TOWN OF ANSTED

Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

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TOWN OF ANSTED

SEWERAGE SYSTEM
DESIGN REVENUE BONDS, SERIES 1999
(WEST VIRGINIA SRF PROGRAM)

BOND ORDINANCE

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TOWN OF ANSTED

ORDINANCE AUTHORIZING THE DESIGN OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE TOWN OF ANSTED AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN $200,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE TOWN OF ANSTED:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

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

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

A. The Town of Ansted (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Fayette County of said State.

B. The Issuer presently owns and operates a public sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants

of the Issuer that there be designed certain extensions, additions, betterments and improvements to the existing public sewerage system of the Issuer, consisting of the renovation and improvement of the treatment plant and renovation of collection lines and pump stations, together with all appurtenant facilities (the design of the aforementioned extensions, additions, betterments and improvements shall be collectively referred to herein as the "Project") which constitute properties for the collection, transportation, treatment, purification or disposal of liquid or solid wastes, residential sewage or industrial wastes (the existing public sewer facilities of the Issuer, the extensions, additions, betterments and improvement designed by the Project, when constructed, and any further additions thereto or extensions thereof are herein called the "System").

C. The estimated revenues to be derived in each year will be sufficient to pay all costs of operation and maintenance of the System, interest, if any, on and principal of the Bonds (as hereafter defined) and to make all payments into all funds, accounts and other payments provided for herein.

D. The Issuer intends to permanently finance the costs of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), in connection with the West Virginia Water Pollution Control Revolving Fund program (the "SRF Program"), pursuant to the Act, in order to take advantage of the favorable terms available to the Issuer under the SRF Program.

E. It is deemed necessary for the Issuer to issue its Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program) (the "Series 1999 Bonds"), in the total aggregate principal amount of not more than $200,000, initially to be represented by a single bond, to permanently finance the costs of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; amounts which may be deposited in the Series 1999 Bonds Reserve Account (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; commitment fees; fees and expenses of the Authority, including the SRF Administrative Fee (as hereinafter defined); discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 1999 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the Project; 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 1999 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

F. The period of usefulness of the System after completion of the Project is not less than 20 years.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 1999 Bonds as to liens, pledge, source of and security for payment, being the Sewer Revenue Bonds, Series 1968, dated October 1, 1968, issued in the original aggregate principal amount of $270,000 (the "Series 1968 Bonds" or the "Prior Bonds").

Prior to the issuance of the Series 1999 Bonds, the Issuer will obtain the written consent of the Holder of the Prior Bonds to the issuance of the Series 1999 Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

H. It is in the best interests of the Issuer that its Series 1999 Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment (the "DEP"), in form satisfactory to the Issuer, the Authority and the DEP (the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the Project and the operation of the System and issuance of the Series 1999 Bonds, or will have so complied prior to issuance of any thereof.

J. The Issuer is a governmental unit which has general taxing powers to finance operations of or facilities of the nature of the Project and the System; 95% or more of the Net Proceeds of the Series 1999 Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and the Issuer, all subordinate entities, all entities which issue obligations on behalf of the Issuer, and all entities formed or, to the extent provided under Section 148 of the Code, herein defined, availed of, to avoid the purposes of Section 148(f)(4)(D) of the Code and all other entities benefitting thereby, reasonably expect to issue less than $5,000,000 aggregate principal amount of tax-exempt obligations (other than private activity bonds) during the calendar year in which the Series 1999 Bonds are to be issued.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 1999 Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 1999 Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

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

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 1999 Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority.

"Authorized Officer" means the Mayor of the Issuer, or any other officer of the Issuer specifically designated by resolution of the Governing Body.

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

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

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

"Bonds" means, collectively, the Series 1999 Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

"Closing Date" means the date upon which there is an exchange of the Series 1999 Bonds for the proceeds or at least a de minimis portion thereof representing the purchase price of the Series 1999 Bonds from the Authority and the DEP.

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

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

"Completion Date" means the completion date of the Project, as defined in the SRF Regulations.

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

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

"Council" means the Council of the Issuer or any other governing body of the Issuer that succeeds to the functions of the Council as presently constituted.

"DEP" means the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment, or any other agency, board or department of the State that succeeds to the functions of the DEP.

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

"Depreciation Account" means the Depreciation Account created by the Prior Ordinances and continued hereby.

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

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

"Governing Body" means the Council of the Issuer, as it may now or hereafter be constituted.

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

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided that, "Gross Revenues" shall not

include any proceeds from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined).

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

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

"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 any 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 the Town of Ansted, a municipal corporation and political subdivision of the State of West Virginia, in Fayette County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means the Loan Agreement, heretofore entered, or to be entered, into by and among the Authority, the DEP and the Issuer, providing for the purchase of the Series 1999 Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 1999 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 1999 Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 1999 Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds or any other proceeds of the Series 1999 Bonds and is not acquired in order to carry out the governmental purpose of the Series 1999 Bonds.

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

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

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

"Paying Agent" means the Commission or other entity or authority designated as such for the Series 1999 Bonds in the Supplemental Resolution with the written consent of the Authority and the DEP.

"Prior Bonds" means the Series 1968 Bonds of the Issuer.

"Prior Ordinances" means, the ordinance of the Issuer enacted, including all amendments and supplements thereto, authorizing the Series 1968 Bonds.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, or in any activity carried on by a person other than a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, excluding, however, use by a state or local governmental unit

and use as a member of the general public. All of the foregoing shall be determined in accordance with the Code, including, without limitation, giving due regard to "incidental use," if any, of the proceeds of the issue and/or proceeds used for "qualified improvements," if any.

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

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

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

(a) Government Obligations;

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

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

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

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

value thereof is always at least equal to the principal amount of said time accounts;

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

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

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

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

"Recorder" means the Recorder of the Issuer.

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

"Registrar" means the Bond Registrar.

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

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

"Series 1968 Bonds" means the Issuer's Sewer Revenue Bonds, Series 1968, described in Section 1.02G hereof.

"Series 1999 Bonds" means the not more than $200,000 in aggregate principal amount of Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program), of the Issuer.

"Series 1999 Bonds Reserve Account" means the Series 1999 Bonds Reserve Account established in the Series 1999 Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1999 Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 1999 Bonds in the then current or any succeeding year.

"Series 1999 Bonds Sinking Fund" means the Series 1999 Bonds Sinking Fund established by Section 5.02 hereof.

"SRF Administrative Fee" means any administrative fee required to be paid pursuant to the Loan Agreement.

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

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

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 1999 Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 1999 Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the Depreciation Account and any reserve account.

"System" means the complete existing municipal sewage treatment and collection system of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include any and all additions, betterments and improvements thereto, hereafter acquired or constructed for the System from any sources whatsoever.

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

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

ARTICLE II

AUTHORIZATION OF THE PROJECT

Section 2.01. Authorization of the Project. There is hereby authorized and ordered the undertaking of the Project, at an estimated cost of not to exceed $200,000. The proceeds of the Series 1999 Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer will enter into contracts for the Project, compatible with the financing plan submitted to the SRF Program.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF LOAN AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 1999 Bonds, funding a reserve account for the Series 1999 Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 1999 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 1999 Bonds of the Issuer, in an aggregate principal amount of not more than $200,000. The Series 1999 Bonds shall be issued as a single Bond, designated as "Sewerage System Design Revenue Bond, Series 1999 (West Virginia SRF Program)," and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 1999 Bonds remaining after funding of the Series 1999 Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest on the Series 1999 Bonds, if any, shall be deposited in or credited to the Project Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 1999 Bonds shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 1999 Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 1999 Bonds, if any, shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 1999 Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 1999 Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 1999 Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds, if any, shall be issued in fully registered form and in denominations as determined by a Supplemental Resolution. The Bonds shall be dated as of the date specified in a Supplemental Resolution and shall bear interest from such date.

Section 3.03. Execution of Bonds. The Series 1999 Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 1999 Bonds shall cease to be such officer of the Issuer before the Series 1999 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 1999 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 the authorization of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 1999 Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 1999 Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 1999 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 1999 Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 1999 Bonds remain outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Series 1999 Bonds.

The registered Series 1999 Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 1999 Bonds or transferring the registered Series 1999 Bonds are exercised, all Series 1999 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 1999 Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 1999 Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Series 1999 Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 1999 Bonds or, in the case of any proposed redemption of Series 1999 Bonds, next preceding the date of the selection of Series 1999 Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be canceled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 1999 Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No Holder or Holders of the Series 1999 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 1999 Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service of the Series 1999 Bonds shall be secured forthwith equally and ratably 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. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 1999 Bonds and the Prior Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as the same become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 1999 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 1999 Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 1999 Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 1999 Bonds to the original purchasers;

C. An executed and certified copy of Bond Legislation;

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 1999 Bonds.

Section 3.10. Form of Bonds. The text of the Series 1999 Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[FORM OF BOND]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE TOWN OF ANSTED
SEWERAGE SYSTEM
DESIGN REVENUE BOND, SERIES 1999
(WEST VIRGINIA SRF PROGRAM)

No. R-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That the TOWN OF ANSTED, a municipal corporation and political subdivision of the State of West Virginia in Fayette County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 199____, as set forth on the "Schedule of Annual Debt Service" attached as EXHIBIT B hereto and incorporated herein by reference, with no interest. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) on this Bond shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 199____, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and

among the Issuer, the Authority and the West Virginia Division of Environmental Protection, dated _____, 199____.

This Bond is issued (i) to pay a portion of the costs of design of certain extensions, additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, 199____, and a Supplemental Resolution duly adopted by the Issuer on _____, 199____ (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S SEWER REVENUE BONDS, SERIES 1968, DATED OCTOBER 1, 1968, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $270,000 (THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Prior Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 1999 Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 1999 Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 125% of the amount payable in such fiscal year for principal of and interest on the Series 1968 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 1968 Bonds, so long as the

Series 1968 Bonds are outstanding, unless waived by the Holders of the Series 1968 Bonds, and thereafter, 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 revenues on a parity with the Bonds; provided however, that so long as the Series 1968 Bonds are no longer outstanding and so long as there exists in the Series 1999 Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

IN WITNESS WHEREOF, the TOWN OF ANSTED has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated _____, 199____.

[SEAL]

_____
Mayor

ATTEST:

_____
Recorder

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1999 Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 199____.

ONE VALLEY BANK, NATIONAL ASSOCIATION, as Registrar

By _____
Its Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$		(7)	$	
(2)	$		(8)	$	
(3)	$		(9)	$	
(4)	$		(10)	$	
(5)	$		(11)	$	
(6)	$		(12)	$	

TOTAL $

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

(Form of)

ASSIGNMENT

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

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 1999 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "Exhibit A" and made a part hereof, and the Recorder is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. "Amended Schedule A" Filing. Within 60 days following the Completion Date, the Issuer will file with the Authority a schedule in substantially the form of the "Amended Schedule A" to the Loan Agreement, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

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

(2) Depreciation Account (established by the Prior Ordinances); and

(3) Project Fund.

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

(1) Series 1968 Bonds Sinking Fund (established by the Prior Ordinances);

(2) Within the Series 1968 Bonds Sinking Fund, the Series 1968 Bonds Reserve Account (established by the Prior Ordinances);

(3) Series 1999 Bonds Sinking Fund; and

(4) Within the Series 1999 Bonds Sinking Fund, the Series 1999 Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited upon receipt by the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Bond Legislation and the Prior Ordinances. All revenues at any time 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, pay from the moneys in the Revenue Fund all current Operating Expenses of the System.

(2) The Issuer shall next, (i) on the first day of each month, transfer from the Revenue Fund and remit to the Commission the amount required by the Prior Ordinances to be deposited in the Series 1968 Bonds Sinking Fund for payment of interest on the Series 1968 Bonds; and (ii) on the first day of each month, commencing 3 months prior to the first date of payment of interest on the Series 1999 Bonds for which interest has not been capitalized or as required in the Loan Agreement, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1999 Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 1999 Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1999 Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(3) The Issuer shall next, (i) on the first day of each month, transfer from the Revenue Fund and remit to the Commission the amount required by the Prior Ordinances to be deposited in the Series 1999 Bonds Sinking Fund for payment of principal of the Series 1999 Bonds; and (ii) on the first day of each month, commencing 3 months prior to the first date of payment of principal of the Series 1999 Bonds, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1999 Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 1999 Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1999 Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(4) The Issuer shall next, (i) on the first day of each month, transfer from the Revenue Fund and remit to the Commission the amount required by the Prior Ordinances to be deposited in the Series 1968 Bonds Reserve Account; and (ii) on the first day of each month, commencing 3 months prior to the first date of payment of principal of the Series 1999 Bonds, if not fully funded upon issuance of the Series 1999 Bonds, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1999 Bonds Reserve Account, an amount equal to 1/120th of the Series 1999 Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 1999 Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 1999 Bonds Reserve Requirement.

(5) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Depreciation Account, the moneys remaining in the Revenue Fund until there has been accumulated therein the sum of $140,000, and thereafter, such sums as shall be required to maintain such amount therein. Additionally, so long as the Series 1999 Bonds are outstanding, the Issuer shall next, each month, transfer from the Revenue Fund to the Depreciation Account, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any reserve account. All funds in the Depreciation Account shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Depreciation Account for replacements, repairs, 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 with moneys from the Depreciation Account.

Moneys in the Series 1999 Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 1999 Bonds as the same shall become due. Moneys in the Series 1999 Bonds Reserve Account shall be used only for the purpose of paying principal of and interest on the Series 1999 Bonds, as the same shall

come due, when other moneys in the Series 1999 Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 1999 Bonds Sinking Fund and the Series 1999 Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 1999 Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 1999 Bonds Reserve Account which result in a reduction in the balance of the Series 1999 Bonds Reserve Account to below the Series 1999 Bonds Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the priority as set forth above.

As and when additional Bonds ranking on a parity with the Bonds are issued, provision shall be made for additional payments into the respective sinking fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate reserve account in an amount equal to the maximum amount of principal and interest which will become due in any year for account of the Bonds of such series, including such additional Bonds.

The Issuer shall not be required to make any further payments into the Series 1999 Bonds Sinking Fund or into the Series 1999 Bonds Reserve Account therein when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 1999 Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

Principal, interest or reserve payments, whether for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds and the Series 1999 Bonds in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 1999 Bonds Sinking Fund and the Series 1999 Bonds Reserve Account created hereunder, and all required amounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into the Series 1999 Bonds Sinking Fund and the Series 1999 Bonds Reserve Account shall be automatically deducted from the Revenue Fund and transferred to the Commission on the dates required hereunder.

Moneys in the Series 1999 Bonds Sinking Fund and the Series 1999 Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 1999 Bonds Sinking Fund, including the Series 1999 Bonds Reserve Account therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 1999 Bonds and any additional Bonds ranking on a parity therewith that may be issued and Outstanding under the conditions and restrictions hereinafter set forth.

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

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

D. The Issuer shall complete the "Monthly Payment Form," a form of which is attached to the Loan Agreement as Exhibit F, and submit a copy of said form along with a copy of its payment check to the Authority by the 5th day of each calendar month.

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically deducted from the Revenue Fund and transferred to the Commission on the dates required.

F. The moneys in excess of the sum insured by the maximum amounts insured by FDIC in the Revenue Fund and the Depreciation Account shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments

as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

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

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

ARTICLE VI

BOND PROCEEDS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from the sale of the Series 1999 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 1999 Bonds, there shall first be deposited with the Commission in the Series 1999 Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. Next, from the proceeds of the Series 1999 Bonds, there shall be deposited with the Commission in the Series 1999 Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 1999 Bonds Reserve Account.

C. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 1999 Bonds, such moneys shall be deposited with the Depository Bank in the Project Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 hereof.

D. After completion of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Bonds shall be used to fund the Series 1999 Bonds Reserve Account in an amount not to exceed the Series 1999 Bonds Reserve Requirement; provided that, in no event shall more than 10% of the proceeds of the Bonds be deposited in the Series 1999 Bonds Reserve Account.

E. The Depository Bank shall act as a trustee and fiduciary for the Bondholder with respect to the Project Fund and shall comply with all requirements with respect to the disposition of the moneys therein set forth in the Bond Legislation. Moneys in the Project Fund shall be used solely to pay Costs of the Project and until so transferred or expended, are hereby pledged as additional security for the Series 1999 Bonds.

Section 6.02. Disbursements From the Project Fund. On or before the Closing Date, the Issuer shall have delivered to the Authority and the DEP a report listing the specific purposes for which the proceeds of the Series 1999 Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Project Fund (except for costs of issuance of the Series 1999 Bonds which shall be made upon request of

the Issuer) shall be made only after submission to, and approval from, the Authority and the DEP of the following:

(1) a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement as Exhibit C, and

(2) a certificate, signed by an Authorized Officer and the Consulting Engineers, stating:

(A) That none of the items for which the payment is proposed to be made has formed the basis for any disbursement theretofore made;

(B) That each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the Project;

(C) That each of such costs has been otherwise properly incurred; and

(D) That payment for each of the items proposed is then due and owing.

In case any contract provides for the retention of a portion of the contract price, the Depository Bank shall disburse from the Project Fund only the net amount remaining after deduction of any such portion. All payments made from the Project Fund shall be presumed by the Depository Bank to be made for the purposes set forth in said certificate, and the Depository Bank shall not be required to monitor the application of disbursements from the Project Fund. The Consulting Engineers shall from time to time file with the Depository Bank written statements advising the Depository Bank of its then authorized representative.

Pending such application, moneys in the Project Fund, including any accounts therein, shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 1999 Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 1999 Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 1999 Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 1999 Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 1999 Bonds, shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 1999 Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service of the Series 1999 Bonds shall be secured forthwith equally and ratably 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. Such Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 1999 Bonds and the Prior Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation, are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Rates and Charges. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the Issuer enacted December 3, 1998.

Section 7.05. 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, or any part thereof, except as provided in the Prior Ordinances. Additionally, so long as the Series 1999 Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the DEP, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Bonds

Outstanding or to effectively defease the pledge created by this Bond Legislation in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 1999 Bonds, immediately be remitted to the Commission for deposit in the Series 1999 Bonds Sinking Fund, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal at maturity of and interest, if any, on the Series 1999 Bonds as prescribed by Section 10.01 hereof. Any balance remaining after the payment of the Bonds and the interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, is not in excess of $50,000, the Issuer shall make a finding by resolution in writing, concurred by the Consulting Engineer in writing, determining that such property is no longer necessary, useful or profitable in the operation thereof, and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Depreciation Account. Such payment of such proceeds into the Depreciation Account shall not reduce the amounts required to be paid into the Depreciation Account by other provisions of this Bond Legislation.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds or their duly authorized representatives, which form shall provide for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 1999 Bonds. All obligations issued by the Issuer after the issuance of the Series 1999 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 1999 Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds

and accounts established by this Bond Legislation at the time of the issuance of such subordinate obligations have been made and are current.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 1999 Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 1999 Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on issuance of parity obligations set forth in the Prior Ordinances shall be applicable. Additionally, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 1999 Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided. All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 1999 Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of design, acquisition or construction of additions, extensions, improvements or betterments to the System or refunding the Series 1999 Bonds issued pursuant hereto, or both such purposes.

No Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by the Independent Certified Public Accountants, based upon the necessary investigation and certification by the Consulting Engineers, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System (i) so long as the Series 1968 Bonds are outstanding shall, during the 12 consecutive months immediately preceding the date of the actual issuance of such Parity Bonds, not be less than 125% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the Bonds listed below, unless waived by the Holders of the Series 1968 Bonds, and (ii) upon payment in full of the Series 1968 Bonds and so long as the Series 1999 Bonds are outstanding, during any 12 consecutive months within the 18 months immediately preceding the date of actual issuance of such Parity Bonds, not be less than 115%, of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Bonds then Outstanding;

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

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

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 Accountants, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All the Series 1999 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 in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior lien of the Series 1999 Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 1999 Bonds.

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

Section 7.08. Books; Records and Facilities. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of

designing the Project. The Issuer shall permit the Authority and the DEP, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the DEP such documents and information as they may reasonably require in connection with the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the Authority and the DEP, or their agents and representatives, to inspect all records pertaining to the operation of the System at all reasonable times.

The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

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

The Issuer shall file with the Consulting Engineers, the Authority and the DEP, or any other original purchaser of the Series 1999 Bonds, and shall mail in each year to any Holder or Holders of the Series 1999 Bonds requesting the same, an annual report containing the following:

(A) A statement of Gross Revenues, Operating Expenses, Net Revenues and Surplus Revenues derived from and relating to the System.

(B) A balance sheet statement showing all deposits in all the funds and accounts provided for in this Bond Legislation and the status of all said funds and accounts.

(C) The amount of any Bonds, notes or other obligations payable from the revenues of the System outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 1999 Bonds and shall submit said report to the Authority and the DEP, or any other original purchaser of the Series 1999 Bonds. Such audit report submitted to the Authority and the DEP shall include a statement that the Issuer is in compliance with the terms and provisions of the Loan Agreement, the Act and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

The Issuer shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in Exhibit E of the Loan Agreement or as promulgated from time to time.

The Issuer shall provide the Authority and the DEP, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the DEP with respect to the System pursuant to the Act.

Section 7.09. Rates. Equitable rates or charges for the use of and service rendered by the System have been established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Recorder, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from said System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 125% of the amount payable in such year for payment of principal of and interest on the Series 1968 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 1968 Bonds, so long as the Series 1968 Bonds are outstanding, unless waived by the Holders of the Series 1968 Bonds, and thereafter, equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Series 1999 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 1999 Bonds; provided that, in the event that the Series 1968 Bonds are no longer outstanding and an amount equal to or in excess of the reserve requirement is on deposit respectively in the Series 1999 Bonds Reserve Account and any reserve accounts for obligations on a parity with the Series 1999 Bonds are funded at

least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest on the Series 1999 Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 1999 Bonds. In any event, subject to any requirements of law, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinances described in Section 7.04 hereof.

Section 7.10. Operating Budget; Audit and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the DEP within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by the Consulting Engineers, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of the Consulting Engineers that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority, the DEP and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Holder of any Bonds, or anyone acting for and in behalf of such Holder of any Bonds.

The Issuer shall, each month, for 2 years following the completion of the Project, complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement as Exhibit C, and forward a copy of such report to the Authority and the DEP by the 10th day of each month.

Section 7.11. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 7.12. 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.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System, and any services and facilities of the water system, if so owned by the Issuer, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.13. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.14. Insurance and Construction Bonds. The Issuer hereby covenants and agrees that so long as the Series 1999 Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of

all such insurance policies shall be placed in the Depreciation Account and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Depreciation Account.

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

(3) WORKER'S COMPENSATION COVERAGE for all employees of or for the System eligible therefor.

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

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

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

Section 7.15. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.16. Permits. The Issuer will cause the Project to be completed as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards. The Issuer will obtain all permits required by state and federal laws for the operation of the System.

Section 7.17. Compliance with Loan Agreement and Law. The Issuer agrees to comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the DEP with copies of all documents submitted to the Authority.

The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the Authority, the DEP or other state, federal or local bodies in regard to the Project and the operation, maintenance and use of the System.

Section 7.18. 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 1999 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 the Series 1999 Bonds during the term thereof is, under the terms of the Series 1999 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) that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 1999 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 1999 Bonds during the term thereof is, under the terms of the Series 1999 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 1999 Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 1999 Bonds are for the purpose of financing more than one project, a portion

of the Project, and shall not exceed the proceeds used for the governmental use of that portion of the Project to which such Private Business Use is related. All of the foregoing shall be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of 5% of the Net Proceeds of the Series 1999 Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) 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 1999 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 1999 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 any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 1999 Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

Section 7.19. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

ARTICLE VIII

INVESTMENT OF FUNDS; NON ARBITRAGE

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 1999 Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 1999 Bonds from gross income for federal income tax purposes.

Section 8.02. Arbitrage and Tax Exemption. The Issuer covenants 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 1999 Bonds which would cause the Series 1999 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and (ii) it will take any and 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 1999 Bonds) so that the interest on

the Series 1999 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 8.03. Small Issuer Exemption from Rebate. In accordance with Section 148(f)(4)(D) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that no part of the Series 1999 Bonds are private activity bonds; that 95% or more of the Net Proceeds of the Series 1999 Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and that the aggregate face amount of all the tax-exempt obligations (other than private activity bonds) issued by the Issuer during the calendar year in which the Series 1999 Bonds are issued does not and will not exceed $5,000,000, determined in accordance with Section 148(f)(4)(D) of the Code and the Regulations from time to time in effect and applicable to the Series 1999 Bonds. For purposes of this first paragraph of Section 8.03 and for purposes of applying Section 148(f)(4)(D) of the Code, the Issuer and all entities which issue obligations on behalf of the Issuer shall be treated as one issuer; all obligations issued by a governmental unit to make loans to other governmental units with general taxing powers not subordinate to such unit shall, for purposes of applying this first paragraph of Section 8.03 and Section 148(f)(4)(D) of the Code, be treated as not issued by such unit; all obligations issued by a subordinate entity shall, for purposes of applying this first paragraph of Section 8.03 and Section 148(f)(4)(D) of the Code to each other entity to which such entity is subordinate, be treated as issued by such other entity; and an entity formed (or, to the extent provided by the Secretary, as set forth in the Code, availed of) to avoid the purposes of such Section 148(f)(4)(D) of the Code and all other entities benefitting thereby shall be treated as one issuer.

Notwithstanding the foregoing, if in fact the Issuer is subject to the rebate requirements of Section 148(f) of the Code, and not exempted from such requirements, the Issuer covenants to make, or cause to be made, all rebate calculations, computations and payments in the time, manner and as required in Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 1999 Bonds and otherwise covenants and agrees to comply with the provisions of such Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 1999 Bonds. In the event of a failure to pay the correct rebate amount, the Issuer will pay, from any lawful sources available therefor, to the United States such rebate amount, plus a penalty equal to 50% of the rebate amount not paid when required to be paid, plus interest on that amount, unless waived. In order to provide for the administration of this paragraph, the Issuer may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Issuer may deem appropriate.

The Issuer shall furnish to the Authority, annually, and at such time as it is required to perform its rebate calculations under the Code, a certificate with respect to its rebate calculations and, at any time, any additional information relating thereto as may be

requested by the Authority. In addition, the Issuer shall cooperate with the Authority in preparing any required rebate calculations and in all other respects in connection with rebates and hereby consents to the performance of all matters in connection with such rebates by the Authority at the expense of the Issuer.

The Issuer shall submit to the Authority within 15 days following the end of each Bond Year a certified copy of its rebate calculation or, if the Issuer qualifies for the small governmental issue exception to rebate, the Issuer shall submit a certificate stating that it is exempt from the rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Series 1999 Bonds subject to rebate. The Issuer shall also furnish to the Authority, at any time, such additional information relating to rebate as may be reasonably requested by the Authority, including information with respect to earnings on all funds constituting "gross proceeds" of the Bonds (as such term "gross proceeds" is defined in the Code).

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 1999 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on the Series 1999 Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 1999 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 1999 Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

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

(4) If default occurs with respect to the Prior Bonds or the Prior Ordinances.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds; (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 1999 Bonds shall be on a parity with the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to the Series 1999 Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the Project on behalf of the Issuer, with the power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

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

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the completion of the Project and the possession, operation and maintenance of the System for the sole purpose of the

protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of 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, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

DEFEASANCE

Section 10.01. Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Series 1999 Bonds, the principal of and interest due or to become due thereon, if any, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1999 Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 1999 Bonds from gross income for federal income tax purposes.

The Series 1999 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 either at maturity or at the next redemption date, the principal installments of and interest on such Series 1999 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 1999 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 its agent, 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 other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay, when due, the principal installments of and interest due and to become due on said Series 1999 Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission 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 installments of and interest on said Series 1999 Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, 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 installments of and interest to become due on said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 1999 Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 1999 Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 1999 Bonds shall be made without the consent in writing of the Registered Owners of the Series 1999 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively pledged therefor without the consent of the respective Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 1999 Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 1999 Bonds from gross income of the holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 1999 Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 1999 Bonds.

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

Section 11.05. Conflicting Provisions Repealed. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; provided that, in the event of any conflict

between this Ordinance and the Prior Ordinances, the Prior Ordinances shall control (unless less restrictive), so long as the Prior Bonds are outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Ordinance 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 Mayor, the Recorder and members of the Governing Body were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 11.07. Effective Date. This Ordinance shall take effect immediately following public hearing and final reading hereof.

Section 11.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in The Fayette Tribune, a newspaper of general circulation in the Town of Ansted, no newspaper being published therein, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 1999 Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Passed on First Reading:	-	February 4, 1999.
Passed on Second Reading:	-	February 17, 1999.
Passed on Final Reading Following Public Hearing:	-	March 4, 1999.

Charles B. Skaggs
Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the TOWN OF ANSTED on the 4th day of March, 1999.

Dated: April 13, 1999.

[SEAL]

Recorder

01/28/99
021390/98001

EXHIBIT A

Loan Agreement included in bond transcript as Document No. 3

TOWN OF ANSTED

Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), OF THE TOWN OF ANSTED; RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the council (the "Governing Body") of the Town of Ansted (the "Issuer"), has duly and officially adopted and enacted a bond ordinance, effective March 25, 1999 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE DESIGN OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE TOWN OF ANSTED AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN $200,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF

SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program), of the Issuer (the "Bonds" or "Series 1999 Bonds"), in the aggregate principal amount not to exceed $200,000, and has authorized the execution and delivery of a loan agreement relating to the Bonds (the "Loan Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP"), all in accordance with Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amount, date, maturity date, interest rate, interest and principal payment dates, sale price and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

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

WHEREAS, the Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be ratified and approved by the Issuer, that the exact principal amount, the date, the maturity date, the interest rate, the interest and principal payment dates and the sale price of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF ANSTED:

Section 1. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered R-1, in the principal amount of $183,285. The Bonds shall be dated the date of delivery thereof, shall finally mature December 1, 2019, and shall bear no interest. The principal of the Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2000, and ending December 1, 2019, and in the amounts as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds. The Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Bonds.

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

Section 3. The Issuer does hereby approve and shall pay the administrative fee equal to 1% of the principal amount of the Bonds set forth in the "Schedule Y" attached to the Loan Agreement.

Section 4. The Issuer does hereby ratify, approve and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the DEP and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 5. The Issuer does hereby appoint and designate One Valley Bank, National Association, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 6. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Bonds under the Bond Ordinance.

Section 7. The Issuer does hereby appoint and designate United National Bank, Ansted, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 8. Series 1999 Bonds proceeds in the amount of $-0- shall be deposited in the Series 1999 Bonds Sinking Fund, as capitalized interest.

Section 9. Series 1999 Bonds proceeds in the amount of $-0- shall be deposited in the Series 1999 Bonds Reserve Account.

Section 10. The balance of the proceeds of the Bonds shall be deposited in or credited to the Project Fund as received from time to time for payment of costs of the design of the Project, including costs of issuance of the Bonds and related costs.

Section 11. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered on or about April 13, 1999, to the Authority pursuant to the Loan Agreement.

Section 12. The design of the Project and the financing thereof in part with proceeds of the 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 13. The Issuer hereby determines to invest all moneys in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such moneys to be invested in such repurchase agreements or time accounts until further directed in writing by the Issuer. Moneys in the Series 1999 Bonds Sinking Fund, including the Series 1999 Bonds Reserve Account therein, shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

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

Adopted this 25th day of March, 1999.

Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of Ansted on the 25th day of March, 1999.

Dated: April 13, 1999.

[SEAL]

Shirley Noble
Recorder

03/23/99
021390/98002

CL512617.2

SRF-LP-1
(September 1997)

LOAN AGREEMENT

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

TOWN OF ANSTED
(Local Government)

WITNESSETH:

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

WHEREAS, pursuant to the provisions of Chapter 20, Article 5I, of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a state water pollution control revolving fund program (the "Program") to direct the distribution of loans to particular local governments pursuant to the Clean Water Act;

WHEREAS, under the Act the DEP is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection Agency ("EPA") to accept capitalization grant awards and DEP has been awarded capitalization grants to partially fund the Program;

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

WHEREAS, pursuant to the Act, the Authority and DEP are empowered to make loans from the Fund to local governments for the acquisition or construction of

wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in the Clean Water Act and the Act;

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

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

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to construct, operate and improve a wastewater treatment project and to finance the cost of constructing or acquiring the same by borrowing money to be evidenced by revenue bonds issued by the Local Government;

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

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

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

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

ARTICLE I

Definitions

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

1.2 "Consulting Engineers" means the professional engineer, licensed by the State, designated in the Application and any successor thereto.

1.3 "Loan" means the loan to be made by the Authority and DEP to the Local Government through the purchase of Local Bonds, as hereinafter defined, pursuant to this Loan Agreement.

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

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

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

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

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

1.9 "Project" means the wastewater treatment facility project hereinabove referred to, to be constructed or being constructed by the Local Government in whole or in part with the net proceeds of the Local Bonds or being or having been constructed by the Local Government in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Local Bonds.

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

1.11 "System" means the wastewater treatment facility owned by the Local Government, of which the Project constitutes all or to which the Project constitutes an improvement, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

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

ARTICLE II

The Project and the System

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

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

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

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

2.5 The Local Government shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Local Government shall permit the Authority and DEP, acting by and through their Directors or duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Local Government shall submit to the Authority and DEP such documents and information as it may reasonably require in connection with the construction, acquisition and installation of the Project, the operation and maintenance of the System and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

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

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

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

2.9 The Local Government shall provide and maintain competent and adequate resident engineering services satisfactory to the Authority and DEP covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such resident engineer shall certify to the Authority, DEP and the Local Government at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies. The Local Government shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Local Government shall notify DEP in writing of such receipt. The Local Government shall submit a Performance Certificate, the form of which is attached hereto as Exhibit A, and being incorporated herein by reference, to DEP within 60 days of the end of the first year after the Project is completed.

2.10 The Local Government shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to DEP when the Project is 90% completed. The Local Government agrees that it will at all times provide operation and maintenance of the System to comply with any and all State and federal standards. The Local Government agrees that qualified operating personnel properly certified by the State will be employed before the Project is 25% complete and agrees that it will retain such a certified operator(s) to operate the System during the entire term of this Loan Agreement. The Local Government shall notify DEP in writing of the certified operator employed at the 25% completion stage.

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

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

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

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

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

(a) The Local Government shall have delivered to the Authority a report listing the specific purposes for which the proceeds of the Loan will be expended and the procedures as to the disbursement of loan proceeds, including an estimated monthly draw schedule;

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

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

(d) The Local Government shall either have received bids or entered into contracts for the construction of the Project, which are in an amount and otherwise compatible with the plan of financing described in the Application; provided, that, if the Loan will refund an interim financing of construction, the Local Government must either be constructing or have constructed its Project for a cost and as otherwise compatible with the plan of financing described in the Application; and, in either case, the Authority and DEP shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit D;

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

(f) The Local Government shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") necessary for the construction of the Project and operation of the System, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

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

(h) The Local Government shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project) with all requisite appeal periods having expired, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

(i) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsection 4.1(b)(ii) hereof, and the Authority and DEP shall have received a certificate of the accountants for the Local Government, or such other person or firm experienced in the finances of local governments and satisfactory to the Authority and DEP, to such effect; and

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

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

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

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

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

Local Government further specifically recognizes that all loans will be originated in conjunction with the SRF Regulations and with the approval of DEP.

3.6 The Local Government shall provide DEP with the appropriate documentation to comply with the special conditions established by federal and state regulations as set forth in Exhibit E hereto at such times as are set forth in Exhibit E.

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

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

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

or making emergency repairs or replacements to the System or eliminating any deficiencies in the Reserve Account; and

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

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

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by the net revenues from the System;

(ii) That the schedule of rates or charges for the services of the System shall be sufficient to provide funds which, along with other revenues of the System, will pay all Operating Expenses and leave a balance each year equal to at least one hundred fifteen percent (115%) of the maximum amount required in any year for debt service on the Local Bonds and all other obligations secured by a lien on or payable from the revenues of the System prior to or on a parity with the Local Bonds or, if the reserve account established for the payment of debt service on the Local Bonds is funded (whether by Local Bond proceeds, monthly deposits or otherwise) the Reserve Requirement and any reserve account for any such prior or parity obligations is funded at least at the requirement therefor, equal to at least one hundred ten percent (110%) of the maximum amount required in any year for debt service on the Local Bonds and any such prior or parity obligations;

(iii) That the Local Government will complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or the Regulations, the System may be sold, mortgaged, leased or otherwise disposed of as a whole or substantially as a whole provided that the net proceeds to be realized from such sale, mortgage, lease or other deposition shall be sufficient to fully pay all of the local bonds outstanding and further provided that portions of the System when no longer required for the ongoing operation of such System as evidenced by certificates from the Consulting Engineer, may be disposed of with such restrictions as are normally contained in such covenants;

(v) That the Local Government shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected revenues from rate increases and the improvements to be financed by such parity bonds, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on all Local Bonds and parity bonds theretofore and then being issued and

on any obligations secured by a lien on or payable from the revenues of the System prior to the Local Bonds and with the written consent of the Authority and DEP; provided, however, that additional parity bonds may be issued to complete the Project, as described in the Application as of the date hereof, without regard to the foregoing;

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

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

(viii) That any Local Bond owner may, by proper legal action, compel the performance of the duties of the Local Government under the Local Act, including the making and collection of sufficient rates or charges for services rendered by the System, and shall also have, in the event of a default in payment of principal of or interest on the Local Bonds, the right to obtain the appointment of a receiver to administer the System or construction of the Project, or both, as provided by law and all rights as set forth in Section 5 of the Act;

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

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

(xi) That the Local Government shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and DEP, which report shall include a statement that the Local Government is in compliance with the terms and provisions of the Local Act and this Loan Agreement and that the Local Government's revenues are adequate to meet its operation and maintenance expenses and debt service requirements;

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

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

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

(xv) That, as long as the Authority is the owner of any of the Local Bonds, the Local Government may authorize redemption of the Local Bonds with 30 days written notice to the Authority;

(xvi) That the Local Government shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the West Virginia Municipal Bond Commission (the "Commission") its required interest, principal and reserve fund payment. The Local Government shall complete the Monthly Payment Form, attached hereto as Exhibit F and incorporated herein by reference, and submit a copy of said form along with a copy of the check to the Authority by the 5th day of such calendar month;

(xvii) That the Commission shall serve as paying agent for all Local Bonds;

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

(xix) That the Local Government shall have obtained the certificate of the Consulting Engineers to the effect that the Project has been or will be constructed in accordance with the approved plans, specifications and design as submitted to the Authority, the Project is adequate for the purposes for which it was designed and the funding plan as submitted to the Authority is sufficient to pay the costs of acquisition and construction of the Project; and

(xx) That the Local Government shall, to the full extent permitted by applicable law and the rules and regulations of the West Virginia Public Service Commission, terminate the services of any water facility owned by it to any customer of the System who is delinquent in payment of charges for services provided by the System and will

not restore the services of the water facility until all delinquent charges for the services of the System have been fully paid or, if the water facility is not owned by the Local Government, then the Local Government shall enter into a termination agreement with the water provider.

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

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

4.3 At least five percent (5%) of the proceeds of the Local Bonds will be advanced on the Date of Loan Closing. The remaining proceeds of the Local Bonds shall be advanced by the Authority monthly as required by the Local Government to pay Costs of the Project, provided, however, if the proceeds of the Local Bonds will be used to repay an interim financing, the proceeds will be advanced on a schedule mutually agreeable to the Local Government, the DEP and the Authority. The Local Bonds shall not bear interest during the construction period but interest shall commence accruing on the completion date as defined in the SRF Regulations, provided that the annual repayment of principal and payment of interest shall begin not later than one (1) year after the completion date. The repayment of principal and interest on the Local Bonds shall be as set forth on Schedule Y hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

4.4 The Local Bonds shall be delivered to the Authority in fully registered form, transferable and exchangeable as provided in the Local Act at the expense of the Local Government. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series.

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

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

ARTICLE V

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

5.1 The Local Government hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Loan Agreement and the Local Act. The Local Government hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to make the Loan, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System, as set forth in the Local Act and in compliance with the provisions of Subsection 4.1(b)(ii) hereof.

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds shall prove to be insufficient to produce the minimum sums set forth in the Local Act, the Local Government hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges so as to provide funds sufficient to produce the minimum sums set forth in the Local Act and as required by this Loan Agreement.

5.3 In the event the Local Government defaults in any payment due to the Authority pursuant to Section 4.2 hereof, the amount of such default shall bear interest at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

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

ARTICLE VI

Other Agreements of the Local Government

6.1 The Local Government hereby acknowledges to the Authority and DEP its understanding of the provisions of the Act, vesting in the Authority and DEP certain powers, rights and privileges with respect to wastewater treatment projects in the event of default by local governments in the terms and covenants of loan agreements, and the Local Government hereby covenants and agrees that, if the Authority should hereafter have

recourse to said rights and powers, the Local Government shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Loan Agreement.

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

6.3 The Local Government hereby agrees to repay on or prior to the Date of Loan Closing any moneys due and owing by it to the Authority or any other lender for the planning or design of the Project, provided that such repayment shall not be made from the proceeds of the Loan.

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

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

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

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

ARTICLE VII

Miscellaneous

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

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

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

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

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

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

7.7 This Loan Agreement shall terminate upon the earlier of:

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

(ii) termination by the Authority and DEP pursuant to Section 6.2 hereof; or

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

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

Town of Ansted
[Proper Name of Local Government]

(SEAL)

By: Oscar B Scaggs
Its: Mayor

Attest:

Date: 6/16/98

Shirley Noble
Its Recorder

WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION

By: Barbara L Taylor
Its: Chief, Office of Water Resources

Date: 6/22/98

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: David B. Yankosky
Its: Director

Attest:

Date: June 11, 1998

Barbara B Meadows
Secretary-Treasurer

APPROVED AS TO FORM PRIOR TO ACKNOWLEDGEMENT THEREOF, THIS 25th day of September, 97
DARRELL V. McGRAW, JR.
ATTORNEY GENERAL
By: Diane E Wakefield
DEPUTY ATTORNEY GENERAL

EXHIBIT A

[Form of Performance Certificate]

[TO BE PROVIDED BY DEP]

EXHIBIT B

[Form of Monthly Financial Report]
[Name of Local Government]
[Name of Bond Issue]
Fiscal Year - __
Report Month: _____

ITEM	CURRENT MONTH	YEAR TO DATE	BUDGET YEAR TO DATE	BUDGET DIFFERENCE
1. Gross Revenues Collected				
2. Operation and Maintenance Expense				
3. Other Bond Debt Payments (including Reserve Fund deposits)				
4. SRF Bond Payments (include Reserve Fund deposits)				
5. Renewal and Replacement Fund Deposit				
6. Funds available for capital construction				

Witnesseth my signature this __ day of ____, ____.

[Name of Local Government]

By: _____
Authorized Officer

EXHIBIT C

PAYMENT REQUISITION FORM

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

EXHIBIT D

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____
(Issuer)

_____
(Name of Bonds)

I, _____, Registered Professional Engineer, West Virginia License No._____, of _____, Consulting Engineers, _____, _____, hereby certify that my firm is engineer for the acquisition and construction of _____ to the _____ system (herein called the "Project") of _____ (the "Issuer") to be constructed primarily in _____County, West Virginia, which construction and acquisition are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the meaning set forth in the _____ passed by the _____ of the Issuer on _____, 19___, effective _____, 19___, and the Loan Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Division of Environmental Protection ("DEP") dated _____, 19___.

1. The Bonds are being issued for the purpose of _____ _____ (the "Project").

2. The undersigned hereby certifies that (i) the Project will be constructed in accordance with the approved plans, specifications and designs prepared by my firm and as described in the application submitted to the Authority requesting the Authority to purchase the Bonds (the "Application") and approved by all necessary governmental bodies, (ii) the Project is adequate for the purpose for which it was designed and has an estimated useful life of at least twenty years, (iii) the Issuer has received bids for the construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application and my firm has ascertained that all contractors have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified by my firm for accuracy, (iv) the Issuer has obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project, (v) the rates and charges for the System as adopted by the ____ of the Issuer are sufficient to comply with the provisions of Subsection 4.1(b) of the Loan Agreement, (vi) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, are sufficient to pay the costs of construction and

acquisition of the Project as set forth in the Application, and (vii) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project and Sources of Funds" for the Project.

WITNESS my signature on this _____ day of _____, 19___.

_____

By _____

West Virginia License No. __

[SEAL]

EXHIBIT E

SPECIAL CONDITIONS

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

B. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) - The loan recipient that receives $25,000 or more in a fiscal year must obtain audits in accordance with the Single Audit Act of 1984 and OMB Circular 128. Financial statement audits are required once all funds have been received by the loan recipient.

EXHIBIT F

[Monthly Payment Form]

West Virginia Water Development
Authority
1201 Dunbar Avenue
Dunbar, WV 25064

Re: [Name of bond issue]

Dear Sirs:

The following deposits were made to the West Virginia Municipal Bond Commission on behalf of [Local Government] on _____, __.

Sinking Fund:

Interest $_____

Principal $_____

Total: $_____

Reserve Fund: $_____

Witness my signature this ___ day of_____.

[Name of Local Government]

By: _____
Authorized Officer

Enclosure: copy of check(s)

EXHIBIT G

[Opinion of Bond Counsel for Local Government]

[To Be Dated as of Date of Loan Closing]

West Virginia Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064

Gentlemen:

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

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement dated _____, 19__, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Local Government and the West Virginia Water Development Authority (the "Authority") and (ii) the issue of a series of revenue bonds of the Local Government, dated _____, 19__ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Local Bonds are in the principal amount of $_____, issued in the form of one bond registered as to principal and interest to the Authority, with interest payable _____ 1, ____ 1, _____ 1, and _____ 1 of each year, beginning _____ 1, 19__, at the respective rate or rates and with principal payable in installments on ____ 1 in each of the years, all as follows:

Year	Installment	Interest Rate

The Local Bonds are issued for the purpose of _____ and paying certain issuance and other costs in connection therewith.

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

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

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

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

3. The Local Government is a duly organized and presently existing _____ _____, with full power and authority to construct and acquire the Project and to operate and maintain the System referred to in the Loan Agreement and to issue and sell the Local Bonds, all under the Local Statute and other applicable provisions of law.

4. The Local Government has legally and effectively enacted the Local Act and all other necessary _____ in connection with the issuance and sale of the Local Bonds. The Local Act contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

5. The Local Bonds are valid and legally enforceable special obligations of the Local Government, payable from the net revenues of the System referred to in the Local Act and secured by a [first] lien on and pledge of the net revenues of said System, all in accordance with the terms of the Local Bonds and the Local Act, and have been duly issued and delivered to the Authority.

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

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

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF BONDS

Principal Amount of Bonds	$183,285.00
Purchase Price of Bonds	$183,285.00

Interest on the Bonds shall be zero percent from the date of delivery ~~to and including~~ _____. Principal ~~and interest~~ on the Bonds is payable quarterly, commencing March 1, 2000, at a rate of 0 % per annum. Quarterly payments will be made thereafter on each September 1, December 1, March 1 and June 1 as set forth on Schedule Y attached hereto and incorporated herein by reference. As of the date of this Loan Agreement, it is the Authority's and DEP's understanding that the Local Government has [other obligations outstanding which have a lien as to the source of and security for payment equal to or superior to the lien being granted by the Bonds] or [provide list of outstanding debt]. (See attached schedule) *

The Local Government shall submit its payments monthly to the West Virginia Municipal Bond Commission with instructions that the West Virginia Municipal Bond Commission will make quarterly payments to the West Virginia Water Development Authority at such address as is given to the Bond Commission in writing by the Authority. If the Reserve Fund is not fully funded at closing, the Local Government shall commence the payment of the 1/120 of the maximum annual debt service on the first day of the month it makes its first monthly payment to the Bond Commission. The Local Government shall instruct the Bond Commission to notify the Authority of any monthly payments which are not received by the 20th day of the month in which the payment was due.

The Bonds will be fully registered in the name of the West Virginia Water Development Authority as to principal ~~and interest~~ and such Bonds shall grant the Authority a first lien on the net revenues of the Local Government's system.

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

* Sewer Revenue Bonds, Series 1968, issued October 1, 1968, in the original principal amount of $270,000.

Town of Ansted, WV
SRF Fund Loan
$183,285. 20 Years. 0% Interest. 1% Admin. Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/1999	-	-	-
3/01/2000	2,292.00	-	2,292.00
6/01/2000	2,292.00	-	2,292.00
9/01/2000	2,292.00	-	2,292.00
12/01/2000	2,292.00	-	2,292.00
3/01/2001	2,292.00	-	2,292.00
6/01/2001	2,291.00	-	2,291.00
9/01/2001	2,291.00	-	2,291.00
12/01/2001	2,291.00	-	2,291.00
3/01/2002	2,291.00	-	2,291.00
6/01/2002	2,291.00	-	2,291.00
9/01/2002	2,291.00	-	2,291.00
12/01/2002	2,291.00	-	2,291.00
3/01/2003	2,291.00	-	2,291.00
6/01/2003	2,291.00	-	2,291.00
9/01/2003	2,291.00	-	2,291.00
12/01/2003	2,291.00	-	2,291.00
3/01/2004	2,291.00	-	2,291.00
6/01/2004	2,291.00	-	2,291.00
9/01/2004	2,291.00	-	2,291.00
12/01/2004	2,291.00	-	2,291.00
3/01/2005	2,291.00	-	2,291.00
6/01/2005	2,291.00	-	2,291.00
9/01/2005	2,291.00	-	2,291.00
12/01/2005	2,291.00	-	2,291.00
3/01/2006	2,291.00	-	2,291.00
6/01/2006	2,291.00	-	2,291.00
9/01/2006	2,291.00	-	2,291.00
12/01/2006	2,291.00	-	2,291.00
3/01/2007	2,291.00	-	2,291.00
6/01/2007	2,291.00	-	2,291.00
9/01/2007	2,291.00	-	2,291.00
12/01/2007	2,291.00	-	2,291.00
3/01/2008	2,291.00	-	2,291.00
6/01/2008	2,291.00	-	2,291.00
9/01/2008	2,291.00	-	2,291.00
12/01/2008	2,291.00	-	2,291.00
3/01/2009	2,291.00	-	2,291.00
6/01/2009	2,291.00	-	2,291.00
9/01/2009	2,291.00	-	2,291.00
12/01/2009	2,291.00	-	2,291.00
3/01/2010	2,291.00	-	2,291.00
6/01/2010	2,291.00	-	2,291.00
9/01/2010	2,291.00	-	2,291.00
12/01/2010	2,291.00	-	2,291.00

Town of Ansted, WV
SRF Fund Loan
$183,285, 20 Years, 0% Interest, 1% Admin. Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2011	2,291.00	-	2,291.00
6/01/2011	2,291.00	-	2,291.00
9/01/2011	2,291.00	-	2,291.00
12/01/2011	2,291.00	-	2,291.00
3/01/2012	2,291.00	-	2,291.00
6/01/2012	2,291.00	-	2,291.00
9/01/2012	2,291.00	-	2,291.00
12/01/2012	2,291.00	-	2,291.00
3/01/2013	2,291.00	-	2,291.00
6/01/2013	2,291.00	-	2,291.00
9/01/2013	2,291.00	-	2,291.00
12/01/2013	2,291.00	-	2,291.00
3/01/2014	2,291.00	-	2,291.00
6/01/2014	2,291.00	-	2,291.00
9/01/2014	2,291.00	-	2,291.00
12/01/2014	2,291.00	-	2,291.00
3/01/2015	2,291.00	-	2,291.00
6/01/2015	2,291.00	-	2,291.00
9/01/2015	2,291.00	-	2,291.00
12/01/2015	2,291.00	-	2,291.00
3/01/2016	2,291.00	-	2,291.00
6/01/2016	2,291.00	-	2,291.00
9/01/2016	2,291.00	-	2,291.00
12/01/2016	2,291.00	-	2,291.00
3/01/2017	2,291.00	-	2,291.00
6/01/2017	2,291.00	-	2,291.00
9/01/2017	2,291.00	-	2,291.00
12/01/2017	2,291.00	-	2,291.00
3/01/2018	2,291.00	-	2,291.00
6/01/2018	2,291.00	-	2,291.00
9/01/2018	2,291.00	-	2,291.00
12/01/2018	2,291.00	-	2,291.00
3/01/2019	2,291.00	-	2,291.00
6/01/2019	2,291.00	-	2,291.00
9/01/2019	2,291.00	-	2,291.00
12/01/2019	2,291.00	-	2,291.00
TOTAL	183,285.00	-	183,285.00 *

* Plus $232.00 one-percent administrative fee paid quarterly. Total fee paid over the life of the loan is $18,560.00.

TOWN OF ANSTED

Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

CROSS-RECEIPT FOR BOND AND BOND PROCEEDS

The undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Mayor of the Town of Ansted (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the 13th day of April, 1999, the Authority received the entire original issue of $183,285 principal amount of the Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program), of the Issuer (the "Bonds"), issued as a single, fully registered Bond, numbered R-1, and dated April 13, 1999.

2. At the time of such receipt of the Bonds upon original issuance, the Bonds had been executed by the Mayor and the Recorder of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Bonds, of $9,164, being a portion of the principal amount of the Bonds. The balance of the principal amount of the Bonds will be advanced by the Authority and the West Virginia Division of Environmental Protection to the Issuer as design of the Project progresses.

WITNESS our respective signatures on this 13th day of April, 1999.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Barbara B Meadows
Authorized Representative

TOWN OF ANSTED

Holly B. Higgs
Mayor

03/23/99
021390/98001

CL514202.2

TOWN OF ANSTED

Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

One Valley Bank, National Association,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

There are delivered to you herewith:

(1) Bond No. R-1, constituting the entire original issue of the Town of Ansted Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program), in the principal amount of $183,285, dated April 13, 1999 (the "Bonds"), executed by the Mayor and the Town Recorder of the Town of Ansted (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Ordinance duly enacted by the Issuer on March 25, 1999, and a Supplemental Resolution duly adopted by the Issuer on March 25, 1999 (collectively, the "Bond Legislation");

(2) A copy of the Bond Legislation authorizing the above-described Bond issue, duly certified by the City Clerk of the Issuer;

(3) Executed counterparts of the loan agreement dated June 22, 1998, by and among the West Virginia Water Development Authority (the "Authority"), the West Virginia Division of Environmental Protection (the "DEP") and the Issuer (the "Loan Agreement"); and

(4) An executed opinion of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Bonds.

You are hereby requested and authorized to deliver the Bonds to the Authority upon payment to the Issuer of the sum of $9,164, representing a portion of the principal amount of the Bonds. Prior to such delivery of the Bonds, you will please cause the Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

Dated this 13th day of April, 1999.

TOWN OF ANSTED

Mayor

03/23/99
021390/98001

CL514208.2

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE TOWN OF ANSTED
SEWERAGE SYSTEM
DESIGN REVENUE BOND, SERIES 1999
(WEST VIRGINIA SRF PROGRAM)

No. R-1 $183,285

KNOW ALL MEN BY THESE PRESENTS: That the TOWN OF ANSTED, a municipal corporation and political subdivision of the State of West Virginia in Fayette County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ONE HUNDRED EIGHTY - THREE THOUSAND TWO HUNDRED EIGHTY - FIVE DOLLARS ($183,285), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2000, as set forth on the "Schedule of Annual Debt Service" attached as EXHIBIT B hereto and incorporated herein by reference, with no interest. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) on this Bond shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2000, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and

conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection, dated June 22, 1998.

This Bond is issued (i) to pay a portion of the costs of design of certain extensions, additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Ordinance duly enacted by the Issuer on March 25, 1999, and a Supplemental Resolution duly adopted by the Issuer on March 25, 1999 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S SEWER REVENUE BONDS, SERIES 1968, DATED OCTOBER 1, 1968, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $270,000 (THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Prior Bonds, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 1999 Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 1999 Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 125% of the amount payable in such fiscal year for principal of and interest on the Series 1968 Bonds and all other obligations secured by a lien

on or payable from such revenues on a parity with the Series 1968 Bonds, so long as the Series 1968 Bonds are outstanding, unless waived by the Holders of the Series 1968 Bonds, and thereafter, 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 revenues on a parity with the Bonds; provided however, that so long as the Series 1968 Bonds are no longer outstanding and so long as there exists in the Series 1999 Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

IN WITNESS WHEREOF, the TOWN OF ANSTED has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated April 13, 1999.

[SEAL]

Mayor

ATTEST:

Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1999 Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: April 13, 1999.

ONE VALLEY BANK, NATIONAL ASSOCIATION, as Registrar

By _____
Its Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$9,164	4/13/99	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

(Form of)

ASSIGNMENT

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

Dated: _____, _____.

_____

In the presence of:

_____

STEPTOE & JOHNSON

ATTORNEYS AT LAW

BANK ONE CENTER

SIXTH FLOOR

P. O. BOX 2190

CLARKSBURG, W. VA. 26302-2190

(304) 624-8000

FACSIMILE (304) 624-8183

BANK ONE CENTER, SEVENTH FLOOR
P. O. BOX 1588
CHARLESTON, W. VA. 25326-1588
(304) 353-8000
FACSIMILE (304) 353-8180

1000 HAMPTON CENTER
P. O. BOX 1616
MORGANTOWN, W. VA. 26507-1616
(304) 598-8000
FACSIMILE (304) 598-8116

126 EAST BURKE STREET
P. O. BOX 2629
MARTINSBURG, W. VA. 25402-2629
(304) 263-6991
FACSIMILE (304) 262-3541

RILEY BUILDING, FOURTH FLOOR
14TH AND CHAPLINE STREETS
P. O. BOX 150
WHEELING, W. VA. 26003-0020
(304) 233-0000
FACSIMILE (304) 233-0014

THE RIVERS OFFICE PARK
200 STAR AVENUE, SUITE 220
P. O. BOX 628
PARKERSBURG, W. VA. 26102-0628
(304) 422-6463
FACSIMILE (304) 422-6462

ALAN B. MOLLOHAN INNOVATION CENTER
1000 TECHNOLOGY DRIVE
SUITE 2210
FAIRMONT, W. VA. 26554-8824
(304) 368-8000
FACSIMILE (304) 368-8413

WRITER'S DIRECT DIAL NUMBER

April 13, 1999

Town of Ansted
Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

Town of Ansted
Ansted, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Division of
Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Town of Ansted (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its $183,285 Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated June 22, 1998, including all schedules and exhibits attached thereto (the "Loan Agreement"), among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Division of Environmental Protection (the "DEP") and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, with principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2000, and ending December 1, 2019, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of

(i) paying a portion of the costs of design of certain additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Ordinance duly enacted by the Issuer on March 25, 1999, as supplemented by a Supplemental Resolution duly adopted by the Issuer on March 25, 1999 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement.

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

1. The Issuer is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia, with full power and authority to design the Project, to operate and maintain the System referred to in the Loan Agreement and to issue and sell the Bonds, all under the Act and other applicable provisions of law.

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

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

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's Sewer Revenue Bonds, Series 1968, all in accordance with the terms of the Bonds and the Bond Legislation.

5. The Bonds are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof, and the interest on the Bonds is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

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

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

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

Very truly yours,

Steptoe & Johnson

STEPTOE & JOHNSON

03/23/99
021390/98001

CL514228.1

JAMES C. BLANKENSHIP III
ATTORNEY AT LAW
105 EAST WISEMAN AVENUE
P.O. BOX 326
FAYETTEVILLE, WEST VIRGINIA 25840
304-574-3556
FAX 574-2365

April 13, 1999

Town of Ansted
Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

Town of Ansted
Ansted, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Division of
Environmental Protection
Charleston, West Virginia

Steptoe & Johnson
Clarksburg, West Virginia

Ladies and Gentlemen:

I am counsel to the Town of Ansted in Fayette County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson, as bond counsel, a loan agreement dated June 22, 1998, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and among the West Virginia Water Development Authority (the "Authority"), the West Virginia Division of Environmental Protection (the "DEP"), and the Issuer, a Bond Ordinance duly enacted by the Issuer on March 25, 1999, as supplemented by a Supplemental Resolution duly adopted by the Issuer on March 25, 1999 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). Capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

I am of the opinion that:

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

2. The Issuer has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia, and the Mayor, Town Recorder and members of the council of the Issuer have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities.

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

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

5. The Issuer has received all permits, licenses, approvals, exemptions, consents, registrations, certificates and authorizations necessary for the issuance of the Bonds, the design of the Project, the operation of the System and the imposition of rates and charges for use of the System, and has taken any other action required for the imposition of such rates and charges. The time for appeal of such rate ordinance has expired prior to the date hereof without any appeal.

6. To the best of my knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan Agreement, the Bond Legislation, the design of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Net Revenues therefor.

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

Very truly yours,

James C. Blankenship, III

JCB,III/td

TOWN OF ANSTED

Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. MEETINGS, ETC.
8. INSURANCE
9. LOAN AGREEMENT
10. RATES
11. SIGNATURES AND DELIVERY
12. BOND PROCEEDS
13. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE
14. SPECIMEN BOND
15. CONFLICT OF INTEREST
16. CLEAN WATER ACT
17. YEAR 2000 COMPLIANCE

We, the undersigned MAYOR AND TOWN RECORDER of the Town of Ansted in Fayette County, West Virginia (the "Issuer"), and the undersigned COUNSEL to the Issuer, hereby certify in connection with the $183,285 principal amount of the Town of Ansted Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program), dated the date hereof (the "Bonds" or the "Series 1999 Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the Bond Ordinance of the Issuer duly enacted March 25, 1999, and the Supplemental Resolution of the Issuer duly adopted March 25, 1999 (collectively, the "Bond Legislation").

2. NO LITIGATION: No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale

or delivery of the Bonds, the undertaking of the Project, the operation of the System, the receipt of the Gross Revenues, or in any way contesting or affecting the validity of the Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Bonds, the pledge or application of the Net Revenues or any other moneys or security provided for the payment of the Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Bonds, the undertaking of the Project, the operation of the System, the pledge or application of moneys and security or the collection of the Gross Revenues or the pledge of Net Revenues as security for the Bonds.

3. GOVERNMENTAL APPROVALS: All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the design of the Project, the operation of the System and the issuance of the Bonds have been obtained and remain in full force and effect. The Issuer has procured the services of the Consulting Engineers in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended.

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

There are outstanding obligations of the Issuer which will rank on a parity with the Series 1999 Bonds as to liens, pledge, source of and security for payment, being the Sewer Revenue Bonds, Series 1968, dated October 1, 1968, issued in the original aggregate principal amount of $240,000 (the "Prior Bonds"), pursuant to an ordinance of the Issuer enacted July 17, 1967 (the "Prior Ordinance"). The Issuer has obtained the consent of the Holder of the Prior Bonds to the issuance of the Series 1999 Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other outstanding obligations of the Issuer which will rank prior to or on a parity with the Series 1999 Bonds as to liens, pledge, source of and security for payment or in any other respects.

The Issuer also has an outstanding loan from the West Virginia Water Development Authority, entered into on June 25, 1976, in the original aggregate principal amount of $6,250. A portion of this loan remains outstanding and the Issuer will attempt to repay this loan from proceeds of any bonds issued by the Issuer for the purpose of constructing facilities designed by the Project, or from other revenues of the System.

5. CERTIFICATION OF COPIES OF DOCUMENTS: The copies of the below-listed documents hereto attached or delivered herewith or heretofore delivered are true, correct and complete copies of the originals of the documents of which they purport to be copies, and such original documents are in full force and effect and have not been

repealed, rescinded, amended or changed in any way unless modification appears from later documents also listed below:

Bond Ordinance

Supplemental Resolution

Loan Agreement

Charter

Oaths of Office of Officers and Councilmembers

Sewer Rate Ordinance

Affidavit of Publication of Sewer Rate Ordinance and Notice of Public Hearing

Minutes on Adoption and Enactment of Sewer Rate Ordinance

Affidavit of Publication of Abstract of Bond Ordinance and Notice of Public Hearing

Minutes on Adoption and Enactment of Bond Ordinance and Adoption of Supplemental Resolution

NPDES Permit

Infrastructure and Jobs Development Council Approval

Prior Bond Ordinance and Supplemental Resolution

Consent of Prior Bondholder

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Town of Ansted." The Issuer is a municipal corporation in Fayette County and is presently existing under the laws of, and a political subdivision of, the State of West Virginia. The governing body of the Issuer is its Council, consisting of a Mayor and 5 councilmembers, all duly elected or appointed, as applicable, qualified and acting, and 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
Geoffrey B. Skaggs	July 1, 1997	June 30, 2001
Allen Hurley	July 1, 1997	June 30, 2001
Lynn McVey	July 1, 1997	June 30, 2001
Kathy Wilson	July 1, 1997	June 30, 2001
James Sowder	September 3, 1998	June 30, 2001
Paige Skaggs	November 5, 1998	June 30, 2001
Shirley P. Noble	July 1, 1997	June 30, 2001

The duly elected and acting Town Recorder of the Issuer is Shirley Noble. The duly appointed and acting Counsel to the Issuer is James Blankenship, III in Fayetteville, West Virginia.

7. MEETINGS, ETC.: All actions, ordinances, 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 Bonds, the design and financing of the Project or the operation of the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A, of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

8. INSURANCE: All insurance for the System required by the Bond Legislation is in full force and effect.

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

10. RATES: The Issuer has duly enacted an ordinance on December 3, 1998, setting rates and charges for the services of the System. The time for appeal of such

rates has expired prior to the date hereof without any appeal, and such rates are currently in effect.

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

12. BOND PROCEEDS: On the date hereof, the Issuer received $9,164 from the Authority and the DEP, being a portion of the principal amount of the Bonds and more than a de minimis amount of the proceeds of the Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as the Project progresses.

13. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE: Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in *The Fayette Tribune*, a newspaper of general circulation in the Town of Ansted, there being no newspaper published therein, together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Bonds described in such Bond Ordinance, stating that any person interested may appear before the Council at the public hearing held at a public meeting of Council on the 25th day of March, 1999, at 7:30 p.m., at the Ansted Town Hall and present protests, and stating that a certified copy of the Bond Ordinance was on file at the office of the City Clerk of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Governing Body and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

14. SPECIMEN BOND: Delivered concurrently herewith is a true and accurate specimen of the Bond.

15. CONFLICT OF INTEREST: No officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Bonds, the Bond Legislation and/or the Project, including, without limitation, with respect to the Depository Bank. For purposes of this paragraph, a "substantial financial interest" shall

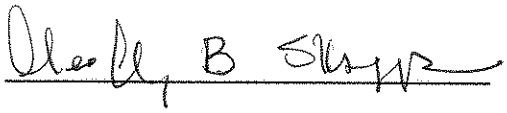
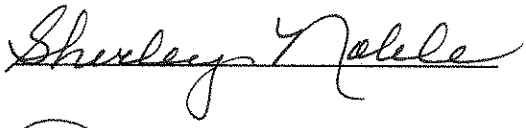
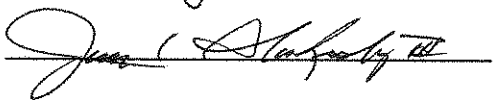
include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

16. CLEAN WATER ACT: The Project as described in the Bond Ordinance complies with Sections 208 and 303(e) of the Clean Water Act.

17. YEAR 2000 COMPLIANCE: The Issuer represents that it has undertaken or will undertake an investigation to determine whether the operations of the System, including but not limited to any billing, collection and inventory computer programs of the System and any electronic or mechanical components of the System's waste treatment and distribution facilities, are Year 2000 Compliant. The Issuer further represents that if it determines as a result of this investigation that any Mission-Critical Component of the System is not Year 2000 Compliant, the Issuer (i) will take timely and affirmative action to repair or replace any such component, and (ii) will perform adequate testing to ensure the sound operation and Year 2000 Compliant status of the repaired or replaced component. For purpose of this paragraph, "Year 2000 Compliant" means, with respect to the information technology the Issuer uses or will use in the operation of the System (including any date-sensitive microprocessors embedded in electronic or mechanical components of the System), the information technology is designed to be used prior to, during and after calendar Year 2000 A.D., and the information technology used during each such time period will accurately receive, provide and process data-time data (including, but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, including the years 1999 and 2000, and leap-year calculations, and will not malfunction, cease to function, or provide invalid or incorrect results as a result of date-time data. For purposes of this paragraph, "Mission-Critical Component" means any component of the System that would be critical to (a) the System's continued operation after January 1, 2000; (b) the Issuer's ability to continue to bill its customers and collect amounts billed from those customers after January 1, 2000; or (c) the Issuer's ability to make all principal and interest payments for the Bonds and Prior Bonds contemplated by the Resolution as and when they become due.

WITNESS our signatures and the official seal of TOWN OF ANSTED on this 13th day of April, 1999.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
	Mayor
	Town Recorder
	Counsel to Issuer

03/23/99
021390/98001

[RESERVED]

STAFFORD
CONSULTANTS
INCORPORATED
Engineering, Design, and Consulting

TOWN OF ANSTED

Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

CERTIFICATE OF ENGINEER

We, Jack D. Stafford, Registered Professional Engineer, West Virginia License No. 6753, and C. Dean Upton, Registered Professional Engineer, West Virginia License No. 7829, of Stafford Consultants, Incorporated, Princeton, West Virginia, hereby certify as follows:

1. Stafford Consultants, Incorporated is engineer for the design of certain additions, betterments and improvements (the "Project") to the existing public sewerage system (the "System") of the Town of Ansted (the "Issuer") in Fayette County, West Virginia, which design is being financed in part by the proceeds of the above-captioned bonds (the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Ordinance enacted by the Issuer on March 25, 1999, as supplemented by the Supplemental Resolution adopted by the Issuer on March 25, 1999, and the Loan Agreement, by and among the Issuer, the West Virginia Division of Environmental protection (the "DEP"), and the West Virginia Water Development Authority (the "Authority"), dated June 22, 1998.

2. The Bonds are being issued for the purposes of (i) paying a portion of the costs of design of the Project; and (ii) paying costs of issuance and related costs.

3. To the best of our knowledge and belief, the undersigned hereby certifies that (i) the Project will be designed by Stafford Consultants, Incorporated as described in the application submitted to the DEP and the Authority requesting the Authority to purchase the Bonds (the "Application") and the Project has been approved by all necessary governmental bodies, (ii) the additions, betterments and improvements designed by the Project will be adequate for the purpose for which they are designed and, when constructed, will, in our professional opinion, have an anticipated useful life of at least 20 years, (iii) prior to construction, the undersigned will assist the Issuer in obtaining all applicable permits from the West Virginia Department of Health, West Virginia Division of Environmental Protection, West Virginia Public Service Commission, West Virginia Division of Highways, West Virginia Division of Culture and History, West Virginia Public Land Corporation, United States Army Corps of Engineers, and railroad companies; (iv) we provided certain information to the Issuer's accountant, including estimated adjustments to operation and maintenance expenses, which information was utilized in developing the rates and charges that were adopted in the Issuer's Rate Ordinance of December 3, 1998, which estimated adjustments were, in our professional opinion, as of the date they were prepared, reasonable and nothing has come to our attention as of the date hereof which would

Post Office Box 5849 • Princeton, West Virginia 24740 • Telephone (304) 425-9555 • Fax (304) 425-9557

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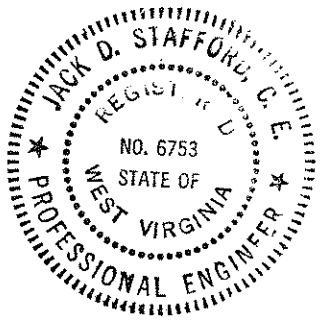
lead us to believe that the aforementioned estimated adjustments are no longer reasonable; (v) the net proceeds of the Bonds are sufficient to pay the costs of the Project as set forth in the Application, and (vi) attached hereto as Exhibit A is the final amended "Schedule A – Total Cost of Project and Sources of Funds" for the Project.

WITNESS our signatures and seals, on this 13th day of April 1999.

STAFFORD CONSULTANTS INCORPORATED

[SEAL]



Jack D. Stafford
West Virginia License No. 6753

[SEAL]

C. Dean Upton, P.E.
West Virginia License No. 7829

SCHEDULE A

NAME OF GOVERNMENTAL AGENCY: Town of Ansted
ESTIMATED TOTAL COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING

A. Cost of Project

1. Construction	$	
2. Technical Services	$	163,285
3. Legal and Fiscal	$	10,000
4. Administrative	$	
*5. Site and Other Lands	$	
**6. Fac Plan or Design or Other loan Repayment (Specify Type:)	$	
7. Interim Financing Costs	$	
8. Contingency	$	
9. Total of Lines 1 Through 8		$ 173,285

B. Sources of Funds

10. Federal Grants:[1]		$	
(Specify Sources)		$	
11. State Grants:[1]		$	
(Specify Sources)		$	
12. Other Grants:[1]		$	
(Specify Sources)		$	
13. Any Other Source[2]		$	
(Specify)		$	
14. Total of lines 10 Through 13			$
15. Net Proceeds Required from Bond Issue (Line 9 less Line 14)			$ 173,285

B. Cost of Financing

16. Capitalized Interest (Construction period plus six months)	$	
17. Funded Reserve Account:[3]	$	
18. Other Costs:[4]	$10,000 Bond Counsel	
	$	
19. Total Cost of Financing (lines 16 through 18)		$ 10,000
20. Size of Bond Issue (Line 15 plus Line 19)		$ 183,285

* not allowable for State Revolving Fund Assistance
** WDA loans not allowable

Charles B Stamps
SIGNATURE OF APPLICANT
DATE : 4/5/99

C. Dean Upton
SIGNATURE OF CONSULTING ENGINEER
DATE: 4-1-99

Jeffrey S. Feamster, CPA

[redacted]

Jeffrey S. Feamster, CPA
P.O. Box 121
Lewisburg, WV 24901
304-647-5980
Fax: 304-647-5980

April 13, 1999

Town of Ansted
Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

West Virginia Water
Development Authority
180 Association Drive
Charleston, West Virginia 25311

West Virginia Division of
Environmental Protection
617 Broad Street
Charleston, West Virginia 25301

Ladies and Gentlemen:

Based upon the rates and charges as set forth in the sewer rate ordinance of the Town of Ansted (the "Issuer") enacted December 3, 1998, the current operation and maintenance expenses of the Issuer and the current number and type of customers of the Issuer, it is my opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the sewerage system of the Issuer (the "System"), will pay all repair, operation and maintenance expenses of the System and leave a balance each year equal to at least 125% of the maximum amount required in any year for debt service on the Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program) (the "Bonds"), to be issued in the original aggregate principal amount of $183,285 to the West Virginia Water Development Authority on the date hereof, and all other obligations secured by or payable from revenues of the System, on a parity with the Bonds, including the Issuers's Sewer Revenue Bonds, Series 1968, dated October 1, 1968 (the "Prior Bonds"). It is my further 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 Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the date of issuance of the Bond's, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for principal of and interest on the Prior Bonds and the Bonds.

Very truly yours,

Jeffrey S. Feamster

THE CHARTER OF THE TOWN OF ANSTED, WEST VIRGINIA

Contents

Sec. 1 Town made a corporate and body politic.

Sec. 2 Elective officers.

Sec. 3 Officers in addition to elective officers; salaries.

Sec. 4 Powers of Council; jurisdiction beyond corporate limits.

Sec. 5 Corporate power vested in Council.

Sec. 6 Licenses.

Sec. 7 Regulation of operation of motor vehicles.

Sec. 8 Persons entitled to vote.

Sec. 9 Boundaries of voting precincts; registration books; registering voters; transfer from one precinct to another.

Sec. 10 Special registrars; compensation of County Court and Clerk; delivery of registration books to Recorder; return to Clerk of County Court. Elections.

Sec. 11 Nominations.

Sec. 12 Law governing preparation of ballot and method of voting.

Sec. 13 Council-How constituted.

Sec. 14 Council-Qualifications; vacancies.

Sec. 15 Council-Mayor; Clerk; Presidnet Pro Tempore.

Sec. 16 Coucil.-Representation of new Area.

Sec. 17 Council-Exercise of legislative functions; information, etc., from officers and employees.

Sec. 18 Audit of books and accounts.

Sec. 19 Removal of officers.

Sec. 20 Rules and regulations for Government of Council; record of meetings.

Sec. 21 Regular meetings of Council.

Sec. 22 Special meetings of Council.

Sec. 23 Contested elections.

Sec. 24 Oath of officers.

Sec. 25 Bonds of officers or employees.

Sec. 26 Quorum of Council.

Sec. 27 Voting in Council.

Sec. 28 Town Recorder to be Clerk of Council; minutes.

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Sec. 55 Distress for collection of taxes.

Sec. 56 Lien on real estate for taxes.

Sec. 57 Tax sales.

Sec. 58 Depositories.

Sec. 59 Bonds-Authority to issue; purposes; interest; limit; taxation to pay interest and principal.

Sec. 60 Bonds-For improvement of streets.

Sec. 61 Power of Council as to public buildings, hospitals, libraries, etc.

Sec. 62 Service of notice, summons, warrant, etc.

Sec. 63 Contested elections for Council.

Sec. 64 Reports by Town Superintendent and Recorder to Council; reports by officers and employees under supervision of Town Superintendent.

Sec. 65 Authority to issue warrants. SEE W.VA. POLICE CODE Section 8-10-2, Page 76-Volume 1

Sec. 66 Statement of claim before action against Town for damage for personal injury.

Sec. 67 Police matron.

Sec. 68 Codification of ordinances.

Sec. 69 Power to buy, sell or exchange real estate.

Sec. 70 Zoning-Power of Town.

THE CHARTER OF THE TOWN OF ANSTED

WEST VIRGINIA

Sec. 1 Town made a corporate and body politic.

The inhabitants of all that part of the County of Fayette included and centered within the limits hereinafter prescribed, are hereby made a Town Corporate and body politic by the name of "The Town of Ansted," and as such Town it shall have prepetual succession and a common seal, and by that name it may sue and be sued, plead and be impleaded and may purchase, hold, lease or sell real estate and personal property necessary to the discharge of its corporate duties, or needful or convenient for the good order, government and welfare of said corporation. (Adopted Jan. 9, 1950)

Sec. 2 Elective officers.

The municipal authorities of the Town of Ansted shall consist of a Mayor, Recorder, and five Councilmen, who shall be elected by the qualified voters of the Town, and such officers shall for the assessment year preceding their respective elections as hereinafter prescribed, have been assessed with and paid taxes in the Town of Ansted upon a valuation of at least one hundred dollars worth of real estate or personal property therein, and any person elected to any one of such offices who has not been assessed with and paid taxes on such amount of property shall not qualify or enter upon the performances of the duties thereof, but such office shall thereby become vacant and shall be filled by a qualified person as provided herein for other vacancies. (Adopted 1-9-50)

Sec. 3 Officers in addition to elective officers; salaries.

In addition to the municipal authorities mentioned in section four of this act, the Town shall have a Municipal Judge, Town Superintendent, Town Clerk, Chief

of Fire Department, Engineer, Health Commissioner, Building Inspector, and such number of Policemen as Council by ordinance may direct. All the officers named in this and the preceding sections shall be paid proper salaries which shall be fixed by the Council, except as herein otherwise provided, and such salaries shall be within the limits provided for by this act. (Adopted Jan. 9, 1950)

Sec. 4 Powers of Council; jurisdiction beyond corporate limits.

The Council of said Town shall have, and is hereby granted power to have said Town surveyed, to lay out, open, vacate, straighten, broaden, change grade of, grade, regrade, curb, widen, narrow, repair, pave and re-pave streets, alleys, roads, squares, plots, sidewalks and gutters for public use, and to alter, improve, embellish and ornament and light the same, and to construct and maintain public sewers and laterals, and shall, in all cases, have power and authority to assess upon and collect from the property benefited thereby, such part of the expense thereof as shall be fixed by ordinance except as hereinafter provided, to have control of all streets, avenues, roads, alleys and grounds for public use in said Town, and to regulate the use thereof and driving thereon, and to have the same kept free from obstruction, pollution or litter on or over them; to have the right to control all bridges within said Town, and the traffic thereover; to change the name of any street, avenue or road within the said Town, and regulate and cause the numbering and re-numbering of houses on any street, avenue or road therein; to regulate the naming of streets, avenues and public places; to regulate and determine the width of streets, sidewalks, roads, and alleys; to order and direct the curbing, re-curbing, paving, re-paving, and repairing of side-

walks and footways for public use in said Town to be done and kept clean and in good order by the owners of adjacent property; to enter into a contract with the County of Fayette, or any internal improvement company for the joint ownership of any bridge by the Town and such County or company, upon such terms as may be prescribed in the contract, but any such bridge shall be a public highway and the interest of the company, County and Town shall be only such proportionate part thereof as it may pay for or that may be named in the contract; to prohibit and punish the abuse of animals; to restrain and punish vagrants, mendicants, beggers, tramps, prostitutes, fortunetellers, palmists, drunken or disorderly persons within the Town, and to provide for their arrest and manner of punishment; to prohibit and punish by fine the bringing into the Town by steamboats, railroads or other carriers of persons known to be paupers, dangerous or objectionable characters or affliced with contagious diseases; to control and suppress disorderly houses of prostitution or ill fame; houses of assignation and gaming houses or any part thereof, to punish those guilty of pessessing, trasporting or selling intoxicating liquors and to confiscate all automobiles, cars, wagons, boats, water and aircraft, beasts of burden and vehicles of any kind in connection with intoxicating liquors are had, kept or possessed for the purpose of transportation or carrying in any way within the Town, to punish those engaged in gaming and to suppress all gaming or gambling houses, and all places where gambling or betting in any way carried on or permitted, and to punish all persons in any way connected therewith; to prohibit within two miles thereof, slaughter houses, soap or glue factories and houses and places of like kind, and any other thing or business dangerous, unwholesome, unhealthy, offensive, indecent or danger-

ous to life, health, peace or property; to provide for the entry into and the examination of all dwellings, lots, yards, enclosures, buildings and structures, cars, boats and vehicles of every description, and to ascertain their condition for health, cleanliness or safety; to regulate the building and maintenance or partywalls, partition fences or lines, fire-walls, fire places, chimneys, boilers, smoke stacks and stove pipes; to provide for and regulate the safe construction, inspection and repairs of all public and private buildings, bridges, basements, culverts, sewers, or other buildings or structures of any description; to take down and remove, or make safe and secure, any and all buildings, walls, structures or superstructures at the expense of the owners thereof, that are or may become dangerous, or to require the owners or their agents to take down and remove them or put them in a safe and sound condition at their own expense; to regulate, restrain or prohibit the erection of wooden or other buildings within the Town; to regulate the height, construction and inspection of all new buildings hereafter erected, and the alteration and repair of any buildings already erected or hereafter erected in said Town, and to require permits to be obtained for such buildings and structures, and plans and specifications thereof to be submitted to the building inspector; to regulate the limit within which it shall be lawful to erect any steps, porticos, bay windows, bow windows, show windows, awnings, signs, columns, piers or other projection or structural ornaments of any kind for the houses or buildings fronting on any street of said Town; to establish fire limits and to provide the kind of buildings and structures that may be erected therein, and to enforce all needful rules and regulations to guard against fire and danger therefrom; to require, regulate and control the construction of fire escapes for any

building or other structures in said Town, to control the opening and construction of ditches, drains, sewers cesspools and gutters, and to deepen, widen, and clear the same of stagnant water or filth, and to prevent obstruction therein, and to fill, close or abolish the same and to determine at whose expense the same shall be done; and to build and maintain fire station houses, crematories, jails, lockups, and other buildings, police stations and police courts, and to regulate the management thereof; to acquire, establish, lay off, appropriate, regulate, maintain and control public grounds, squares and parks, hospitals, market houses, city buildings, airports, libraries and other educational or charitable institutions, either within or without the Town limits, and when the Council determines that any real estate rights, or materials in or out of the Town is necessary to be acquired by said Town for any such Town purposes, or for any public purpose, or is necessary in the exercise of its powers herein granted, the power of eminent domain is hereby conferred upon said Town, and it shall have the right to institute condemnation proceedings against the owner thereof, whether said property to be in or out of said Town, in the same manner, to the same extent, and upon the same conditions as such power is conferred upon public service corporations by Chapter Forty-Two of the Code of West Virginia of the Edition of One Thousand Nine Hundred and Twenty-Three, and is now or may be hereafter amended; to purchase, sell, lease or contract for the take care of all public buildings and structures and real estate deemed proper for the use of such Town; and for the protection of the public to cause the removal of unsafe walls, structures or buildings, and the filling of excavations; to acquire or assist in acquiring land to be donated, dedicated or conveyed to, the State of West Virginia, for public buildings,

and to donate, dedicate and convey the same to said State or otherwise procure the title to the same to be vested in said State; to prevent injury or annoyance to the business of individuals from anything dangerous, offensive or unwholesome; to abate or cause to be abated all nuisances and to that end and thereabout; to regulate or prohinit the keeping of gunpowder and other combustible or dangerous articles, and to regulate the transportation of same through the streets, alleys and public places; to regulate, restrain or prohibit the use of firecrackers or other explosives or fireworks, and all noises or performances which may be dangerous, indecent or annoying to persons or tend to frighten horses or other animals; to provide and maintain proper places for the burial of the dead, in or out of the Town, and to regulate interments therein upon such terms and conditions as to price and otherwise as may be determined; to provide for shade and ornamental trees, shrubbry, grass, flowers and other ornamentation, and the protection of the same; to provide for the poor of the Town; to make suitable and proper regulations in regard to the use of the streets, public places, sidewalks and alleys by street cars, foot passengers, animals, vehicles, motors, automobiles, traction engines, and cars, and to regulate the running and operation of the same so as to prevent obstruction thereon, encroachment thereto, injury, inconvenience or annoyance to the public; and to regulate fares and operation of motor vehicles operating on a fixed routs used in the public transportation of passengers or property; to purchase or otherwise secure life, health or accident policies on the group or other convenient plan upon the members of the Town Police Force and Fire Department, and as an element of compensation of such members may appropriate the money necessary to defray the cost thereof; whenever in its opinion

the safety of the public so requires to authorize or require by ordinance any railroad company operating railroad tracks upon or across any public street or streets of the Town, to construct and maintain overhead or undergrade crossings wherever the tracks of said company are laid upon or across the public streets of such Town, and to apportion according to general law between any such railroad company and Town the cost of the acquisition of the necessary property and rights of way and the damages to abutting properties between any such railroad company and Town; to prohibit prize fighting and cock and dog fighting; to license, tax, regulate or prohibit theaters, moving pictures, curcuses, and exhibition of showmen and shows of any kind, and the exhibition of natural or artificial curiosities, carnivals, menageries and music exhibitions and performances, and other things or business on which the State does or may exact a license tax; to organize and maintain fire companies and departments, and to provide necessary apparatus, engines and implements for the same and to regulate all matters pertaining to the prevention and extingushing of fires; to make proper regulations for guarding against danger and damage from fires, water or other elements; to regulate and control the kind and manner of plumbing and electric wiring, the operation and height of flying of aerplanes, airships and balloons; to regulate wireless stations, radio stations, and other appliances for the protection of the health and safety of said Town; to levy taxes on property and licenses, to license and tax dogs and other animals and regulate, restrain and prohibit them and all other animals and fowls running at large; to provide revenue for the Town and appropriate the same to its expenses; to adopt rules for the transaction of business of its own regulation and government; to promote the general welfare of the Town, and to protect the persons and property

of citizens therein; to regulate and provide for the wrighing of produce and other articles sold in said Town and to regulate the transportation thereof and other things, through the streets, alleys and public places; to have the right to grant, refuse or revoke any and all licenses for the carrying on of any business within said Town on which the State exacts a license tax; to establish and regulate markets and to prescribe the time for holding the same, and what shall be sold in such market, and to let stalls or apartments and regulate the same; to acquire and hold property for market purposes; to regulate the placing of signs, billboards, posters, and advertising on or over the streets, alleys, sidewalks and public grounds of said Town; to preserve and protect the peace, order and safety and health of the Town and its inhabitants, including the right to regulate the sale and use of cocaine, morphine, opium and poisonous or dangerous drugs; to appoint and fix the place of holding Town Elections; to erect, own, lease, authorize or prohibit the erection of gas works, electric light works or water works, ferry boats, in or near the Town, and to operate the same, and to sell the product of services therefrom and to do any all things necessary and incidental to the conduct of such business; to build; to build, hold, purchase, own and operate toll bridges; to enter into an agreement with the County of Fayette, whereby the Council and the County Court of Fayette County shall have the power and authority to provide for a full time Health Officer in charge of all the general health and sanitation activities and of the enforcement of all laws and regulations relating to public health, in the Town of Ansted, the County of Fayette, and to provide for necessary assistants, nurses, clerks and other employees, and the expenses of the administration

thereof, and to provide for a proper division of all such expenses between the Town and County, and make all needful rules and regulations to fully carry into effect the said joint undertaking between the Town of Ansted and the County of Fayette; to provide for the purity of water, milk, meats and provisions offered for sale in said Town, and to that end provide for a system of inspecting the same and making and enforcing rules for the regulation of their sale; and to prohibit the sale of any unwholesome or tainted milk, meats, fish, fruit, vegetables, or the sale of milk, containing water or other things not constituting a part of pure milk; to provide for inspecting dairies and slaughter houses, whether in or outside of the Town, where the milk and meat therefrom are offered for sale within said Town, and to prohibit the sale of any articles deemed unwholesome, and to condemn the same or destroy or abate it as a nuisance; to provide for the regulation of public processions so as to prevent interferences with public traffic, and to promote the good order of the Town; to prescribe and enforce ordinances and rules for the purpose of protecting the health, property, lives, decency, morality, cleanliness and good order of the Town and its inhabitants and to protect places of divine worship in and about the premises where held, and to punish violations of all ordinances, although the offense under and against the same shall also constitute an offense under the laws of the State of West Virginia or the common law; to provide for the employment and safe keeping of persons who may be committed in default of payment of fines, penalties or costs under this act, who are otherwise unable to discharge the same, by putting them to work for the benefit of the Town upon the streets or other places in or out of the Town privided by said Town

and to use such means to prevent their escape while at work as the Council may deem expedient; and the Council may fix a reasonable reate per day as wages to be allowed such persons until the fine and costs against him (them) are hereby discharged; to compel the attendance at public meetings of the members of the Council; to have and exercise such additional rights, privileges and powersas are granted to Municipalities by Charter Forty-Seven of the Code of West Virginia amended. For all such purposes, except that of taxation and for purposes otherwise limited by this act, the Council shall have jurisdiction for one mile beyond the corporate limits. To carry into effect these enumberated powers and all other powers conferred upon said Town expressly or by implication in this and other acts of the Legislature, the Council of a said Town shall have the power in the manner herein prescribed, to adopt and enforce all needful orders, rules and ordinances not contrary to the Laws and Constitution of this State; and to prescribe, impose and enforce reasonable fines and penalties, including imprisonment in the Town lock-up, jail or station house, and to work prisoners found guilty, as the Council may prescribe, and market the products of such labor, and with the consent of the County Court of Fayette, entered of record, shall have the right to use the jail of said County for any purpose necessary to the administration of its affairs. (Adopted Jan. 9, 1950)

SEC. 5 Corporate power vested in Council.

All the corporate power of said Town shall be vested in and exercised by Council or under its authority except as otherwise provided in this act. (Atp. 1-9-50)

SEC. 6 Licenses.

The Council of the Town of Ansted shall have full discretion in the matter of granting, refusing and

revoking licenses for keeping hotels, eating houses and restaurants, garages, taxi-cab stands, bowling alleys, pool and billiard tables and like tables, and for selling soft drinks, as in the case of other licenses, and shall supervise, regulate and control all places licensed for said purposes, and the Municipal Judge or Mayor shall have jurisdiction when such Town license and regulation is sought to be evaded and may prevent such evasion, provided, that no such license, regulation or control shall apply to any fraternal beneficiary society permitted under the State laws. The Council shall make no provisions for the licensing of automobiles or other motor vehicles, except that in the case of motor vehicles used in the transportation of passengers or property for hire the Council may require from the owner or operator of any such vehicle a bond, with sureties, and in such penalty, and with such conditions as it may deem proper. The Council shall have power to enact and enforce proper ordinances for the purpose of carrying into effect the powers hereby granted. If any person fails or refuses to secure a license or to pay any license tax due the Town, or fails to obtain a permit to do anything for which a permit is required by ordinance, in addition to all other penalties and remedies provided by the ordinances of the Town, the Circuit Court of Fayette County and the Court of Common Pleas of Fayette County, or the respective Judge thereof, in vacation, upon application in the name of the Town or of any officer of the Town, shall grant an injunction, inhibiting such person from continuing the business until the full amount of the license tax and penalty prescribed by the ordinance and due the Town is paid, or until the person has obtained the license or permit as required by any ordinance.
(Adopted January 9, 1950)

7 Regulation of operation of motor vehicles.

The Council of the Town of Ansted is hereby granted power, in addition to the powers heretofore grated it, to regulate by ordinance the operation of motor vehicles and other vehicles in said Town, and the speed at which the same may be driven, and to provide for the pubishment of violations of such ordinances; and said Council is given specific authority to punish the violation of ordinance relating to the speed of such vehicles, or the operation thereof, by impounding or taking possession of such vehicles and retaining the same for such time as may be prescribed by ordinance not to exceed thirty days. (Adopted Jan. 9, 1950)

8 Persons entitled to vote.

Every person qualified by law to vote for members of the Legislature of this State (and who shall have been a resident of said Town for sixty days preceding the day of the election, of the precinct in which he offers to vote at least ten days preceding such day and a bona fide resident of the election precinct in which he offers to vote) shall be entitled to vote at all elections held in said Town by or under the authority and control thereof. (Adopted Jan. 9, 1950)

9 Boundaries of voting precincts; registration books; registering voters; transfer from one precinct to another.

Voting precincts in the precincts for the Town Election shall be the same as to boundaries as those fixed by the County Court for all State and County Elections. The County Clerk of Fayette County shall carefully preserve in his office, registration books of each general State and County Election for all of the precincts of the Town of Ansted, and the original of said books shall be used as the registration for all Regular and Special Town Elections, with sure corrections as are herein pro-

vided for. Said registration books shall never be out of the possession and control of the County Court of Fayette County, or the Clerk thereof, except as hereinafter provided: The County Court of Fayette County shall sit on the three last Saturdays and the last Monday next preceding any Regular Election or Primary in said Town of Ansted for the purpose of registering voters who have not been already registered in the various precincts and for transferring voters from one precinct to another which shall be done, upon a proper showing, by striking the name of the voter from the registration book in which it appears, and placing the same upon the registration book of the precinct in which the voter is entitled to vote, and no other way, and for striking off the name of any voter from the registration books when it shall be shown to the satisfaction of said Court that such person is no longer a voter in said Town, and said Court shall also strike from such registration books the name of any person known or proved to them to be dead. It shall be the duty of the Clerk of said Town to give notice of the time and place of the sitting of said Court by publication in two newspapers of opposite politics printed and circulated in said Town, once a week for four successive weeks before any such Municipal Election or Primary. The Clerk of the County Court of Fayette County shall transfer on the registration books the names of such voters as present themselves to him, in person, during such days preceding any Municipal Election after the first Saturday on which the County Court sits, as above provided. The two major political parties, through the chairman of their respective Municipal Exective Committees, may appoint challengers to be present at the office of the Clerk of said County Court on the days when the said Clerk is herein authorized to make transfers, but said Clerk's de-

cision in the matter shall control, (Atd. Jan. 9, 1950)

SEC. 10 Special registrars; compensation of County Court and Clerk; delivery of registration books to Recorder; return to Clerk of County Court. Elections.

No special registrars shall be appointed for any Municipal Election or Primary and the County Court of Fayette County and the Clerk thereof shall receive nothing for their services as required by this and the last preceding section. On the day prior to any Municipal Election or Primary the Clerk of said County Court shall deliver to the Recorder of said Town of Ansted all original registration books used in the last General County and State Election, as corrected by the County Court of said County, and the Clerk of said Town shall send the same to the various precincts of said Town, as provided by law. After said registration books are delivered to said Recorder of said Town, no person shall add to the same any name, nor erase therefrom any name, and any person found guilty of either adding or erasing one or more names shall be guilty of a felony and confined in the penitentiary not less than one, nor more than five years. As soon as may be possible after the holding of any such Municipal Election or Primary said original registration books shall be returned by the Recorder of said Town to the Clerk of the County Court of Fayette County, West Virginia, who shall carefully preserve all of said registration books for such use as is required by law. The regular for the office of Mayor, Recorder, and Councilmen shall be held biennially on the First Tuesday in June. The Mayor, Recorder and Councilmen, must be residents of the Town of Ansted, must be legal voters, entitled to vote for members of the Council of the Town of Ansted, and for the year preceding their election, must have been assessed with and paid

taxes upon at least $100.00 worth of real or personal property therein. It shall be the duty of the members of the Receiving Board, jointly or severally, to challenge the right of any person requesting a ballot to vote in any Municipal Election held in the Town of Ansted, if such person's registration record is not available at the time of the election, or if the signature written by the person in the poll book does not correspond with the signature purported to be his on the registration record, or if the registration record of such person indicates any other legal disqualifications. Any person challenged in accordances with section 4 of this article, shall nevertheless be permitted to vote in the election. Such person shall, however be given a ballot not endorsed by the poll clerks. In lieu of such endorsements, poll clerks shall fill and sign an appropriate form indicating the challenge and the reasons thereof and the names of the challengers. Such formss shall be securely attached to the voter's ballot, and deposited together with the ballot in a separate box or envelope marked "Challenge Ballots." The ballot of any voter challenged according to sections 4 and 5 of this article will not be counted by the election officials. The Canvassing Board shall, on its own motion, at the timeof the canvassing of the election returns, sit in session to determine the validity of such challenges. If the Canvassing Board shall determine if the challengers are unfounded, the ballot of the challenge voter, if otherwise valid shall be counted and tallied together with the regular ballots cast in the election. In such determination the Canvassing Board shall disregard technical errors, omissions, or over sights if it can be reasonably ascertained that the challenged voter was entitled to vote. At every election held in the Town of Ansted, the polls shall be opened on the day of such election at 6:30 o'clock a.m., and be closed at

7:30 o'clock p.m.. At the time of opening the election commissioners shall examine the ballot box, and ascertain that there are no ballots in the same, and they shall thereupon securely lock the box and give one key to one of the commissioners and one to a commissioner of the opposite political party, who shall hold the same, and such boxes shall not again be opened until the time to begin counting ballots. At or before the opening the polls, the Commissioners of elections shall open the package containing the ballots, in such manner to to preserve the seal in tact, and thereupon deliver all of the ballots to the poll clerk. Before any voter is permitted to vote, the Commissioners of election shall proclaim that the polls are open, and when the polls are closed, proclamation must be made of the fact by one of the Commissioners of the election to the people outside, in a loud and audiable tone of voice and the minute of such proclamation and of the time when it was made must be entered on the poll books by the Clerks, and after such minute has been made and entered, no ballot of any voter shall be cast or received. In any election under this Chapter it shall be the duty of the poll clerk, in the presence of the other poll clerk, to indicate by a check mark inserted in the appropriate place on the registration record of each voter the fact that such voter voted in the respective election. If a person is challenged by the polls, such fact shall be indicated by the polls, such fact shall be indicated by the poll clerks on the registration record, together with the name of the challenger. The subsequent removal of the challenger may be recorded on the registration record by the Clerk of the County Court of Fayette County, upon request by the Recorder.
(Adopted Jan. 9, 1950)

SEC. 11 Nominations.

It shall be the duty of the Recorder to post, in

not less than three public places, notices of all elections to be held in the Town of Ansted wherein officers of the Town are to be chosen. Such notices shall be posted not less than 35 days nor more than 60 days prior to the election to which they pertain. After notices of such elections has been posted as prescribed by the preceding section, it shall be the duty of the Recorder, upon the written petition of not less than (6) legal voters of the Town of Ansted being filed with the Recorder to call forthwieh a convention for the purpose of nominating candidates to fill the offices for which the election has been called. Such convention shall be held not less than 25 days preceding the date of the holding of such election for nominations of State or County officers. Any number of conventions may be held upon application as prescribed by this section. A Chairman and a Secretary shall be chosen by all conventions convened under this article. Each Chairman shall, within 24 hours after this convention has adjourned, submit a written report to the Recorder showing the candidates nominated by such convention. Said report shall be under oath and signed by the Chairman, Secretary and at least 5 legal voters of the Town of Ansted who were present at the convention. Upon receiving the sworn reports as prescribed by the preceding section, the Recorder shall place the names of the candidates so reported on the ballots to be used in the election called under the provisions of this article. Only the names of those candidates reported as provided by this article shall be placed on the ballots to be used in said election. (Adopted Jan. 9, 1950)

Cross Reference.

Power of municipality to prescribe nominating procedure-see W. Va. Code 8-3-16.

SEC. 12 Law governing preparation of ballot and method of voting.

The preparation of the ballot and the method of voting and all other requirements of Chapter three of the Code of West Virginia, except as changed or modified by this act, shall govern all Town Elections held under the provisions hereof. (Adopted Jan. 9, 1950)

SEC. 13 Council-How constituted.

The Town of Ansted shall have a Council, which shall be known and styled as the "Council of the Town of Ansted" and shall consist of five residents to be voted for by all the voters of said Town, all of whom shall be nominated, voted for and elected in the manner herein provided. (Adopted Jan. 9, 1950)

Cross Reference.

Selection of Councilmen-see W. Va. Code 8-3-8.

SEC. 14 Council-Qualifications; vacancies.

Only citizens entitled to vote and residents and voters of their respective precincts and having the proper qualifications hereinbefore provided shall be eligible to be elected to the office of Councilmen from the Town. If any person elected to Council fails to qualify within twenty days after he is declared elected, or resigns as a member of the Council, or ceases to be a resident of the Town from which he is elected, then his office shall thereby be vacated and the Council shall fill such vacancy by the election of some qualified person for such unexpired term. No person shall be declared elected by the Council unless he receives the votes of at least a majority of the members elected thereto and the minutes of such meetings shall show that fact. (Adp. Jan. 9, 1950)

SEC. 15 Council-Mayor; Clerk; President Pro Tempore.

The Mayor shall be the presiding officer of the

of the Council and be a member thereof, with the right to vote on all questions the same as any other member of said Council, and the Recorder shall be ex-officio clerk of the Council with the right to vote on all questions the same as any other member of said Council, and the Mayor and Recorder shall each perform such duties as the Council may require of them. The Council shall, at its first meeting after each election select one of its body as President Pro Tempore, who shall in the absense of the Mayor, preside as Chairman of the meeting of the Council, and in the absense of both the Mayor and President Pro Tempore at any meeting of the Council, some member of the Council shall be elected to preside over such meeting.
(Adopted Jan. 9, 1950)

Cross References.

Eligibility of officers-see W. Va. Code 8-3-9.
Powers and duties of Mayor-see W. Va. Code 8-4-3, and 8-4-10.

16 Council-Representation of new Area.

Whenever by the extension of the corporate boundaries of the Town a new area is created as part of the Town, such new area shall have representation in the Town Council and within thirty days after the act creating such new area takes effect, the Council shall proceed to elect one qualified resident thereof, as a member of said Council, to hold office until the next General Town Election.
(Adopted Jan. 9, 1950)

Cross Reference.

Representation from new areas-see W. Va. Code 8-3-8.

17 Council-Exercise of legislative functions; information, etc., from officers and employees.

The Council shall exercise all of the legislative functions of the Town government and shall have the right to demand of any Town official, or employee, information, explanations facts, details, correspond-

ence, or other papers affecting the Town's interest; and it shall be malfeasance and neglect of duty for any such official or employee to fail or refuse to comply with such demands. (Adopted Jan. 9, 1950)

Cross References:

Powers of Council-see W. Va. Code 8-4-10.

18 Audit of books and accounts.

The Council shall by proper ordinance provide for the auditing of all the books and accounts of the Town at least once in each year, and shall employ a reputable certified public accountant for such purpose, and such audit shall show the complete financial condition of the Town at the time thereof and the receipts and disbursements of all moneys during such year. The Council may also provide by ordinance for the publication of the report of the accountant on the financial condition of the Town at least once in each year, and such report of the accountant shall be spread upon the Records of the Council and be a public record for all purposes. (Adopted Jan. 9, 1950)

19 Removal of officers.

Any member of the Council, and any Town official either elected or appointed, may be removed from his office by the Council for any of the following causes: Official misconduct, incompetence, habitual drunkenness, neglect of duty, or gross immorality. The charges against any such officer shall be reduced to writing and entered of record by the Council, and a summons shall thereupon be issued by the Recorder containing a copy of the charges and requiring the officer named therein to appear and answer the same on a day to be named therein, which summons may be served in the same manner as a summons commencing an action may be served, and the service must be made at least five days before the re-

turn day thereof, and it shall require the affirmative vote of two-thirds of all the members elected to Council to remove any such official. The Circuit Court of Fayette County shall have concurrent jurisdiction with the Council to try, hear and determine any proceedings for the removal of any Town official for any of the causes herein mentioned. The Mayor, or any other Town official having the power of appointment, shall have the absolute right in his discretion to remove any of his appointees and appoint another qualified person in his place, but such removal shall be in writing and served upon said official so removed, and all the rights and powers of such official shall cease and end from the time of such service. (Adp. 1-9-50)

20 Rules and regulations for Government of Council; record of meetings.

The Council shall make proper rules and regulations for its own government and the conduct of its business, which rules shall not be contrary to, or inconsistent with, any of the provisions of this act, and such rules shall be published by the Council of this act and the ordinances of said Town. The Council shall cause a record of its meetings to be kept and recorded by the Recorder in a well bound book provided by the Council for that purpose, which book shall remain in the custody and at the office of the Council, and all the books containing the proceedings of former Councils or other governing bodies of the Town of Ansted, shall likewise remain in the custody and be kept at the office of the Council all such books and all Town records shall at reasonable hours and in a reasonable manner be open to the inspection of the public. (Adopted Jan. 9, 1950)

Cross Reference.

Council records-see W. Va. Code 8-4-8.

21 Regular meetings of Council.

The Council shall hold regular meetings on the first Thursday of each month, and the hour and place of such meetings shall be fixed by the Council in the rules adopted by it. (Adp. 1-9-50)

22 Special meetings of Council.

Special meetings of the Council shall be held when called by the Mayor or three members thereof. In either case, the call therefor shall be in writing and signed by the Mayor or members issuing it, and shall state the time, place and business to be considered thereat, and a copy thereof shall be served upon each member of the Council then in the Town. No business, other than that stated in such call, shall be considered at such meeting. (Adp. 1-9-50)

23 Contested elections.

All contested elections shall be heard and determined by the Council and such contests shall be made and conducted in the same manner as provided for in the case of contests for county and district officers; and the Council shall conduct its proceedings in such cases as nearly as practicable in conformity with the proceedings of the County Court in such cases, and there shall be the same right of appeal, in the same way, to the Circuit Court of Fayette County. (Adopted Jan. 9, 1950)

Cross Reference.

Contested elections-see W. Va. Code 8-3-6.

24 Oath of officers.

All officers elected and appointed shall take an oath, before some one authorized to administer oaths, that they will support the Constitution and laws of the United States, the Constitution and law of State

of West Virginia and the ordinances of the Town of Ansted, will faithfully and impartially discharge the duties of their respective offices to the best of their skill and judgment; that they are not and will not during their term of office, in any way or manner become pecuniarily interested directly or indirectly in any contract with the Town, in any franchise granted by it, or in the purchase of supplies therefor. When the officer shall have made such oath in writing and filed the same with the Recorder and shall have given the bond required of him, he shall be considered as having qualified for the office to which he was elected or appointed; provided, that if any person so elected or appointed shall not qualify for said office as herein prescribed, within twenty days after he shall have been officially declared elected or appointed thereto, said office shall ipso facto become vacant, and said vacancy shall be filled in the same manner as other vacancies therein are provided for in this act.
(adopted Jan. 9, 1950)

Cross Reference.

Oaths of officers-see W. Va. Code 8-3-11.

C. 25 Bonds of officers or employees.

The Mayor, Recorder, Municipal Judge and Chief of Police each shall, before entering upon the discharge of their respective duties, give an official bond, conditioned for the faithful performance of such duties as are prescribed in this act or any ordinance now or hereafter passed, in amounts as fixed by the Council. The Council may require additional bond from any of said appointive officers, and may likewise require bond, in whatever sum they may fix, of any other appointive officer or employee. All bonds of officers or employees shall, before their acceptance, be approved by the Council. The minutes of the meeting of Council shall show all matters

touching the consideration or approval of all bonds, and when said bonds are approved and accepted, they shall be recorded by the Recorder in a well bound book kept by him at his office for that purpose, which book shall be open to public inspection; and the recordation of such bonds as aforesaid shall be prima facie proof of their correctness, and they, as so recorded, as well as copies thereof duly attested by the Recorder under the seal of the Town, shall be admitted as evidence in all courts of this state. The Recorder shall be the custodian of all bonds. All bonds, obligations or other writings taken in pursuance of any provision of this act, shall be made payable to the "Town of Ansted," and the respective persons, and their heirs, executors, administrators and assigns bound thereby shall be subject to the same proceedings on said bonds, obligations and other writings, for the purpose of enforcing the conditions of the terms thereof, by motion or otherwise, before any Court of Record held in and for the County of Fayette, that collectors of County livies and their sureties are or shall be subject to on their bonds for enforcing the payment of the County levies. (Adopted Jan. 9, 1950)

C. 26 Quorum of Council.

A majority of the whole number of members elected to the Council shall be necessary for the transaction of business, but a smaller number may adjourn from time to time and may compel the attendance of absent members, in such manner and under such penalties as it may be rules provide. (Adopted Jan. 9, 1950)

Cross Reference.

Quorum-see W. Va. Code 8-4-6.

27 Voting in Council.

Unless otherwise herein provided, the vote upon any

question or motion before the Council may be viva voce when unanimous; but if the question or motion does not receive the unanimous vote of the members present, the gote shall be taken by roll call of the members and made a part of the minutes of the meeting, and when the vote is unanimous the minutes shall so state. (adopted Jan. 9, 1950)

28 Town Recorder to be Clerk of Council; minutes.

The Recorder shall be ex-officio Clerk of the Council and shall keep detailed minutes of its meetings and proceedings in a well bound book for that purpose, which shall remain the custody of the Recorder at his office and open for public inspection. The minutes of every meeting after being corrected, shall be signed by the Mayor and Recorder, and, if thus recorded and signed, they shall be admitted as evidence in any Court of Record in this state. (adopted Jan. 9, 1950)

Cross Reference.

Record of Council-see W. Va. Code 8-4-8.

29 Holding two offices.

No officer of the Town shall hold two offices with the Town at the same time, or be employed by the Town in any other capacity, without first having the consent of the Council. (Adopted 1-9-50)

30 Failure of Mayor or other officer to make appointments.

Whenever the Mayor or other officer shall fail to make any and all appointments under him, or required to be made by him, for a period of thirty days from the time such appointment should have been made, his office may be declared vacant by the Council, and his successor appointed, in the manner herein provided. (Adopted Jan. 9, 1950)

31 Vacancy in office of Mayor or Recorder; vacancy in office of appointive officer.

Whenever a vacancy for any cause whatever shall occur in the office of Mayor or Recorder, the Council shall elect some qualified person to fill said vacancy until the next Town Election, and until his successor shall have been elected and qualified; and when such vacancy shall occur in the office of any appointive officer, his successor shall be appointed, or his successor in office, as hereinbefore provided, and all elective and appointive officers of said Town shall hold their respective offices ~~until their respective offices~~ until their successors are elected, or appointed, and qualified, unless sooner removed. (Adp. 1-9-50)

Cross Reference.

Filling vacancies in offices-see W. Va. Code 8-3-13.

32 Corruption in office.

Any member of Council or any officer of, or connected with, the Town Government pursuant to any law of this State or ordinance of the Town now or hereafter passed, who shall, in his official capacity or under color of his office, knowingly or willfully, or corruptly vote for, assent to or report in favor of, or allow, or certify for allowance, any claim or demand against the Town, which claim or demand shall be on account or under color of any contract or agreement not authorized by or in pursuance of the provisions of this act, or the ordinances of the Town, or any claim or demand against the Town and which claim or demand or any part thereof shall be for work not performed for and by authority of said Town, or for supplies or materials not actually furnished thereto pursuant to law or ordinance, and every such member or officer as aforesaid who shall knowingly vote for, assent to, assist or otherwise permit, or aid in the disbursement or disposition of any money or property belonging to the Town to

any other than the specific use or purpose for which such money or property shall be or shall have been received or appropriated or collected or authorized by law to be received, appropriated or collected, shall, upon conviction thereof, be punished by imprisonment in the County Jail for a period of not less than sixty days or more than one year or by fine of not less than five hundred dollars, or more than two thousand dollars, or by both. But the Council shall pay any just obligations made by the Town and keep and perform all contracts, agreements and obligations made under the law as it was the day before this act goes into effect, and for which and on which the Town is liable or obligated. (Adp. 1-9-50)

33 Power of Council to enforce attendance of witnesses, etc,

The Council in the exercise of its powers and the performance of its duties, as prescribed by this act, and by the laws of the State, shall have the power to enforce the attendance of witnessess, the production of books and papers, and the power to administer oaths in the same manner and with a like effect, and under the same penalties, as notaries public, justice of the peace, and other officers of the State authorized to administer oaths under State laws; and said Council shall have the power to punish for contempt as is conferred on County Courts by Section Thirteen of Chapter Thirty-Nine of the Code. All precess necessary to enforce the powers conferred by this act on the Council shall be signed by the Mayor (or Acting Mayor), and may be executed by any member of the police force. (Adopted Jan. 9, 1950)

Cross Reference.

Punishing contempts-see W. Va. Code 7-1-5 (54).

34 Absence or inability of officers to perform duties.

Whenever for any reason the Mayor shall be absent from

the Town, or unable to attend to the duties of his office temporarily, the President Pro Tempore of the Council shall perform them during such absence or inability of the Recorder to attend to the duties of his office temporarily, the Mayor shall designate someone to perform such duties, provided, that such temporary absence or inability shall not exceed thirty days, but if such absence or inability shall exceed thirty days, then such appointment or designation shall be submitted to the Council, for confirmation or rejection. In the absence or inability of any other appointive Town official to perform the duties of his office, the person or body making the original appointment, or his successor in office, shall designate someone to fill such office temporarily, or is such absence or inability extends over a period of sixty days, he may appoint someone to fill such office permanently.
(Adopted Jan. 9, 1950)

35 Reading and vote on ordinances rules and order of business.

When an ordinance is offered, the Recorder shall present and read the same in full, and the same may be approved, ratified, amended or rejected by roll call vote as provided by law.

(a) Roberts Rules of Order:

The parlimentary procedure comprised in "Robert's Rules of Order," shall govern the Council in all cases not provided for by the Rules of Council and in any case not governed by the said manual of the said rules, the Town shall be governed by the practice in the House of Representatives of the United States.

(b) Recorder:

The Recorder shall be the Clerk and the custodian of all records and papers of the Council.

(c) Authenication of Records:

All records of the Council shall be authenicated by the signature of the Mayor and attested by the signature of the Recorder.

(d) Motions and Resolutions:

All motions and resolutions, if desired by the presiding officer, or any member, shall be reduced to writing and shall be ready by the Recorder before the same shall be debated.

(e) Demand of Previous Questions:

If the previous question shall be demanded by not less than three (3) members, the presiding officer shall without debate, put the question: "Should the main question be put now," if this question be decided in the affirmative, all further debate shall cease and the vote be at once taken on the proposition pending before the Council. When the Council refuses to order the main question, the consideration of the subject shall be resumed as if the previous question had not been demanded.

(f) Rules of Debate:

No question shall be debated until it has been propounded by the Chair: and then the mover shall have the right to explain his view in preference to any other member. When two or more members arise at the same time, the Chair shall name the person to speak; but in all cases a member who shall first arise and address the Chair shall speak first. No one shall disturb or interrupt a member who is speaking, without his permission, except to call to order, if he be transgressing the rules.

(g) Control of Rules:

No standing rule or order of the Council shall be rescinded, suspended or changed, except by majority of vote of the members elected to Council.

(h) Draft of Ordinances.

All ordinances introduced to Council shall be typewritten on one side only of plain white paper.

(i) Reports of Committees:

All records from committees shall be delivered in open Council by the Chairman of said committee, or any person from the committee designated by the Chairman; written reports of said committee shall be filed with the Recorder.

Reading and vote on ordinances rules, and order of business.

(j) Order of Business:

1. Roll Call.
2. To read, correct and approve the minutes of previous meetings.
3. To receive and dispose of communications.
4. To receive resolutions and petitions.
5. To receive reports of standing committees and other officers.
6. To receive reports of special committees.
7. Ordinances introduced and referred to appropriate committee.
8. Unfinished and miscellanous business.
9. Roll call and adjournment. (Adopted 1-9-50)

36. Sergeant at Arms.

The Chief of Police shall attend all meetings of the Council, in the capacity of Sergeant at Arms; he shall, under directions of the presiding officer, aid in the enforcement of good order decorum, together with all such process as shall issue under authority of the Council. (Adopted 1-9-50)

SEC. 37 Election and term of office of elective officers; salary of Mayor; appointment of Town Clerk; appointments by Town Superintendent; term of appointive officers; duties of Mayor and Recorder; salary of Recorder; salary of Recorder; fees.

The Mayor, members of the Town Council and Recorder elected on the first Tuesday in June of the odd numbered years shall hold office for two years. The elected officials shall take office on July 1 following the election. The salary of the Mayor shall be set by the presiding Town Council. The Mayor shall appoint the Town Clerk, Town Superintendent, Chief of Police, Chief of the Fire Department, Police Commissioner, Water Commissioner, Assistant Water Commissioner, Fire Department and Garbage Disposal Commissioner. These appointments shall not require any confirmation by the Council but shall be made at the discretion of the Mayor, who shall, with like discretion, have the full and complete power of removal thereof. The Mayor shall appoint the Town Superintendent, by and with the advice and consent of the Council. The Council shall, whether at a regular or special meeting called for that purpose, pass upon such nomination and either confirm or reject the same, and if such nomination is rejected, then the Mayor shall submit to the Council a further nomination of some other person or persons until the nomination is confirmed by Council, for said office of Town Superintendent, but it shall be the duty of the Council to pass upon all nominations without unreasonable delay; and in any event within two weeks after the submission of the same, and the failure of members of the Council to pass thereon within such time shall be cause for the removal from office of such members of the Council as shall have refused to act thereon. The Council shall appoint a Town Clerk. The Town Superintendent shall appoint or employ such persons as the ordinances of the Town

may require or the Council may authorize by proper resolution. All such officers shall be appointed for the term of two years and until their successors are appointed and qualified unless they are removed in the way and manner in this act provided. It shall be the duty of the Mayor to attend all meetings of the Council and preside over that body. It shall be the duty of the Mayor to see that all of the laws and ordinances of the Town are enforced and he shall have a general oversight over the peace, health and good order of the Town. The duties of the Recorder shall be to attend the sessions of Council to prosecute all suits in behalf of the Town and defend all suits against the Town, to advise the Council and all of the departments of the Town and in general to look after the interests of the Town when it shall need legal services. The salary of the Recorder shall be set by the Council. All fees of every kind collected by any officer or employee, including the Mayor or Municipal Judge when acting as a justice, shall be paid to the Recorder. (Adopted Jan. 9, 1950.)

Cross Reference.

Salary provisions-see W. Va. Code 8-4-10g.

SEC. 38 Town Superintendent.

The Town Superintendent shall be appointed in the way and manner hereinbefore provided and shall receive such salary as Council may by ordinance prescribe. He shall have the right to employ one clerk at such salary as Council may fix, and such other help as he may require and as Council may from time to time allow. The Town Superintendent shall devote his entire time and attention to the duties of his office, and shall have the supervision and control of the exective work and management of the heads of all departments under his control as directed by the

Mayor. He shall make all contracts for labor and supplies, and generally perform all of the administrative work of the Town, and such other duties as Council may require of him, and shall possess such other powers and perform such other duties as Council shall prescribe. (Adopted 1-9-50)

Cross Reference.

Salary provisions-see W. Va. Code 8-4-10 g.

39 Francises-granting; provisions.

Franchises or permits granting the right to occupancy of any portion of the streets or alleys for works of public utility or other use, or granting any right or privilege, whch the Town has the power to grant to individuals, firms or corporations, in order that the latter may serve the public, may be only upon the following restrictions and conditions: Such franchises, rights and privileges shall be granted only by ordinance duly passed by the Council. No grant of any such franchise shall be made without, at the time of making it, providing that the grantee shall indemify the Town against all damages caused by construction, maintenance or operation of such works. Additional provisions and conditions shall be made for the protection of the public against damage or inconvenience by reason of the construction, maintenance or operation thereof. No grant of a franchise for the extension of or an addition to any line or work of public service through, over or under any additional street or territory of the Town, shall be made for a period extending beyond the time limit for the expiration of franchise of the principal work is one granted before this act goes into effect and not limited as to time, any franchise granted for an extension or addition thereto shall nevertheless be made subject to the conditions thereof, including a time limit for a

period not exceeding twenty-five years. All franchises hereafter granted shall embody therein a plainly expressed condition, where the franchise is for the work to be useful chiefly to the citizens of the Town, that at the expiration of such franchise or certain periods theirin mentioned, the grantee shall, if required by the Town, sell to the Town the plant at its actual value, exclusive of any value for the franchise granted by the Town or its earning capacity or productive worth, and no exclusive franchise shall be granted. If the Town and the owner of the plant cannot agree upon its worth, then the value shall be ascertained by an impartial arbitration, one arbitrator to be selected by the Town, one by such owner of the plant, these two to select a third and the decision of any two to be ninding upon both parties, and if they fail for a period of thirty days to select such third arbitrator, then either party may apply to the Judge of the Circuit Court of Fayette County who shall then appoint such third arbitrator. No franschise shall be granted without the affirmative vote of two-thirds of all the members elected to said Council. (Adopted 1-9-50)

Cross Reference.

Granting franchises-see W. Va. Code 8-4-14.

40 Franchises-Advertisment of application; submission to voters.

When any franchise, permit or license granting the right to use the streets, alleys, or public grounds, shall be applied for, the application or petition shall be advertised in two newspapers, published in said Town, thirty days before the same shall be heard and determined by the Council; and any ordinance granting such rights and franchises shall on the petition of ten per cent of the votes cast for

all candidates for the office of Mayor at the last preceding election, be submitted to the voters at a special election, for adoption or rejection, which shall be by a majority of the votes cast; said election to be held and conducted as other Municipal Elections are held; except that all of the expenses of said election shall be born by the party or corporation desiring said rights and franchise. All such ordinances shall protect the interests of the Town, as provided in section thrity-seven as well as such additional conditions, compensations or limitations as Council may prescribe. (Adp. 1-9-50)

41 Committees of Council; adjournment of Council meetings; postponement of announcement of vote.

Council shall have the right to appoint such committees of its own body as it may deem proper, and may give such committees power and authority to perform any duties and make any reports to Council concerning the duties of Council, and Council may adjourn its meetings from time to time, pending the consideration of any matter, franchise or ordinance, and may postpone the announcement of any vote to an adjourned meeting or to a future meeting. (Adopted Jan. 9, 1950)

42 Style of ordinances.

The style of all ordinances enacted by the Council shall be "Be it ordained by the Council of the Town of Ansted." (Adopted Jan. 9, 1950)

43 Passage of ordinances; revision, reenactment or amendment; effective date; publication of caption or title; resolutions and orders.

No ordinance shall be passed, except by bill, and no bill shall be so amended in its passage as to change its original purpose. All bills must be in writing and read in full when presented at a regular or special meeting of Council, and except in case of emergency and when so authorized by a vote of four-fifths of the members elected, taken by yeas and nays,

no bill shall be considered for final passage at the meeting at which it is introduced; but at any subsequent regular or special meeting bills may be taken up for consideration and final action. No bill except in case of emergency evidenced by a vote of four-fifthes of the members of Council elected shall be considered for final passage unless the same has been referred to a committee for report. All amendments made by a committee to a bill shall be reported to Council and incorporated in said bill, and before final action on said bill, the bill with any amendments shall be fully and distinctly read, after whcih reading, whether at the meeting at which the bill may be considered for final action. No bill shall become an ordinance unless on its final passage the vote be taken, the names of the members voting for and against the same be entered of record in the minutes of Council, and a majority of all members elected recorded thereon as voting in its favor. Bills referred to a committee may be withdrawn therefrom at any subsequent meeting for present consideration by an affirmative vote of a majority of the members of Council present. Bo bill except general appropriation bills, which may embrace the various subjects and accounts for and on account of which moneys are appropriated, and bills fixing the annual salaries of officers and employees of the Town, and bills, providing for the paving or improving of streets, or constiruction of sewers, shall contain more than one object and that shall be expressed in the title, but if any object shall be embraced in an ordinance which is not so expressed the ordinance shall be void only as to so much thereof as shall not be so expressed. No ordinance shall be revised or re-enacted by mere reference to the title thereof, but the same shall be set forth at length as if it were an original ordinance, nor shall any ordinance

be amended by providing that designated words there of be stricken out and others inserted in lieu thereof, but the ordinances or sections amended shall be set forth in full as amended. All ordinances in force at the time this act goes into effect, not inconsistent herewith, shall remain in full force until altered or repealed as herein provided, and all rights, actions, prescriptions and contracts of the Town not inconsistent therewith shall continue to be valid as if this act had not been passed. Any ordinance heretofore passed which may be void on account of failure of Council properly to observe any provisions of the Charter of the Town of Ansted or ordinances in force at the time said ordinance was passed shall so far as it may effect the validity of any paving or sewer assessments heretofore laid, be in full force and effect until repealed or amended, the same as if legally passed. No ordinance of the Council shall take effect until the expiration of five days after its final passage, unless the Council shall by a vote of three-fifths of its members elected, taken by yeas and nays, otherwise directed. It shall be the duty of the Recorder to make publication of the caption or title of every ordinance in a newspaper of general circulation in the Town of Ansted within five days after its passage, but failure so to do shall not affect the validity of any such ordinance. Resolutions and orders of Council other than ordinances may be considered for final passage at the meeting at which they are proposed, and shall, unless otherwise provided therein, be in force and effect from and after their passage. (Adopted Jan. 9, 1950)

SEC. 44 Ordinances to be spread on records of Council; "Ordinance Record"; Code of Ordinance.

All ordinances passed, shall be spread in extenso upon the records of the Council when adopted. The

The Council shall also provide a well-bound book designated as "Ordinance Record", in which shall be copied by the Recorder all ordinances, in the order in which they are passed, which ordinances, when so copied, shall be compared with the originals by the Mayor and shall be signed by him when found correct. Such books shall be indexed so as to show in brief form the substance of the ordinance, and shall be received by all courts and justices in this State as evidence, but the Council may adopt by ordinance properly designating and describing it, a Code of Laws and Ordinances, which when adopted shall be printed in book form, or said Council may designate any committee, or attorney, or the Town Solicitor to prepare a Code of Ordinances for the government of the Town of Ansted, and said Council may be ordinance adopt the Code so prepared as a whole, and when said ordinance adopting said shall have been passed by the Council, the said Code shall be and become the law and ordinances of the Town, and may be printed by order of the Council, and the same shall be so received as evidence of what is printed therein, until errors or omissions be affirmatively shown therein. (Adp. 1-9-50)

SEC. 45 Officers conservations of the peace.

All persons elected or appointed to the offices named in this act shall be conservators of the peace within said Town, and they, and any other officer provided, for under this act, may be given authority of police officers by the Council. (Adp. 1-9-50)

SEC. 46 Powers and duties of Municipal Judge; maximum imprisonment for violation of ordinance; appeal; expense of maintaining persons committed to County Jail.

The Municipal Judge shall be ex-officio a justice and a conservator of the peace, and with authority to issue processes for all offenses committed with-

in the police jurisdiction of the Town of Ansted, of which a justice of the peace has jurisdiction under state statues, and for all violations of any Town Ordinances, and shall have charge of and preside over the Municipal Court of such Town; and may commit persons charged with felony or misdemeanor to jail or take bond for their appearance before the grand jury of the circuit, intermediate or other courts of Fayette County; he shall keep an accurate record of all his judicial proceedings in said court, showing the style of each case, which record shall be indexed and numbered. It shall be his duty to hold daily sessions of his said court, Sunday excepted. Beofre trying any person charged with any violation of any state law or ordinance a warrant specifying the offense or violation charged shall be issued as herein provided and the Municipal Judge shall render judgment in any case as the law of the State or the Ordinance of the Town applying thereto may require; he shall also have the power to issue executions for all fines, penalties and costs imposed by him and he may require immediate payment; may commit the party so in default to the jail of the Town of Ansted or of the County of Fayette, or other place of imprisonment in said Town, until the fine and penalty and costs shall be paid or satisfied, to be employed during the the term of imprisonment as hereafter provided, but for violation of Town Ordinance the term of imprisonment in any such case shall not exceed thirty days, and in all cases where a person is imprisoned or to the payment of a fine of ten dollars or more, such person shall be allowed an appeal from such decision to the Intermediate Court of said Fayette County upon the execution of an appeal bond, with surety deemed approved by the said Municipal Judge or Municipal Court Clerk in a penalty double the amount of the fine and costs imposed by said Judge, conditioned that the person proposing to ap-

peal will appear before the Intermediate Court of Fayette County on the first day of the next term whereof to answer for the offense wherewith he is charged and not depart thence without leave of the court and to satisfy all costs and fines imposed against him; and in no case shall judgment for a fine of less than ten dollars be given by the Municipal Judge if the defendant, his agent and or attorney object thereto. When the judgment on appeal is against the appellant for any sum of money, judgment shall be rendered by the Intermediate Court against the appellant and those who signed the appeal bond as surty thereon. Before said Municipal Judge or Clerk shall accept any natural person as surety upon any bond or recognizance under the provisions of this section, and such surety shall furnish a certified statement of the Clerk of the County Court of any County in this State in which surety owns real estate, and shall file an affidavit, the form of which may be prescribed by the Municipal Judge, showing the bonds and recognizances upon which he is then surety and the amount of each bond or recognizance. If the amount of such bond or recognizances, together with other bonds and recognizances as shown by the affidavit aforesaid, exceeds in amount the assessed value of the surety's property as shown by the certificate of the Clerk of the County Court, or if any such bond or recognizance theretofore given, by such surety be forfeited and unsatisfied, then such surety shall be disqualified; and if any bond or recognizance be accepted and it subsequently appears that the surety thereon is disqualified then such bond shall be declared void by the Municipal Judge and the person whose appearance in the Intermediate Court of Fayette County and whose payment of fine and costs are thereby secured may be forthwith apprehended and held in

the Town Jail until a proper bond of recognizance is given; provided, however, that whenever any surety is offered less than one hour before the County Clerk's office is closed or after it is closed, surety shall make an affidavit that he owns real estate in Fayette County to an assessed value above encumbrances thereon, of at least double the amount of bond required. Any person makingor procuring to be made a false statement in any such affidavit, with intent to deceive said Municipal Judge, shall be guilty of perjury. If such appeal be taken, the warrant of arrest, the transcript of the judgment, the appeal bond and other papers of the case shall be forthwith delivered by the said Judge to the Clerk of the Intermediate Court and the Court shall proceed to try the case as upon indictment or presentment and render such judgment, including that of costs, as the law and the evidence may require. On appeals from said Municipal Court the Intermediate Court of Fayette County shall be governed by the same principles with respect to the forfeiture of bonds and recognizances, and the issuance and execution of capiases and writs of fieri facias as prevail in cases in which the State is a party. The expense of maintaining persons committed to the jail of the County by such Municipal Judge shall be paid by the Town. The Municipal Judge shall account for and pay over the amount of all fines collected by him weekly to the Recorder of the Town and shall make monthly reports thereof, and of all other matters, pertaining to his office to the Council of said Town.(Adp. 1-9-50)

47 Qualifications of Municipal Judge; not to appear as counsel in criminal cases; absence or inability to perform duties; bond.

The Municipal Judge shallhave attained the age of twenty-one years at the date of the beginning of his term of service and shall have been a resident of this

State or County for the period of two years previous to the beginning of his term of service for the period of two years. He shall not appear as counsel in any criminal case before the Town during his term of service. In the absence of, or in case of the inability of the Municipal Judge to perform his duties, the Municipal Court Clerk shall act as Municipal Judge in his stead, and in the event that either or the Municipal Judge nor the Municipal Court Clerk can for any cause perform such duties, then the Mayor shall act as Municipal Judge. The official bond of a justice of the peace shall not be required of the Municipal Judge.
(Adopted Jan. 9, 1950)

48 Bail.

In all cases of arrest by the police of the Town, except in cases of murder and rape, the person arrested shall have the absolute right to give a reasonable and proper bond for his appearance at Police Court for a trial of his case, and the Municipal Judge, Town Clerk, Municipal Court Clerk, Mayor or Chief of Police and the desk sergeant or person in charge of police headquarters shall have the power, and it shall be their duty, to accept such bond from such person so arrested, and upon the giving of such bond he shall be released, and it shall be their further duty to permit such person arrested to communicate in any reasonable way with any person or persons with whom he may desire to have communication in reference to his giving bail in order to obtain his release, and each of said officers and all policemen shall render reasonable aid in assisting such person arrested to communicate with any person that he may desire for the purpose of securing such bail. In cases one so arrested fail to give bond as aforesaid, the Municipal Judge, or if said Judge be not then sitting, either of the officers named above may order such person committed to the Town Jail for safe

keeping until the trial of his case. (Adp. 1-9-50)

Cross Reference.

Excessive bail-see W. Va. Const. Art. III * 5.

Nuisances.

The Mayor of said Town shall have the authority to abate and remove all nuisances in said Town. He may compel the owners, agents, assignees, occupants or tenants of any lot, premises, property, building or structure, upon or in which any nuisance may be, to abate and remove the same by orders therefor, and the Council shall by ordinance provide a penalty for the violation of such orders. Council may be ordinance regulate the location, construction, repair, use, empting and cleaning of all water closets, privies, cesspools, sinks, plumbing drains, yeards, lots, areaways, pens, stables and other places, where offensive, unsightly, unwholesome, objectionable or dangerous substances or liquids are, or may accumulate, and provide suitable penalties for the violation of such regulations, which may be enforced against the owner, agents, assignee, occupant or tenant of any premises, or structure where such violation may occur. It shall be the duty of all police officers to report to the Mayor the facts as to the existence of any nuisance known to them. If the owner, agent, tenant, assignee or occupant of any such premises, lot, property, building or structure, as is mentioned herein, shall fail or refuse to abate or remove any such nuisance, as mentioned herein, or to comply with the provisions of any such ordinance and the regulations herein contained, the manager may have said nuisance abated or the provisions of said ordinances carried out, after reasonable notice to said owner, occupant, tenant, agent or assignee of his intention so to do, and collect the expenses threof, with one per centum per month interest added from the date of said notice,

from the said owner, occupant, tenant, agent or assignee, by distress or sale, in the same manner in which taxes levied upon real estate for the benefit of said Town are herein authorized to be collected, and the expense shall remain a lien upon said lot, or part of lot, the same as taxes levied upon real estate in said Town; which lein may be enforced by a suit in equity before any court having jurisdiction, as other leins against real estate are enforced. In case of nonresident owners of real estate such notice may be served upon any tenant, occupant, assignee or rental agent or by publication thereof once a week for not less than two consecutive weeks in two newspapers of opposite politics, published in said Town. And in all cases where any tenant, occupant or agent is required to abate and remove any nuisance under the provisions of this section, or comply with the provisions of any such ordinance as is mentioned herein, the expense thereof may be deducted out of the accuring or accured rent of said property or amount due said owner from the agent, and such tenant, occupant or agent may recover the amount so paid from the owner, unless otherwise especially agreed upon. Any expense incurred by the Mayor as herein provided, in the manner aforesaid, may be collected in the manner herein provided, notwithstanding the imposition of any other penalty or penalties upon any of the persons named herein, under any of the provisions of this act. The abatement or removal of any such nuisance by the Town at the expense of said Town, as herein provided, shall be prima facie proof that the said notice to the owner, occupant, agent or assignee was given as herein prescribed. (Adp. 1-9-50)

Cross References.

Power of Council-see W. Va. Code 8-4-10.
General offenses-see General Offenses Law, Part Five.
Health nuisances-see Hlth. Art. 49.

50 Connection with sewer system.

The Mayor may require all owners, tenants or occupants of improved property which may be located upon or near any street or alley along which may be extended any sewer or system of sewerage, which the Town may construct, own or control, to connect with such sewer, or system of sewerage, all privies, ponds, water closets, cesspools, drains or sinks, located upon their respective properties or premises, so that their contents may be made to empty into such sewer or system of sewerage. (Adp. 1-9-50)

Cross References.

Sewer connections compelled-see W. Va. Code 8-9-3.
Sewers-see S. & P. S. Art. 5, 23, 25 and 27.
Privies-see Hlth. Art. 47.

51 Construction of sidewalks, curbs and gutters.

The Council shall have the right and authority to establish the width of any sidewalk on any street, alley or public square, or any portion thereof in said Town, to cause to be put down a suitable curb of brick, stone or other material alone for the footways and sidewalks of the streets, alleys or public squares or portion thereof, and to order the construction, relaying and repair of sidewalks and gutters of such material and width, and in such manner, as the Council may reasonably prescribe by the owners or occupiers of the lots or parts of lots facing upon said streets, alleys and public squares; and in case of a failure or refusal of any such owner or occupiers of the lots or parts of lots to construct, re-lay or repair such sidewalks and gutters, when required, itshall be lawful for the Council to have such sidewalk and gutters constructed, re-laid or repaired, and levy and collect the expense thereof,with one per centum per month interest added after a demand of thirty days has beenmade by the Recorder of the Town

from the said owner, owners, occupier, occupiers or any of them; and in cases of such assessment, whether for the construction, re-laying or repairing of sidewalks or gutters, payment thereof shall be made to the Recorder within thirty days after the completion of the work and demand made, and if not so paid the Town is hereby authorized to collect or cause to be collected the expense thereof, with one per centum per month interest added after work has been completed and a demand of thirty days, and they shall have the power to collect, or cause to be collected, the same from said owner, owners, occupier or occupiers or any of them by distress and sale, in same manner in which taxes levied upon real estate for the benefit of the said Town are herein authorized to be collected, and in addition there shall be a lein upon the real estate against which such assessment has been levied for the construction, re-laying and repairing of sidewalks and gutters as herein provided, which lein may be enforced by a suit in equity before any court having jurisdiction, as other liens against real estate are enforced, and it shall be the duty of the Recorder to cause to be certified to the Clerk of the County Court of Fayette County the order laying an assessment authorized by this section. The Clerk of the County Court of Fayette County is hereby required to record and index such assessments in the proper trust deed book in the name of persons against whose property assessments appear therein; provided, however, that a reasonable notice shall first be given to said owner or occupier or their agent, that they are required to construct, re-lay or repair such sidewalks or gutters. In case of non-residents who have no known agent in said Town, such notice may be given by publication for a period not less than once a week for two consectutive weeks in any

newspaper printed in said Town; and in all cases where a tenant shall be required to construct, relay or repair sidewalks or gutters in front of the property of his or her occupancy, the expense of such construction of re-laying or repairing may be deducted out of the accuring rent of said property, and he may recover the amounts paid from the owner; unless otherwise especially agreed upon. The laying or construction of any such sidewalks by the said Town shall be prima facie proof that the said notice to the owner (redisent or non-resident) or occupier, or their agent, was given as herein required.
(Adopted Jan. 9, 1950)

Cross References.

Street improvements-see W. Va. Code 8-9-1. et seq.
Sidewalk construction-see S. & P. S. Art. 11.

52 Annual estimate for tax levy.

The Council shall ascertain the total expense of the Town to be provided for by levy for the fiscal year in which said levy is made, and it shall make a detailed itemized estimate of the sum of money necessary to pay interest accruing on the bonded indebtedness of said Town, the amount required for the several sinking funds for the reduction of the principal thereof, the amounts necessary for the support of the various departments of the Town and for the improvements of its streets, alleys, avenues and public grounds real and personal property, contingent expenses and other expenses, together with an itemized statement of the estimated receipts other than that to be deprived by the annual levy, and after receiving such estimates, and before making the levy, it shall apportion the rate thereof, including the estimated receipts from lecenses and all other sources amoney the several funds so acertained and provided for, which apportionment shall be spread upon the records of this Town, and in making said said estimate, providing for

the revenue for the fiscal years, etc., it shall be the duty of the Council strictly to observe all the provisions of Chapter Nine of the Acts of the Legislature, one thousand nine hundred and eitht, entitled, "An act to regulate the rate and manner of laying levies for taxation in counties, magisterial and school and independent school districts, and municipal corporations, and to provide penalties for the illegal expenditure of public moneys, incurring of illegal obligations and the laying of illegal obligations and the laying of illegal levies by any tax levying body, and for the distribution of a portion of the school fund," and all amendements thereto, except where said last named act shall be inconsistent with this act as to limit of taxation.
(Adopted Jan. 9, 1950)

Sec. 53 Authority to levy and collect taxes; limit of taxation; capitation tax.

The Council shall have authority to levy and collect an annual tax on real estate and personal property in said Town and to impose a tax on all other subjects of taxation under the several laws of the State, which shall be uniform with respect to persons and property within the jurisdiction of said Town, and shall only be levied on such property, real, personal and mixed, on which the State imposes a tax; provided, that with the exception of the special levies authorized by law, no greater levy shall be laid by said Council on the taxable property of said Town than fifty cents upon each hundred dollars of the assessed vauation of the property of the municipality; and, provide, further that the Council shall, in making such levy, be subject to all provisions of Chapter Nine of the Acts of the Legislature of one thousand nine hundred and eight and any and all amendments thereto, except as hereinprovided. There shall be a tax of two dollars annually assessed on each and every

male inhabitant of said Town over the age of twenty-one years who is subject to a capitation tax under the laws of the State of West Virginia. The same shall be set out and included in the personal property book against every such inhabitant, and shall be collected under the authority of the Town at the time of collecting other levies and taxes.
(Adopted Jan. 9, 1950)

54 Powers of Recorder.

The Recorder shall have the power to collect the Town Taxes placed in his hands except as otherwise provided in this act, and he shall also have power to collect the Town claims which may be placed in his hands by the Council for collection. (Adp. 1-9-50)

55 Distress for collection of taxes.

All goods and chattels belonging to a person, firm, corporation or estate, assessed with any Town taxes, whether the same be a capitation tax or a tax upon real estate or personal property or an assessment for paving or other improvements, shall be liable for said tax, and may be distrained therefor in whosoever's possession they are found, and the Recorder shall have the same power to collect said tax or assessment from any person owing a debt to or having in his possession any estate belonging to a person assessed with any tax or assessment of any kind that the sheriff has to collect state taxes in such cases. The Recorder may distrain and sell for all Town taxes and assessments and in all respects have the same power to enforce the collection thereof as the sheriff has to enforce the collection of State taxes.
(Adopted Jan. 9, 1950)

56 Lien on real estate for taxes.

There shall be a lien upon all real estate within said Town for the Town taxes assessed thereon, including such penalties added thereto for non payment thereof as are prescribed by this act, from the first day of

January of the year in which said taxes are assessed. Said liens may be enforced by appropriate suit in any court of record in Fayette County; provided, such suit be instituted within five years from the time the said liens attached as herein provided, and such suit may either be instituted by and in the name of the Town of Ansted as plaintiff, or said Town may intervene by petition in any suit to sell or enforce liens against any real estate which is subject to such lien for said taxes. The liens herein created shall have priority over all other liens except those for taxes due the State. (Adopted Jan. 9, 1950)

Cross Reference.

Tax lien-see W. Va. Code 8-7-3.

57 Tax sales.

Said liens for Town taxes and attendant penalties may also be enforced by certifying the same to the Clerk of the County Court of Fayette County for certification to the State Auditor, and the same may be certified down by said Auditor, and sold for taxes, interest, penalties and commissions thereon, in the same manner, at the same time, and by the same officer as real estate is sold for taxes, interest, damages, cost and commission due that State thereon, which officer shall account therefor on settlement with the Town and pay over the same to the Recorder of the Town. (adopted Jan. 9, 1950)

58 Depositories.

It shall be the duty of the Recorder of the Town to keep all fu;nds of the Town in some bank or banks within said Town, which shall pay interest on such deposits and which shall pay interest on the average daily balance of such funds in all accounts of the per cent equal to that paid by State depositors on all funds of the State of West Virginia and in the same manner and at the same time. If no bank

within the Town, is willing at any time to receive deposits of the Recorder and to pay such interest thereon, the Recorder shall report this fact to the Council, who shall thereupon designate a bank or banks in which he shall deposit said funds for the time being and until some bank in said Town will receive such deposits on such terms. Before receiving any such deposits such bank or banks shall give bond in such penalty as the Council shall prescribe, and with securities to be approved by said Council, conditioned for the prompt payment whenever lawfully required, of all the Town moneys or parts thereof which may be deposited with them, which bond shall be renewed at such times as the Council may require. (Adopted Jan. 9, 1950)

Cross Reference.

Town funds-see Adm. Art. 37.

59 Bonds-Authority to issue; purposes; interest; limit; taxation to pay interest and principal.

The Town of Ansted is hereby authorized to issue and sell bonds of said Town, for the purposes of buying and building bridges, electric light plants, water works, gas lines and fields, and other public utilities; and for the purpose of acquiring and providing land for public parks, public streets, avenues and alleys, airports and other public grounds, and acquiring or assisting in acquiring property, and other public buildings, which donation, dedication and conveyance are hereby authorized to be made, and also to provide ground for and erect an incinerator plant or garbage crematory, or other plant or means for the disposal of garbage and refuse; and such bonds shall be sold for not less than par, and shall be payable in a period not exceeding thirty-four years, and shall bear interest, not to exceed six per centum per annum; and in the issuance and sale of said bonds the Town shall be governed by all the

restrictions of the constitution of this State and the statutes of this State, with respect to the issuance and sale of other bonds; provided, that said Town shall not, by the sale or issue of bonds for the purposes above mentioned, cause the aggregate of its indebtness, of every kind whatever, to exceed five per centum of the value of the taxable property therein but may for the above purposes issue bonds to the maximum of said five per cent; nor shall said Town make such issue and sale of bonds without, at the same time, providing for the collection of a direct annual tax sufficient to pay annually the interest on the same, and a sinking fund to pay the prinical within the time for which said bonds shall be issued. (Adp. 1-9-50)

Cross References.

Bonds for public works-see W. Va. Code Ch. 8 Art. 4A.
Municipal bonds-see Adm. Art. 9.

50 Bonds-For improvement of streets.

The Town of Ansted is hereby authorized to issue and sell bonds of said Town, for the purpose of paying the Town's part of the cost of grading, curbing paving, sewering or otherwise improving the avenues, streets, roads and alleys of said Town, and for the purpose of providing funds to cover all or any part of the cost of grading, curbing, paving or sewering that may be assessed against abutting property owners in the manner provided for by law; and said Town is hereby given full power to employ the proceeds of such bonds in the purchase of paving certificates or otherpermanent improvement certificates issued under the provisions of the Charter and made liens or assessments against real estate in said Town, at not to exceed their par value, and may hold and collect or otherwise dispose of the same; provided, that said Town shall not be the sale

or issuance of bonds for the purpose above mentioned, cause the aggregate of its indebtedness, of every kind whatever, to exceed five per centum of the value of the taxable property therein. The proceeds of any bond issue, authorized under this section, shall be set aside as a separate fund, and all special assessments covering improvements, the whereof has been advanced out of this fund, shall be paid into and become a part of said special fund and be used for the samepurpose and in the same manner as the proceeds of said original fund. This fund shall continue to be used for the purposes mentioned herein, until such time as the Town's part of the cost of grading, curbing, paving, sewering or otherwise improving the avenues, streets, roads or alleys of the Town equals the original proceeds of the bond issues authorized for the purpses mentioned herein. The issuance and sale of bonds, authorized by this section, shall be governed by all of the restrictions of the Constitution of this State and statues of this State with respect to the issuance and sale of other bonds of said Town. No issuance and sale of bonds, under this section, shall be made, unless at the same time provision is made for the collection of a direct annual tax, sufficient to pay the annual interest on the same and create a sinking fund to pay the principal within the time for which said bonds shall be issued. The direct annual tax, provided for in this section, shall be set aside as a separate fund, to be known as an interest and sinking fund. All interest collected on special assessments authorized or referred to in this section shall be placed in and become a part of said special interest and sinking fund, until the principal and interest of said bonds are paid. Whenever, in the opinion of the Council, the special improvement fund created by this section, or

any part thereof, is no longer needed the Council may order direct that said special assessments, when collected, be applied to retiring such of the bonds provided for herein, as may be outstanding at that time.(Adopted Jan. 9, 1950)

61 Power of Council as to public buildings, hospitals, libraries, etc.

The Coucil shall have the authority to erect, buy sell and lease all buildings necessary for the use of the Town Government and to provide for and regulate the same, and to establish and maintain public hospitals, libraries and reading rooms and to purchase books, papers and manuscripts therefor, and to receive donations, gifts or bequests for same in trust or otherwise.(Adopted Jan. 9, 1950)

62 Service of notice, summons, warrant, etc.

When any notice is required to be given, or any summons warrant or other process is required to be served or otherwise executed, under the provisions of this act, it shall be sufficient if such notice, summons, warrant, or other process be executed by an officer of the police department or other employee of said Town in the same way or manner in which the laws of the State prescribe for executing summonses and subpoenas by State Officers, unless otherwise provided by this act.(Adp. 1-9-50)

63 Contested elections for Council.

Whenever one or more members of the Council shall be a candidate for re-election, it shall be the duty of the Council to meet and appoint some person or persons, qualified to act in hearing contested elections matters and cases. The place and stead of such disqualified member or mmmbers of the same political party as the person or persons respectively, in whose place or places he or they are so appointed. Every person so appointed shall take

an oath of office to faithfully and impartially perform the duties of said office. In all matters concerning such contests, such person or persons so appointed shall act in the place and stead of such member or members, so being candidates, and it shall be unlawful for any member of the Council to act as such in hearing any contest in relation thereto, when such member is a candidate as such election; and any one violating this section shall be deemed ineligible to the office for which he is a candidate. (Adopted Jan. 9, 1950)

Sec. 64 Reports by Town Superintendent and Recorder to Council; reports by officers and employees under supervision of Town Superintendent.

It shall be the duty of the Town Superintendent and Recorder, not later than the first Thursday of any month after his appointment, to make a detailed report to the Council for the preceding month. Such report shall show under distinctheads, first, the names and salaries of all employees under the control and supervision of Town Superintendent; second, all expenditures or disbursements in the several departments under the supervision of the Town Superintendent; third, an itemized statement of all purchases, together with the cost thereof, for each and every such department; forth, all such other matters and things as the Council may be proper ordinance or resolution require of said Town Superintendent. Such report shall be entered of record in the minutes of the Council and be a public record, open to the inspection of all persons. All officers or employees in any of the departments under the supervision of the Town Superintendent shall, whenever required by said Town Superintendent, make full and complete reports of all things done by them as such officers or employees in connection with the business of the Town. (Adopted Jan. 9, 1950)

65 Authority to issue warrants.

The Mayor, Municipal Judge, Recorder, Chief of Police, and Desk Sargeant in the absence of the Chief of Police, the captains of police, and lieutenants of police shall each have authority to issue warrants for all offenses committed within the police jurisdiction of the Town of Ansted in the name of the Municipal Judge upon complainant's sworn oath. (Adopted Jan. 9, 1950)

66 Statement of claim before action against Town for damages for personal injury.

No action shall be maintained against the Town of Ansted for damages for a personal injury alleged to have been sustained by reason of the negligence of the Town or of any officer, agent or employee thereof, unless a written vertified statement of the nature of the claim and of the time and place at which such injury is alleged to have been received shall have been filed with the Recorder within thirty days after the cause of action shall have accured. The cause of action shall be deemed to have accrued at the date of the sustaining of the injury, except that where death results therefrom the time for the personal representative to give notice shall run from the date of death. An action at law for damages for personal injuries or death shall not be commenced until the expiration of thirty days after the filing of the notice as provided in this section. (Adopted Jan. 9, 1950)

67 Police Matron.

It shall be the duty of the Mayor to appoint a reputable woman who shall be known as police matron, and such police matron shall have all the qualifications and be subject to all the provisions of Chapter Eighteen of the Acts of the Legislature of One Thousand Nine Hundred and Eleven The Council

of the Town of Ansted shall provide a reasonable salary, and do all of the things required by the Council under the provisions of said Chapter Eighteen of the Acts of the Legislature of One Thousand Nine Hundred and Eleven and any amendments thereto. (Adopted Jan. 9, 1950)

68 Codification of ordinances.

The Town Council shall cause any contract for the codifying and indexing of all the ordinances of the Town to be fully completed, and such ordinances shall include all in force and effect up to the last day possible. Before such work is accepted by the Council, it shall be completed in every respect and the Council shall then cause it to be properly printed and securely bound in a permanent book. The Council may by ordinance adopt the Code to be prepared as a whole and when said ordinance adopting said Code shall have been passed by the Council, the said Code shall be and become the law and ordinances of said Town up to such time according to the tenor and effect thereof, and when printed in a book, the same shall be received as evidence as the ordinances of said Town, unless errors or omissions be affirmatively shown therein, and no other publication thereof shall be made or required under the Charter, and the Council shall cause all the ordinances of said Town, either by printing a supplement thereof, to be brought up to date within a reasonable time after the printing os such ordinances, and in any event such supplement shall be printed, or if necessary, a new copy of the ordinances shall be printed within every four years, and the Council shall cause a sufficient number of said books of the ordinances as it may do so at such price as may be reasonable, and the number of books printed shall be fixed by Council. (Adopted Jan. 9, 1950)

69 Power to buy, sell or exchange real estate.

The Council shall have the power to buy, sell or exchange any real estate found necessary or convenient, in the opening, constuction, straightening, widening or otherwise altering of any street, alley or public way within the Town, any by resolution and proper deed to convey to any person, firm or corporation any land used, or heretofore or hereafter used, for street or other public purpose, when in the judgment of the Council such land shall no longer be needed for such public use. (Adopted Jan. 9, 1950)

70 Zoning-Power of Town.

For the purpose of promoting health, safety, morals, or the general welfare of the Town and community, the Council is hereby empowered to regulate and restrict the height, number of stories, and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures and land for trade, industry, residents or other purposes, Provided, however, that any ordinance or by-laws enacted under the authority of this act shall exempt from the operation thereof any building or structure used or to be used by a public service corporation (not otherwise exempted) as to which proof shall be presented to the Council of the Town of Ansted provided for in this act, that the exemption of such building or structure is reasonably necessary to the convenience or welfare of the public. (Adopted Jan. 9, 1950)

Cross References.

Municipal planning and zoning-see W. Va. Code Ch.8 Art. 5.

70a Division of the Town into zoning districts.

For any or all of said purposes the Council may divide the Town into districts of such number,

shape and area as may be deemed best suited to carry out the purpose of this and the four suceeding sections, and within such districts it may regulate and restrict the erection, construction, alternation, repair or use of buildings, structures, or land. All such regulations shall be uniform for each class or kind of buildings throughout each district, but the regulations in one district may differ from those in other districts.(Adp. 1-9-50)

70b Design of zoning regulations; considerations in making.

Such regulations shall be made in accordance with a comprehensive plan, and designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; or to facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public requirements. Such regulations shall be made with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the Town. (Adopted Jan. 9, 1950)

70c Establishment, enforcement and change of zoning regulations and boundaries of zoning districts; hearing.

The Coucil shall provide for the manner in which such regulations and restrictions and the boundaries of such districts shall be determined, established and enforced, and from time to time amended, supplemented or changed, However, when demanded by any party in interest, no such regulation, restriction or boundary shall become effective until after a public hearing in relation thereto, at which parties in interest and citizens shall have an opportunity to

"RESOLUTION ESTABLISHING RULES BY WHICH THE TIME AND PLACE OF ALL REGULARLY SCHEDULED MEETINGS AND THE TIME, PLACE AND PURPOSE OF ALL SPECIAL MEETINGS ARE TO BE MADE AVAILABLE, IN ADVANCE, TO THE PUBLIC AND NEWS MEDIA AND PROVIDING WHEN THIS RESOLUTION AND SUCH RULES SHALL TAKE EFFECT."

Be It Resolved and Ordered by the Town Council of the Town of Ansted:

Section 1. Statutory Mandate for These Rules. The rules established in and by this Resolution are mandated by and promulgated pursuant to Chapter 6, Article 9A of the Code of West Virginia, 1931, as amended (the "Act"), and other applicable provisions of law.

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

(A) Section 3 of the Act requires each governing body, as defined in the Act, to promulgate rules by which the time and place of all regularly scheduled meetings and the time, place and purpose of all special meetings are made available, in advance, to the public and news media.

(B) The Town Council of the Town of Ansted (the "Council"), is a governing body within the meaning of the Act.

(C) Accordingly, it is hereby ordered that the rules set out in Section 3 hereof be promulgated and established as Rules of Procedure of the Council.

Section 3. Rules. The following are hereby promulgated and established as Rules of Procedure of the Council.

Rule No. 1. Notice of Regularly Scheduled Meetings. Immediately after adoption of this Resolution and in July of each year thereafter, the Council shall instruct the Recorder to and the Recorder shall, post, and leave posted throughout the year to which it applies, at the regular meeting place where notices customarily are posted a notice setting forth the times and places of the Council's regularly scheduled meetings for the ensuing year. Such notice shall be of size and style sufficient to give notice and shall be of quality sufficient to withstand deterioration throughout the year to which it applies. Additional copies of the notice shall be delivered to the Recorder.

13B

Also immediately after adoption of this Resolution and in July of each year thereafter, the Council shall instruct the Recorder to, and the Recorder shall, distribute to each of the newspapers, television stations, radio stations and other news media listed below a notice identical to that posted.

News Medium	Address
The Fayette Tribune	417 Main Street Oak Hill, WV 25901
The Montgomery Herald	406 Lee Street Montgomery, WV 25136
WOAY-TV	Oak Hill, WV
WSWP-TV	Beckley, WV
WMON-AM	Montgomery, WV
WOAY-AM	Oak Hill, WV
WVMA-FM	Oak Hill, WV

A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed above, or at such other address as the news medium has in writing requested be used, marked or stamped with first class postage and deposited in the United States mail. In June of each year after the adoption of this Resolution, the Council shall review the above list and shall amend such list as needed, in the opinion of the Council, to reflect properly all the newspapers, television stations, radio stations and other news media that customarily cover news of the area served by the Council.

In the event of any modification in the time or place of a regularly scheduled meeting of the Council, notice of such modification shall be given to the public and news media by posting at the place and distributing to the news media in the manner set forth above, not less than three (3) days prior to the date of such regularly scheduled meeting, or, if such regularly scheduled meeting has been rescheduled for an earlier time, prior to the date of such rescheduled meeting, a notice setting forth such modification in the time or place of such regularly schedule meeting. A copy of such notice shall be attached to and made a part of the minutes of the meeting for which such notice was given.

Notwithstanding the foregoing provisions, notice of the recess or adjournment of a regularly scheduled meeting and of the time and place for the continuation or reconvening thereof publicly given during such regularly scheduled meeting shall be adequate notice to the public and news media of the time and place thereof.

Provided, failure of the Recorder to comply exactly with the posting and distribution requirements hereof shall not invalidate the actions taken at the meeting for which such notice was posted and distributed if the Council shall determine that such posting and distribution were in substantial compliance herewith.

Rule No. 2. Notice of Special Meeting. Not less than three (3) but not more than eight (8) days prior to the date set for any special meeting of the Council, the Council shall instruct the Recorder to, and the Recorder shall, post on the door of the regular meeting place of the Council, and at such other place, if any, where notices customarily are posted a notice setting forth the time, place and purpose or purposes of such special meeting. Business at such special meeting shall be limited to the purpose or purposes specified in said notice.

As soon as practical after the posting of said notice, but not less than three (3) days prior to the date set for such special meeting, the Recorder shall distribute to each of the newspapers, television stations, radio stations and other news media listed in Rule No. 1 hereof a notice identical to that posted. Amendments made to such list, as provided for in said Rule No. 1, shall be incorporated by reference in this Rule No. 2. A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed in said Rule No. 1, or at such other address as the news medium has in writing requested be used, marked or stamped with first class postage and deposited in the United States mail.

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

Notwithstanding the foregoing provisions, notice of the recess or adjournment of any special meeting and of the time and place for the continuation or reconvening thereof publicly given during such special meeting shall be adequate notice to the public and news media of the time and place thereof, the purpose or purposes therefor remaining the same.

Provided, failure of the Recorder to comply exactly with the posting and distribution requirements hereof shall not invalidate the actions taken at the meeting for which such notice was posted and distributed if the Council shall determine that such posting and distribution were in substantial compliance herewith.

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

Section 4. Conflicting Provisions Repealed. All resolutions, orders and rules, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflicts, hereby repealed.

Section 5. Effective Time. This Resolution and the rules promulgated hereby shall take effect immediately upon the adoption hereof.

Introduced at Council Meeting: January 3, 1991

Adopted by Council: January 3, 1991

Mayor

(SEAL)

Recorder

4283P

CHAPTER A

Ordinance No. 1

AN ORDINANCE ESTABLISHING A SANITARY BOARD FOR THE TOWN OF ANSTED, WEST VIRGINIA, PRESCRIBING THE POWERS, DUTIES AND MEMBERS THEREOF, THE OFFICERS OF SUCH BOARD, MAKING PROVISION FOR PAYMENT OF SALARIES AND PROVIDING FOR THE DEPOSIT OF FUNDS.

BE IT ENACTED AND ORDAINED by the Council of the Town of Ansted, West Virginia:

Section 1. Establishment of Sanitary Board

There is hereby created and established a Sanitary Board (herein sometimes referred to as "Board") of the Town of Ansted, West Virginia, with and to have the powers, duties and functions as hereinafter set forth and also such other and additional powers, duties and functions as may be prescribed by ordinance or resolution of the Council of the Town of Ansted, including without limitation those which may be enacted or adopted in connection with or relating to the construction and operation of the Town of Ansted sewage system and works and the acceptance of grants or loans of money, including funds derived from the issuance and sale of "Sewer Revenue Bonds".

Section 2. Powers, Duties and Functions of Sanitary Board.

The construction, acquisition, improvement, equipment, custody, administration, operation and maintenance of the sewage collection, treatment and disposal works ("works" is hereby

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defined as a works for the collection and/or treatment, purification and disposal of sewage, in its entirety or any integral part thereof) and the collection of revenues therefrom for the service rendered thereby shall be under the supervision and control of the Board.

The Board shall have all of the powers, duties and functions as are prescribed for such Boards under the provisions of Chapter 16, Article 13 of the Code of West Virginia as said Article now is or may hereafter be amended and without limiting the generality of the foregoing, the Board shall have the power and it shall be its duty to take all steps and proceedings and to make and enter into all contracts or agreements necessary or incidental to the performance of its duties and the execution of its powers under this Ordinance: Provided, that any contract relating to the financing of the acquisition or construction of any such works, or any trust indenture as may be required in connection therewith, shall be approved by the Council of the Town of Ansted before the same shall be effective. The Board may employ engineers, architects, inspectors, superintendents, manager, collectors, attorneys, and such other employees as in its judgment may be necessary in the execution of its powers and duties, and may fix their compensation, all of whom shall do such work as the Board shall direct. All such compensation and all expenses incurred in carrying out the powers, duties and functions of the Board shall be paid solely from funds provided for, or derived from the construction and operation of such works, and the

Board shall not exercise or carry out any authority or power herein given it so as to bind said Board or the Town of Ansted beyond the extent to which money shall have been, or may be, so provided. No contract or agreement with any contractor or contractors for labor and/or material, exceeding in amount the sum of One Thousand (1,000) Dollars, shall be made without advertising for bids, which bids shall be publicly open and award made to the best bidder, with power in the Board to reject any or all bids. After the construction, installation, and completion of the works, or the acquisition thereof, the Board shall operate, manage and control the same and may order and complete any extensions, betterments and improvements of and to the works that the Board may deem expedient, if funds therefor be available, or are made available, for such purpose, and shall establish rules and regulations for the use and operation of the works, and of other sewers and drains connected therewith so far as they may affect the operation of such works, and do all things necessary or expedient for the successful operation thereof. All public ways or public works damaged or destroyed by the Board in carrying out its authority under this Ordinance shall be restored or repaired by the Board and placed in their original condition, as nearly as practicable, if requested so to do by proper authority, out of the funds lawfully available to the Board for such purpose.

All necessary preliminary expenses actually incurred by the Board in the making of surveys, estimates of costs and of revenue, employment of engineers or other employees, the giving

of notices, taking of options and all other expenses of whatsoever nature, necessary to be paid prior to the issue and delivery of the Town of Ansted Sewer Revenue Bonds or the receipt of other funds for the purposes of the works, may be met and paid in the following manner. Said Board may from time to time certify such items of expense to the Recorder of the Town of Ansted, directing him to pay the several amounts thereof, and thereupon said Recorder shall at once draw a warrant or warrants upon the Treasurer of the Town of Ansted, which warrant or warrants shall be paid out of the General Fund of the Town of Ansted not otherwise appropriated, without a special appropriation being made therefor by the Council; or, in case there are no general funds of the Town of Ansted not otherwise appropriated, the Recorder shall recommend to the Council of the Town of Ansted the temporary transfer from other funds of the Town of Ansted of a sufficient amount to meet such items of expense, or the making of a temporary loan for such purpose, and such Council shall thereupon at once make such transfer of funds, or authorize such temporary loan in the same manner that other temporary loans are made by the municipality: Provided, however, that the fund or funds of the Town of Ansted from which said payments are made shall be fully reimbursed and repaid by said Board out of the first proceeds available to it for the purposes of such works, and before any other disbursements are made therefrom, and the amount so advanced to pay such preliminary expenses, shall be a first charge against the proceeds resulting from the sale of the Town of Ansted Sewer Revenue Bonds, or other funds made available

for the purpose of such works until the same has been repaid as herein provided.

The Board shall cause to be prepared and published in the manner and at the times as prescribed by Section 18a of Article 13 of Chapter 16 of the Code of West Virginia, a financial statement of said Board, the first such publication or posting to be made as soon as practicable after the close of the fiscal year 1966-1967, and the provisions of said Section 18a are incorporated herein by reference.

Section 3. Membership and Officers of Board; Their Term of Office, Salaries and Compensation; Fidelity Bonds.

The membership of the Board shall be composed of the incumbent Mayor from time to time of the Town of Ansted and two other persons to be appointed by resolution of the Council from time to time. During the construction period of the works and until the final completion and acceptance thereof one of such persons shall be registered under the applicable laws of the State of West Virginia as a professional engineer, and such engineer member need not be, but the other person appointed as a member shall be, a resident of the Town of Ansted; when said professional engineer member is no longer required to be a member of said Board he may be succeeded by a resident of the Town of Ansted who is not an engineer. Except for the Mayor, no officer or employee of the Town of Ansted, whether holding a paid or unpaid position or office, shall be eligible for appointment to the Board until at

least one year after the expiration of the term of his public office or employment and the Mayor, after the termination of his election as such, shall be likewise ineligible for such appointment to the Board for such one year period thereafter, provided, however, that other members of the Board shall be eligible for reappointment to the Board.

The term of the Mayor as a member of the Board shall be co-extensive with his term of office as Mayor; the engineer member shall be appointed for an initial term of two years and the other member for an initial term of three years, and upon the expiration of each such term and each succeeding term, an appointment of a successor shall be made in like manner for a term of three years. Vacancies shall be filled for an unexpired term in the same manner as the original appointment.

The Board shall require every person (excluding a depository) having custody of, and opportunity to disburse, funds of the Board or of the Town of Ansted relating to the sewage works, to give bond, payable to the Town of Ansted, conditioned upon the faithful performance of their respective official duties and the faithful accounting for all such funds and otherwise conditioned as required by law, in an amount at all times at least equal to the total amount of such funds so in custody at any one time, with corporate surety approved by the Recorder of the Town of Ansted. The Treasurer of the Board shall be covered by said bond and the Council hereby fixes the amount thereof as

aforesaid. The premium for all such bonds shall be paid by the Board.

The Mayor shall act as Chairman of the Board, which shall elect a Vice Chairman from its members and shall designate a Secretary and Treasurer (who may be one and the same person) and who need not be a member of the Board; all officers of the Board except the Chairman shall hold office as such at the will of the Board. Each member of the Board shall receive such compensation for their services, either as a salary or as payments for meetings attended, as the Council may from time to time determine and fix by resolution duly adopted and the members of the Board shall be further entitled to payment for their reasonable expenses incurred in the performance of their duties, all such payments of compensation and expenses to be made solely from funds available to the Board relating to the sewage works of the Town of Ansted.

The Board shall have the power to establish by-laws, rules and regulations for its own government and shall discharge its duties in conformity with all applicable laws, ordinances and regulations, including any agreements with agencies of the United States of America or the State of West Virginia.

Section 4. Depositories of Funds

There is hereby created a fund to be designated as "Sanitary Board of the Town of Ansted - Construction Fund", into which account shall be deposited all funds derived from grants or loans, relating to the sewage works, to the Town of Ansted from any source, including the proceeds of sale of Sewer Revenue Bonds. Such funds shall be used only for payment of the costs and expenses incurred in the construction and establishment of the sewage works, including all costs and expenses lawfully payable therefrom, any funds not so expended to be applied to redemption of said Bonds.

There is further hereby created a fund to be designated "Town of Ansted Sanitary Board - Revenue Fund", into which account shall be deposited all operating revenues and there shall, from time to time, be transferred therefrom of the net revenues remaining after payment of the operating and maintenance expenses of the Sewage Works into one or more bank accounts, to be properly identified and designated, for the following purposes:

A. The accumulation of the funds necessary for the next interest payment on said Sewer Revenue Bonds in six (6) equal monthly installments, commencing six (6) months before each interest payment date.

B. The accumulation of the funds necessary for the next principal payment upon said Bonds due in twelve (12) equal monthly installments, commencing twelve (12) months before each

principal payment date.

C. The accumulation of a reserve for the payment of interest and principal equal to the maximum annual interest and principal payment provided for in the repayment schedule of said Bonds.

D. The accumulation of a depreciation reserve equal to ten per centum (10%) of the estimated Project Sewage Works cost as set forth in the Offer Of Loan And Grant of the Economic Development Administration, an agency of the United States of America, dated June 20, 1966, reference Project number: 03-1-00175.

E. The reserve in C and D foregoing should be accumulated in approximately five and ten years, respectively. After satisfying the above requirements, any remaining funds may be used for any lawful purpose.

There shall be forthwith deposited in the account provided for the accumulation of funds for interest payments on said Bonds any interest capitalized for a development period and any accrued interest paid on the sale of the Bonds.

Section 5. Effective Date

This Ordinance shall be in full force and effect upon final passage.

introduced in Council and read: October 18, 1966;

Reference to a Committee being waived by unanimous vote, the foregoing Ordinance No. 1 of Chapter A was adopted by Council: October 18, 1966, upon vote of:

For Adoption 4 Votes

Against Adoption 0 Votes.

Attest: Robert T. Wells
Recorder of the Town of Ansted

Town of Ansted

P.O. BOX 798
ANSTED, WEST VIRGINIA 25812
Telephone 658-5901

Steve Eades, Mayor

Shirley Noble, Recorder

OATH OF OFFICE

I, Lynn McVey do hereby solomnly swear that I will support the Constitution of the United State, The Constitution of the State of West Virginia and the Ordinances of the Town of Ansted, and will faithfully and impartially discharge the duties of my respective office as Council person to the best of my skill and judgement: I am not and will not during my term of office in any way or manner become financially interested directly or indirectly in any contract with the Town of Ansted, in any franchise granted by it, or in the purchase of supplies thereof.

Lynn McVey — Signature

7/10/97 — Date

This is to certify that Lynn McVey did this day 7/10/97 appear before me and her duly affixed his or signature to the above oath.

Minnie Zinasente — Signature

Municipal Judge — Title

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Town of Ansted

P.O. BOX 798
ANSTED, WEST VIRGINIA 25812
Telephone 658-5901

Steve Eades, Mayor

Shirley Noble, Recorder

OATH OF OFFICE

I, Allen Hurley do hereby solomnly swear that I will support the Constitution of the United State, The Constitution of the State of West Virginia and the Ordinances of the Town of Ansted, and will faithfully and impartially discharge the duties of my respective office as Council Person to the best of my skill and judgement: I am not and will not during my term of office in any way or manner become financially interested directly or indirectly in any contract with the Town of Ansted, in any franchise granted by it, or in the purchase of supplies thereof.

Allen Hurley — Signature

7/16/97 — Date

This is to certify that Allen Hurley

Did this day 7/16/97 appear before me and duly affixed his or signature to the above oath.

Mamie Lenardi — Signature

Municipal Judge — Title

Town of Ansted

P.O. BOX 798
ANSTED, WEST VIRGINIA 25812
Telephone 658-5901

Steve Eades, Mayor

Shirley Noble, Recorder

OATH OF OFFICE

I, Kathy Wilson do hereby solomnly swear that I will support the Constitution of the United State, The Constitution of the State of West Virginia and the Ordinances of the Town of Ansted, and will faithfully and impartially discharge the duties of my respective office as Council Person to the best of my skill and judgement: I am not and will not during my term of office in any way or manner become financially interested directly or indirectly in any contract with the Town of Ansted, in any franchise granted by it, or in the purchase of supplies thereof.

Kathy Wilson — 7/8/97
Signature — Date

This is to certify that Kathy Wilson
Did this day 8th July, 97 appear before me and duly affixed his or signature to the above oath.

Marnie Vincente — Municipal Judge
Signature — Title

Town of Ansted

P.O. BOX 798
ANSTED, WEST VIRGINIA 25812
Telephone 658-5901

Steve Eades, Mayor

Shirley Noble, Recorder

OATH OF OFFICE

I, Jimmy K Sowder do hereby solomnly swear that I will support the Constitution of the United State, The Constitution of the State of West Virginia and the Ordinances of the Town of Ansted, and will faithfully and impartially discharge the duties of my respective office as Councilperson to the best of my skill and judgement: I am not and will not during my term of office in any way or manner become financially interested directly or indirectly in any contract with the Town of Ansted, in any franchise granted by it, or in the purchase of supplies thereof.

Jimmy K Sowder — Signature

5-7-98 — Date

This is to certify that Jimmy K Sowder did this day 5/7/98 appear before me and duly affixed his or signature to the above oath.

Shirley Noble — Signature

Recorder & Notary Public — Title

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
SHIRLEY NOBLE
TOWN OF ANSTED
P. O. BOX 798
ANSTED, WV 25812
My Commission Expires August 17, 2002

Town of Ansted

P. O. BOX 636
ANSTED, WEST VIRGINIA 25812
Telephone 658-4666

OATH OF OFFICE

I, Paige SKaggs Jr. DO HEREBY SOLOMNLY SWEAR
THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES, THE
CONSTITUTION OF THE STATE OF WEST VIRGINIA AND THE ORDINANCES OF
THE TOWN OF ANSTED, AND WILL FAITHFULLY AND IMPARTIALLY DISCHARGE
THE DUTIES OF MY RESPECTIVE OFFICE AS Councilperson
TO THE BEST OF MY SKILL AND JUDGMENT: I AM NOT AND WILL NOT DURING
MY TERM OF OFFICE IN ANY WAY OR MANNER BECOME ~~PECUNARILY~~ Financially
INTERESTED DIRECTLY OR INDIRECTLY IN ANY CONTRACT WITH THE TOWN
OF ANSTED, IN ANY FRANCHISE GRANTED BY IT, OR IN THE PURCHASE
OF SUPPLIES THEREOF.

SIGNATURE

11/5/98
DATE

I do hereby certify that Paige SKaggs Jr
on this day November 5, 1998 appear before
me and duly affixed his signature to the above oath.

SIGNATURE Shirley T Noble

Recorder
TITLE

Town of Ansted

P.O. BOX 798
ANSTED, WEST VIRGINIA 25812
Telephone 658-5901

Steve Eades, Mayor

Shirley Noble, Recorder

OATH OF OFFICE

I, Shirley Noble do hereby solomnly swear that I will support the Constitution of the United State, The Constitution of the State of West Virginia and the Ordinances of the Town of Ansted, and will faithfully and impartially discharge the duties of my respective office as Recorder to the best of my skill and judgement: I am not and will not during my term of office in any way or manner become financially interested directly or indirectly in any contract with the Town of Ansted, in any franchise granted by it, or in the purchase of supplies thereof.

Shirley Noble 7/1/97
Signature Date

This is to certify that Shirley Noble
Did this day 7/1/97 appear before me and duly affixed his or her signature to the above oath.

Mamie Benevento Municipal Judge
Signature Title

Town of Ansted

P.O. BOX 798
ANSTED, WEST VIRGINIA 25812
Telephone 658-5901

Steve Eades, Mayor

Shirley Noble, Recorder

OATH OF OFFICE

I, Geoffrey Skaggs do hereby solomnly swear that I will support the Constitution of the United State, The Constitution of the State of West Virginia and the Ordinances of the Town of Ansted, and will faithfully and impartially discharge the duties of my respective office as Mayor to the best of my skill and judgement: I am not and will not during my term of office in any way or manner become financially interested directly or indirectly in any contract with the Town of Ansted, in any franchise granted by it, or in the purchase of supplies thereof.

Geoffrey B Skaggs — 7/7/97
Signature — Date

This is to certify that Geoffrey Skaggs
Did this day 7th July 1997 appear before me and duly affixed his ~~or~~ signature to the above oath.

Marnie Benevento — Municipal Judge
Signature — Title

TOWN OF ANSTED

AN ORDINANCE ESTABLISHING AND FIXING RATES, CONNECTION CHARGE, DELAYED PAYMENT PENALTY, DISCONNECTION CHARGE AND RECONNECTION CHARGE FOR SERVICE TO CUSTOMERS OF THE SEWERAGE FACILITIES OF THE TOWN OF ANSTED

THE TOWN COUNCIL OF THE TOWN OF ANSTED HEREBY ORDAINS: The following schedule of rates, connection charge, delayed payment penalty, disconnection charge and reconnection charge are hereby fixed and determined as the rates, connection charge, delayed payment penalty, disconnection charge and reconnection charge to be charged to customers of the sewerage facilities of the Town of Ansted throughout the territory served.

SECTION 1. SCHEDULE OF RATES

APPLICABILITY

Applicable to entire area served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial sanitary sewer service.

RATES

0 - 2000 gallons at $16.62 per month.
Next 5,000 gallons per month at $4.77 per 1,000 gallons.
Next 13,000 gallons per month at $3.26 per 1,000 gallons.
Next 30,000 gallons per month at $2.71 per 1,000 gallons.
Next 50,000 gallons per month at $2.53 per 1,000 gallons.
Over 100,000 gallons per month at $2.11 per 1,000 gallons.

MINIMUM BILL

The minimum monthly bill shall be $16.62.

UNMETERED RATE

The unmetered monthly bill shall be $16.62.

CONNECTION CHARGE

The connection charge for each new connection to the system shall be $100.00.

DELAYED PAYMENT PENALTY CHARGE

The above tariff is net. A 10% penalty shall be added to all charges not paid within 20 days from the date of the billing. This delayed payment penalty is not interest and is only to be collected once for each bill where it is appropriate.

DISCONNECT FOR NON-PAYMENT

If any bill is not paid within 60 days from the date of the bill, water service to the customer will be discontinued and will not be restored until all past due bills have been paid in full, together with all penalty charges, the disconnection charge and the reconnection charge, subject to the applicable rules of the Public Service Commission of West Virginia.

DISCONNECTION CHARGE

The disconnection charge shall be $20.00.

RECONNECTION CHARGE

The reconnection charge shall be $20.00

RETURNED CHECK CHARGE

The Town will collect a fee for any returned check equal to the fee charged to the Town by the bank holding the Town's account.

SECTION 2. EFFECTIVE DATE

The rates, connection charge, delayed payment penalty, disconnection charge and reconnection charge provided herein shall be effective on February 1, 1999, a date which is more than 45 days after the enactment hereof.

SECTION 3. SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES, ETC.

The provisions of this Ordinance are separable, and if any clause, provision or section hereof shall be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed; and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 4. STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Recorder shall publish a copy of this Ordinance once a week for 2 successive weeks within a period of 14 consecutive days, with at least 6 full days intervening between each publication, in The Fayette Tribune, a qualified newspaper of general circulation in the Town of Ansted, no newspaper being published therein, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council at the Town Hall, Ansted, West Virginia, on the 3rd day of December, 1998, at 7:00 p.m., which date is not less than 10 days subsequent to the date of the first publication of the Ordinance and notice, and present protests. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper in the premises. Copies of this Ordinance shall be available to the public for inspection at the office of the Recorder in the Town Hall, Ansted, West Virginia.

Passed on First Reading: November 5, 1998

Passed on Second Reading
Following Public Hearing: December 3, 1998

Mayor

CERTIFICATION AND NOTICE

The foregoing Ordinance has been introduced and adopted on first reading at a meeting of the Council held on November 5, 1998. Any person interested may appear before the Council of the Town of Ansted at the Town Hall in Ansted, West Virginia, on the 3rd day of December, 1998, at 7:00 p.m., being the date, time and place of the proposed final adoption of this Ordinance, and be heard. The Council will then take such action as it shall deem proper in the premises. The proposed ordinance may be inspected by the public at the Office of the Recorder in the Town Hall, Ansted, West Virginia.

Shirley Noble
Recorder

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the TOWN OF ANSTED on the 3rd day of December, 1998.

Dated: December 3, 1998.

[SEAL]

Shirley Noble
Recorder

10/29/98
021390/98001

The Fayette Tribune

Established in 1897

417 MAIN STREET
OAK HILL, WV 25091

Telephone 469-3373

CERTIFICATE OF PUBLICATION

Fee For Publication $ 146.63

I, Robert R. Hammond, publisher of THE FAYETTE TRIBUNE, a semi-weekly newspaper, published in the City of Oak Hill, County of Fayette, State of West Virginia, do hereby declare that the herewith attached, was published in said newspaper in its issue date the 12th and 19th day of November, 1998

(Signed) Robert R. Hammond
Robert R. Hammond
Publisher

SIGNED AND SWORN TO AND BEFORE ME THIS 19th day of November, 1998

(Signed) Donna S. Dickerson

Notary Public

MY COMMISSION EXPIRES July 13, 2004

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
DONNA S. DICKERSON
Fayette Tribune/Century Newspapers
P.O. Box 184
Oak Hill, WV 25901
My Commission Expires July 13, 2004

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NOTICE OF PUBLIC HEARING ON TOWN OF ANSTED RATE ORDINANCE

An ordinance establishing and fixing rates, connection charge, delayed payment penalty, disconnection charge and reconnection charge for service to customers of the sewerage facilities of the town of Ansted.

The Town Council of the Town of Ansted hereby ordains: The following schedule of rates, connection charge, delayed payment penalty, disconnection charge and reconnection charge are hereby fixed and determined as the rates, connection charge, delayed payment penalty, disconnection charge and reconnection charge to be charge to customers of the sewerage facilities of the Town of Ansted throughout the territory served.

SECTION 1. SCHEDULE OF RATES

APPLICABILITY:

Applicable to entire area served.

AVAILABILITY OF SERVICE:

Available for general domestic, commercial and industrial sanitary sewer service.

RATES:

0-2000 gallons at $16.62 per month; Next 5,000 gallons per month at $4.77 per 1,000 gallons; Next 13,000 gallons per month at $3.26 per 1,000 gallons; Next 30,000 gallons per month at $2.71 per 1,000 gallons; Next 50,000 gallons per month at $2.53 per 1,000 gallons; Over 100,000 gallons per month at $2.11 per 1,00 gallons.

MINIMUM BILL:

The minimum monthly bill shall be $16.62

UNMETERED RATE:

The unmetered monthly bill shall be $16.62.

CONNECTION CHARGE:

The connection charge for each new connection to the system shall be $100.00.

DELAYED PAYMENT PENALTY CHARGE:

The above tariff is net. A 10% penalty shall be added to all charges not paid within 20 days from the date of the billing. This delayed payment penalty is not interest and is only to be collected once for each bill where it is appropriate.

DISCONNECT FOR NON-PAYMENT:

If any bill is not paid within 60 days from the date of the bill, water service to the customer will be discontinued and will not be restored until all past due bills have been paid in full, together with all penalty charges, the disconnection charge and the reconnection charge, subject to the applicable rules of the Public Service Commission of West Virginia.

DISCONNECTION CHARGE:

The disconnection charge shall be $20.00.

RECONNECTION CHARGE:

The reconnection shall be $20.00.

RETURNED CHECK CHARGE:

The Town will collect a fee for any returned check equal to the fee charged to the Town by the bank holding the Town's account.

SECTION 2. EFFECTIVE DATE

The rates, connection charge, delayed payment penalty, disconnection charge and reconnection charge provided herein shall be effective on February 1, 1999, a date which is more than 45 days after the enactment hereof.

SECTION 3. SEPARABILITY: REPEAL OF CONFLICTING ORDINANCES, ETC.

The provisions of this Ordinance are separable, and if any clause, provision or section hereof shall be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed; and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 4. STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Recorder shall publish a copy of this Ordinance once a week for 2 successive weeks within a period of 14 consecutive days, with at least 6 full days intervening between each publication, in The Fayette Tribune, a qualified newspaper of general circulation in the Town of Ansted, no newspaper being published therein, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council at the Town Hall, Ansted, West Virginia, on the 3rd day of December, 1998, at 7:00 p.m., which date is not less than 10 days subsequent to the date of the first publication of the Ordinance and notice, and present protests. At such hearing all objections and suggestions shall be heard and the Council shall take such action as is shall deem proper in the premises.

CERTIFICATION AND NOTICE

The foregoing Ordinance has been has been introduced and adopted on first reading at a meeting of the Council held on November 5, 1998. Any person interested may appear before the Council of the Town of Ansted at the Town Hall in Ansted, West Virginia, on the 3rd day of December, 1998, at 7:00 p.m. being the date, time and place of the proposed final adoption of this Ordinance, and be heard. The Council will then take such action as it shall deem proper in the premises. The proposed ordinance may be inspected by the public at the Office of the Recorder in the Town Hall, Ansted, West Virginia.

Dated: November 12, 1998

Shirley Noble, Recorder

Legal No. 517

(T) 11/12, 11/19

Prior to the regular council meeting on October 8, 1998, the Sanitary Board members voted to approve the 23% declining rate increase and recommended that the council approve the same.

The regular council meeting was held on Oct.8, 1998 at 7:30 PM for the regular meeting. Meeting was delayed 1 week because of the first of the month being on Thursday and not enough time for reports to be prepared. The mayor, recorder & 4 council members were present. Richard Grimmett & Pat Gray with the Sanitary Board. The entire police force and approximately 30 citizens from Ansted & Victor represen
Also WOAY-TV & Tribune representatives

Allen Hurley led in prayer. Minutes were read and approved as re

The mayor announced that Sanitary Board had meet at the rate increase recommend
to the council. The mayor expressed the need for a raise & noted that DEP expects the town to comply with consent degree or pay large fines. Mr. Hurley expressed his views & feels that 23% is too much at one time & suggested a flat rate across the board for all customers. Several visitors stated that the rates are too high now & an increase would be difficult for those on fixed incomes. The mayor ask for a vote to form a task force consisting of himself, Mr. Sowder & Mr. Hurley to check in to an alternative solution. Ms. McVey made the motion to form the taskforce, seconded by Mr. Hurley. Motion carried.

The mayor reported that there have been several acts of vandalism at the ball field and police station in recent weeks. The heat pump at the police dept./sewer dept. has a bad compressor & it will take $1300.+ to repair. He also announced that Halloween will be observed on Oct. 31st from 6-8 PM, no age limit. Christmas Parade will be on Saturday, Dec. 5th at 2:00 PM. Brenda Thompason is in charge of parade Also, the 2nd Annual Luge Festival will be on October 18th. Competiti beginning at 1:00 and ending at 6:00 PM. Vendors need to check with Steve Davis of the AIM committee.

Also a review of the Police Ordinances has been done and changes will be made and presented to council nrxt meeting night. Crawford Property has been opened for bids and a buyer will be forthcoming.

The mayor also announced that Ed. Scarbro has resigned & a new policeman has been hired bringing the force to 4 policeman. Several complaints were taken with regard to the police dept. Reports were made that they curse, abuse and harrass citizens, as well as pursuing vehicles out the city limits. Also that they check license plates for no reason and also complaints about the way that the police offic was hired. Mr. Gray expressed his praise that the Police Dept. has improved and he appreciates the patroling because he has four small children at home. Mr. Spangler assured those who complained that if they would file a complaint with him and the complaint is legimate, he will follow up and reprimand the officer if necessary.

Mr. Sowder made a motion to adjourn, seconded by Ms. Wilson. Meeting adjourned.

Mayor

Recorder

P.S. Mayor announced that we have received a grant from W. Va. Div. of Forestry to replace trees in the Amt. of $780.00 & matching funds.

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The Ansted Town Council met on November 5, 1998 for its regular meeting. Those present were: Geoffrey Skaggs, Mayor, Shirley Noble, Recorder; Lynn McVey, Kathy Wilson, James Sowder & Allen Hurley, councilpersons. Richard Grimmett & Pat Gray Sanitary Board members Dennis Spangler, Kevin Willis & Scott Tygrett police dept. & Joe MYers with the Fayette Tribune.and approximately 30 residents.

Allen Hurley led the group in prayer. Minutes were read and approved.

Upon the recommendation of the Mayor, Ms. Wilson made a motion t place Paige Skaggs Jr. on the council to replace M.L. Scarbro. James Sower seconded the motion. Vote was unanimous. The recorder swore Mr. Skaggs in as the new councilperson.

The mayor announced that the town has received a $53,215.00 Grant to pave streets. He thanked all the legislators for helping to make this possible. Construction will begin in the spring.

The rate structure for the sewage bill increase was ~~was~~ restructured with a rate of $1.03 on the thousand gallon suggested by the Sanitary Board and the steering committee appointed by the Mayor at October's meeting.Mr. Hurley made the motion to ~~ac~~cept this increase seconded by Mr. Sowder. Motion carried. The ordinance was read in name only and there will be a public hearing at the next meeting on December 3rd/

Our attorney, Jamie Blankenship, reviewed the Police Code ordinances and made some changes. Council received copies of these ordinances and a motion was made by Mr. Hurley,seconded by Ms.McVey to except them as revised and printed. This was the first reading. This action needs a second reading and vote to make ordinances effective.

The mayor announced that all complaints be channeled thru the correct department and if any one had any thing to say that it be limited to 5 minutes. He opened the meeting for discussion. Mr. HUbert Wilson had a complaint about dogs and the Mayor advised him that several dogs had been picked up on Thursday and taken to the po Mr. Wilson advised that the dog in question belongs to a resident & the Mayor advised him that the dog will be picked up. Mayor also announced that dog license are due at $3.00 each.

The mayor also announced that the Street Luge was successful. Somewhat better than last year and each year will become bigger & better. Tapes are available of the luge courtesy of National Public Radio.

Fayette County Head Start has donated their old playground equi ment to the Town and the Town will be taking care of getting this equipment out by next week, according to the Mayor.

Ms. Wilson made a motion to adjourn,seconded by Mr. Hurley. Meeting adjourned.

Shirley Noble
REcorder

Mayor

The Ansted Town Council met on December 3, 1998 for its regular meeting. Those in attendance were: Geoffrey Skaggs, Mayor; Shirley Noble, Recorder; Allen Hurley, Lynn McVey, Kathy Wilson, James Sowder and Paige Skaggs Jr. councilpersons. Otheres present were: Joe Leake, Kat Hoffman, Gene Lou Wilson, Scott Wilson, Mamie Beneventi, Libby Campbell, Bob Bibb, Gary Strum, Dennis Spangler, Scott Tygrett and Kevin Willis with the police department & Joe Myers with the Fayette Tribune.

Lynn McVey led the group in prayer. The minutes were read and approved as read.

The mayor commented that he was so proud of the town and that it looks better than he could ever remember thanks to several civic minded persons who worked so hard to get the decorations for the town and park displayed. Also businesses and homes have also responded with beautiful decorations. Special thanks to Sue Massey Ray Slayton & Tex Stanley,also AIM and Hawks Nest Foundation members.

The mayor shared a letter from Linda Augilar thanking our maintenance crew and Mr. Bibb for the response to a sewer problem she had at her residence. She appreciated the prompt service and the friendly help received.

The second reading of the Municipal Codes were read and opened for discussion. Changes were made by our attorney, Jamie Blankenship on the DUI ordinance and the bicycle portion was deleted. Ms. Wilson made motion to accept,seconded by James Sowder. Motion carried.

The mayor also shared a letter from Helicon Cablevision, informing him of the rate increase on cable services. Customers were also notified on their last billing.

The maintenance recently corrected a water problem at the Fire Dept. The water was diverted so that it will not cross the road way and create a hazard to those traveling Page St. Paige Skaggs thanked the maintenance dept for their help.

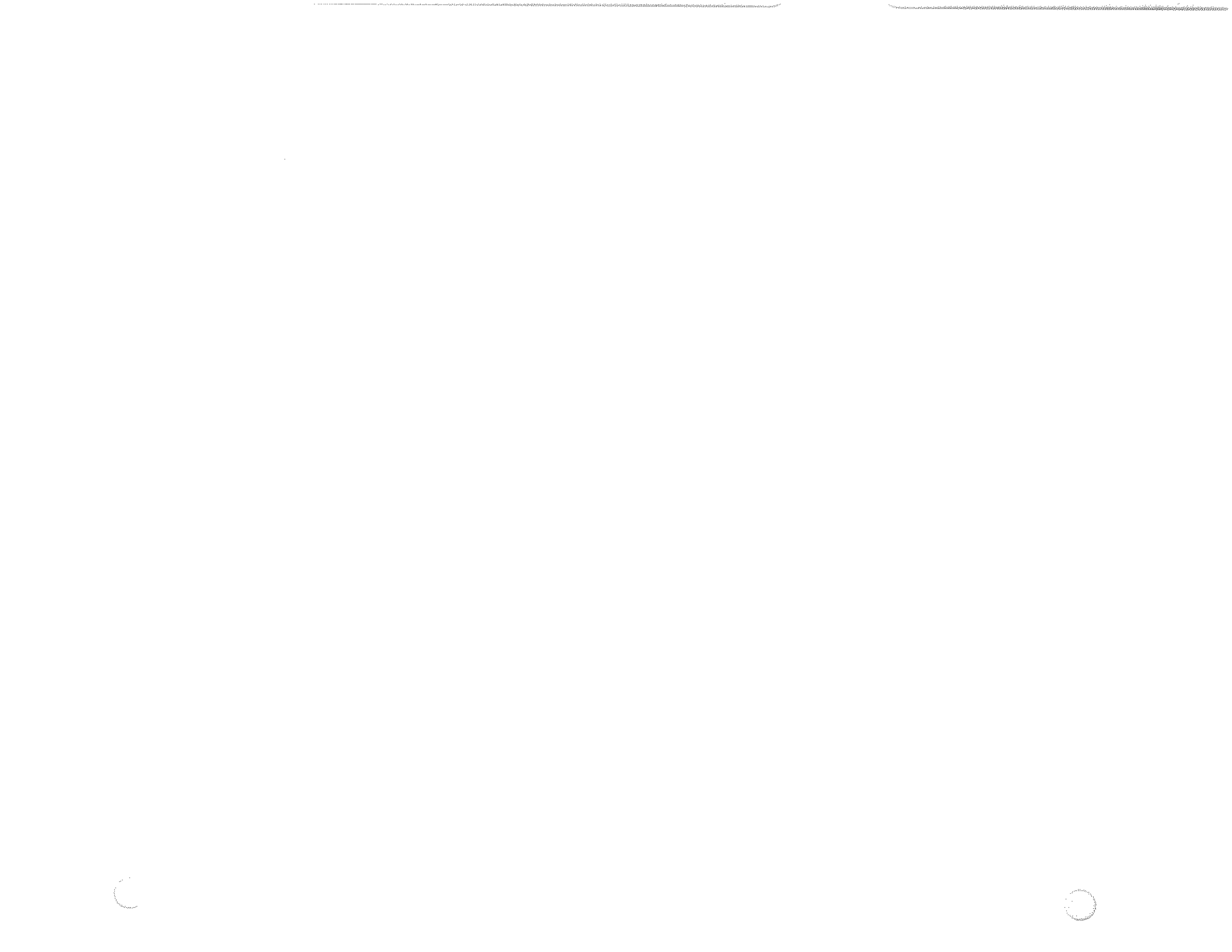
The mayor also mentioned the Tree Grant received from the State Forestry Dept. in the amount of $3780.00

The rate increase for the sewer department was read in name only on a motion made by Paige Skaggs and seconded by James Sowder. Motion carried. The recorder read the ordinance in name only. Basis increase will be $1.03 per thousand gallon used. Mr. Hurley made motion to pass this ordinance,seconded by Ms. Wilson.Motion carried.

The mayor opened the floor for discussion. Since there was none Mr. Hurley made motion to adjourn,seconded by Ms. Wilson. Meeting adjourned.

Shirley Noble
Recorder

Geoffrey B. Skaggs
Mayor



The Fayette Tribune

Established in 1897

417 MAIN STR
OAK HILL, WV 2

Telephone 469-

CERTIFICATE OF PUBLICATION

Fee For Publication $64.94

I, Robert R. Hammond, publisher of THE FAYETTE TRIBUNE, a semi-weekly newspaper, published in the City of Oak Hill, County of Fayette, State of West Virginia, do hereby declare that the herewith attached, was published in said newspaper in its issue date the 11th and 18th days of March, 1999.

(Signed) _____
Robert R. Hammond
Publisher

SIGNED AND SWORN TO AND BEFORE ME THIS

(Signed) _____

Notary Public

MY COMMISSION EXPIRES July 13, 2004

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
DONNA S. DICKERSON
Fayette Tribune/Beckley Newspapers
P.O. Box 139
Oak Hill, WV 25901
My Commission Expires July 13, 2004

18

HEARING ON
THE TOWN OF ANSTED
BOND ORDINANCE

A public hearing will be held on the following-entitled Ordinance at a special meeting of the Council of the Town of Ansted (the "Town") to be held on March 25, 1999, at 7:30 p.m., prevailing time, in the Ansted Town Hall, Ansted, West Virginia, and at such hearing any person interested may appear before the Council and present protests, and all protests and suggestions shall be heard by the Council and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

Ordinance authorizing the design of extensions, additions, betterments and improvements to the existing public sewerage system of the Town of Ansted and the financing of the cost, not otherwise provided, thereof through the issuance by the town of not more than $200,000 in aggregate principal amount of sewerage system design revenue bonds, series 1999 (West Virginia SRF Program); providing for the rights and remedies of and security for the registered owners of such bonds; authorizing execution and delivery of all documents relating to the issuance of such bonds; approving, ratifying and confirming a loan agreement relating to such bonds; authorizing the sale and providing for the terms and provisions of such bonds and adopting other provisions relating thereto.

The above-entitled Ordinance was approved by the Council on February 11, 1999.

The above-quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The Town contemplates the issuance of the Bonds described in the Ordinance. The proceeds of the bonds will be used to provide permanent financing of a portion of the costs of design of additions, betterments and improvements to the existing public sewerage system of the Town. The Bonds are payable solely from revenues to be derived from the ownership and operation of the sewerage system of the Town. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

A certified copy of the above-entitled Ordinance is on file with the Council at the office of the City Clerk for review by interested parties during regular office hours.

Following the public hearing, the Council intends to enact the Ordinance upon final reading and take such other actions as may be necessary in furtherance of the Project and the financing contemplated by the Ordinance.

Dated: March 4, 1999
Geoffrey B. Skaggs, Mayor
Legal No. 194
3-18-Thu-2-FT

The Ansted Town Council met on February 4, 1999 for their regular meeting. Those in attendance were: Jeffrey Skaggs, Mayor; Shirley Nob Recorder; Lynn McVey, Kathy Wilson, James Sowder & Paige Skaggs, Jr. councilpersons. Richard Grimmett & Pat Gray Sanitary Board members. Joe Myers with the Fayette Tribune. Dennis Spangler, Scott Tygrett & Kevin Willis with Police Dept. Mamie Beneventi, Municipal Judge.Bippy Holcomb, Bob Bib, Jim & Georia Linkenhoker, Lola Hendrick, Greg & Sam McVey, LIbby Campbell, Bill Skaggs, Cecil Stanley, Herman Hawver, Ann Skaggs, Gary Strum, Sharon & Pete Hobbs, Kathy & JOhn HOffman and JOhn Stump with Stepto & Johnson, Bond Council.

Lynn McVey, led the group in prayer. Minutes were read & approve

The first order of business was the Resolution on the Design Phas of issuance of Bonds. The Sanitary Board met before council and approved the proposal for funding of this Design Loan thru the State Revolving loan fund, 0% interest and $187,000. This money is necessar to design the construction of the sewer system. Mr. Stump with Step-toe and Johnson explained the procedure and answered questions. He explained that the infrastructure monies & SCBG will be more obtainabl once the design is finished. Mr. Stump read the ordinance in name onl and Mr. Sowder made the motion to except this ordinance on the first reading. Ms. McVey seconded the motion. Motion carried. The second reading will take place on February 11th in special session. and the public meeting will be on March 4th. Mr. Upton with Stafford Engineer will be present on Feb. 11th to explain this process if necessary.

The mayor announced that the town is seeking bids for our liabili coverage. Four companies have responded and are working up proposals.

On the issue of the PEIA coverage for Ms. McVey. According to our attorney, Jamie Blankenship, Ms. McVey will pay her own premium of $491.54 and will be on the Town policy. PEIA has not responded to the request for clarification on eligibility and verification of hours worked.

The mayor also announced that Imperial Collieries has agreed to sell the town the railroad grade for $1.00. Also that the Shell stati project on the old Ansted Motors lot will begin within the next two weeks. Dr. Garretson who is under ~~with~~ contract with CAMC & Southern West Virginia Clinic is going to establish a practice in March and his office will be located in the middle building of the old Catho Center. Also we received an excellent report from the DEP.

There is a delay on observing the new police codes, because of so areas that need to be changed . Mamie Beneventi, the police judge is working on these revisions.

There was some concern about stray dogs and Bippy HOlcomb, our dog catcher and the Mayor assured everyone that this problem is being addressed. At the present time, only one trap is available. Mr.Sowde will check with Mr.Brash at Midland Trail to see if he can build us more traps at a more economical cost. Present trap cost was $300.

Mr. Danny Hamilton has requested permission to purchase bases for the baseball field. Cost will be less that $200. Permission was granted.

Mr. Sowder made motion to adjourn.SEconded by Ms. Wilson. Adjourn

Shirley J Noble, Recorder

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The Ansted Town Council met in special session on Feb. 17, 1998 for the second reading of the ordinance authorizing the design phase for the Sewer improvements., and authorizing the sale of bonds not to exceed $200,000.00. This funding will come from the State Revolving Fund at 0% interest but 1% administrative fees.

Those present were: Geoffrey Skaggs, Mayor; Shirley Noble, Recorder; James Sowder, Kathy Wilson & Lynn McVey.

The mayor read the ordinance and explained the procedure for passage. Kathy Wilson made the motion to pass the ordinance. James Sowder seconded the motion. Motion carried.

The third reading will be on March 4, 1999 at the regular meeting This will be a public meeting with citizen imput. Meeting adjourned

Shirley Noble
Recorder

Mayor

The Ansted Town Council met on March 11, 1999 for their regular meeting. Meeting was delayed because of bad weather. Those present were: Geoffrey Skaggs, Mayor; Shirley Noble, Recorder: Chuck Hurley, Lynn McVey,Kathy Wilson, Paige Skaggs Jr. and James Sowder,councilpers Richard Grimmett, Sanitary Board Member. Scott Tygrett, Steve Gray & Kevin Willis with the police department. Others present were: Joe MYe Gary Strum, Bill Skaggs, Sam McVey and Scott Wilson.

Mr. Hurley led the group in prayer. Minutes were read and approv

The mayor announced that the public hearing on the Bond Funding for the Sewer Design Phase will be on March 25th at 7:30 PM. This meeting was also delayed because of bad weather.

The mayor presented a resolution authorizing expenditures on the street grant thru the Governor's Community Partnership Funds. This is necessary in order to began the street repairs on the $53,000. grant. Mr. Hurley made motion to pass the resolution.seconded by Ms. McVey. MOtion carried.

The mayor announced that the town will be getting help from the engineering staff and students at WVU-Tech for the Bike Trail to Hawk's Nest. Dr.Gorley had responded to a request from the mayor for this assistance.

The mayor also explained that 1/2 of the HOtel Tax will be sent to the New River Convention & Visitors Bureau. The town retains the other half for parks and recreation. Previously we had sent 3/4 of the second half back to the HOtel or MOtel from which the tax was collected. Hawks Nest, Midland Trail MOtel & Parish House will no longer receive a portion of this tax. Visitors Bureau will provide the advertising.

The mayor reported that the bids are in for the Liability Ins. and Commerical Insurance Services presented the lowest bid. This new insurance coverage will be effective April 1st. The bid was 42% less than what we were paying wV Board and Risk Ins.

TOWN OF ANSTED

Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

MINUTES ON ADOPTION AND ENACTMENT OF BOND ORDINANCE
(THIRD READING FOLLOWING PUBLIC HEARING)
AND ADOPTION OF SUPPLEMENTAL RESOLUTION

I, Shirley P. Noble, Recorder of the Town of Ansted (the "Town"), hereby certify that the following is a true and correct excerpt of the minutes of a special meeting of the Council of the Town:

* * * * * * * * *

The Council of the Town met in special session, pursuant to notice duly given, on the 25th day of March, 1999, in Ansted, West Virginia, at the hour of 7:30 p.m.

PRESENT:	Geoffrey B. Skaggs	-	Mayor
	Shirley P. Noble	-	Recorder
	James Sowder	-	Councilmember
	Lynn McVey	-	Councilmember
	Kathy Wilson	-	Councilmember
	Paige Skaggs	-	Councilmember
ABSENT:	Allen Hurley	-	Councilmember

The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it. He stated that the proposed Bond Ordinance heretofore passed on first and second readings would be subject to protests and suggestions from any interested person at this time in accordance with the publication of an abstract of said Bond Ordinance and a Notice of Hearing, which publication has been duly made, and the Mayor called for protests and suggestions as to said Bond Ordinance and all persons desiring to protest the said Bond Ordinance or to make any suggestions with reference thereto were heard.

There being no protests or suggestions made as to said Bond Ordinance, the Mayor thereupon stated that it would be in order to consider the said Bond Ordinance for final enactment and the Mayor caused the said Bond Ordinance to be read as follows:

ORDINANCE AUTHORIZING THE DESIGN OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE TOWN OF ANSTED AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN $200,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

Thereupon, on motion duly made and seconded, it was unanimously ordered that the said Bond Ordinance be finally enacted and put into effect immediately.

Next, the Mayor presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1999 (WEST VIRGINIA SRF PROGRAM), OF THE TOWN OF ANSTED; RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, on motion duly made and seconded, it was unanimously ordered that the said Supplemental Resolution be adopted and put into effect immediately.

* * * * * * * * *

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

Mayor

* * * * * * * * *

I further hereby certify that the foregoing action of the Council remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 13th of April, 1999.

Recorder

03/25/99
021390/98001

RESOLUTION OF THE SANITARY BOARD OF THE TOWN OF ANSTED

BE IT HEREBY RESOLVED that the Sanitary Board of the Town of Ansted petition the Council of the Town of Ansted (the "Town") to commence enactment of an ordinance authorizing issuance of sewerage system design revenue bonds of the Town, in the aggregate principal amount of not more than $200,000, such petition to be presented to the Council at its regular meeting on February 4, 1999, and to be in substantially the following form:

*** *** ***

The Sanitary Board of the Town of Ansted hereby petitions the Council of the Town of Ansted (the "Town") to enact an ordinance directing that sewerage system design revenue bonds of the Town be issued pursuant to the provisions of Chapter 16, Article 13, and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended, such bonds to be in an amount not to exceed $200,000 to finance a portion of the costs of design of certain additions, betterments and improvements to the existing public sewerage system of the Town and to pay costs of issuance thereof.

Directed this 4th day of February, 1999.

*** *** ***

This Resolution shall be effective immediately.

Adopted this 4th day of February, 1999.

SANITARY BOARD OF
THE TOWN OF ANSTED

By _____
Chairman

01/29/99
021390/98001

CH299584.1

WV MUNICIPAL BOND COMMISSION
812 Quarrier Street
Suite 300
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: April 13, 1999

(See Reverse for Instructions

ISSUE: Town of Ansted Sewerage System Design Revenue Bonds, Series 1999 (WV SRF Program)

ADDRESS: Post Office Box 798, Ansted, WV COUNTY: Fayette

PURPOSE OF ISSUE: New Money: X
Refunding: _____

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 4/13/99 CLOSING DATE: 4/13/99

ISSUE AMOUNT: $183,285 RATE: 0% - Administrative Fee 1%

1ST DEBT SERVICE DUE: March 1, 2000 1ST PRINCIPAL DUE: March 1, 2000

1ST DEBT SERVICE AMOUNT: $2,292.00 PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Steptoe & Johnson
Contact Person: Vincent A. Collins, Esquire
Phone: 624-8161

UNDERWRITERS COUNSEL: Jackson & Kelly
Contact Person: Samme L. Gee, Esquire
Phone: 340-1318

CLOSING BANK: United National Bank
Contact Person: Ralph Parks
Phone: 658-5221

ESCROW TRUSTEE: _____
Contact Person: _____
Phone: _____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: Geoffrey B. Skaggs
Position: Mayor
Phone: 658-5901

OTHER: Department of Environmental Protection
Contact Person: Rosalie Brodersen
Function: Branch Chief
Phone: 558-0637

DEPOSITS TO MBC AT CLOSE:
By: _____ Wire _____ Check

____ Accrued Interest: $_____
____ Capitalized Interest: $_____
____ Reserve Account: $_____
____ Other: _____ $_____

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: _____ Wire _____ Check _____ IGT

____ To Escrow Trustee: $_____
____ To Issuer $_____
____ To Cons. Invest. Fund $_____
____ To Other: _____ $_____

NOTES: _____

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED: _____
TRANSFERS REQUIRED: _____

CL514315.1

The purpose of the NEW ISSUE REPORT FORM is to provide the WV Municipal Bond Commission with an early warning of three basic facts no later than the day of closing on any issue for which the Commission is to act as fiscal agent. These are:

1. Formal notification that a new issue is outstanding.
2. Date of first action or debt service.
3. Contact people should we lack documents, information, or funds needed to administer the issue by the date of the first action or debt service.

The commission recognizes that as bond transcripts become increasingly long and complex, it has become more difficult to assemble and submit them to the Commission within the 30 days specificed by the West Virginia Code 13-3-8. This notice is not intended to provide all the information needed to administer an issue, but to alert the Commission and ensure that no debt service payments are missed due to delays in assembling bond transcripts. If, at the time of closing, documents such as the ordinance and all supplements, debt service schedules, and a specimen bond or photostat are available and submitted with this form, it will greatly aid the Commission in the performance of its duties. These documents are needed to set up the proper accounts and to advise the issuer of monthly deposit requirements as far in advance of the first debt service as possible.

It is not necessary to complete all items if they are not pertinent to your issue. Indicate the County of the issuer. With PSDs that overlap more than one county, indicate the county of their business office. Complete "Rate" only if the issue has only one rate. Please complete a separate form for each series of an issue. Other important information can be recorded under "Notes."

Again, please submit this form on each new issue on the day of closing. If fund transfers into or out of the Commission at closing are required, please submit this form before closing. If no significant facts change by closing, no resubmission at closing is required. If, however, there are changes, please submit an updated form, with changes noted, at closing.

If you should have any questions concerning this form, please call the Commission.

TOWN OF ANSTED

Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

UNITED NATIONAL BANK, a national banking association, in Ansted, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance enacted by the Town of Ansted (the "Issuer") on March 25, 1999, and a Supplemental Resolution adopted by the Issuer on March 25, 1999 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program), dated April 13, 1999, in the aggregate principal amount of $183,285 (the "Bonds"), and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 13th day of April, 1999.

UNITED NATIONAL BANK

Assistant Vice President

TOWN OF ANSTED

Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

ACCEPTANCE OF DUTIES AS REGISTRAR

ONE VALLEY BANK, NATIONAL ASSOCIATION, a national banking association, in Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Town of Ansted Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program), dated April 13, 1999, in the aggregate principal amount of $183,285 (the "Bonds"), and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 13th day of April, 1999.

ONE VALLEY BANK, NATIONAL ASSOCIATION

Charlotte S. Morgan
Assistant Vice President

03/23/99
021390/98001

CL514313.1

TOWN OF ANSTED

Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

CERTIFICATE OF REGISTRATION OF BONDS

ONE VALLEY BANK, NATIONAL ASSOCIATION, a national banking association, in Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of the Town of Ansted (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Sewerage System Design Revenue Bond, Series 1999 (West Virginia SRF Program), of the Issuer, dated April 13, 1999, in the principal amount of $183,285, numbered R-1, was registered as to principal in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of One Valley Bank, National Association, as Registrar.

WITNESS my signature on this 13th day of April, 1999.

ONE VALLEY BANK, NATIONAL ASSOCIATION

Charlotte S Morgan

Assistant Vice President

03/23/99
021390/98001

CL514324.1

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REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 13th day of April, 1999, by and between TOWN OF ANSTED, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and ONE VALLEY BANK, NATIONAL ASSOCIATION, a national banking association (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $183,285 principal amount of Sewerage System Design Revenue Bonds, Series 1999 (West Virginia SRF Program), in fully registered form (the "Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted March 25, 1999, and a Supplemental Resolution of the Issuer duly adopted March 25, 1999 (collectively, the "Bond Legislation");

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

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

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

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

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exemption of interest on the Bonds from 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 Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

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

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule and reimbursement for reasonable expenses incurred in connection therewith.

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

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

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

ISSUER: Town of Ansted
Post Office Box 798
Ansted, West Virginia 25812
Attention: Mayor

REGISTRAR: One Valley Bank, National Association
Post Office Box 1793
One Valley Square
Charleston, West Virginia 25326
Attention: Corporate Trust Department

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

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

TOWN OF ANSTED

Mayor

ONE VALLEY BANK, NATIONAL ASSOCIATION

Assistant Vice President

03/23/99
021390/98001

CL514327.2

EXHIBIT A

Bond Legislation included in bond transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

WRD 1A-82
Revised 5-89

STATE OF WEST VIRGINIA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER RESOURCES
1201 Greenbrier Street
Charleston, West Virginia 25311

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

WATER POLLUTION CONTROL PERMIT

Permit No. WV0020672

Subject: Sewage Facilities

Issue Date: December 7, 1990

Effective Date: January 7, 1991

Expiration Date: December 6, 1995

Supersedes: WV/NPDES Permit No. WV0020672 Issue Date September 19, 1984

Location: Ansted (City) Fayette (County) Kanawha (Drainage Basin)

Outlet Sites: Latitude: 38 o 08 ' 00 " N
Longitude: 81 o 05 ' 30 " W

To whom it may concern:

This is to certify that Town of Ansted, P. O. Box 798, Ansted, WV 25812 is hereby granted a NPDES Water Pollution Control Permit to operate and maintain an existing wastewater collection system and an existing 0.23 MGD extended aeration wastewater treatment plant which are further described as follows.

The wastewater collection system is comprised of approximately 2,093 linear feet of six(6) inch diameter gravity sewer line, 55,928 linear feet of eight(8) inch diameter gravity sewer line, 2,086 linear feet of 10 inch diameter gravity sewer line, 351 manholes, necessary cleanouts, eight(8) lift stations, 6,234 linear feet of four(4) inch diameter force main and all requisite appurtenances.

The wastewater treatment plant is comprised of a grit chamber, a comminutor, a bar screen, two(2) aeration chambers with a total volume of 230,010 gallons, two(2) clarifiers with a total volume of 38,335 gallons, a 4,795 gallon chlorine contact chamber, covered sludge drying beds with a total surface area of 1,160 square feet and all requisite appurtenances.

The facilities are to serve a population equivalent of approximately 2,300 persons in the Town of Ansted and Hawks Nest State Park and discharge treated wastewater to Mill Creek (approximately 2.0 miles from its mouth) of the New River of the Kanawha River.

This permit is subject to the following terms and conditions:

Department of Health Certificate of Approval No. 2789.

(Continued on Page 1A)

The information submitted on and with Permit Application No. WV0020672, dated the 12th day of June 1989, is all hereby made terms and conditions of this Permit with like effect as if all such permit application information was set forth herein, and with other conditions set forth in Sections A, B, C, D, E, F, and G.

A. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning January 7, 1991 and lasting through midnight, December 6, 1995
the permittee is authorized to discharge from outlet number(s) 001-Discharge from sewage treatment facilities

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations (Quantity) lbs/day Avg. Monthly	Discharge Limitations (Quantity) lbs/day Max. Daily	Discharge Limitations Other Units (Specify) Avg. Monthly	Discharge Limitations Other Units (Specify) Max. Daily	Monitoring Requirements Measurement Frequency	Monitoring Requirements Sample Type
Flow			0.23 MGD		Continuous	Measured
Biochemical Oxygen Demand (5-Day)	57.5	115.1	30.0 mg/l	60.0 mg/l	1/Month	8 hr. composite
Total Suspended Solids	57.5	115.1	30.0 mg/l	60.0 mg/l	1/Month	8 hr. composite
Total Kjeldahl Nitrogen (TKN)	34.5	69.0	18.0 mg/l	36.0 mg/l	1/Month	8 hr. composite
Fecal Coliform			200 counts/100 ml	400 counts/100 ml	1/Month	Grab
Dissolved Oxygen		Not less than 6.0 mg/l at any given time			1/Month	Grab
Total Residual Chlorine (TRC)		Zero at any given time			1/Month	Grab

The ph shall not be less than 6.0 standard units and not greater than 9.0 standards units and shall be monitored monthly by grab sampling.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Effluent BOD_5 samples shall be collected at a location immediately preceding disinfection. Other effluent samples shall be collected at or as near as possible to the point of discharge.

This discharge shall not cause violation of Series I, Section 3 of the West Virginia Legislative Rules issued pursuant to Chapter 20, Article 5A.

B. SCHEDULE OF COMPLIANCE

1. The permittee shall achieve compliance with the provisions for waste treatment and the discharge limitations specified in this permit in accordance with the following schedule:

Effective date of permit.

2. Reports of compliance or noncompliance with, and progress reports on the interim and final requirements contained in the above compliance schedule, shall be submitted no later than 14 days following each schedule date.

N/A

C. MANAGEMENT CONDITIONS

1. Duty to Comply

(a) The permittee must comply with all conditions of this permit. Permit noncompliance constitutes a violation of the CWA and State Act and is grounds for enforcement action; for permit modification, revocation and reissuance, suspension or revocation; or for denial of a permit renewal application.

(b) The permittee shall comply with all effluent standards or prohibitions established under Section 307(a) of the CWA for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

2. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit at least 180 days prior to expiration of the permit.

3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit, which has a reasonable likelihood of adversely affecting human health or the environment.

4. Permit Actions

This permit may be modified, revoked and reissued, suspended, or revoked for cause. The filing of a request by the permittee for permit modification, revocation and reissuance, or revocation, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

5. Property Rights

This permit does not convey any property rights of any sort or any exclusive privilege.

6. Signatory Requirements

All applications, reports, or information submitted to the Chief shall be signed and certified as required in Series II, Section 4.6 of the West Virginia Legislative Rules of the State Water Resources Board.

7. Transfers

This permit is not transferable to any person, except after notice to the Chief. The Chief may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.

8. Duty to Provide Information

The permittee shall furnish to the Chief, within a reasonable specified time, any information which the Chief may request to determine whether cause exists for modifying, revoking and reissuing, suspending, or revoking this permit, or to determine compliance with this permit. The permittee shall also furnish to the Chief, upon request, copies of records required to be kept by this permit.

9. Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Chief, it shall promptly submit such facts or information.

10. Inspection and Entry

The permittee shall allow the Chief, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

a) Enter upon the permittee's premises in which an effluent source or activity is located, or where records must be kept under the conditions of this permit;

b) Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;

c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and

d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the State Act, any substances or parameters at any locations.

11. Permit Modification

This permit may be modified, suspended, or revoked in whole or in part during its term in accordance with the provisions of Chapter 20-5A-8 of the Code of West Virginia.

12. Water Quality

The effluent or effluents covered by this permit are to be of such quality so as not to cause violation of applicable water quality standards adopted by the State Water Resources Board.

13. Outlet Markers

A permanent marker at the establishment shall be posted in accordance with Series III, Section 9 of the West Virginia Legislative Rules promulgated pursuant to Chapter 20, Article 5A.

14. Liabilities

a) Any person who violates a permit condition implementing sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a civil penalty not to exceed $10,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing sections 301, 302, 306, 307, or 308 of the Clean Water Act is subject to a fine of not less than $2,500 nor more than $25,000 per day of violation, or by imprisonment for not more than 1 year, or both.

b) Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

c) Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than $10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

d) Nothing in C. 14. a), b) and c) shall be construed to limit or prohibit any other authority the Chief may have under the State Water Pollution Control Act, Chapter 20, Article 5A.

D. OPERATION AND MAINTENANCE

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of the permit. Proper operation and maintenance also includes adequate laboratory controls, and appropriate quality assurance procedures. Unless otherwise required by Federal or State law, this provision requires the operation of back-up auxiliary facilities or similar systems which are installed by the permittee only when the operation is necessary to achieve compliance with the conditions of the permit. For domestic waste treatment facilities, waste treatment operators as classified by State Health Department Regulations authorized under Chapter 16, Article I, Public Health Laws, Code of West Virginia, will be required except that in circumstances where the domestic waste treatment facility is receiving any type of industrial waste, the Chief may require a more highly skilled operator.

2. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

3. Bypass

a) Definitions
   (1) "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility; and
   (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of D.3 c) and D.3. d) of this permit.

c) (1) If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten (10) days before the date of the bypass;
   (2) If the permittee does not know in advance of the need for bypass, notice shall be submitted as required in F.2. b) of this permit.

d) Prohibition of bypass
   (1) Bypass is permitted only under the following conditions, and the Chief may take enforcement action against a permittee for bypass, unless;
      (A) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
      (B) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
      (C) The permittee submitted notices as required under D.3. c) of this permit.
   (2) The Chief may approve an anticipated bypass, after considering its adverse effects, if the Chief determines that it will meet the three conditions listed in D.3. d) (1) of this permit.

4. Upset

a) Definition. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of D.4. c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
   (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
   (2) The permitted facility was at the time being properly operated;
   (3) The permittee submitted notice of the upset as required in F.2. b) of this permit.
   (4) The permittee complied with any remedial measures required under C.3. of this permit.

d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

5) Removed Substances

Where removed substances are not otherwise covered by the terms and conditions of this permit or other existing permit by the Chief, any solids, sludges, filter backwash or other pollutants (removed in the course of treatment or control of wastewaters) and which are intended for disposal within the State, shall be disposed of only in a manner and at a site subject to the approval by the Chief. If such substances are intended for disposal outside the State or for reuse, i.e., as a material used for making another product, which in turn has another use, the permittee shall notify the Chief in writing of the proposed disposal or use of such substances, the identity of the prospective disposer or users, and the intended place of disposal or use, as appropriate.

E. MONITORING AND REPORTING

1. Representative Sampling

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. Reporting

a) Permittee shall submit each month, ~~quarter~~ year, according to the enclosed format, a Discharge Monitoring Report (DMR) indicating in terms of concentration, and/or quantities, the values of the constituents listed in Part A analytically determined to be in the plant effluent(s).

b) The required DMR's should be received no later than 20 days following the end of the reporting period and be addressed to:

Chief
Division of Water Resources
1201 Greenbrier Street
Charleston, WV 25311
Attention: Municipal

c) Enter reported average and maximum values under "Quantity" and "Concentration" in the units specified for each parameter, as appropriate.

d) Specify the number of analyzed samples that exceed the allowable permit conditions in the columns labeled "N.E." (i.e., number exceeding).

e) Specify frequency of analysis for each parameter as no. analyses/specified period (e.g. "3/month is equivalent to 3 analyses performed every calendar month). If continuous, enter "Cont.". The frequency listed on format is the minimum required.

3. Test Procedures

Samples shall be taken, preserved and analyzed in accordance with 40 CFR Part 136, as in effect July 1, 1985 unless other test procedures have been specified elsewhere in this permit.

4. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information.

a) The date, exact place, and time of sampling or measurement;
b) The date(s) analyses were performed;
c) The individual(s) who performed the sampling or measurement;
d) The individual(s) who performed the analyses; if a commercial laboratory is used, the name and address of the laboratory;
e) The analytical techniques or methods used, and
f) The results of such analyses.

Information not required by the DMR form is not to be submitted to this agency, but is to be retained as required in E.6.

5. Additional Monitoring by Permittee

If the permittee monitors any pollutant at any monitoring point specified in this permit more frequently than required by this permit, using approved test procedures or others as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the Discharge Monitoring Report Form. Such increased frequency shall also be indicated.
Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in the permit.

6. Records Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for the permit, for a period of at least three (3) years from the data of the sample, measurement, report or application. This period may be extended by request of the Chief at any time.

7. Definitions

a) "Daily discharge" means the discharge of a pollutant measured during a calendar day or within any specified period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.

b) "Average monthly discharge limitation" means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

c) "Maximum daily discharge limitation" means the highest allowable daily discharge.

d) "Composite Sample" is a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall be two hours.

e) "Grab Sample" is an individual sample collected in less than 15 minutes.

f) "i-s" = immersion stabilization - a calibrated device is immersed in the effluent stream until the reading is stabilized.

g) The "daily average temperature" means the arithmetic average of temperature measurements made on an hourly basis, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar month, or during the operating month if flows are of shorter duration.

h) The "daily maximum temperature" means the highest arithmetic average of the temperatures observed for any two (2) consecutive hours during a 24-hour day, or during the operating day if flows are of shorter duration.

i) The "daily average fecal coliform" bacteria is the geometric average of all samples collected during the month.

j) "Measured Flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.

k) "Estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to pump capabilities, water meters and batch discharge volumes.

l) "Non-contact cooling water" means the water that is contained in a leak-free system, i.e. no contact with any gas, liquid, or solid other than the container for transport; the water shall have no net poundage addition of any pollutant over intake water levels, exclusive of approved anti-fouling agents.

F. OTHER REPORTING

1. Reporting Spills and Accidental Discharges

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any reponsibilities, liabilities, or penalties established pursuant to Series III, Section 2 of the West Virginia Legislative Rules promulgated pursuant to Chapter 20, Article 5A.

Attached is a copy of the West Virginia Spill Alert System for use in complying with Series III, Section 2 of the rules as they pertain to the reporting of spills and accidental discharges.

2. Immediate Reporting

a) The permittee shall report any noncompliance which may endanger health or the environment immediately after becoming aware of the circumstances by using the Division's designated spill alert telephone number. A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

b) The following shall also be reported immediately:
   (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
   (2) Any upset which exceeds any effluent limitation in the permit; and
   (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Chief in the permit to be reported immediately. This list shall include any toxic pollutant or hazardous substance, or any pollutant specifically identified as the method to control a toxic pollutant or hazardous waste.

c) The Chief may waive the written report on a case-by-case basis if the oral report has been received in accordance with the above.

d) Compliance with the requirements of F.2. of this section, shall not relieve a person of compliance with Series III, Section 2 of the Board's rules.

3. Reporting Requirements

a) Planned changes. The permittee shall give notice to the Chief of any planned physical alterations or additions to the permitted facility which may affect the nature or quantity of the discharge. Notice is required when:
   (1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in Section 13.7.b of Series II of the Board's rules; or
   (2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under F.2. of this section.

b) Anticipated noncompliance. The permittee shall give advance notice to the Chief of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.

c) In addition to the above reporting requirements, all existing manufacturing, commercial, and silvicultural discharges must notify the Chief in writing as soon as they know or have reason to believe:
   (1) That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
      (A) One hundred micrograms per liter (100 ug/l);
      (B) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2, 4-dinitro phenol; and one milligram per liter (1 mg/l) for antimony;
      (C) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.4. b.7 or 4.4. b.9 of Series II of the Board's rules;
      (D) The level established by the Chief in accordance with Section 6.3.g. of Series II of the Board's rules;
   (2) That any activity has occurred or will occur which would result in any discharge (on a non-routine or infrequent basis) of a toxic which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
      (A) Five hundred micrograms per liter (500 ug/l);
      (B) One milligram per liter (1 mg/l) for antimony;
      (C) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.4. b.7. of Series II of the Board's rules;
      (D) The level established by the Chief in accordance with Section 6.3.g. of Series II of the Board's rules.
   (3) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4 b.9 of Series II of the Board's rules and which will result in the discharge on a routine or frequent basis of that toxic pollutant at levels which exceed five times the detection limit for that pollutant under approved analytical procedure.
   (4) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4 b.9 of Series II of the Board's rules and which will result in the discharge on a non-routine or infrequent basis of that toxic pollutant at levels which exceed ten times the detection limit for that pollutant under approved analytical procedure.

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under the above paragraphs at the time monitoring reports are submitted. The reports shall contain the information listed in F.2. a).

OTHER REQUIREMENTS

1. The herein-described treatment works, structures, electrical and mechanical equipment shall be adequately protected from physical damage by the maximum expected one hundred (100) year flood level and operability be maintained during the twenty-five (25) year flood level.

2. The entire sewage treatment facility shall be adequately protected by fencing.

3. Continuous maintenance and operation of the listed sewage treatment facility shall be performed by or supervised by a certified operator possessing at least a class II certificate for Waste Water Treatment Plant Operators, issued by the State of West Virginia.

4. An instantaneous flow from the sewage disposal system shall not exceed the peak design flow at any given time.

5. The arithmetic mean of values for effluent samples collected in a period of seven(7) consecutive days shall not exceed 45.0 mg/l for BOD5 and TSS and 27.0 mg/l for TKN.

6. The arithmetic mean of the effluent values of the BOD5 and TSS discharged during a period of 30 consecutive days shall not exceed 15 percent of the respective arithmetic mean of the influent values for these parameters during the same time period except as specifically authorized by the permitting authority.

7. The permittee shall not accept any new non-domestic discharges without first obtaining approval from the Chief of the Division of Water Resources as provided in Series II, Section 14 of the Legislative Rules of the State Water Resources Board.

8. By facility registration form submitted for landfill, dated the 14th day of September 1988, and subsequent Division approval, dated the 5th day of January 1989, the permittee has fulfilled the requirements of Section D.5 of this permit with respect to sludge generated by the wastewater treatment facilities permitted herein. Furthermore, the permittee agrees to abide by the terms and conditions of the approved Sludge Management Program.

The herein-described activity is to be extended, modified, added to, made, enlarged, acquired, constructed or installed, and operated, used and maintained strictly in accordance with the terms and conditions of this permit; with the plans and specifications submitted with Permit Application No. WV0020672, dated the 12th day of June, 19 89, ; with the plan of maintenance and method of operation thereof submitted with such application(s); and with any applicable rules and regulations promulgated by the State Water Resources Board.

Failure to comply with the terms and conditions of this permit, with the plans and specifications submitted with Permit Application No. WV0020672, dated the 12th day of June, 19 89, , and with the plan of maintenance and method of operation thereof submitted with such application(s) shall constitute grounds for the revocation or suspension of this permit and for the invocation of all the enforcement procedures set forth in Article 5A, Chapter 20 of the Code of West Virginia.

This permit is issued in accordance with the provisions of Article 5A, Chapter 20 of the Code of West Virginia and is transferable under the terms of Section 7 of said article.

By: Chief

LEM:JDM:mll

RIGHT OF APPEAL

Notice is hereby given of your right to appeal the terms and conditions of this permit which you are aggrieved by to the State Water Resources Board by filing a NOTICE OF APPEAL on the form prescribed by such Board for this purpose, with the Board, in accordance with the provisions of Section 15, Article 5A, Chapter 20 of the Code of West Virginia within thirty (30) days after the date of receipt of the above permit.

WV/NPDES Permit No. WV0020672

STATE OF WEST VIRGINIA
DEPARTMENT OF COMMERCE, LABOR AND ENVIRONMENTAL RESOURCES
DIVISION OF NATURAL RESOURCES
WATER RESOURCES SECTION
1201 Greenbrier Street
Charleston, West Virginia 25311
Telephone (304)348-2107

GASTON CAPERTON
Governor

J. EDWARD HAMRICK III
Director

LARRY W. GEORGE
Deputy Director

NOTICE TO PERMITTEES

The 1989 regular session of the West Virginia legislature revised the Water Pollution Control Act, Chapter 20, Article 5A of the West Virginia Code by adding Section 6a. This section of the Code requires all holders of a State water pollution control permit or a national pollutant discharge elimination system permit to be assessed an annual permit fee, based upon regulations promulgated by the Director of the Department of Natural Resources. The Director promulgated regulations to this effect on June 1, 1990. The regulations establish an annual permit fee based upon the relative potential to degrade the waters of the State which, in most instances, relate to volume of discharge. However, for sewage facilities, the annual permit fee is based upon the number of customers served by the facility. You may contact the Secretary of State's Office, State Capitol Building, Charleston, West Virginia 25305, to obtain a copy of the regulations. The reference is Title 47, Legislative Rules of Department of Natural Resources, Series 26 Water Pollution Control Permit Fee Schedule.

Based upon the volume of discharge for which your facility is currently permitted or operating at, the number of customers served by your facility or for the category you fall within, pursuant to Section 7 of Title 47, Series 26, your annual permit fee is $250.00 . This fee is due no later than the anniversary date of permit issuance in each year of the term of the permit. You will be invoiced by this agency at the appropriate time for the fee. Failure to submit the annual fee within one hundred and eighty (180) days of the due date will render your permit void.

Revised: 3-87

EMERGENCY RESPONSE SPILL ALERT SYSTEM

WEST VIRGINIA DIVISION OF WATER RESOURCES

REQUIREMENTS:

West Virginia Administrative Regulations Series III, Section 2, State Water Resources Board, effective January 6, 1986.

RESPONSIBILITY FOR REPORTING:

Each and every person who may cause or be responsible for any spill or accidental discharge of pollutants into the waters of the State shall give immediate notification to the Division of Water Resources' Emergency Notification Numbers 1-800-642-3074 for instate calls or 1-304-348-8899 for out of state calls. Such notification shall set forth insofar as possible and as soon thereafter as practical the time and place of such spill or discharge, type or types and quantity or quantities of the material or materials therein, action or actions taken to stop such spill or discharge and to minimize the polluting effect thereof, the measure or measures taken or to be taken in order to prevent a recurrence of any such spill or discharge and such additional information as may be requested by the Division of Water Resources. This also applies to spills to the waters of the State resulting from accidents to common carriers by highway, rail and water.

It shall be the responsibility of each industrial establishment or other entity discharging directly to a stream to have available the following information pertaining to those substances that are employed or handled in its operation in sufficiently large amounts as to constitute a hazard in case of an accidental spill or discharge into a public stream:

1) Potential toxicity in water to man, animals and aquatic life;
2) Details on analytical procedures for the quantitative estimation of such substances in water; and
3) Suggestions on safeguards or other precautionary measures to nullify the toxic effects of a substance once it has entered into a stream.

Failure to furnish such information as required by Section 9, Article 5A, Chapter 20, Code of West Virginia shall be punishable under Section 19, Article 5A, Chapter 20, Code of West Virginia.

It shall be the responsibility of any person who causes or contributes in any way to the spill or accidental discharge of any pollutant or pollutants into State Waters to immediately take any and all measures necessary to contain such spill or discharge. It shall further be the responsibility of such person to take any and all measures necessary to clean-up, remove, and otherwise render such spill or discharge harmless to the waters of the State.

When the Chief determines it necessary for the effective containment and abatement of spills and accidental discharges, the Chief may require the person or person responsible for such spill or discharge to monitor affected waters in a manner prescribed by the Chief until the possibility of any adverse effect on the waters of the State no longer exists.

VOLUNTARY REPORTING BY LAW OFFICERS, U. S. COAST GUARD, LOCK MASTERS AND OTHERS:

In cases involving river and highway accidents where the responsible party may or may not be available to report the incident, law officers, U. S. Coast Guard, Lock Masters and other interested person should make the report.

WHO TO CONTACT:

Notify Division headquarters in Charleston, West Virginia at the following numbers: 1-800-642-3074 (in-state) or 1-304-348-8899 (out-of-state).

INFORMATION NEEDED:

-Source of spill or discharge
-Location of incident
-Time of incident
-Material spilled or discharged
-Amount spilled or discharged
-Toxicity of material spilled or discharged
-Personnel at the scene
-Actions initiated
-Shipper/Manufacturer identification
-Railcar/Truck identification number
-Container type

West Virginia Infrastructure & Jobs Development Council

Public Members:
James D. Williams, Chairman
St. Albans
James L. Harrison, Sr., Vice Chairman
Princeton
Lloyd P. Adams, P.E.
Wheeling
Sheirl L. Fletcher
Morgantown

980 One Valley Square
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Susan J. Riggs, Esquire
Executive Secretary

RECEIVED
APR 07 1998
Stafford Consultants

April 6, 1998

The Honorable Geoffrey B. Skaggs
Mayor, Town of Ansted
P.O. Box 636
Ansted, WV 25812

Re: Wastewater System Upgrade Project 98S-388

Dear Mayor Skaggs:

The West Virginia Infrastructure and Jobs Development Council (Council) has reviewed the Town of Ansted's (Town) preliminary application regarding a proposed project to upgrade the Town's wastewater system (Project). Based on the findings of the Sewer Technical Review Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The Town should carefully review the enclosed comments of the Sewer Technical Review Committee. The Town may need to address certain issues raised in said comments as it proceeds with the Project.

Pursuant to its review of the preliminary application, the Council understands that the Town intends to commit $130,000 of its internal funds to the Project. The Council recommends the Town pursue a Small Cities Block Grant (SCBG) of $1,250,000, and also determined that the Town may be eligible for Infrastructure Fund assistance of approximately $1,133,000. Please contact the Development Office at 558-4010 for specific information on the steps the Town needs to follow to apply for the SCBG. The Council's final decision as to the Project's specific funding is being deferred pending the final determination of the Project's eligibility and readiness to proceed, and availability of funds in the Infrastructure Fund. Currently, no funds are available in the Infrastructure Fund. The Council further understands that the Town intends to pursue a design loan from the Clean Water State Revolving Fund, and the Council concurs with such action. Please contact the Division of Environmental Protection at 558-0641 for specific information regarding design loan procedures. **Please note this letter <u>does not</u> constitute funding approval from these agencies.**

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04/05/99 15:48 STAFFORD CONSULTANTS → 17003538180043 2 NO. 657 D02

If you have any questions regarding this matter, please contact Susan J. Riggs at the above telephone number.

Sincerely,

James D. Williams

JDW/ceg
Enclosure

cc: Mike Johnson, P.E. (w/o enclosure)
Debbie Legg (w/o enclosure)
C. Dean Upton, P.E.
W.D. Smith

CHAPTER A

ORDINANCE NO. 3

TOWN OF ANSTED

$270,000 Sewer Revenue Bonds, Series of 1967

BOND ORDINANCE

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TOWN OF ANSTED

ORDINANCE AUTHORIZING THE ISSUANCE OF $270,000 SEWER REVENUE BONDS, SERIES OF 1967, OF THE TOWN OF ANSTED, WEST VIRGINIA, TO FINANCE PART OF THE COST OF CONSTRUCTION OF A SEWAGE COLLECTION AND TREATMENT SYSTEM OF SAID TOWN; PROVIDING FOR MANDATORY USE OF THE SEWER FACILITIES; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE REVENUE BONDS; PROVIDING FOR THE FIXING, ESTABLISHING AND COLLECTING OF RATES AND CHARGES FOR THE SERVICES AND FACILITIES OF THE SEWER SYSTEM; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITIES OF THE HOLDERS OF THE REVENUE BONDS; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ANSTED:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This ordinance is adopted pursuant to the provisions of Article 13, Chapter 16 of the Code of West Virginia (herein called the "Act"), and other applicable provisions of law.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared as follows:

(A) The Town of Ansted in Fayette County, State of West Virginia, does not now own a sewerage system. A Sanitary Board has heretofore been appointed in accordance with the Act and has duly petitioned this Council for the enactment of this ordinance.

(B) It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Town of Ansted and to comply

with West Virginia law that there be constructed or acquired a complete sewerage system of the Town, generally described as the construction or acquisition of sewage collection and interceptor lines, lift stations and a treatment plant, all with necessary facilities and equipment (herein called the "Project").

(C) It is necessary for the Town of Ansted to issue its revenue bonds in the principal amount of $270,000 to finance part of the cost of the construction of the Project as hereinafter provided.

(D) The estimated maximum cost of the construction hereinabove mentioned is the sum of $1,349,000, of which $270,000 will be obtained from the proceeds of the Bonds herein authorized and the balance from the proceeds of a Federal grant designated Project No. 03-1-00175 of Economic Development Administration in the amount of $1,079,000.

(E) The cost of such construction shall be deemed to include, without being limited to, but subject to the provisions of the Loan and Grant Agreement, the construction or acquisition of the said Project, the acquisition of any necessary property, real, personal, tangible or intangible or interest therein, and any other purposes necessary, incidental, desirable or appurtenant to the construction of the Project; interest on the Bonds prior to, during and for six months after completion of such construction to the extent that the revenues of the System as hereinafter defined are not sufficient therefor; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for

plans, specifications and surveys; and such other expenses as may be necessary or incidental to the construction of the Project and the financing authorized by this ordinance.

(F) The period of usefulness of the System after completion of the Project is not less than forty years.

(G) There are not outstanding any bonds or other obligations payable out of or secured by any lien on or pledge of the revenues of the System or any part of such revenues or of the System.

Section 1.03. Use of Sewer Facilities Mandatory. The mandatory use of the facilities of the System as herein defined is hereby determined and declared to be essential and necessary for the protection and preservation of the public health, comfort, safety, convenience, welfare and economy of the inhabitants of the Town and for the rendering harmless of sewage and water-borne waste matter produced or arising within the Town. Accordingly, every owner, tenant and occupant of every lot, parcel and tract of land which abuts on a street, alley or other public way in which any sewer line, main or facility is located, or which is located within 100 feet thereof and upon which lot, parcel or tract a building or other habitable structure has been or shall be erected for residential, commercial or industrial use, shall connect such building or structure with the System immediately upon completion of the Project and shall thereafter refrain from using and cease to use any other method for the disposal of sewage or water-borne waste matter and shall pay all charges, fees and rates provided herein.

Any such building or structure not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Town and a public nuisance which shall be abated as promptly as possible by proceedings in the Circuit Court of Fayette County or other court of competent jurisdiction.

Section 1.04. Ordinance to Constitute Contract. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this ordinance shall be deemed to be and shall constitute a contract between the Town and such Bondholders, and the covenants and agreements herein set forth to be performed by the Town shall be for the equal benefit, protection and security of the legal holders of any and all such Bonds, and the coupons appertaining thereto, all which shall be of equal rank without preference, priority or distinction of any of the Bonds or coupons over any other thereof, except as expressly provided therein and herein.

Section 1.05. Definitions. The following terms shall have the following meanings in this ordinance unless the text otherwise expressly requires:

(A) "Act" shall mean Article 13, Chapter 16 of the Code of West Virginia.

(B) "Bonds" shall mean the $470,000 Sewer Revenue Bonds, Series of 1967, originally authorized to be issued pursuant to this ordinance and shall also be deemed to include, where appropriate, the interest coupons originally attached to said Bonds; and shall also include any pari passu additional Bonds hereafter issued within the terms, restrictions and conditions contained in this ordinance, and the interest coupons appertaining to said pari passu additional Bonds.

(C) "Consulting Engineer" shall mean J. H. Milam, Inc., Consulting Engineers, of Dunbar, West Virginia, or any engineer or firm of engineers which shall at any time hereafter be retained by the Town as Consulting Engineer for the System.

(D) "Facilities" shall mean all the facilities of the System and also any facilities which may hereafter be added to the System by any additions, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefor, hereafter at any time constructed or acquired.

(E) "Fiscal Year" shall mean each year beginning on July 1 and ending on the succeeding June 30.

(F) "Holder of the Bonds" or "Bondholder" or any similar term shall mean any person who shall be the bearer or owner of any outstanding Bond or Bonds registered to bearer or not registered, or the registered owner of any outstanding Bond or Bonds which shall at the time be registered other than to the bearer or of any coupon representing interest accrued or to accrue on said Bonds.

(G) "Net Revenues" shall mean the balance of the gross revenues, as defined in subsection (J) below, remaining after deduction only of operating expenses, as defined in subsection (H) below.

(H) "Operating Expenses" shall mean the current expenses, paid or accrued, of operation and maintenance of the System and its facilities, and shall include without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Town relating and chargeable solely to the System, the accumulation of appropriate reserves for charges not annually recurrent but which

are such as may reasonably be expected to be incurred, a sum not to exceed 1/6 of the amount estimated in the current annual budget for costs of operation and maintenance of the System, and such other reasonable operating costs as are normally and regularly included under recognized accounting practices.

(I) "Project" shall mean the complete sewerage system to be constructed, acquired and financed in part with the proceeds of the Bonds as in this ordinance provided.

(J) "Revenues" or "gross revenues" shall mean all rates, rents, fees, charges or other income received by the Town, or accrued to the Town, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

(K) "System" shall mean the complete sewerage system of the Town, including the Project and all facilities and other property of every nature, real, personal, tangible or intangible, now or hereafter owned, held or used in connection with the sewerage system and sewer facilities of the Town, and shall also include any and all additions, extensions, improvements, properties or other facilities hereafter at any time acquired or constructed for the sewerage system.

(L) "Town" shall mean the Town of Ansted, in Fayette County, West Virginia, and, where appropriate, shall also mean the Town Council thereof and the Sanitary Board of the Town.

(M) "Loan and Grant Agreement" shall mean the Loan and Grant Agreement between the Town and the United

States Department of Commerce, Economic Development Administration, for Project No. 03-1-00175, the offer for which is dated June 20, 1966, and shall include all amendments and waivers thereof.

(N) Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BONDS

Section 2.01. Authorization of Bonds. Subject and pursuant to the provisions of this ordinance, Bonds of the Town, to be known as "Sewer Revenue Bonds, Series of 1967", are hereby authorized to be issued in the aggregate principal amount of not exceeding Two Hundred Seventy Thousand Dollars ($270,000), for the purpose of financing part of the cost of construction of the Project as authorized by this ordinance. Pending issuance of the definitive Bonds, temporary or interim certificates in the form of fully registered bonds may be issued, exchangeable on ninety days' notice to the Town and at the expense of the Town for definitive Bonds.

Section 2.02. Description of Bonds. The Bonds shall be dated the first day of April, 1967, shall be in the denomination of $1,000 each, shall be numbered 1 to 270, inclusive, shall bear interest, payable semiannually on April 1 and October 1 of each year, at a rate or rates of not exceeding three and three-fourths per centum (3-3/4%) per annum, and the minimum price therefor shall be as provided in the Act. Bonds maturing in the years 1968 to 1977, both inclusive, shall not be redeemable prior to their respective stated dates of maturity. Bonds maturing in the years 1978 to 2006, both inclusive, shall be redeemable prior to their respective stated dates of maturity, at the option of the Town, in whole or in part, but in inverse numerical order if less than all, on April 1, 1977, or on any interest payment date thereafter, at the price of par value thereof and accrued interest to the date of redemption, plus a premium as follows, expressed as a percentage of the par value of the Bonds called for redemption:

3 % if redeemed April 1, 1977, through October 1, 1982;
2½ % if redeemed April 1, 1983, through October 1, 1987;
2 % if redeemed April 1, 1988, through October 1, 1992;
1½ % if redeemed April 1, 1993, through October 1, 1997;
1 % if redeemed April 1, 1998, through October 1, 2002;
0 % if redeemed after October 1, 2002.

A notice of the redemption of any of the Bonds shall be published at least once not less than thirty nor more than sixty days prior to the date of redemption in a financial newspaper published in the City of New York, New York; or actual notice in writing shall be given by registered or certified mail not less than thirty days prior to the date fixed for redemption. Interest shall cease upon any of the Bonds so called for prior redemption on the date fixed for redemption, provided payment in full of the redemption price thereof has been duly made or provided for.

The Bonds shall mature serially in numerical order, lowest numbers first, on the first day of October of each year, as follows:

Year	Amount	Year	Amount	Year	Amount
1968	$ 3,000	1981	$ 5,000	1994	$ 8,000
1969	3,000	1982	5,000	1995	9,000
1970	3,000	1983	5,000	1996	9,000
1971	4,000	1984	6,000	1997	9,000
1972	4,000	1985	6,000	1998	10,000
1973	4,000	1986	6,000	1999	10,000
1974	4,000	1987	6,000	2000	10,000
1975	4,000	1988	7,000	2001	11,000
1976	4,000	1989	7,000	2002	11,000
1977	4,000	1990	7,000	2003	11,000
1978	5,000	1991	7,000	2004	12,000
1979	5,000	1992	8,000	2005	12,000
1980	5,000	1993	8,000	2006	13,000

The Bonds shall be issued in coupon form, shall be payable with respect to both principal and interest in lawful money of the United States of America at the office of the State Sinking Fund Commission, Charleston, West Virginia, or at First National City Bank, City and State of New York, at the option of the holder, and shall bear interest from their date, payable in accordance with and upon the surrender

of the appurtenant interest coupons as they severally mature.

Section 2.03. Execution of Bonds and Coupons. The Bonds shall be executed in the name of the Town by its Mayor and its corporate seal shall be affixed thereto or imprinted thereon and attested by its Town Recorder, the signature of either of whom, but not both, may be by facsimile. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Town before the Bonds so signed and sealed shall 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 Bond may be signed and sealed on behalf of the Town by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Town, although at the date of such Bond such person may not have held such office or may not have been so authorized.

The coupons to be attached to the Bonds shall be authenticated with the facsimile signatures of the present or any future Mayor and Recorder of the Town, and the Town may adopt and use for that purpose the facsimile signature of any person who shall have been such Mayor or Recorder at any time on or after the date of the Bonds, notwithstanding that he may have ceased to be such Mayor or Recorder at the time when said Bonds shall be actually sold and delivered.

Section 2.04. Negotiability and Registration. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the

Uniform Commercial Code of the State of West Virginia, and shall pass by delivery except when registered as hereinafter provided.

The Bonds may be registered at the option of the holder as to principal only in the Bond Register of the Treasurer of the State of West Virginia, Charleston, West Virginia, such registration to be noted on the Bonds in the space provided therefor and thereafter no transfer of any Bond so registered shall be valid unless made at said office by the registered owner, or by his duly authorized agent or representative, and similarly noted on such Bond, but any Bond may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored. At the option of the holder any such Bond may thereafter again from time to time be registered or transferred to bearer as before. Such registration shall not affect the negotiability of the coupons which shall continue to pass by delivery.

Section 2.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Town may in its discretion issue and deliver a new Bond with all unmatured coupons attached of like tenor as the Bond and attached coupons, if any, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond and attached coupons, if any, or in lieu of and substitution for the Bond and attached coupons, if any, destroyed, stolen or lost, and upon the holder's furnishing the Town proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Town may

prescribe and paying such expenses as the Town may incur. All Bonds and coupons so surrendered shall be canceled by the Recorder and held for the account of the Town. If any such Bond or coupon shall have matured or be about to mature, instead of issuing a substitute Bond or coupon, the Town may pay the same, upon being indemnified as aforesaid, and, if such Bond or coupon be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds and coupons issued pursuant to this Section 2.05 shall constitute original, additional contractual obligations on the part of the Town, whether or not the lost, stolen or destroyed Bonds or coupons be at any time found by anyone, and such duplicate Bonds and coupons shall be entitled to equal and proportionate benefits with all other Bonds and coupons issued hereunder.

Section 2.06. Bonds Not to be Indebtedness of the Town. Neither the Bonds nor coupons shall, in any event, be or constitute an indebtedness of the Town, but shall be payable solely from the net revenues derived from the operation of the System as herein provided. No holder or holders of any of the Bonds shall ever have the right to compel the exercise of the taxing power of the Town to pay the Bonds or the interest thereon.

Section 2.07. Security for Bonds. The payment of the debt service of all the Bonds shall be secured forthwith equally and ratably by a first lien on the net revenues derived from the System. The net revenues derived from the System in an amount sufficient to pay the principal of and interest on the Bonds, and to make the payments into the

Sinking Fund hereinafter provided for, are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due and for the making of such payments.

Section 2.08. Form of Bonds and Coupons. Subject to the provisions of this ordinance, the text of the Bonds, the provision for registration to be endorsed thereon and the coupons shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted by this ordinance or any subsequent ordinance or resolution adopted prior to the issuance thereof:

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
COUNTY OF FAYETTE
TOWN OF ANSTED
SEWER REVENUE BOND, SERIES OF 1967

No. $1,000

THE TOWN OF ANSTED, in the County of Fayette, State of West Virginia, a municipal corporation created and existing under the laws of the State of West Virginia, for value received, hereby promises to pay to the bearer, or, if this Bond be registered, to the registered holder as herein provided, on the first day of October, 19 , from the net revenues hereinafter mentioned, the principal sum of

ONE THOUSAND DOLLARS

with interest thereon at the rate of per centum (%) per annum, payable semiannually on the first day of April and the first day of October of each year, upon the presentation and surrender of the annexed coupons as they severally fall due. Both principal of and interest on this Bond are payable in lawful money of the United States of America at the office of the State Sinking Fund Commission, Charleston, West Virginia, or, at the option of the holder, at First National City Bank, New York, New York.

The Bonds of the issue of which this Bond is one maturing in the years 1968 to 1977, both inclusive, are not redeemable prior to their stated dates of maturity. The Bonds of the issue of which this Bond is one maturing in the years 1978 to 2006, both inclusive, are redeemable prior to their stated dates of maturity, at the option of the Town, in whole or in part, but in inverse numerical order if less than all, on April 1, 1977, or on any interest payment

date thereafter, at the price of par and accrued interest to date of redemption, plus a premium as follows, expressed as a percentage of the par value of the Bonds called for redemption:

3 % if redeemed April 1, 1977, through October 1, 1982;
2½% if redeemed April 1, 1983, through October 1, 1987;
2 % if redeemed April 1, 1988, through October 1, 1992;
1½% if redeemed April 1, 1993, through October 1, 1997;
1 % if redeemed April 1, 1998, through October 1, 2002;
0 % if redeemed after October 1, 2002.

provided, however, that a notice of such redemption shall be published at least once not less than thirty nor more than sixty days prior to the redemption date in a financial newspaper published in the City of New York, New York, or actual notice in writing shall be given by registered or certified mail not less than thirty days prior to the date fixed for redemption. Interest shall cease upon this Bond after the date fixed for redemption if it shall be duly called for prior redemption and payment thereof duly provided for.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of Two Hundred Seventy Thousand Dollars ($270,000) of like date, tenor and effect, except as to number* and date of maturity, issued to finance part of the cost of the construction of a complete sewage collection and treatment system of the Town, under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Article 13, Chapter 16 of the Code of West Virginia (herein called the "Act") and other applicable statutes, and an ordinance duly adopted by the Council of said Town.

This Bond and the coupons appertaining hereto are payable solely from, and secured by a first lien upon and pledge of, the net revenues derived from the operation of

*", interest rate" to be inserted if more than one interest rate

said Sewer System of the Town with monthly payments from such net revenues to be made into the Sinking Fund with the State Sinking Fund Commission for payment of the principal hereof and interest hereon, in the manner provided in said ordinance, and do not and shall not in any event constitute an indebtedness of the Town within the meaning of any constitutional, statutory or charter provisions or limitations, and the Town shall not be obligated to pay this Bond or the interest thereon except from the net revenues of said Sewer System, as provided in said ordinance. Neither the credit nor the taxing power of the Town shall be deemed to be pledged to, nor shall a tax ever be levied for, the payment of the principal of or interest on this Bond. The Town covenants with the holders of the Bonds of the issue of which this Bond is one to establish and at all times maintain such rates and collect such charges for the services and facilities of said Sewer System, and to revise the same from time to time, whenever necessary, as will always provide revenues in each fiscal year sufficient to pay at least one hundred twenty-five per centum (125%) of the amount of principal and interest on said Bonds maturing and becoming due in such fiscal year and one hundred per centum (100%) of the necessary expenses of operating and maintaining the said Sewer System during such fiscal year, and the Town has entered into certain other covenants with the holders of the Bonds of the issue of which this Bond is one, for the terms of which reference is made to said ordinance.

Pari passu additional Bonds of equal rank with this Bond and the Bonds of the issue of which this Bond is one as to lien and source of and security for payment may be issued under the provisions and restrictions contained in said ordinance.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed in regular and due form and time as required by the laws and Constitution of the State of West Virginia applicable thereto, and that the issuance of this Bond and of the issue of Bonds of which this Bond is one is not in violation of any constitutional, statutory or charter limitation of indebtedness.

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.

This Bond may be registered as to principal only in accordance with the provisions endorsed hereon.

This Bond and the interest hereon are exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

IN WITNESS WHEREOF, the Town of Ansted has caused this Bond to be signed by its Mayor and its corporate seal to be imprinted hereon and attested by its Recorder, and the annexed interest coupons to be executed with the facsimile signatures of said Mayor and said Recorder, all as of the first day of April, 1967.

TOWN OF ANSTED

By_____
Mayor

ATTEST:

(SEAL)

_____
Recorder

(Form of Coupon)

No.
$

On the first day of , 19 , unless the Bond to which this coupon was originally attached shall be redeemable prior to maturity and shall have been duly called for prior redemption and payment of the redemption price duly made or provided for, the Town of Ansted, West Virginia, will pay to the bearer at the office of the State Sinking Fund Commission, Charleston, West Virginia, or, at the option of the holder, at First National City Bank, New York, New York, solely from the net revenues described in the Bond to which this coupon is attached, the sum of

Dollars ($) in lawful money of the United States of America, upon presentation and surrender of this coupon, being six months' interest then due on its Sewer Revenue Bond, Series of 1967, dated April 1, 1967, No. .

TOWN OF ANSTED

By (facsimile signature)
Mayor

ATTEST:

(facsimile signature)
Recorder

(Note to Printer: Line up numbers, dates and amounts in right column)

PROVISION FOR REGISTRATION

This Bond may be registered in the name of the holder as to principal only on books kept by the Treasurer of the Stat of West Virginia, such registration being noted hereon in the registration blank below, after which no transfer shall be vali unless made on said books by the registered holder or his agent or representative duly authorized, and similarly noted in said registration blank below, but it may be discharged from registration by being transferred to bearer, after which it shall be transferable by delivery. At the option of the holder, this Bond shall again be subject to successive registrations and transfers as before. The principal of this Bond, if registered, shall be payable only to the registered owner or his legal representative. Notwithstanding the registration of this Bond, the coupons shall remain payable to bearer and shall continue to be transferable by delivery merely.

(No writing on this Bond except by the Treasurer of the State of West Virginia as Registrar.)

Date of Registration	In Whose Name Registered	Registrar

ARTICLE III

BOND PROCEEDS; REVENUES AND APPLICATION THEREOF

Section 3.01. Disposition of Bond Proceeds. Except as hereinafter in this section provided, all moneys received from the sale of any or all the Bonds and the proceeds of the aforesaid federal grant and the proceeds of any temporary construction financing shall be deposited by the Town in a special fund in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, which fund is hereby created and designated as the "Construction Fund." The moneys in said fund shall be secured at all times by the deposit by said bank or trust company of direct obligations of the United States of America having a market value at least equal to the amount of moneys in said fund in excess of $15,000. Moneys in said fund shall be expended by the Town solely for the purposes provided in this ordinance. Until six months after the completion of the construction of the Project authorized by this ordinance, sufficient moneys shall be transferred from the Construction Fund to the Sinking Fund to pay maturing interest on the Bonds to the extent that revenues are insufficient therefor. The moneys in the Construction Fund shall be used only for the purpose of paying the cost of the Project. Any moneys in the Construction Fund not immediately needed for said purposes may, with the approval of the Consulting Engineer, be invested in direct obligations of the United States of America having a maturity of not more than one year. Any balance in the Construction Fund after the completion of the Project shall be disposed of in accordance with the Loan and Grant Agreement.

All moneys received upon sale of the Bonds as accrued interest on the Bonds to the date of delivery thereof and such part of the Bond proceeds as represents capitalized interest shall be immediately deposited by the Town in the Sinking Fund.

Section 3.02. Covenants of the Town as to Revenues and Funds. So long as any of the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Sinking Fund and Reserve Account therein, hereinafter established, a sum sufficient to pay, when due, the entire principal of the Bonds remaining unpaid together with interest accrued and to accrue thereon, the Town covenants with the holders of any and all Bonds issued pursuant to this ordinance as follows:

(A) Sewer System Revenue Fund. The entire gross revenues derived from the operation of the System, and all parts thereof shall be deposited as collected by the Town in a special fund in a bank or trust company in the State of West Virginia which is a member of the Federal Deposit Insurance Corporation, which Fund (herein called the "Revenue Fund") is hereby established. The Revenue Fund shall constitute a trust fund for the purposes provided in this ordinance and shall be kept separate and distinct from all

other funds of the Town and used only for the purposes and in the manner provided in this ordinance.

(B) Disposition of Revenues. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority:

(1) The Town shall first each month pay from the moneys in the Revenue Fund all current Operating Expenses of the System, as defined in Section 1.05 (H) hereof.

(2) The Town shall next, before the end of each month, transfer from the Revenue Fund and remit to the State Sinking Fund Commission, for deposit into the "Sinking Fund," which is hereby established, one-sixth of the amount required to pay the interest which will mature and become due on the next interest payment date; and beginning with the month of April , 1967, the Town shall also monthly transfer from the Revenue Fund and remit to the State Sinking Fund Commission for deposit into the Sinking Fund, one-twelfth of the amount required to pay the principal which will mature and become due on the next succeeding April 1, which payments for principal and interest required to be remitted to the State Sinking Fund Commission in each March and September shall be so remitted not later than each March 15 and September 15.

The Town shall also, from the Revenue Fund, remit to the State Sinking Fund Commission, at such times as the State Sinking Fund Commission shall require, such additional sums as shall be necessary to pay the fiscal charges due for paying the Bonds and the interest thereon.

The State Sinking Fund Commission is hereby designated as the Fiscal Agent for the administration of the Sinking Fund created hereunder, and all amounts required for said

Sinking Fund shall be remitted to the State Sinking Fund Commission from said Revenue Fund by the Town at the times provided herein.

Moneys in the Sinking Fund shall be used only for the purpose of paying principal of and interest on the Bonds as the same shall become due.

The Town shall next, from the Revenue Fund, remit prior to the end of each fiscal year to the State Sinking Fund Commission, for deposit in a Reserve Account hereby established in the Sinking Fund, the balance remaining in the Revenue Fund; provided, however, that no further payments need be made into the Reserve Account when there shall have been deposited therein, and so long as there shall remain on deposit therein, an amount equal to the largest amount of principal and interest which will mature and become due on the Bonds in any succeeding year.

Moneys in the Reserve Account shall be used only for the purpose of the payment of maturing principal of or interest on the Bonds when other moneys in the Sinking Fund are insufficient therefor, and for no other purpose. Any moneys withdrawn from the Reserve Account for the payment of principal of and interest on the Bonds shall be restored thereto from the first revenues available after the payment of all sums required for principal of and interest on the Bonds.

(3) After all the foregoing payments and provisions have been met, from the revenues remaining in said Revenue Fund the Town shall, prior to the end of each fiscal year, pay into a fund to be known as the "Depreciation Account," which is hereby established, the balance remaining in the Revenue Fund; provided, however, that no further

payments need be made into the Depreciation Account when there shall have been deposited therein, and so long as there shall remain on deposit therein, the sum of $140,000. The moneys in the Depreciation Account shall be used first to meet any deficiencies in the Sinking Fund and the Reserve Account therein, and next for payment of the costs of replacement, improvement or addition to the capital assets of the System.

The Depreciation Account shall be deposited in and maintained with a bank or trust company in the State of West Virginia which is a member of the Federal Deposit Insurance Corporation. The moneys in the Depreciation Account may, in the discretion of the Town, be invested and reinvested in direct obligations of the United States of America.

The Town may, in its discretion, use any surplus moneys in the Revenue Fund, after all the above payments and provisions have been met, for the redemption of Bonds then callable at prices not greater than the then redemption price thereof, or may use such surplus for any lawful purpose.

The Town in its discretion may deposit all or any of the funds in the Depreciation Account into the Sinking Fund when such deposit will result in there being a sufficient sum in the Sinking Fund and the Reserve Account therein to purchase and redeem all Bonds outstanding.

All the funds provided for in this Section 3.02 shall constitute trust funds and shall be used only for the purposes and in the order provided herein. The moneys in excess of the sum of $15,000 in the Revenue Fund and the Depreciation Account shall at all times be secured, to the

full extent thereof in excess of the sum of $15,000, by direct obligations of the United States of America, or such other obligations as shall be eligible as security for deposits of State and municipal funds under the laws of the State of West Virginia.

If on any payment date the revenues are insufficient to place the required amount in any of the funds 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 on the subsequent payment dates.

ARTICLE IV

GENERAL COVENANTS OF THE TOWN

Section 4.01. General Statement. So long as any of the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Sinking Fund a sum sufficient to pay when due, or redeem prior to maturity, the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon and any redemption premiums applicable, the covenants and agreements contained in this Article IV, and in this ordinance, shall be and constitute valid and legally binding covenants between the Town and the holders from time to time of the Bonds and the interest coupons appertaining thereto.

Section 4.02. Rates. The Town will, in the manner provided in the Act, fix such rates and collect such rentals, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide revenues in each fiscal year sufficient to pay at least one hundred twenty-five per centum (125%) of the amount of the principal of and interest on the Bonds maturing and becoming due in such fiscal year, and one hundred per centum (100%) of the necessary expenses of operating and maintaining the System during such fiscal year, and such rates, fees, rentals and other charges shall not be reduced so as to be insufficient to provide adequate revenues for such purposes.

Section 4.03. Sale of the System. 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 fully to pay or

redeem at or prior to maturity all the Bonds. The proceeds from such sale, mortgage, lease or other disposition of the System shall immediately be remitted to the State Sinking Fund Commission and the Town shall direct said Commission to apply such proceeds to the payment of principal and interest at maturity of Bonds then due, or the redemption prior to maturity, at the redemption price, of all outstanding Bonds. Any balance remaining after the redemption or payment of all the Bonds and interest thereon shall be remitted to the Town by said State Sinking Fund Commission unless necessary for the payment of other obligations issued by the Town and payable out of the revenues of the System.

The foregoing provision notwithstanding, the Town shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereafter 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 said property, if the amount to be received therefor is not in excess of Ten Thousand Dollars ($10,000), the Sanitary Board or any duly authorized officer in charge of the System shall make a finding in writing determining that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and such proceeds shall be deposited in the Depreciation Account and used only as provided herein for such Fund.

If the amount to be received from such sale, lease or other disposition of said property shall be in excess of Ten Thousand Dollars ($10,000) but not in excess of Fifty Thousand Dollars ($50,000), the Sanitary Board or any duly

authorized officer in charge of the System shall first make a finding in writing, which shall be approved by the Consulting Engineer, determining that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the governing body of the Town shall, by resolution duly adopted, approve and concur in the finding of the Sanitary Board or any duly authorized officer, and authorize such sale, lease or other disposition of said property. The proceeds derived from any such sale, lease or other disposition of said property under the provisions of this paragraph shall be remitted by the Town to the State Sinking Fund Commission for deposit in the Sinking Fund and shall be applied only to the redemption of Bonds of the last maturities then outstanding or to the purchase of Bonds of the last maturities then outstanding at prices not greater than the redemption price of such Bonds.

Payments of such proceeds into the Sinking Fund or the Depreciation Account shall not reduce the amounts required to be paid into said Funds by other provisions of this ordinance.

No sale, lease or other disposition of the properties of the System shall be made by the Town if the proceeds to be derived therefrom shall be in excess of Fifty Thousand Dollars ($50,000) and insufficient to pay or redeem prior to maturity all the principal of Bonds then outstanding and all interest thereon to their respective dates of redemption or maturity, without the prior approval and consent in writing of the holders or their duly authorized representatives of at least two-thirds in amount of Bonds then outstanding. The Town shall prepare the form of such approval and consent for execution by the Bondholders, or

their duly authorized representatives, which form shall provide for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Notwithstanding the foregoing, so long as any of the Bonds are held by the Federal Government, the Town will not dispose of its title to the System or any useful part thereof without the written consent of the Federal Government.

Section 4.04. Covenant Against Encumbrances. The Town has not heretofore issued and there are not now outstanding any obligations whatsoever payable from the revenues of the System which rank prior to or equally as to lien on and source and security for payment from such revenues with the Bonds; and all obligations hereafter issued by the Town payable from the revenues of the System, except pari passu additional Bonds as herein authorized, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source and security for payment from such revenues and in all other respects, to the Bonds.

The Town shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge, having priority to or being on a parity with the lien of the Bonds and any such pari passu additional Bonds, and the interest thereon, upon any of the income and revenues of the System pledged as security therefor in this ordinance, or upon the System, or any part thereof.

Section 4.05. Issuance of Pari Passu Additional Bonds. No pari passu additional Bonds, as in this Section defined, payable out of the revenues of the System, shall be issued after the issuance of any Bonds pursuant to this ordinance, except under the conditions and in the manner herein provided.

(A) No such pari passu additional Bonds shall be issued except for the purpose of financing the costs of the construction or acquisition of extentions, additions and improvements to the System.

(B) No such pari passu additional Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Recorder a written certification by a certified public accountant not in the regular employ of the Town, based upon the necessary investigation, reciting the conclusion that the net revenues, as defined herein and adjusted as provided below, actually derived from the System during the twelve consecutive months immediately preceding the date of the issuance of such pari passu additional Bonds, shall have been not less than one hundred twenty-five per centum (125%) of the largest aggregate amount which will mature and become due in any succeeding fiscal year for principal of and interest on the Bonds originally issued pursuant to this ordinance then outstanding, and on any pari passu additional Bonds theretofore issued pursuant to the provisions contained in this ordinance then outstanding, and on the pari passu additional Bonds then proposed to be issued.

(C) The net revenues actually derived from the System during the twelve consecutive months immediately preceding the date of the issuance of such pari passu additional Bonds may, for the purposes of this Section 4.05, be adjusted by adding to such net revenues any additional net revenues estimated in writing by the Consulting Engineer and such certified public accountant to have been derivable during such twelve months from the additional facilities to be financed by the pari passu additional Bonds proposed to be issued or, if the rates, fees or other charges for the services of the System or any part thereof were increased during such twelve months, such addition may be in the amount that such actual net revenues would have been increased if such increased rates, fees or other charges had been in effect during all

such twelve months.

(D) Prior to the issuance of any such pari passu additional Bonds, the Town shall have entered into written contracts for the immediate acquisition or construction of such additions, extensions or improvements to the System which are to be financed by such pari passu additional Bonds.

(E) The term "pari passu additional 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 revenues of the System pari passu with Bonds originally authorized and issued pursuant to this ordinance, and all the covenants and other provisions of this ordinance (except as to details of such pari passu additional Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the holders of any Bonds originally authorized and issued pursuant to this ordinance and the holders of any pari passu additional Bonds subsequently issued within the limitations of and in compliance with this Section. All such Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System, and their source and security for payment from said revenues, without preference of any Bond or coupon over any other. The Town shall comply fully with all the increased payments into the various funds created in this ordinance required for such pari passu additional Bonds, in addition to the payments required for Bonds originally issued pursuant to this ordinance.

(F) All pari passu additional Bonds issued pursuant to this Section shall mature serially on April 1 of each year of maturity, and the semiannual interest thereon shall be payable April 1 and October 1 of each year.

(G) The term "pari passu additional Bonds" as used in this Section shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior lien on such revenues of the Bonds issued pursuant to this ordinance, and the Town shall not issue any obligations whatsoever payable from the revenues of the System, or any part thereof, which rank equally as to lien on and source and security for payment from such revenues with Bonds issued pursuant to this ordinance, except in the manner and under the conditions provided in this Section.

(H) No pari passu additional Bonds, as in this Section defined, shall be created at any time, however, unless all the payments into the respective Funds provided for in this ordinance on Bonds then outstanding and all other payments provided for in this ordinance shall have been made in full to the date of issuance of pari passu additional Bonds and the Town shall have fully complied with all the covenants, agreements and terms of this ordinance.

(I) With the written consent in advance of the original purchaser of the Bonds originally authorized by this ordinance and anything to the contrary in subsections (A), (B), (C) and (H) of this Section 4.05 notwithstanding, pari passu additional Bonds may be authorized and issued by the Town pursuant to supplemental ordinance in the event that the Bonds hereby originally authorized and issued hereunder should be insufficient, together with the grant hereinabove mentioned, to pay all costs of construction of the Project. Any such additional pari passu Bonds authorized

and issued under the provisions of this subsection (I) shall be limited to the aggregate principal amount required to make up any deficiency in funds for payment of such construction costs as defined in this ordinance, and the maturities of any such additional pari passu Bonds shall be in years and amounts suggested by such original purchaser. All provisions of subsections (E), (F), (G) and (H) of this Section 4.05 shall be fully complied with in the authorization and issuance of pari passu additional Bonds under this subsection (I) and, if necessary for such compliance, the rates, fees and charges provided in Section 5.01 of this ordinance shall be increased by such supplemental ordinance.

Section 4.06. Covenant to Proceed. The Town covenants and agrees to proceed promptly with the construction of the Project in accordance with the Loan and Grant Agreement.

Section 4.07. Insurance. The Town will carry fire and extended coverage insurance on the insurable property of the System with a reputable insurance carrier or carriers approved by the Federal Government in writing in advance, prior to issuance of the Bonds and so long as the Federal Government holds any of the Bonds. Such insurance shall at all times be in an amount or amounts equal to the fair appraisal value of the insurable portions of the buildings, properties, furniture, fixtures and equipment of the System. In time of war, the Town shall also carry in said amount, or such lesser amount

if coverage in said full amount be not available, such insurance as may be available against loss or damage by the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Depreciation Account and used only for the repair and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Depreciation Account.

The Town shall also carry liability insurance with limits of not less than $100,000 for injury to or death of one person, $300,000 for injury to or death of more than one person in one accident, and $50,000 for damage to the property of others, such liability insurance to cover all liability of the Town in connection with the System and with any motor vehicle owned or operated by the Town or operated for the benefit of the Town in connection with the System.

Section 4.08. Books and Records. The Town will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Town, in which complete and correct entries shall be made of all transactions relating to the System, and any holder of a Bond or Bonds, his agents and representatives, shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Town relating thereto.

The Town shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of public accountants.

and shall make available the report of said accountants at all reasonable times to any holder or holders of the Bonds, any taxpayer or inhabitant of the Town, or any person receiving services from the System, or anyone acting for and on behalf of said taxpayer, citizen or Bondholder or Bondholders, and shall promptly send a copy of each such report to the original purchaser of the Bonds by registered or certified mail.

Section 4.09. Maintenance of System. The Town will maintain the System in good condition and repair and continuously operate the same in an efficient manner and at a reasonable cost.

Section 4.10. Mandatory Use of System. As hereinabove provided in Section 1.03, the mandatory use of the facilities of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience, welfare and economy of the inhabitants of the Town and for the collection of sewage and water-borne waste matter produced or arising within the Town, and the Town covenants to enforce such mandatory use promptly and impartially. Reference is here made to Section 1.03 as to provision for mandatory use of the facilities of the System.

Section 4.11. Services Rendered to the Town. The Town will not render or cause to be rendered any free service of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Town or any department, agency, instrumentality, officer or employee thereof shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar cir-

circumstances shall be charged the Town, and any such department, agency, instrumentality, officer or employee thereof. Such charges shall be paid as they accrue, and the Town shall transfer from its general funds sufficient sums to pay such charges incurred by it. 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 4.12. Operating Budget. The Town shall annually, at least forty-five days preceding the beginning of each fiscal year, prepare and adopt by resolution of its governing body a detailed budget of the estimated expenditures for operation and maintenance of the System during the succeeding fiscal year. No expenditures for the operation and maintenance of the System shall be made in any fiscal year in excess of the amounts provided therefor in such budget without a written finding and recommendation by the Sanitary Board or any duly authorized officer in charge of the System, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the governing body of the Town shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of ten per centum (10%) of the amount of such budget shall be made except upon the further certificate of the Consulting Engineer that such increased expenditures are necessary for the continued operation of the System. The Town shall mail copies of such annual budget and all resolutions authorizing increased expenditures for

operation and maintenance to the original purchaser of the Bonds and to any holder or holders of Bonds who shall file his address with the Town and request in writing that copies of all such budgets and resolutions be furnished him or them, and 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 or holders of Bonds or anyone acting for and in behalf of such Bondholder or Bondholders.

Section 4.13. Remedies and Appointment of Receiver. Any holder or holders of the Bonds or the coupons appertaining thereto may, by proper action, either at law or in equity, compel the performance of the duties of the Town under this ordinance and the Act. If there be default in the payment of principal or interest upon any of the Bonds or coupons appertaining thereto or in the performance of any covenant contained in this ordinance and such default shall continue for a period of sixty days, any holder or holders of the Bonds or such coupons shall, in addition to all other remedies or rights, have the right by appropriate proceedings at law or in equity, to obtain the appointment of a receiver to administer the System on behalf of the Town, with power to charge rates, rentals, fees or other charges sufficient to provide for the payment of the Bonds and the interest thereon and for the payment of operating expenses, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this ordinance and the Act.

Section 4.14. Enforcement of Collections. The Town 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 Charter of the Town, ordinances of the Town, and other laws of the State of West Virginia.

The Town further covenants and agrees that it will, to the full extent possible and permitted by law, under reasonable rules and regulations, discontinue and shut off the services and facilities of the System, and all parts thereof, for nonpayment of the fees, rentals or other charges for the services and facilities of the System, or any part thereof, and will not restore any of the services and facilities of the System, or any part thereof, until all delinquent charges for the services and facilities of all parts of the System, plus reasonable penalties and charges for the restoration of service, have been fully paid. The Town will also discontinue services of any water system serving any user of the facilities of the System until payment of all delinquent charges for services and facilities of the System or will attempt to arrange such discontinuance of water service in the event that such water service is furnished by a person or corporation other than the Town.

Section 4.15. No Competing Franchise. The Town will not grant, or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the services provided by the System to or within the Town.

Section 4.16. Consulting Engineer. The Town will retain the Consulting Engineer hereinabove designated, or

other qualified and recognized independent engineers, on an annual basis to inspect generally the operation, maintenance and renewal of the System.

Section 4.17. Financing and Continuation Statements. The Town, by its Mayor or the Recorder, either of whom is hereby authorized and directed to act hereunder, will execute Financing Statements meeting the requirements of the Uniform Commercial Code of West Virginia and will file the same with the Secretary of State of the State of West Virginia and with the Clerk of the County Court of each county in which any part of the System is situated. Continuation Statements will be filed to maintain the security interest arising from this ordinance and the Bonds.

ARTICLE V

RATES AND LIEN FOR CHARGES

Section 5.01. Minimum Rates Established. The following minimum schedule of fees, rentals and rates to be charged for the services and facilities of the System are hereby fixed and determined, as follows:

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service.

RATE

Rates shall be based upon monthly water consumption, and shall be as follows:

First 2,000 gallons	-	$1.95 per 1,000 gallons
Next 13,000 gallons	-	1.00 per 1,000 gallons
Next 35,000 gallons	-	.60 per 1,000 gallons
Next 50,000 gallons	-	.45 per 1,000 gallons
All Over 100,000 gallons	-	.40 per 1,000 gallons

MINIMUM CHARGE

No bill will be rendered for less than $3.90 per month.

DELAYED PAYMENT PENALTY

The above tariff is net. On all accounts not paid in full within ten (10) days of date of bill, ten percent (10%) will be added to the net amount shown.

The schedules of rates and charges set out above shall be and constitute the minimum fees, rentals and rates to be charged for the services and facilities of the System as therein provided, shall take effect not later than the effective date of this ordinance, and shall not be reduced as long as any of the Bonds or interest thereon are outstanding and unpaid; provided, however, that such minimum rates shall be increased by the Town whenever such increase is necessary in order to comply fully with all the provisions of this ordinance, and the Town shall always be obligated to and shall fix, establish and collect fees, rentals, rates and other charges for the services and facilities of the System which shall at all times be sufficient to pay at least 125% of the principal of and interest on Bonds issued pursuant to this ordinance maturing and becoming due in any fiscal year and 100% of all operating expenses, and as otherwise provided herein.

Section 5.02. Lien for Delinquent Charges. The Town shall have a lien on all lands, buildings and premises served by the System for all charges for the services and facilities thereof, and the Town covenants that it will diligently enforce such liens against all lands, buildings and premises where charges are delinquent for such services or facilities, in addition to discontinuing service to such lands, buildings or premises for such delinquent charges as provided in Section 4.14.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Modification or Amendment. No material modification or amendment of this ordinance, or of any ordinance or resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the holders of two-thirds or more in principal amount of the Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon, or in the amount of the principal obligation, or affecting the unconditional promise of the Town to pay the principal of and interest on the Bonds as the same shall become due from the net revenues of the System, without the consent of the holders of such Bonds. Notwithstanding the above, no amendment or modification shall be made which would reduce the percentage of the principal amount of Bonds required for consent to the above-permitted amendments or modifications.

Section 6.02. Management of System: Sanitary Board. As provided in the Act, the custody, administration, operation and maintenance of the System shall be under the supervision and control of a Sanitary Board heretofore created by ordinance. The Sanitary Board shall comply fully with all the provisions of this ordinance and all covenants and agreements herein contained and each member of the Sanitary Board at the time he assumes office shall be required to execute a certificate to the effect that he has read this ordinance and understands that the Sanitary Board is required

to comply fully herewith, which certificate shall be filed with the Recorder.

Section 6.03. Refunding of Bonds Permitted. The Town reserves the right to refund the Bonds when in its judgment it would be to the best interests of the Town and of its inhabitants so to do. Upon payment of all the Bonds outstanding, prior to or simultaneously with the issuance of any refunding bonds or of an issue of bonds for the purposes of refunding the Bonds then outstanding and providing funds for additions, extensions and improvements to the System, or upon provision for such payment by deposit in trust, with the Fiscal Agent herein designated, of a sum equal to the principal amount of the Bonds outstanding, plus an amount equal to all interest accrued and to accrue to the date of payment or redemption of such Bonds, and plus an amount equal to the redemption premiums required to call and redeem all callable Bonds at the earliest date hereby authorized, the security, pledge and any lien applicable to the Bonds then outstanding shall, upon such deposit, immediately cease and determine. The sum so deposited in trust shall be used solely to pay at maturity, as to noncallable Bonds, and at the earliest redemption date, as to callable Bonds, the principal amount of the Bonds and all interest thereon to the date of payment or redemption and the applicable redemption premiums. The moneys so deposited may be invested by the Fiscal Agent in direct obligations of the United States of America having maturities not later than the dates on which the moneys shall be required to be used for such payment or redemption.

Section 6.04. Covenant of Due Procedure, Etc. The Town 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 final enactment and passage of this ordinance exist, have happened, have been performed and have been taken in regular and due form and time as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; that no event, occurrence or act has taken place which would or might have any adverse effect upon the construction and acquisition of the Project herein ordered or the authorization and issuance of the Bonds hereby authorized; and that the Mayor, the Recorder and the Members of the Council of the Town were at all times when any actions in connection with this ordinance or when such construction and acquisition occurred, and are, duly in office and duly qualified for such office. In the event that the Town obtains temporary construction financing pending issuance of the Bonds, the Town hereby covenants with any person, firm, corporation or governmental body or agency which supplies such temporary financing that the Town will issue and deliver the Bonds hereby authorized not later than December 31, 1967, in any event and intends that this covenant be relied upon by such supplier of any such temporary financing.

Section 6.05. Severability of Invalid Provision. If any one or more of the covenants, agreements or provisions of this ordinance should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall, to the extent of such invalidity, be null and void and shall be deemed separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of

which precedent to and in the final enactment and passage of this ordinance exist, have happened, have been performed and have been taken in regular and due form and time as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; that no event, occurrence or act has taken place which would or might have any adverse effect upon the construction and acquisition of the Project herein ordered or the authorization and issuance of the Bonds hereby authorized; and that the Mayor, the Recorder and the Members of the Council of the Town were at all times when any actions in connection with this ordinance or when such construction and acquisition occurred, and are, duly in office and duly qualified for such office. In the event that the Town obtains temporary construction financing pending issuance of the Bonds, the Town hereby covenants with any person, firm, corporation or governmental body or agency which supplies such temporary financing that the Town will issue and deliver the Bonds hereby authorized not later than December 31, 1967, in any event and intends that this covenant be relied upon by such supplier of any such temporary financing.

Section 6.05. Severability of Invalid Provision. If any one or more of the covenants, agreements or provisions of this ordinance should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall, to the extent of such invalidity, be null and void and shall be deemed separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of

all the other provisions of this ordinance or the Bonds or coupons appertaining thereto.

Section 6.06. Conflicting Provisions Repealed. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance, are, to the extent of such conflicts, hereby repealed.

Section 6.07. Effective Time. This ordinance shall take effect at the time and in the manner provided in the Act.

Section 6.08. Statutory Notice. Upon adoption and approval of this ordinance, the Recorder is hereby authorized and directed to cause the same to be posted in at least three public places within the Town, there being no newspaper published in the Town, together with a notice to all persons concerned stating that this ordinance has been adopted and that the Town contemplates the issuance of the Bonds described in the ordinance and that any person interested may appear before the Council upon a certain date stated in the notice which shall not be less than ten days subsequent to said posting and present protests. Notice shall also be given by publication of this ordinance and of such notice once a week for two successive weeks in a qualified newspaper as defined in West Virginia Code, Chapter 59, Article 3, such publication to be once a week for two successive weeks, and the said hearing to be held not less than ten days subsequent to the completion of such publication.

Section 6.09. Table of Contents and Headings. The Table of Contents and hearings 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.

Passed and approved: June 22 , 1967.

Ratified and reapproved following public hearing on: July 17 , 1967.

/s/ W O Skaggs
Mayor

Attest:

/s/ Robert D. Wells
Recorder

A true copy.
Stanley Higgins, Jr.
Attorney

TOWN OF ANSTED

ORDINANCE AMENDING ORDINANCE NO. 3 OF CHAPTER A OF ORDINANCES OF THE TOWN OF ANSTED

WHEREAS, this Council has heretofore, on the 17th day of July, 1967, following due publication and public hearing thereon as required by West Virginia Code, Chapter 16, Article 13, duly and finally enacted and ratified and confirmed an Ordinance bearing as its title:

> "ORDINANCE AUTHORIZING THE ISSUANCE OF $270,000 SEWER REVENUE BONDS, SERIES OF 1967, OF THE TOWN OF ANSTED, WEST VIRGINIA, TO FINANCE PART OF THE COST OF CONSTRUCTION OF A SEWAGE COLLECTION AND TREATMENT SYSTEM OF SAID TOWN; PROVIDING FOR MANDATORY USE OF THE SEWER FACILITIES; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE REVENUE BONDS; PROVIDING FOR THE FIXING, ESTABLISHING AND COLLECTING OF RATES AND CHARGES FOR THE SERVICES AND FACILITIES OF THE SEWER SYSTEM; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITIES OF THE HOLDERS OF THE REVENUE BONDS; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT."

which entitled Ordinance is designated in the Ordinances of the Town as Ordinance No. 3 of Chapter A of the Ordinances of the Town of Ansted; and

WHEREAS, the Sewer Revenue Bonds provided for therein have not been sold, issued and delivered and it is hereby determined to be in the best interests of the Town and the prospective customers of the sewerage system of the Town to make the amendments in said Ordinance hereby provided for, and it is necessary to provide herein for changes in said Ordinance to conform the rate provisions stated in said Ordinance with the rates and charges authorized by the Public Service Commission of West Virginia by its order entered November 17, 1967, in Case No. 6518;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE TOWN COUNCIL OF THE TOWN OF ANSTED:

Section 1. Wherever the term "Series of 1967" appears in the above-entitled Ordinance, such Ordinance being herein called the "Original Ordinance", said term is hereby amended to read "Series of 1968".

Section 2. All provisions in the Original Ordinance as to the date of the said Bonds, being the 1st day of April, 1967, or April 1, 1967, are hereby amended to read the "1st day of October, 1968" and "October 1, 1968", as the case may be.

Section 3. Section 2.02 of the Original Ordinance, upon description of Bonds, is amended to provide that Bonds maturing in the years 1969 to 1978, both inclusive, shall not be redeemable prior to their respective stated dates of maturity and that Bonds maturing in the years 1979 to 2007, both inclusive, shall be redeemable on April 1, 1979, or on any interest payment date thereafter, at the price of par value thereof and accrued interest to the date of redemption, plus a premium as follows, expressed as a percentage of the par value of the Bonds called for redemption:

3 % if redeemed April 1, 1979, through October 1, 1983;
2-1/2% if redeemed April 1, 1984, through October 1, 1988;
2 % if redeemed April 1, 1989, through October 1, 1993;
1-1/2% if redeemed April 1, 1994, through October 1, 1998;
1 % if redeemed April 1, 1999, through October 1, 2003;
0 % if redeemed after October 1, 2003.

All other provisions on redemption of bonds contained in the Original Ordinance shall continue in full force and effect.

Section 4. The serial maturities of the Bonds provided in Section 2.02 of the Original Ordinance is amended to provide:

The Bonds shall mature serially in numerical order, lowest numbers first, on the first day of October of each year, as follows:

Year	Amount	Year	Amount	Year	Amount
1969	$ 3,000	1982	$ 5,000	1995	$ 8,000
1970	3,000	1983	5,000	1996	9,000
1971	3,000	1984	5,000	1997	9,000
1972	4,000	1985	6,000	1998	9,000
1973	4,000	1986	6,000	1999	10,000
1974	4,000	1987	6,000	2000	10,000
1975	4,000	1988	6,000	2001	10,000
1976	4,000	1989	7,000	2002	11,000
1977	4,000	1990	7,000	2003	11,000
1978	4,000	1991	7,000	2004	11,000
1979	5,000	1992	7,000	2005	12,000
1980	5,000	1993	8,000	2006	12,000
1981	5,000	1994	8,000	2007	13,000

Section 5. The forms of Bonds and coupons provided in Section 2.08 of the Original Ordinance are hereby amended to conform with the above-provided changes in the Original Ordinance.

Said Section 2.08 is further hereby amended to add the form of temporary or interim certificate which shall be in the form of a fully registered bond, which form shall be of substantially the following tenor:

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
COUNTY OF FAYETTE
TOWN OF ANSTED
SEWER REVENUE BOND, SERIES OF 1968

No. R-1 $270,000

THE TOWN OF ANSTED, in the County of Fayette, State of West Virginia, a municipal corporation created and existing under the laws of the State of West Virginia, for value received, hereby promises to pay to the UNITED STATES OF AMERICA, SECRETARY OF COMMERCE, or his successor (herein sometimes called the "Payee"), or his registered assigns (herein sometimes called the "Alternate Payee"), the principal sum of

TWO HUNDRED SEVENTY THOUSAND DOLLARS

on the 1st day of October, in years and installments as follows:

Year	Amount	Year	Amount	Year	Amount
1969	$ 3,000	1982	$ 5,000	1995	$ 8,000
1970	3,000	1983	5,000	1996	9,000
1971	3,000	1984	5,000	1997	9,000
1972	4,000	1985	6,000	1998	9,000
1973	4,000	1986	6,000	1999	10,000
1974	4,000	1987	6,000	2000	10,000
1975	4,000	1988	6,000	2001	10,000
1976	4,000	1989	7,000	2002	11,000
1977	4,000	1990	7,000	2003	11,000
1978	4,000	1991	7,000	2004	11,000
1979	5,000	1992	7,000	2005	12,000
1980	5,000	1993	8,000	2006	12,000
1981	5,000	1994	8,000	2007	13,000

in lawful money of the United States of America, and to pay interest on the balance of said principal sum from time to time remaining unpaid in like lawful money at the rate of three and three-fourths per centum (3-3/4%) per annum, semi-annually, on April 1 and October 1 of each year, commencing April 1, 1969, until the principal amount hereof has been paid. During the time the Payee is the registered owner of this Bond, payment of the principal installments and interest due shall be made at the Federal Reserve Bank of Richmond, Richmond, Virginia, or such other fiscal agent as the Payee shall designate (herein sometimes called "Fiscal Agent"). During such time as an Alternate Payee is the registered owner hereof, said payments shall be made at the office of the State Sinking Fund Commission of West Virginia, Charleston, West Virginia, or, at the option of the Alternate Payee, at First National City Bank, New York, New York (herein sometimes called the "Alternate Paying Agent"). Payments of principal and interest, including prepayments of installments of principal, as hereinafter provided, shall be noted on the Payment Record, made a part of this Bond, and such payment shall fully discharge the obligation of the Town herein to the extent of the payments so made. Upon final payment of the principal and interest, this Bond shall be surrendered to the Town for cancellation.

COPY

CHARLES H. HADEN II
TAX COMMISSIONER, CHAIRMAN
DENZIL L. GAINER
AUDITOR
JOHN H. KELLY
TREASURER

STATE SINKING FUND COMMISSION
OF WEST VIRGINIA
CHARLESTON 25305

JOHN D. ROCKEFELLER IV
SECRETARY OF STATE, SECRETARY
P. L. GAINER
EXEC. SECRETARY
EUGENE H. THOMPSON
CHIEF ACCOUNTANT

April 1, 1969

Mr. E. B. Wood, Jr., C.P.A.
~~New River Bank Building~~
Oak Hill, West Virginia 25901

Re: Ansted Sewer Revenue Bonds dated 10-1-68

Dear Mr. Wood:

As requested I have computed debt service requirements for the subject issue for the next several years:

Due Date	Interest	Principal	Annual Total	Per Mo.
4-1-70	$5,006.25			1084.[illegible]
10-1-70	5,006.25	$3,000.00	$13,012.50	
4-1-71	4,950.00			1075.00
10-1-71	4,950.00	3,000.00	12,900.00	
4-1-72	4,893.75			1148.96
10-1-72	4,893.75	4,000.00	13,787.50	
4-1-73	4,818.75			1136.96
10-1-73	4,818.75	4,000.00	13,637.50	
4-1-74	4,743.75			1123.95
10-1-74	4,743.75	4,000.00	13,487.50	
~~4-1-75~~	~~4,668.75~~			
10-1-75	4,668.75	4,000.00	13,337.50	1111.45

I trust this information, and that contained in my letter of January 10, will enable you to facilitate the terms of the Ordinance.

Very truly yours,

P. L. Gainer

P. L. Gainer
Executive Secretary

PLG:ck

UNITED STATES DEPARTMENT OF COMMERCE
Economic Development Administration
Washington, D.C. 20230

(Form of Parity Consent)

March 30, 1999

Town of Ansted
Sewerage System Design Revenue Bonds, Series 1999
(West Virginia SRF Program)

TO WHOM IT MAY CONCERN:

The undersigned Kenneth M. Kukovich of the United States Department of Commerce, Economic Development Administration (EDA), the present holder of the Issuer's currently outstanding Series 1968 Bonds as hereinafter defined, (I) hereby consents to the issuance of the Sewerage System Design Revenue Bonds, Series 1999 (the "Series 1999 Bonds"), by the Town of Ansted, West Virginia (the "Issuer"), in the original aggregate principal amount of not to exceed $200,000, under the terms of the ordinance authorizing the Series 1999 Bonds (the "Series 1999 Bonds Ordinance"), on a parity as to liens, pledge and source of and security for payment, and in all respects, with the Issuer's Sewer Revenue Bonds, Series 1968, dated October 1, 1968 (the "Series 1968 Bonds"), (ii) hereby waives any requirements imposed by the Series 1968 Bonds and the ordinances authorizing the Series 1968 Bonds (the "Series 1968 Bonds Ordinance"), regarding the issuance of parity bonds which are not met by the Series 1999 Bonds and the Series 1999 Bonds Ordinance, and (iii) based upon the unexecuted version of the 1999 Bonds Ordinance transmitted for review on January 28, 1999, hereby consents to any amendments made to the Series 1968 Bonds Ordinance by the 1999 Bonds Ordinance; provided, however, that prior to issuance of the Series 1999 Bonds, any amendment to the Series 1999 Bonds Ordinance by Supplemental Resolution or otherwise that materially affects the Series 1968 Bonds Ordinance, is not consented to unless such amendment is submitted to EDA for review and written concurrence; and provided further, that upon adoption, a certified copy of the Series 1999 Bonds Ordinance and any subsequent amendments thereto are promptly submitted to EDA.

United States Department of Commerce,
Economic Development Administration

By: Herbert O. Fuchsner Jr. ~~Kenneth M. Kukovich~~

Its: Director - Liquidation