

\$111,000
TOWN OF CLENDENIN
WATER REVENUE BONDS, SERIES 1995

TRANSCRIPT LIST

1. Circuit Court Order Creating and County Court Order Expanding the Town of Clendenin (the "Issuer")
2. Oath of Office of Mayor, Recorder and Council Members
3. Bond Ordinance
4. Minutes of Meetings of Council on First, Second and Third Readings of and Public Hearing on Bond Ordinance
5. Notice and Affidavit of Publication of Public Hearing
6. General Certificate of Issuer and Issuer's Counsel on:
 1. Award of Bonds
 2. No Litigation
 3. Governmental Approvals
 4. No Adverse Financial Change; Indebtedness
 5. Signatures, Etc.
 6. Certification of Copies of Documents
 7. Incumbency and Official Name
 8. Delivery and Payment
 9. Land and Rights of Way
 10. Meetings, Etc.
 11. Contractor's Insurance, Etc.
 12. Connections, Etc.
 13. Management
 14. Terms
7. Engineer's Certificate
8. Certified Public Accountant's Certificate
9. Rate
10. Public Service Commission Certificate of Convenience and Necessity
11. Specimen Bond
12. Financing Statements
13. Non-Arbitrage Certificate
14. Issuer's Counsel Opinion

15. Non-Arbitrage Opinion
16. Bond Counsel Opinion
17. Bond Registry Form
18. Receipt for Bonds and Transcript
19. IRS Form 8038-G
20. Municipal Bond Commission New Issue Report Form
21. Copy of Statutory Authority

The closing of the sale of \$111,000 in aggregate principal amount of the Town of Clendenin Water Revenue Bonds, Series 1995 will take place at the Clendenin Water Board, Cardinal Street, Clendenin, West Virginia, at 10:30 a.m., Eastern Time, on December 19, 1995. No transaction shall be deemed to have been completed and no documents shall be deemed to have been delivered unless and until all transactions are complete and all documents are delivered. Any document which references an Exhibit or Schedule to be attached thereto shall be considered completed and attached if the referenced Exhibit or Schedule appears elsewhere in this Transcript.

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Friday the 20th day of May, 1907,

Present the same Judge as on Tuesday last.

A TRUE COPY
TESTE: John J. Linton
CLERK
CIRCUIT COURT KANAWHA COUNTY, W.VA

The proceedings of Tuesday last were this day read and being examined and corrected were signed.

In the matter of the incorporation of the town of Clendenin.

This day came L. V. Krontz, J. A. Osborne, P. St. Osborne, George A. and J. H. Davis, and on their motion the result of the vote taken of the qualified voters residing within the proposed boundaries of the town of Clendenin, together with the certificate under oath thereof, of the three voters under whose superintendance said vote was taken to wit: S. Jarrett, S. D. Matheny and L. V. Krontz, and on like motion the survey and map of the territory intended to be embraced in said incorporation duly verified by the affidavit of the surveyor who made the said survey and map annexed thereto.

Said territory being hereinafter set out as shown in said survey and map, and also the census of the resident population of such territory now filed by the affidavit of Gustav J. Fitzgerald, who took the same, annexed thereto as also the notices of said application for said certificate of incorporation of such territory as such town of Clendenin, all and each of them were likewise filed, and thereupon on their application and motion and it appearing from satisfactory proof that all the provisions of Chapter 17 of the Code have been complied with it is therefore ordered, that the clerk of this Court do, and he is hereby directed to issue a certificate of the incorporation of the said town of Clendenin in form and in substance as follows:

A certificate, under oath of S. Jarrett, S. D. Matheny and L. V. Krontz, was this day filed showing that a majority of all the qualified voters residing in the following boundary to wit: Situate in Big Sandy District Kanawha County West Virginia, beginning at a stone on the South side of Elk River between the C & O railway and County road at end of alley below residence of Squire Light, and running N. 55 Degrees E. 15 poles, thence N. 68 Degrees E. 32 poles to an Elm, thence N. 66 Degrees E. 26 poles to a stone, thence N. 78 1/2 Degrees E. 27 poles, thence N. 86 1/2 Degrees E. 14 poles, thence N. 72 1/2 Degrees E. 12 poles, thence E. 11 1/2 poles, thence N. 70 1/2 Degrees E. 27 poles, thence N. 56 1/2 Degrees E. 8 poles to Poplar thence N. 81 1/2 Degrees E. 11 poles to stone, thence N. 3 Degrees E.

Town of Clendenin, P. O. Box 694, Clendenin, W. Va 25045

KARAWHA COUNTY, WEST VIRGINIA
OFFICE OF THE CLERK
CIRCUIT COURT
KARAWHA COUNTY, WEST VIRGINIA
CLERK'S OFFICE
COURT HOUSE
MARTINSBURG, W. VA.

In the matter of the incorporation of the town of Blendon.

This day came L. V. Koozly, J. A. Osborne, P. H. Osborne, George and J. H. Davis, and on their motion the result of the vote taken of the qualified voters residing within the proposed boundaries of the town of Blendon, together with the certificate under oath thereof, of the three voters under whose superintendance said vote was taken to wit: S. Jarrett, S. D. Matheny and L. V. Koozly, and on like motion the survey and map of the territory intended to be embraced in said incorporation, duly verified by the affidavit of the surveyor who made the said survey and map annexed thereto.

Said territory being hereinafter set out as shown in the said survey and map, and also the census of the resident population of such territory now filed by the affidavit of E. H. Fitzwater, who took the same, annexed thereto as also the notice of said application for said certificate of incorporation of such territory as such town of Blendon, all and each of them were likewise filed, and thereupon on their applications and motion and it appearing from satisfactory proof that all the provisions of Chapter 47 of the Code have been complied with it is therefore ordered, that the clerk of this Court do, and he is hereby directed to issue a certificate of the incorporation of the said town of Blendon in form and in substance as follows:

A certificate, under oath of S. Jarrett, S. D. Matheny and L. V. Koozly, was this day filed showing that a majority of all the qualified voters residing in the following boundary to wit: Situate in Big Sandy District Kanawha County West Virginia, beginning at a stone on the South Side of Elk River between the C & O railway and County road at end of alley below residence of Squire Light, and running N. 55 Degrees E. 15 poles, thence N. 68 Degrees E. 32 poles to an Elm, thence N. 66 Degrees E. 26 poles to Stone, thence N. 78 1/2 Degrees E. 27 poles, thence N. 86 1/2 Degrees E. 14 poles, thence N. 72 1/2 Degrees E. 12 poles, thence E. 11 1/2 poles, thence N. 70 1/2 Degrees E. 27 poles, thence N. 56 1/2 Degrees E. 8 poles to Paper, thence N. 71 1/2 Degrees E. 11 poles to Stone, thence N. 3 Degrees

In the matter of the incorporation of the town of Blendon.

This day came L. V. Koozly, J. A. Osborne, P. H. Osborne, George
and J. H. Davis, and on their motion the result of the vote taken
of the qualified voters residing within the proposed
boundaries of the town of Blendon, together with the
certificate under oath thereof, of the three voters under
whose superintendance said vote was taken to wit: S. Jarrett,
S. R. Matheny and L. V. Koozly, and on like motion the same
and map of the territory intended to be embraced in said
incorporation duly verified by the affidavit of the surveyor
who made the said survey and map annexed thereto.

Said territory being hereinafter set out as shown in the
said survey and map, and also the census of the resident
population of such territory now filed by the affidavit of Estlin
Fitzgates, who took the same, annexed thereto as also the motion
of said application for said certificate of incorporation of
such territory as such town of Blendon, all and each of them
were likewise filed, and thereupon on their application and
motion and it appearing from satisfactory proof that all the
provisions of Chapter 47 of the Code have been complied with
it is therefore ordered, that the clerk of this Court do, and he
is hereby directed to issue a certificate of the incorporation of
the said town of Blendon in form and in substance as follows:

A certificate, under oath of S. Jarrett, S. R. Matheny and L. V.
Koozly, was this day filed showing that a majority of all the
qualified voters residing in the following boundary to wit:
Situate in Big Sandy District Kanawha County West Virginia,
beginning at a stone on the South Side of Elk River between
the C & O railway and County road at end of alley below residence
of Squire L. Galt, and running N. 55 Degrees E. 15 poles, thence N.
68 Degrees E. 32 poles to an Elm, thence N. 66 Degrees E. 26 poles
to Stone, thence N. 78 1/2 Degrees E. 27 poles, thence N. 86 1/2 Degrees E.
14 poles, thence N. 72 1/2 Degrees E. 12 poles, thence W. 11 1/2 poles, thence
N. 70 1/2 Degrees E. 27 poles, thence N. 56 1/2 Degrees E. 8 poles to Poplar
thence N. 71 1/2 Degrees E. 17 poles to Stone, thence N. 3 Degrees

38 poles, thence N. 85½ Degrees W. 60 poles to stone, thence S. 43 Degrees W. 16 poles, thence N. 48 Degrees W. 75 poles, thence S. 88 Degrees W. 81 poles, thence N. 75½ Degrees W. 38 poles, thence N. 13½ Degrees W. 12 poles, thence N. 15 Degrees W. 40 poles, thence N. 9 poles, thence S. 5 Degrees W. 38 poles to an Elm, S. 31 Degrees W. 26 poles, thence S. 18 Degrees W. 62 poles to a stone, thence S. 59½ Degrees E. 67 poles to an Elm, thence S. 27 Degrees E. 27 poles to place of beginning containing 187¾ Acres more or less, have been given in due form of law in favor of the incorporation of the town of Clendenin, in the County of Kanawha, bounded as herein set forth, and it appearing to the satisfaction of the Court that all the provisions of Chapter 47 of the Code of West Virginia have been complied with by the applicants for said incorporation. The said town is duly authorized within the corporate limits aforesaid to exercise all the corporate powers conferred by the said Chapter from and after the date of this certificate and on like motion of said applicant, the Court doth hereby appoint Stanton Garrett, J. H. Davis and E. C. Osborne, being legal voters, residing within said territory who shall act as commissioners of election at the first election to be held in said town as provided in said Chapter 47 of the Code of West Virginia.

In the matter of the incorporation of the town of Blendon.

This day came L. V. Krontz, J. A. Osborne, P. E. Osborne, George and J. H. Davis, and on their motion the result of the vote taken of the qualified voters residing within the proposed boundaries of the town of Blendon, together with the certificate under oath thereof, of the three voters under whose supervision said vote was taken to wit: S. Jarrett, S. R. Matheny and L. V. Krontz, and on like motion the survey and map of the territory intended to be embraced in said incorporation, duly verified by the affidavit of the surveyor who made the said survey and map annexed thereto.

Said territory being hereinafter set out as shown in the said survey and map, and also the census of the resident population of such territory now filed by the affidavit of Euben Fitzgerald, who took the same, annexed thereto as also the motions of said application for said certificate of incorporation of such territory as such town of Blendon, all and each of them were likewise filed, and thereupon on their application and motion and it appearing from satisfactory proof that all the provisions of Chapter 47 of the Code have been complied with it is therefore ordered, that the clerk of this Court do, and he is hereby directed to issue a certificate of the incorporation of the said town of Blendon in form and in substance as follows:

A certificate, under oath of S. Jarrett, S. R. Matheny and L. V. Krontz, was this day filed showing that a majority of all the qualified voters residing in the following boundary to wit: Situate in Big Sandy District Kanawha County West Virginia, beginning at a stone on the South Side of Elk River between the C & O railway and county road at end of alley below residence of Squire Light, and running N. 55 Degrees E. 15 poles, thence N. 68 Degrees E. 32 poles to an Elm, thence N. 66 Degrees E. 26 poles to stone, thence N. 78 1/2 Degrees E. 27 poles, thence N. 86 1/2 Degrees E. 14 poles, thence N. 72 1/2 Degrees N. 12 poles, thence E. 11 1/2 poles, thence N. 70 1/2 Degrees E. 27 poles, thence N. 56 1/2 Degrees E. 8 poles to Poplar, thence N. 71 1/2 Degrees E. 17 poles to stone, thence N. 3 Degrees E.

38 poles, thence N. 25 $\frac{1}{2}$ Degrees W. 60 poles to stone, thence S. 93 Degrees W. 16 poles, thence N. 48 Degrees W. 75 poles, thence S. 88 Degrees W. 80 poles, thence N. 75 $\frac{1}{2}$ Degrees W. 38 poles, thence N. 43 $\frac{1}{2}$ Degrees W. 12 poles, thence N. 15 Degrees W. 40 poles, thence N. 9 poles, thence S. 5 Degrees W. 38 poles to an Elm, S. 31 Degrees W. 26 poles, thence S. 18 Degrees W. 62 poles to a stone, thence S. 59 $\frac{1}{2}$ Degrees E. 67 poles to an Elm, thence S. 27 Degrees E. 27 poles to place of beginning containing 187 $\frac{1}{4}$ Acres more or less, have been given in due form of law in favor of the incorporation of the town of Clendenin, in the County of Kanawha, bounded as herein set forth, and it appearing to the satisfaction of the Court that all the provisions of Chapter 47 of the Code of West Virginia have been complied with by the applicant for said incorporation. The said town is duly authorized within the corporate limits aforesaid to exercise all the corporate powers conferred by the said Chapter from and after the date of this certificate and on like motion of said applicant, the Court doth hereby appoint S. Hamilton Jamett, J. H. Davis and E. C. Osborne, being legal voters, residing within said territory who shall act as commissioners of election at the first election to be held in said town as provided in said Chapter 47 of the Code of West Virginia.

A TRUE COPY

TESTE *Walter J. Starnell*
CLERK
CIRCUIT COURT KANAWHA COUNTY, W.VA

LAW ORDERS, *1911* DAY OF *May* 190 *11*

38 poles, thence N. 85 1/2 Degrees W. 60 poles to stone, thence S. 43 Degrees W. 16 poles, thence N. 98 Degrees W. 75 poles, thence S. 88 Degrees W. 80 poles, thence N. 75 1/2 Degrees W. 38 poles, thence N. 43 1/2 Degrees W. 12 poles, thence N. 15 Degrees W. 40 poles, thence N. 9 poles, thence S. 5 Degrees W. 38 poles to an Elm, S. 31 Degrees W. 26 poles, thence S. 18 Degrees W. 62 poles to a stone, thence S. 59 1/2 Degrees E. 67 poles to an Elm, thence S. 27 Degrees E. 27 poles to place of beginning containing 187 3/4 Acres, more or less, have been given in due form of law in favor of the incorporation of the town of Clendenin, in the County of Kanawha bounded as herein set forth, and it appearing to the satisfaction of the Court that all the provisions of Chapter 47 of the Code of West Virginia have been complied with by the applicants for said incorporation. The said town is duly authorized within the corporate limits aforesaid to exercise all the corporate powers conferred by the said Chapter from and after the date of this certificate and on like motion of said applicant, the Court doth hereby appoint *Stamilton Jarrett, J. H. Davis and E. C. Osborne*, being legal voters, residing within said territory who shall act as commissioners of election at the first election to be held in said town as provided in said Chapter 47 of the Code of West Virginia.

This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on and the same is admitted to record. OCT 04 1894

Teste: *Alma G. King* Clerk,
Kanawha County Commission

(STATE OF WEST VIRGINIA,

At a Circuit Court for Kanawha County held at the Court House thereof on the 20th day of May, 1904.)

IN THE MATTER OF THE INCORPORATION OF THE TOWN OF CLENDENIN

This day came L. V. Koontz, J. A. Osborne, P. W. Osborne, George Ort and J. H. Davis, and in their motion the result of the vote taken of the qualified voters residing within the proposed boundaries of the Town of Clendenin, together with the certificate under oath thereof, of the three voters under whose superintendance said vote was taken to-wit: S. Jarrett, S. D. Matheny and L. V. Koontz, and on like motion the survey and map of the territory intended to be embraced in said incorporation duly verified by the affidavit of the surveyor who made the said survey and Map annexed thereto.

Said territory being hereinafter set out as shown in the said survey and map, and also the census of the resident population of such territory now filed by the affidavit of Eskew Fitzwater, who took the same annexed thereto as also the notice of said application for said certificate of incorporation of such territory as such Town of Clendenin, all and each of them were likewise filed, and thereupon on their application and motion and it appearing from satisfactory proof that all the provisions of Chapter 47 of the Code have been complied with, it is therefore ordered, that the Clerk of this Court do, and he is hereby directed to issue a certificate of the incorporation of the said Town of Clendenin in form and in substance as follows:

A certificate under oath of S. Jarrett, S. D. Matheny and L. V. Koontz, was this day filed showing that a majority of all the qualified voters residing in the following boundary to-wit:

Situate in Big Sandy District, Kanawha County, West Virginia, beginning at a stone on the South Side of Elk River between the C & O railway and county road at end of alley below residence of Squire Light, and running N. 55 Degrees E. 15 poles, thence N. 68 Degrees E. 32 poles to an Elm thence N. 66 Degrees E. 26 poles to stone, thence N. $78\frac{1}{2}$ Degrees E. 27 poles, thence N. $86\frac{1}{2}$ Degrees E. 14 poles, thence N. $72\frac{1}{2}$ Degrees E. 12 poles, thence E. $11\frac{2}{3}$ poles, thence N. $70\frac{1}{2}$ Degrees E. 27 poles, thence N. $56\frac{1}{2}$ Degrees E. 8 poles to Poplar, thence N. $81\frac{1}{2}$ Degrees E. 117 poles to stone, thence N. 3 Degrees E. 38 poles, thence N. $85\frac{1}{2}$ Degrees W. 60 poles to stone, thence S. 83 Degrees W. 16 poles, thence N. 88 Degrees W. 75 poles, thence S. 88 Degrees W. 80 poles, thence N. $75\frac{1}{2}$ Degrees W. 38 poles, thence N. $43\frac{1}{2}$ Degrees W. 12 poles, thence N. 15 Degrees W. 40 poles, thence N. 9 poles, thence S. 5 Degrees W. 38 poles to an Elm, S. 31 Degrees W. 26 poles, thence S. 18 Degrees W. 62 poles to a stone, thence S. $59\frac{1}{2}$ Degrees E. 67 poles to an Elm, thence S. 27 Degrees E. 27 poles to place of beginning containing $187\frac{3}{4}$ Acres more or less, have been given in due form of law in favor of the incorporation of the Town of Clendenin, in the County of Kanawha, bounded as herein set forth, and it appearing to the satisfaction of the Court that all the provisions of Chapter 47 of the Code of West Virginia have been complied with by the applicant for said incorporation. The said town is duly authorized

within the corporate limits aforesaid to exercise all the corporate powers conferred by the said Chapter from and after the date of this certificate and on like motion of said applicant, the Court doth hereby appoint Staunton Jarrett, J. H. Davis and E. E. Osborne, being legal voters, residing within said territory who shall act as commissioners of election at the first election to be held in said town as provided in said Chapter 47 of the Code of West Virginia.

At a Regular Session of the County Court of Kanawha County, West Virginia, held Tuesday, June 13, 1950. Present: Honorable Carl C. Calvert, President, Mont, L. Cavender and J. M. Slack, Jr., Commissioners thereof.

IN RE: CLENDENIN, TOWN OF----CHANGE IN CORPORATE BOUNDARY LINE

A certificate of the Council of the Town of Clendenin was this day filed, showing that a change has been made, in the manner required by law, in the corporate limits thereof, and that by such change the said corporate limits are as follows:

BEGINNING at a stone at the mouth of Burk Creek Branch; thence S 38° 40' W 198 feet to a stone; thence S 64° 40' W 495 feet to a poplar; thence S 43° 10' W 495 feet to a stone; thence N 55° 20' W 297 feet to a stone; thence S 54° 40' W 148 feet to a stone; thence S 39° 10' W 330 feet to a stone; thence N 81° 50' W 1221 feet to a stone; thence S 62° 10' W 363 feet to a stone; thence S 81° 40' W 272 feet to a stone; thence S 84° 15' W 100 feet to a stone; thence N 85° 30' W 115 feet to a stone; thence 2° 45' E 172 feet to a stone; thence S 1° E 271 feet to a stone; thence S 37° 20' W 184 feet to a stone; thence S 23° W 226 feet to a stone; thence S 13° W 214 feet to a stone; thence S 1° E 270 feet to a stone; thence S 11° E 660 feet to a stone; thence S 15° W 167 feet to a stone; thence S 23° W 364 feet to a large rock; thence S 12° 20' W 329 feet to a stone; thence S 9° W 155 feet to a beech; thence S 37° 10' W 531 feet to a black oak stump; thence N 86° 30' W 437 feet to a black oak; thence N 51° 10' W 542 feet to a stone; thence N 68° 05' W 800 feet to a stone; thence S 77° W 955 feet to a stone; thence N 88° W 1016 feet to a stone; thence S 82° 15' W 280 feet to a stake at Taylor line; thence N 33° W 625 feet to a chestnut oak; thence N 62° 30' W 178 feet to a stake at top falls of run; thence N 20° 30' W 200 feet to a stone; thence N 28° 15' W 182 feet to a stone; thence N 28° W 251 feet to a stone; thence N 19° 40' W 142 feet to a white beech; thence N 61° 15' E 1050 feet to a stone; thence N 38° 10' W 570 feet and across Elk River to a stone; thence N 10° 30' W 137 feet to a stone; thence N 74° 10' E 173 feet to a stone;

thence S 12° 20' E 99 feet to a stone; thence N 73° 40' E 123 feet to a stone; thence N 66° 10' E 264 feet to a stone; thence N 36° 10' E 346 feet to a stone; thence N 52° 10' E 445 feet to a stone; thence N 50° 10' E 181 feet to a stone; thence N 19° 10' E 1023 feet to a stone; thence N 32° 10' E 429 feet to a stone; thence N 6° 10' E 627 feet to a stone on knob; thence N 0° 30' E 60 feet to a stone; thence N 12° 30' E 610 feet to a stone; thence S 65° E 82 feet to a stone; thence S 88° 30' E 360 feet to stone; thence N 66° 45' E 485 feet to a stone near Riley Cemetery; thence N 71° 20' E 205 feet to a stone near City Dump, thence S 78° E 780 feet to a stone on flat; thence S 80° 15' E 882 feet to a stone on point at pipe line; thence S 71° 50' E 143 feet to a stone; thence S 74° 15' E 440 feet to a stone; thence S 77° 40' E 385 feet to a stone; thence S 77° 50' E 1000 feet to a stone; thence S 75° E 220 feet to a stone; thence S 80° E 490 feet to a stone; thence S 77° 20' E 120 feet to a stone; thence S 67° 30' E 425 feet to a stone; thence S 55° 30' E 230 feet to a poplar; thence S 73° E 300 feet to a stone; thence S 3° 15' W 750 feet to point of beginning, and comprising 665.73 acres.

It is therefore ordered that such change in said corporate limits be and the same is hereby approved and confirmed, and the Clerk of the County Court is directed to deliver to the said Council a certified copy of this order as soon as practicable after the rising of this Court.

A True Copy From The Record.

AT A REGULAR SESSION OF THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA, CONTINUED AND HELD FOR SAID COUNTY AT THE COURTHOUSE THEREOF ON TUESDAY, THE 19th DAY OF APRIL, A.D., 1983

IN THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA

RE: MINOR BOUNDARY ADJUSTMENT TO THE TOWN OF CLENDENIN, BEING 136.3 ACRES, MORE OR LESS, OF LAND ADJACENT TO THE PRESENT CORPORATE LIMITS

Goodwin & Goodwin

On this the 19th day of April, 1983, at 9:30 o'clock, a.m., came the Town of Clendenin, a municipal corporation, by J. Stephen Max, its attorney, this being the time and place heretofore set by the Commission for a hearing in this matter. It appearing to the Commission from the records in this case, by Affidavit of one Patricia F. Hays, a credible person, and by Affidavit of Publication of an agent of the Charleston Gazette and the Charleston Daily Mail, which said Affidavits are ORDERED filed with the papers herein, that the Notice of the annexation proposed by the Petitioner was duly and legally posted and published as required by an Order entered in this matter on the 22nd day of March, 1983, and as required by Chapter 8, Article 6, Section 5, of the Code of West Virginia of 1931, as amended.

This cause came on to be heard upon the Petition heretofore filed herein and an Order heretofore entered herein and upon said Notice; and was called in open Court and it was announced therein that a hearing was about to be held on the same and that any and all persons or parties desiring to oppose or object to the boundary adjustment to the boundary of the Town of Clendenin and the annexation of the contiguous territory by said

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Town as prayed and applied for by said Petitioner and as set forth in the Petition filed herein and in said Notice should now come forward and oppose the same and make known their objections thereto. No person or party came forward and no objection or opposition was offered to said proposed minor boundary adjustment and the annexation, and the said Petitioner moved that the prayer and application made by it be granted and that the Commission, by its Order, effect the boundary adjustment and annexation aforesaid; and the Commission found the allegations contained in said Petition are true; that the Petitioner is a municipal corporation located in Kanawha County, West Virginia, and that the requirements of publication and posting of said Notice had been duly and fully made and complied with, and the Commission is satisfied that the annexation and adjustment as applied for is a minor boundary adjustment and no person or party objected to or opposed the same.

Upon consideration of all of which, the Commission is of the opinion to, and does, grant the motion of said Petitioner and the application and prayer of said Petition.

It is, therefore, ADJUDGED and ORDERED that the territorial limits and the boundary of the Town of Clendenin, a municipal corporation, be, and it is hereby, changed, extended, and enlarged so as to embrace and encompass within the corporate limits of the Town of Clendenin the territory and lands contiguous thereto, situate in Big Sandy District, Kanawha County, West Virginia, and described as follows:

BEGINNING at a point, which point is the most northwesterly point of the current boundary line of the Town of Clendenin; thence with the westerly line of the boundary of said Town of Clendenin, S. 12° 30' W., 610 feet; thence S. 0° 30' W., 60 feet; thence S. 6° 10' W., 627 feet; thence S. 32° 10' W., 429 feet; thence S. 19° 10' W., 1023 feet; thence S. 50° 10' W., 181 feet; thence S. 52° 10' W., 445 feet; thence S. 63° 10' W., 346 feet; thence S. 66° 10' W., 264 feet; thence S. 73° 40' W., 123 feet; thence N. 12° 20' W., 99 feet; thence S. 74° 10' W., 173 feet; thence S. 10° 30' E., 137 feet; thence crossing U. S. Route 119 and Elk River, S. 38° 10' E., 570 feet; thence with the southeasterly line of Elk River, S. 61° 15' W., 1050 feet; thence leaving the existing boundary line of the Town of Clendenin and recrossing Elk River to a point on the easterly side of Elk Street, N. 53° 00' W., 300 feet; thence with the easterly right of way line of Elk Street, N. 24° 10' W., 340 feet to U. S. Route 119; thence crossing U. S. Route 119, N. 16° 50' W., 50 feet; thence continuing with the easterly right of way line of Elk Street, past its intersection with Mary Street, N. 9° 45' W., 1340 feet to a point in the southerly right of way line of Margaret Street; thence N. 52° 56' E., 4103.5 feet to the place of beginning, and containing 136.3 acres, more or less.

And the above-described territory is hereby annexed to said Town of Clendenin, West Virginia, and made a part thereof.

DATED this 19th day of April, 1983.

ENTER:

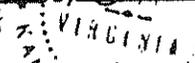
[Handwritten signatures of three commissioners]
 Commissioners

Presented by:

[Handwritten signature of J. Stephen Max]
 J. Stephen Max
 Counsel for the Petitioner
 110 Lee Street, West
 Post Office Box 6219
 Charleston, West Virginia 25302

I, ALMA Y. KING, do hereby certify that this is a true copy from the record
 Teste: ALMA Y. KING, Clerk
 Kanawha County Commission

Date 12-13-85 By *[Signature]*
 Deputy



This instrument was presented to the Clerk of the County Commission of Kanawha County, West Virginia, on DEC 14 1985 and the same is admitted to record.

Teste: *[Handwritten signature of Alma Y. King]* Clerk
 Kanawha County Commission

AT A REGULAR SESSION OF THE COUNTY COMMISSION
OF KANAWHA COUNTY, WEST VIRGINIA, CONTINUED AND
HELD FOR SAID COUNTY AT THE COURTHOUSE THEREOF
ON THURSDAY, THE 14TH DAY OF AUGUST, A.D., 1986

IN THE COUNTY COMMISSION OF KANAWHA COUNTY, WEST VIRGINIA

RE: MINOR BOUNDARY ADJUSTMENT TO THE TOWN OF CLENDENIN,
BEING 17.852 ACRES, MORE OR LESS, OF LAND ADJACENT TO
THE PRESENT CORPORATE LIMITS

On the 14th day of August, 1986, at 9:45 o'clock, a.m., came the Town of Clendenin, a municipal corporation, by J. Stephen Max, its attorney, the hearing having been previously scheduled for August 7, 1986, at 8:45 o'clock, and continued by the Commission to August 14, 1986, at 9:45 o'clock, a.m. It appearing to the Commission from the records in this case, by Affidavit of one Patricia F. Haye, a credible person, and by the Affidavit of Publication of an agent of the Charleston Gazette and the Charleston Daily Mail, which said Affidavits are ORDERED filed herein, that the Notice of the annexation proposed by the Petitioner was duly and legally posted and published as required by an Order entered in this matter on the 15th day of July, 1986, and as required by Chapter 8, Article 6, Section 5, of the Code of West Virginia of 1931, as amended.

This cause came on to be heard upon the Petition heretofore filed herein and an Order heretofore entered herein and upon said Notice; and was called in open Court, and it was announced therein that a hearing was about to be held on the same, and that any and all persons or parties desiring to oppose or object to the boundary adjustment to the boundary of the Town of Clendenin and the annexation of the contiguous territory by said Town as prayed and applied for by said Petitioner and as set

forth in the Petition filed herein and in said Notice should now come forward and oppose the same and make known their objections thereto. No person or party came forward, and no objection or opposition was offered to said proposed minor boundary adjustment and annexation, and the said Petitioner moved that the prayer and application made by it be granted and that the Commission, by its Order, effect the boundary adjustment and annexation aforesaid; and the Commission found the allegations contained in said Petition are true; that the Petitioner is a municipal corporation located in Kanawha County, West Virginia, and that the requirement of publication and posting of said Notice had been duly and fully made and complied with, and the Commission is satisfied that the annexation and adjustment as applied for is a minor boundary adjustment, and no person or party object to or opposed the same.

Upon consideration of all of which, the Commission is of the opinion to, and does grant the Motion of said Petitioner and the application and prayer of said Petition.

It is, therefore, ADJUDGED and ORDERED that the territorial limits and the boundary of the Town of Clendenin, a municipal corporation, be and it is hereby, changed, extended, and enlarged so as to embrace and encompass within the corporate limits of the Town of Clendenin the territory and lands contiguous thereto, situate in Big Sandy District, Kanawha County, West Virginia, and described as follows:

BEGINNING at a point, said point being in the westerly line of the present westerly boundary line of the Town of Clendenin, and also being at the junction of the southerly right of way line of U. S. Route 119 and the easterly right of way line of Elk Street (also being a portion of the westerly boundary line of the Town of Clendenin); thence with the

easterly line of Elk Street and the said present boundary line of the Town of Clendenin, S. 24° 10' E., 340 feet; thence S. 53° 00' E., 70 feet, more or less, to the low water mark of the north side of Elk River; thence leaving said present boundary line and running with the low water mark of Elk River, S. 57° 45' W., 2400 feet; thence leaving said low water mark N. 38° 20' W., 122 feet to the southerly right of way line of U. S. Route 119; thence with the southerly right of way line of U. S. Route 119, N. 45° 20' E., 715 feet; N. 49° 20' E., 607 feet; N. 53° 20' E., 876.4 feet; N. 65° 20' E., 245.8 feet to the place of beginning, and containing 17.852 acres, more or less.

And the above-described territory is hereby annexed to said Town of Clendenin, West Virginia, and made a part thereof.

DATED this 14th day of August, 1986.

ENTER:

Robert L. Luster
Don J. Hunt

Presented by:

J. Stephen Max
J. Stephen Max
Counsel for the Petitioner

Approved by:

Gary A. King
Gary A. King
County Attorney

I, ANNE T. CARROLL, do hereby certify
that this is a true copy from the record

Teste: ANNE T. CARROLL, Clerk

8/14/86 Kanawha County Commission
Date By Anne T. Carroll
Deputy Clerk

OFFICER'S OATH

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

I, Emerald A. Robinson, having been duly elected to the office of Recorder for the Town of Clendenin for a two year term beginning July 1, 1995 and ending June 30, 1997 do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

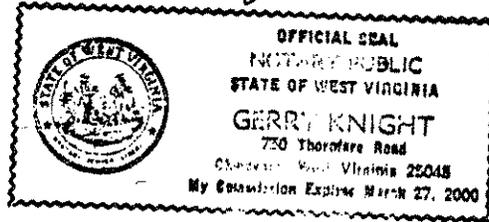
Emerald A. Robinson

Subscribed and sworn to before the undersigned, Clerk of the Town of Clendenin of said county, this 11 day of December, 1995

Kanawha County

Gerry Knight Clerk

Natney



RECORDED 06
BOOK/PAGE : 215- / 529-
KANAWHA COUNTY, WV
DTE/TIME RECORDED 12/14/1995 15:49:38:00
INST #: 456604 Type: OFFICE
CLERK OF THE COUNTY COMMISSION
TOTAL RECD/DUE: .00 .00

OFFICER'S OATH

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

I, James Clemons, having been duly Elected to the office of Mayor

do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

James Clemons

Subscribed and sworn to before the undersigned, Clerk of the Town of Clemons of said Kanawha county, this 30 day of June, 1995.

Ernest C. Robertson Notary Clerk

RECORDED 06
BOOK/PAGE : 215- / 530-
KANAWHA COUNTY, WV
DTE/TIME RECORDED 12/14/1995 15:50:40:00
INST #: 456606 TYPE: OFFICE
CLERK OF THE COUNTY COMMISSION
TOTAL RECD/DUE: .00 .00

00792

OFFICER'S OATH

LIBER 215 531

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

I, Norman Lewis, having been duly ~~EXERCISED~~ Appointed, the office of Council

do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

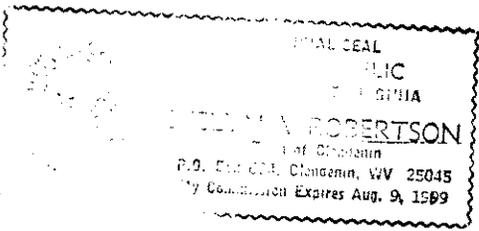
Norman Lewis

Subscribed and sworn to before the undersigned, Clerk of the Town of Chalmers of said

Kanawha county, this 13 day of November, 1995

Ernest L. Robertson

Notary Clerk



RECORDED
BOOK/PAGE : 215- / 531-
KANAWHA COUNTY, WV
DTE/TIME RECORDED 12/14/1995 15:58:16:00
INST #: 456607 TYPE: OFFICE
CLERK OF THE COUNTY COMMISSION
TOTAL RECD/DUE: .00 .00

LIBER 215-532

OFFICER'S OATH

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

I, ALFRED T. GURNEY, JR., having been duly Elected to the office of Council

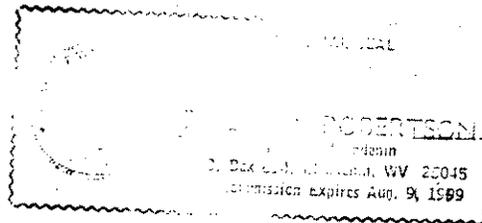
do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

Alfred T. Gurney, Jr.

Subscribed and sworn to before the undersigned, Clerk of the Town of Chincoteague of said

Kanawha county, this 30 day of June, 1995

Eugene C. Robertson Notary Clerk



RECORDED 06
BOOK/PAGE : 215- / 532-
KANAWHA COUNTY, WV
DTE/TIME RECORDED 12/14/1995 15:59:26:00
INST #: 456608 TYPE: OFFICE
CLERK OF THE COUNTY COMMISSION
TOTAL RECO/DUE: .00 .00

OFFICER'S OATH

LIBER 215-533

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

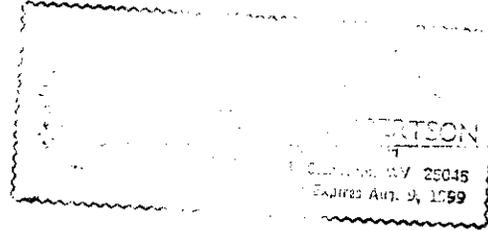
I, Luther Smith, having been duly Elected to the office of Council

do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

Luther Smith

Subscribed and sworn to before the undersigned, Clerk of the Town of Chedoke of said Kanawha county, this 30 day of June, 1995.

Ernest L. Robertson Notary Clerk



RECORDED : 06
BOOK/PAGE : 215- / 533-
KANAWHA COUNTY, WV
DTE/TIME RECORDED 12/14/1995 16:00:21:00
INST #: 456609 TYPE: OFFICE
CLERK OF THE COUNTY COMMISSION
TOTAL RECD/DUE: .00 .00

LIBER 215-534

OFFICER'S OATH

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

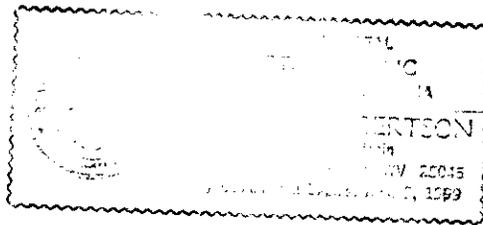
I, Gary Bleckow
Gary Bleckow, having been duly Elected to
the office of Council

do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

Gary Bleckow

Subscribed and sworn to before the undersigned, Clerk of the Town of Chesapeake of said
county, this 30 day of June, 1995

Ernest G. Robertson Notary
Clerk



RECORDED
BOOK/PAGE : 215- / 534- 06
KANAWHA COUNTY, WV
DTE/TIME RECORDED 12/14/1995 16:03:10:00
INST #: 456610 TYPE: OFFICE
CLERK OF THE COUNTY COMMISSION
TOTAL RECD/DUE: .00 .00

OFFICER'S OATH

LIBER 215-535

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

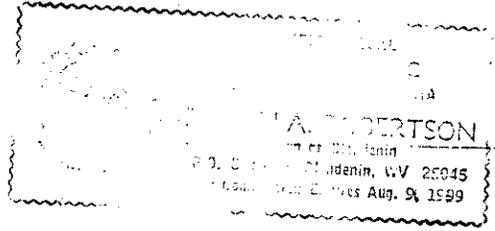
I, H. Ray Woods, having been duly Elected to the office of Consul

do solemnly swear that I will support the Constitution of the United States and the Constitution of this State, and that I will truly and faithfully discharge all the duties of said office, during my continuance therein, to the best of my skill and judgment, so help me, God.

H. Ray Woods

Subscribed and sworn to before the undersigned, Clerk of the Town of Clendenen of said Kanawha county, this 30 day of June, 1995.

Ernest G. Robertson Notary Clerk



RECORDED 06
BOOK/PAGE : 215- / 535-
KANAWHA COUNTY, WV
DTE/TIME RECORDED 12/14/1995 16:03:57:00
INST #: 456611 TYPE: OFFICE
CLERK OF THE COUNTY COMMISSION
TOTAL RECD/DUE: .00 .00

\$111,000
TOWN OF CLENDENIN
WATER REVENUE BONDS, SERIES 1995
BOND ORDINANCE

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RECEIVED
KATHLEEN C. ...
DIRECTOR ...

Cadden & Cadden

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TOWN OF CLENDENIN

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF MUNICIPAL PROPERTIES AND ISSUANCE OF WATER REVENUE BONDS, SERIES 1995, OF THE TOWN OF CLENDENIN, IN THE AMOUNT OF \$111,000, TO FINANCE THE ACQUISITION AND CONSTRUCTION OF IMPROVEMENTS TO A PUBLIC WATER SYSTEM; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING FOR INTERIM CONSTRUCTION FINANCING; PLACING LIMIT ON SALE OF SYSTEM; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITY OF THE HOLDERS OF THE BONDS; PROVIDING STATUTORY LIEN ON REVENUES AND SYSTEM; PROVIDING FOR THE ADOPTION, RATIFICATION, APPROVAL AND COLLECTION OF RATES AND CHARGES FOR THE PUBLIC WATER SYSTEM; AND PROVIDING GENERAL TERMS AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF TOWN OF CLENDENIN, WEST VIRGINIA:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS
AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance is adopted pursuant to the provisions of Article 19, Chapter 8 of the West Virginia Code, as amended (the "Act") and other applicable provisions of law.

Section 1.02. Findings and Determinations. It is hereby found, determined and declared as follows:

A. Town of Clendenin (the "Town" or "Issuer") is a municipal corporation and political subdivision of the State of West Virginia located in Kanawha County, West Virginia.

B. The Issuer now has a public water system and desires to improve and expand that system and it is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer and, accordingly, it is hereby ordered, that there be acquired and constructed certain additions, betterments and improvements to the existing public water system of the Issuer known as the "System" (sometimes referred to herein as the "System") so as to improve the public health, comfort and convenience of residents of the Town, including the construction and installation of all necessary appurtenant facilities (the "Project"), and generally described as water project improvements and necessary appurtenances particularly described in and according to the plans and specifications prepared by the Consulting Engineer for the Project and heretofore filed in the office of the Recorder of the Town Council (the "Governing Body") of the Issuer. The construction and acquisition of the Project and the financing hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

C. It is necessary for the Issuer to issue its revenue bonds in the aggregate principal amounts of \$111,000 to finance the cost of such construction in the manner hereinafter provided.

D. The estimated maximum cost of the construction of the Project is \$111,000, which will be obtained from the proceeds of sale of the Series 1995 Bond herein authorized. The cost of such construction shall be deemed to include, without being limited to, the construction or acquisition of the Project, the acquisition of any necessary property, real or personal, or any interest therein; interest on the Bonds prior to, during and for six (6) months after completion of such construction to the extent that revenues of the System 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 hereby.

E. The period of usefulness of the System after completion of the Project is not less than forty (40) years.

F. The estimated revenues to be derived in each year from the operation of the System after completion of the Project will be sufficient to pay all the costs of the operation and maintenance of the System, the principal of and interest on the Bonds (as hereinafter defined) and all debt service, reserve fund and other payments provided for herein.

G. The Issuer has complied with all requirements of West Virginia law relating to authorization of the construction, acquisition and operation of the Project and issuance of the Bonds, or will have so complied prior to issuance of the Bonds including, among other things, the imposition of rates and charges, the consent and approval, pursuant to the Act, of the issuance of the Bonds by the Public Service Commission of West Virginia by final order.

H. It is in the best interests of the Issuer that the Bonds be sold to the United States Department of Agriculture, Rural Economic and Community Development, successor in interest to the Farmers Home Administration (the "Purchaser" or "RECD"), pursuant to the terms and provisions of a letter of conditions dated February 23, 1995, and all amendments thereto (the "Letter of Conditions").

I. The Issuer has also made arrangements for interim financing as requested by RECD and deems it to be in the best interests of the Issuer to enter into a Credit Agreement and execute a note or notes in the initial amount of \$111,000 payable to any interim construction or financing lender which lender is initially Poca Valley Bank.

Section 1.03. Ordinance to Constitute Contract. In consideration of the acceptance of the Bond by the Purchaser, this Ordinance (the "Ordinance") shall be deemed to be and shall constitute a contract between the Issuer and the Purchaser, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the Registered Owner of the Bond.

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

"Act" means Article 19, Chapter 8 of the West Virginia Code, as amended.

"1995 Bond" or "1995 Series Bond" means the \$111,000, Water Revenue Bond authorized by this ordinance.

"Bonds" means the \$111,000 Water Revenue Bonds, Series 1995, authorized hereby to be issued.

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

"Consulting Engineer" means Boyles and Hildreth, Spencer, West Virginia, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the Issuer as Consulting Engineer for the System.

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

"Depository Bank" means initially the Poca Valley Bank, Clendenin, West Virginia, a bank or trust company which is a member of FDIC and its successors and assigns or such other qualified bank or trust company designated now or hereafter by Issuer.

"Facilities" or "water facilities" means all the land and tangible properties of the System and also any tangible properties which may hereafter be added to the water system by addition, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefor, hereafter at any time constructed or acquired.

"FDIC" means the Federal Deposit Insurance Corporation.

"Fiscal Year" means each year beginning on July 1 and ending on the succeeding June 30.

"Governing Body" means the Town Council of the Issuer.

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

"Herein" means in this Ordinance.

"Holder of the Bonds" or any similar term means any person who shall be the registered owner of the Bonds.

"Issuer" or "Town" means Town of Clendenin, Kanawha County, West Virginia, and, where appropriate, also means the Governing Body.

"Letter of Conditions" means the Letter of Conditions of RECD, successor in interest to the Farmers Home Administration, dated February 23, 1995, and any other amendments thereto.

"Mayor" means the Mayor of the Governing Body.

"Net Revenues" means the balance of the gross revenues, as defined below, remaining after deduction only of Operating Expenses, as defined below.

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer 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, and such other reasonable operating costs as are normally and regularly included under recognized accounting practices, and retention of a sum not to exceed one-sixth of the budgeted operating expenses stated above for the current year as working capital, and language herein requiring payment of operating expenses means also retention of not to exceed such sum as working capital, provided that all monthly amortization payments upon the Bond and into the Reserve Fund and Depreciation Reserve have been made to the last monthly payment date prior to the date of such retention.

"Ordinance" means this Ordinance and all resolutions supplemental hereto.

"Project" shall have the meaning stated in Section 1.02 B. above.

"Purchaser", "RECD, successor in interest to the Farmers Home Administration", "Rural Economic and Community Development, successor in interest to the Farmers Home Administration" or "Government" means United States of America, United States Department of Agriculture, Rural Economic and

Community Development, successor in interest to the Farmers Home Administration, and any successor thereof.

"Qualified Investments" means and include 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 evidence 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 excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

"Recorder" means the Recorder of the Governing Body.

"Registrar" or "Bond Registrar" means the Issuer which usually shall act by its Recorder.

"Revenues" or "gross revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer 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 principles.

"System" means the Project initially, and all existing water facilities owned by the Issuer and all Facilities and other property of every nature, real or personal, now or hereafter acquired and/or owned, held or used in connection with the System, including mains, hydrants, meters, valves, standpipes, storage tanks, pump tanks, pumping stations, intakes, wells, impounding reservoirs, pumps, machinery, purification plants, softening apparatus and all other facilities necessary, appropriate, useful, convenient or incidental in connection with or to a public water system; and shall also include any and all additions, extensions, improvements, replacements, properties or other facilities at any time acquired or constructed for said water system after completion of the Project.

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

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations; words importing the masculine, feminine or neuter genders shall include any other gender; and any requirement for execution, sealing and/or attestation of the Bonds or any certificate or other document by the Recorder shall mean that such Bond certificate or other document may be executed, sealed and/or attested by an Acting Recorder.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized the acquisition and construction of the Project, at an estimated cost of \$111,000 in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Bonds hereby authorized shall be applied as provided in Article V hereof.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUANCE OF BONDS

Section 3.01. Authorization of Bonds. Subject and pursuant to the provisions hereof, the Bonds of the Issuer to be known as "Town of Clendenin Water Revenue Bonds, Series 1995" in the principal amount of \$111,000, are hereby authorized to be issued for the purpose of financing the cost of the construction and acquisition of the Project.

Section 3.02. Description of Bonds. The Bonds shall be issued as a single registered form, No. R-1, and shall be dated on the date of delivery. The Bonds shall bear interest from date, payable monthly at a maximum rate of five and one quarter percent (5.25%) per annum or such lower rate that RECD, formerly FmHA, will make available at closing, and shall be sold for the par value thereof but in no event greater than five and one quarter percent (5.25%) per annum.

The Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer and shall be payable as provided in the Bond forms hereinafter set forth.

Section 3.03. Execution of Bonds. The Bonds shall be executed in the name of the Issuer by the Mayor and its corporate seal shall be affixed thereto and attested by the Recorder, and the Mayor and the Recorder are hereby authorized to execute the Bonds and such other documents as are necessary to finalize this transaction. In case any one or more of the officers who shall have signed or sealed the Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized.

Section 3.04. Negotiability, Registration, Transfer and Exchange of Bonds. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, but the Bonds may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.05 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of either of the Bonds for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Registrar. No interest in the Bonds shall be transferable except by means of transfer of registration of a Bond representing such interest and delivery of a new Bond or Bonds in exchange therefor in accordance with this Bond Ordinance.

Whenever the Bonds shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond or Bonds in authorized denominations, for a like aggregate principal amount. The Registrar shall require the payment by the new owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Registrar with respect to such transfer.

No registration of transfer of the Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on that Bond.

Section 3.05. Registrar. The Issuer shall be the Bond Registrar and will keep or cause to be kept by its agent at its office, sufficient books for the registration and transfer of the Bonds, and upon presentation for such purpose, the Registrar shall, under such reasonable regulations as it may prescribe, register the Bonds initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Bonds as hereinbefore provided.

The Registrar shall accept the Bonds for registration or transfer only if ownership thereof is to be registered in the name of an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or social security numbers of the settlor and beneficiaries of each trust and the name of the trustee of each trust and/or such other identifying number and information as may be required by law.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any of the Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the holder's furnishing the Issuer proof of his, her or its ownership thereof and complying with such other reasonable regulations and conditions as the Issuer may require. The Bond so surrendered shall be canceled and held for the account of the Issuer. If the Bond shall have matured or be

about to mature, instead of issuing a substitute Bond the Issuer may pay the same, and if such Bond be destroyed, stolen or lost, without surrender thereof.

Section 3.07. Bonds Secured by Pledge of Revenues. The payment of the debt service of the Bonds shall be secured forthwith by a lien on the net revenues derived from the System in addition to the statutory mortgage lien on the System hereinafter provided for. 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 as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due.

Section 3.08. Form of Bond. Subject to the provisions hereof, the text of the Bond and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted hereby or any supplemental resolution adopted after the date of adoption hereof and prior to the issuance thereof:

(FORM OF BOND)

300A 2265 of 559

\$111,000
TOWN OF CLENDENIN
WATER REVENUE BOND, SERIES 1995

No. R-1

Date: December 19, 1995

FOR VALUE RECEIVED, the TOWN OF CLENDENIN, a municipal corporation and political subdivision of the State of West Virginia, in Kanawha County of said State (herein called "Issuer"), hereby promises to pay to the order of the United States of America (the "Government"), or its registered assigns at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of One Hundred Eleven Thousand and 00/100 Dollars (\$111,000.00), plus interest on the unpaid principal balance at the rate of five and one quarter percent (5.25%) per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing on the 30th day following delivery of the Bond and continuing on the corresponding day of each month for the first twenty-four (24) months after the date hereof, and \$563.00 covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of forty (40) years from the date of this Bond, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to the principal. Payments shall be made at the office of the Municipal Bond Commission, Charleston, West Virginia, and shall be mailed to the registered owner hereof at the address as it appears on the books of the Issuer in its capacity as Registrar. Provided, however, for so long as the Government remains the owner of this Bond, the Issuer shall remit payments directly to the Government or any agency or department thereof.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Issuer. Refunds and extra payments, as defined in the regulations of Rural Economic and Community Development, successor in interest to the Farmers Home Administration, according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Issuer to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Issuer shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Issuer may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Issuer, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Issuer, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Issuer to the Government without demand. Issuer agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Issuer hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of construction of improvements to a water system (the "System") of the Issuer, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Issuer, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Bond Legislation, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Article 19 of Chapter 8 of the West Virginia Code (herein called the "Act").

If at any time it shall appear to the Government that Issuer may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Issuer will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government,

This Bond is given as evidence of a loan to Issuer made or insured by the Government pursuant to the Consolidated Farmers Home Rural Development Act. This Bond shall be subject to the present regulations of Rural Economic and Community Development, successor in interest to the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

The initial address of Government for purposes of bond registration is P.O. Box 678, Morgantown, WV 26505.

IN WITNESS WHEREOF, the TOWN OF CLENDENIN has caused this Bond to be executed by its Mayor and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Recorder, all as of the date hereinabove written.

TOWN OF CLENDENIN

(SEAL)

By: _____
Mayor
P.O. Box 694
Clendenin, WV 25045

ATTEST:

By: _____
Recorder

(Form Of)

RECORD OF ADVANCES

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

TOTAL \$ _____

(Form of Assignment)

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:

ARTICLE IV

INTERIM CONSTRUCTION FINANCING

Section 4.01. Authorization and General Terms. In order to pay certain costs of the Project pending receipt of the gross proceeds of the Bonds, the Issuer may issue and sell its Note or Notes (the "Notes"), in an aggregate principal amount not to exceed \$111,000. The Notes may be issued as evidence of a line of credit from a commercial bank or other lender, at the discretion of the Issuer, and as shall be set forth in a resolution supplemental hereto. The Notes shall bear interest from the date or dates, at such rate or rates, payable on such date or dates and shall mature on such date or dates and be subject to such prepayment or redemption, all as provided in the supplemental resolution.

Section 4.02. Terms of and Security for Notes. The Notes, if issued, shall be issued with such terms and secured in the manner set forth in a supplemental resolution.

Section 4.03. Notes are Special Obligations. The Notes shall be special obligations of the Issuer payable as to principal and interest solely from the proceeds of the Bonds, grant proceeds, surplus revenues, letter of credit proceeds, if any, and other sources. The Notes do not and shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions. The general funds of the Issuer are not liable and neither the full faith and credit nor the taxing power, if any, of the Issuer is pledged for the payment of the Notes. The holders of the Notes shall never have the right to compel the forfeiture of any property of the Issuer. The Notes shall not be a debt of the Issuer, nor a legal or equitable pledge, charge, lien or encumbrance upon any property of the Issuer or upon any of its income, receipts or revenues except as set forth in the supplemental resolution.

Section 4.04. Execution of Documents. The Notes, Credit Agreement and any other documents required to be executed by the commercial bank or other lender shall be executed in the name of the Issuer by the Mayor, and the Mayor and Recorder are hereby authorized to execute any Note, Notes, Credit Agreement or any other documents necessary to secure the interim financing.

ARTICLE V

REVENUES AND APPLICATION THEREOF;
DISPOSITION OF BOND PROCEEDS; FUNDS AND ACCOUNTS

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are created and established with and shall be held by the Depository Bank, separate, distinct and apart from all other funds or accounts of the Depository Bank and from each other:

- (1) Revenue Fund;
- (2) Project Construction Account;
- (3) Operation and Maintenance Fund; and
- (4) Depreciation Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created and established with the Commission:

- (1) Series 1995 Bonds Sinking Fund;
 - (a) Within the Series 1995 Bonds Sinking Fund, the Series 1995 Bonds Reserve Account.

Section 5.03. Bond Proceeds; Project Construction Account. All moneys received from the sale of any or all of the Bonds shall be deposited upon receipt by the Issuer in the Depository Bank, a member of Federal Deposit Insurance Corporation (FDIC), in a special account hereby now established and designated as "Town of Clendenin Water System Construction Account (herein called the "Project Construction Account"). The moneys in the Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by such bank by securities or in a manner lawful for the securing of deposits of state and municipal funds under West Virginia law. Moneys in the Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

Until completion of the construction of the Project, the Issuer will transfer from the Project Construction Account and pay to the Purchaser on or before the due date, such sums as shall be from time to time required to make the monthly installment payments on the Bonds if there are not sufficient Net Revenues to make such monthly payment.

If the Issuer shall determine at any time that all funds on deposit in the Project Construction Account exceed the estimated disbursements on account of the Project for the ensuing ninety (90) days, the Issuer may invest such excess funds in Qualified Investments.

Pending application as provided in this Section 5.02, money and funds in the Project Construction Account shall be invested and reinvested at the direction of the Issuer, to the extent possible in accordance with applicable law, in Qualified Investments.

When construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made, any balance remaining in the Project Construction Account shall be disposed of in accordance with the regulations of the Purchaser.

Section 5.04. Covenants of the Issuer as to Revenues and Funds. So long as the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 1995 Bonds Reserve Account, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the holder of the Bonds as follows:

(A) Revenue Fund. The entire Gross Revenues derived from the operation of the System, and all parts thereof, and all Tap Fees received, shall be deposited as collected by the Issuer in a special fund in a bank or trust company in the State of West Virginia which is a member of FDIC, which Fund, known as the "Revenue Fund" is hereby established with the Depository Bank. The Revenue Fund shall constitute a trust fund for the purposes provided herein and shall be kept separate and distinct from all other funds of the Issuer and used only for the purposes and in the manner provided herein.

(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 Issuer shall first each month deposit sufficient moneys from the Revenue Fund into the Operation and Maintenance Fund to pay all current Operating Expenses.

(2) The Issuer shall next, each month, on or before the due date of payment of each installment on the Bonds, transfer from the Revenue Fund and deposit into the Series 1995 Bonds Sinking Fund, if the Bonds are no longer owned by RECD, or remit to the holder of the Bonds if still held by RECD at the address designated and/or the National Finance Office designated in the Bonds (or such other place as may be provided pursuant to the Bonds), the amount required to pay the interest on the Bonds, and to amortize the principal of the Bonds over the

life of the Bond issue. All payments with respect to principal of and interest the Bonds shall be made in accordance with the aggregate principal amount thereof outstanding.

(3) The Issuer shall next, on each date that payment is made as set forth in (2) above, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1995 Bonds Reserve Account herein created 1/12th of 1/10th of the amount, as of the date of calculation, equal to the maximum aggregate amount of principal and interest which will become due on the Bonds annually until the amount on deposit equals such annual maximum amount (the "Reserve Requirement"). After the Reserve Requirement has been accumulated in the Series 1995 Bonds Reserve Account, the Issuer shall monthly deposit into the Series 1995 Bonds Reserve Account such part of the moneys remaining in the Revenue Fund, after such provision for payment of monthly installments on the Bonds and for payment of Operating Expenses of the System, as shall be required to maintain the Reserve Requirement. Moneys in the Series 1995 Bonds Reserve Account shall be used solely to make up any deficiency in monthly payments of the principal of and interest on the Bonds as the same shall become due or for prepayment of installments on the Bonds, or for mandatory prepayment of the Bonds as hereinafter provided, and for no other purpose, in accordance with the aggregate principal amount thereof outstanding.

(4) The Issuer shall next, on each date that payment is made as set forth in (2) above, transfer from the Revenue Account and deposit in the Depreciation Fund, \$166.66 per month for one hundred twenty (120) months until there has been accumulated in the Depreciation Fund the aggregate sum of \$20,000 as required to maintain such amount therein. Moneys in the Depreciation Fund shall be used first to make up any deficiencies for monthly payments of principal of and interest on the Bonds as the same become due, and next to restore to the Series 1995 Bonds Reserve Account any sum or sums transferred therefrom. Hereafter, and provided that payments into the Series 1995 Bonds Reserve Account are current and in accordance with the foregoing provisions, moneys in the Depreciation Fund may be withdrawn by the Issuer and used for extraordinary repairs and for replacements of equipment and improvements for the System, or any part thereof.

(5) After all the foregoing provisions for use of moneys in the Revenue Fund have been fully complied with, moneys remaining therein and not permitted to be retained therein, if any ("Surplus Revenues"), may be used to prepay installments of the Bonds or for any lawful purpose.

Whenever the money in the Series 1995 Bonds Reserve Account shall be sufficient to prepay the Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Commission is hereby designated as the Fiscal Agent for the administration of the Series 1995 Bonds Reserve Account, and the Depository Bank is hereby designated as the Fiscal Agent for the administration of the Depreciation Fund, herein provided, and all amounts required for the Series 1995 Bonds Reserve Account and the Depreciation Fund will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein, together with written advice stating the amount remitted for deposit into each such fund.

All the funds provided for in this Section shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Bonds and the interest thereon, but the Commission and the Depository Bank shall not be a trustee as to such funds.

If on any payment date the Revenues are insufficient to make the payments and transfers as hereinabove provided, the deficiency shall be made up in the subsequent payments and transfers in addition to those which would otherwise be required to be made on the subsequent payment dates.

The Commission and the Depository Bank, at the direction of the Issuer, shall keep the moneys in the Series 1995 Bonds Reserve Account and the Depreciation Fund, respectively, invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund or account under this Bond Ordinance shall, unless otherwise provided herein or required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia State Board of Investments. 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 interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account.

(C) Change of Depository Agent and Fiscal Agent. The Issuer may designate another bank or trust company insured by FDIC as Fiscal Agent and Depository Bank if the aforesaid Bank should cease for any reason to serve or if the Governing Body determines by ordinance that said Bank or its successor should no longer serve as Fiscal Agent or Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser.

(D) User Contracts. The Issuer shall, prior to delivery of the Bonds, provide evidence that there will be 880 bona fide users of the proposed System when the extension of the System is completed and placed in operation, as well as 4 large volume users, and must obtain user agreements and the user contribution from each new user and deposit in the Water Project Construction Account all such new user contributions collected.

(E) Charges and Fees. The Issuer shall remit from the Revenue Fund to the Commission and to the Depository Bank such additional sums as shall be necessary to pay the charges and fees of the Commission and the Depository Bank then due.

(F) Investment of Excess Balances. The moneys in excess of the sum insured by the maximum amounts insured by FDIC in any of such funds or accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, in a lawful manner for securing deposits of state and municipal funds under the laws of the State.

(G) Remittances. All remittances made by the Issuer to the Commission and to the Depository Bank shall clearly identify the fund or account into which each amount is to be deposited.

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

ARTICLE VI

GENERAL COVENANTS

Section 6.01. General Statement. So long as the Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Account a sum sufficient to prepay the entire principal of the Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of

prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Purchaser.

Section 6.02. Rates. The Issuer will, in the manner provided in the Act, fix and collect such rates, 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 produce net revenues equal to not less than one hundred ten percent (110%) percent of the annual debt service on the Bonds and to make the payments required herein into the Reserve Account and the Depreciation Reserve and all the necessary expenses of operating and maintaining the System during such fiscal year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate revenues for such purposes.

Section 6.03. Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Bonds are outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 6.04. Issuance of Additional Parity Bonds or Obligations. No additional parity bonds or obligations payable out of the revenues of the System or any part thereof shall be issued after the issuance of the Bonds pursuant hereto except with the prior written consent of the Purchaser or the then holder of or Trustee or agent for the holders of the Bonds.

Section 6.05. Insurance and Bond. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Bonds remain outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) Real Property Insurance, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all above-ground structures of the System in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured not later than the date of delivery of the Bonds.

(c) Vehicular Public Liability Insurance, in the event the Issuer owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the Issuer is operated at any time or times for the benefit of the Issuer, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from such operation of vehicles, such insurance to be procured prior to acquisition or commencement of operation of any such vehicle for the Issuer.

(d) Workers' Compensation Coverage for all Employees of the Town Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of one hundred percent (100%) of the construction contract, will be required of each prime contractor, and such payment bonds will be filed with the Clerk of the

County Commission of Kanawha County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation insurance will be maintained as required by the laws of the State of West Virginia.

(e) Fidelity Bonds will be provided as to every member of the Governing Body and every officer and employee of the Town having custody of the Revenue Fund or of any revenues or other funds of the System in an amount at least equal to the total annual debt service requirements for all outstanding RECD, formerly FmHA, loans.

(f) Flood Insurance to be procured, to the extent available at reasonable cost to the Issuer.

(g) Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, during construction of the Project and so long as the Bonds are outstanding, the Issuer will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the Issuer, and during such construction will require each contractor and subcontractor to carry insurance, of such types and in such amounts as the Purchaser may specify, with insurance carriers or bonding companies acceptable to the Purchaser.

Section 6.06. Statutory Mortgage. For the further protection of the holders of the Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon delivery of the Bonds.

Section 6.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

(A) Failure to make payment of any monthly amortization installment at the date specified for payment thereof and/or;

(B) Failure duly and punctually to observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Bonds or herein, or violation of or failure to observe any provision of any pertinent law or of this Bond Ordinance.

Section 6.08. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, the Purchaser may proceed to protect and enforce its rights by an appropriate action in any court of competent jurisdiction, either for the specific performance of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights and shall have all rights prescribed by the Act, W.Va. Code and other applicable law.

Upon application by the Purchaser, such court may, upon proof of such default, appoint a receiver for the affairs of the Issuer and the System. The Receiver so appointed shall administer the System on behalf of the Issuer, shall exercise all the rights and powers of the Issuer with respect to the System, shall proceed under the direction of the court to obtain authorization to increase rates and charges of the System, and shall have the power to collect and receive all revenues and apply the same in such manner as the court may direct.

Section 6.09. Fiscal Year; Budget. While the Bonds are outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a fiscal year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than thirty (30) days prior to the beginning of each fiscal year, the Issuer agrees to adopt an

Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such fiscal year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each fiscal year.

If for any reason the Issuer shall not have adopted an Annual Budget before the first day of any fiscal year, it shall adopt a Budget of Current Expenses from month to month until the adoption of an Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the year next preceding by more than ten percent (10%); and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 6.10. Compensation of Members of Governing Body. The Issuer hereby covenants and agrees that no compensation for policy direction shall be paid to the members of the Governing Body in excess of the amount permitted by the Act. Payment of any compensation to any such member for policy direction shall not be made if such payment would cause the Net Revenues to fall below the amount required to meet all payments provided for herein, nor when there is default in the performance of or compliance with any covenant or provision hereof.

Section 6.11. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer and on file with the Recorder on the date of adoption hereof, subject to permitted changes.

Section 6.12. Books and Records; Audits. 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 the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer 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 certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer further covenants to comply with the Act with respect to such books, records and accounts.

Section 6.13. Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and maintain the System as a revenue-producing utility as herein provided so long as the Bonds are outstanding.

Section 6.14. No Competition. To the extent legally allowable, the Issuer will not permit competition with the System within its boundaries or within the territory served by it and will not grant or cause, consent to or allow the granting of any franchise, permit or other authorization for any person, firm, corporation, public or private body, agency or instrumentality whatsoever to provide any of the services supplied by the System within the boundaries of the Issuer or within the territory served by the System.

Section 6.15. Tax Covenants as to Tax Exempt Status of Bonds.

1. The Issuer covenants that (a) it shall not permit or cause to be done any act or thing which would result in the loss of exemption from tax of interest on the Bonds under Section 103(a) of the Internal Revenue Code and the

regulations thereunder, or under any successor or similar provision of the Internal Revenue Code hereinafter enacted and applicable to the Bonds and regulations thereunder; (b) it shall not invest or otherwise use or permit or cause to be invested or used, any of the proceeds of the Bonds, or moneys deemed to be proceeds of the Bonds under the Internal Revenue Code, directly or indirectly, in any manner which would result in such Bonds being classified as an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Service Code or regulations thereunder, and each shall comply with the requirements of such Section and (c) no part of the proceeds of the Bonds or any funds held under the Ordinance shall at any time be used directly or indirectly for any purpose for which would cause the Bonds to be subject to treatment as a "private activity bond" under the Internal Revenue Code or regulations thereunder and to that end the Issuer will comply with the applicable law as long as the Bonds are outstanding.

2. The Issuer hereby further covenants and agrees as follows:

A. **PRIVATE BUSINESS USE LIMITATION.** The Issuer shall assure that (i) not in excess of ten percent (10%) of the Net Proceeds of the Bond are used for private business use if, in addition, the payment of more than ten percent (10%) of the principal or ten percent (10%) of the interest due on the Bond during the term thereof is, under the terms of the Bond 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 that (ii) in the event that both (A) in excess of five percent (5%) of the Net Proceeds of the Bonds are used for a private business use, and (B) an amount in excess of five percent (5%) of the principal or five percent (5%) of the interest due on the Bonds during the term thereof is, under the terms of the 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 the Issuer, in respect of property or borrowed money used or to be used for said private business use, then said excess over said five percent (5%) of Net Proceeds of the 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 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.

B. **PRIVATE LOAN LIMITATION.** The Issuer shall assure that not in excess of five percent (5%) of the Net Proceeds of the Bonds 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 Bonds to be "federally guaranteed" within the meaning of Section 149 (b) of the Code and Regulations promulgated thereunder.

D. **INFORMATION RETURN.** The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the 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 those deemed necessary by the Holder) so that the interest on the Bond 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 those determined by the Holder) which would adversely affect such exclusion.

ARTICLE VII

RATES, RULES, COVENANTS, ETC.

Section 7.01. Initial Schedule of Rates and Charges.

A. The schedule of rates and charges for the services and facilities of the System shall be as set forth in an Order of the Public Service Commission dated July 21, 1994, in Case Number 94-0401-W-MA, as confirmed in an Order dated September 29, 1995, in Case Number 95-0586-W-CN, which order is incorporated herein by reference and is made a part hereof.

B. The Issuer hereby modifies and enacts to the extent necessary the rates and charges as set out in the above-referenced order and to be included on a tariff sheet to be filed with the Public Service Commission which rates and conditions are as follows:

APPLICABILITY

Applicable in entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service.

RATE

First	1,000 gallons used per month	\$	6.86 per 1,000 gals
Next	9,000 gallons used per month	\$	3.53 per 1,000 gals
Next	20,000 gallons used per month	\$	3.02 per 1,000 gals
Next	20,000 gallons used per month	\$	2.02 per 1,000 gals
All Over	50,000 gallons used per month	\$	1.51 per 1,000 gals

SERVICE CONNECTION FEE

For furnishing and installing one (1) tap with service line, meter, meter yoke, meter tile, and lid - cost or \$250.00, whichever is less.

MINIMUM CHARGE

No bill will be rendered for less than the following amounts, according to the size of the meter installed; to wit:

5/8 inch meter, or less	\$	6.86 per month
3/4 inch meter		10.30 per month
1 inch meter		17.16 per month
1 1/4 inch meter		25.06 per month
1 1/2 inch meter		34.32 per month
2 inch meter		54.91 per month
3 inch meter		102.96 per month
4 inch meter		171.60 per month
6 inch meter		343.20 per month
8 inch meter		549.12 per month

QUARTERLY OR BI-MONTHLY BILLING

The above rates and charges may be adjusted to a quarterly or bi-monthly basis, providing no lower charges.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full within twenty (20) days of bill, ten percent (10%) will be added to the net amount shown.

Charge for turning water off and on pending repairs to plumbing by the consumer on his premises - \$15.00.

MULTIPLE OCCUPANCY

Where multiple service is rendered through one (1) water meter, the monthly water bill shall not be less than the minimum charge for a 5/8-inch meter, multiplied by the number of families, apartments, residences, stores, offices, mobile homes (house trailers), or other units receiving water from such meter.

Section 7.02. Further Covenants

The Issuer hereby further covenants and agrees as follows:

A. There shall not be any discrimination or differential in rates between customers in similar circumstances.

B. The Issuer may require any applicant for any service by the System to deposit a reasonable and equitable amount to insure payment of all charges for the services rendered by the System, which deposit shall be handled and disposed of under the applicable rules and regulations of the Public Service Commission of West Virginia.

C. The Issuer, to the extent permitted by law, will not accept payment of any water bill from a customer served with water and sewer services by the Issuer without payment at the same time of a sewer bill owed by such customer for the same premises.

D. All delinquent fees, rates and charges for services or facilities of the System shall be liens on the premises served of equal degree, rank and priority with the lien on such premises of state, county, school and municipal taxes, as provided in the Act. The Issuer shall have such remedies and powers as are provided under the Act and other applicable provisions of law with regard to the collection and enforcement of such fees, rates and charges.

E. The Issuer will not render or cause to be rendered any free services of any nature by the System nor any of the facilities; and in the event that the Issuer or any department, agency, officer or employee thereof should avail itself or themselves of the services or facilities of the System, the same fees, rates and charges applicable to other customers receiving like services under similar circumstances shall be charged, such charges shall be paid as they accrue, and revenues so received shall be deposited and accounted for in the same manner as other Revenues of the System.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Defeasance of Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Bonds, 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 Owner of the Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 8.02. Filing Under Uniform Commercial Code. Contemporaneously with the delivery of the Bond, the Issuer shall execute Financing Statements meeting the requirements of the Uniform Commercial Code of West Virginia and promptly thereafter shall file such Financing Statements in the offices of the Secretary of State of West Virginia and of the Clerk of the County Commission of Kanawha County.

Section 8.03. Delivery of Bonds. The Mayor and Recorder of the Governing Body are hereby authorized and directed to cause the Series 1995 Bonds, numbered R-1, hereby awarded to the Purchaser pursuant to prior agreement, to be delivered to the Purchaser as soon as the Purchaser will accept such delivery.

Section 8.04. Severability of Invalid Provision. If any one or more of the covenants, agreements or provisions hereof 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 be null and void and shall be deemed separable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Bonds.

Section 8.05. Conflicting Provisions Repealed. All ordinances and orders, or parts thereof, in conflict with the provisions hereof are, to the extent of such conflicts, hereby repealed; provided that this Section shall not be applicable to the Loan Ordinance (Form FmHA 442-47).

Section 8.06. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 8.07. Modification or Amendment. The Bond Ordinance may not be modified or amended in any material manner after final passage without the prior written consent of the Purchaser and/or holder of the Bonds.

Section 8.08. 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 applicable thereto; and that the Mayor, 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 8.09. Supplemental Resolutions. The Issuer may pass such supplemental resolutions, if necessary, to effectuate the purposes and intent of this Ordinance.

Section 8.10. Effective Time. This Ordinance shall take effect immediately upon its adoption.

Section 8.11 Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Bond 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 two successive weeks within a period of fourteen consecutive days, with at least six full days intervening between each publication, in a qualified newspaper published in Kanawha County and having a general circulation in the Town of Clendenin, together with a notice stating that this Bond Ordinance has been adopted and that the Issuer contemplates the issuance of the Bond, and that any person interested may appear before the Town Council upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Bond Ordinance and notice, and present protests, and that a certified copy of the 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 - November 27, 1995.
Passed on Second Reading - December 5, 1995.
Passed on Third and Final
Reading Following Public Hearing - December 11, 1995.

TOWN OF CLENDENIN

By: *James M. [Signature]*
Mayor

[SEAL]

Attest:

By: *Ernest C. [Signature]*
Recorder

CERTIFICATION

I, Evelyn Robertson, Recorder of the Town of Clendenin, hereby certify that the foregoing is a true and correct copy of an Ordinance approved at a meeting of the Town Council of the Town of Clendenin held on December 11, 1995. I further hereby certify that the action of said Town Council set forth therein remains in full force and effect and has not been amended or repealed.

WITNESS my signature on this 11th day of December, 1995.



Recorder

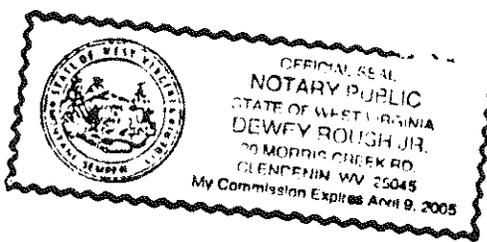
STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

The foregoing instrument was acknowledged before me this 19 day of December, 1995, by James M. Clendenin, the Mayor of the Town of Clendenin, a municipal corporation and a political subdivision of the State of West Virginia, on behalf of said municipality.

My commission expires April 9 - 2005.

Dewey Rough Jr.
NOTARY PUBLIC



THIS DOCUMENT WAS PREPARED BY:
W. K. Bragg, Jr., Goodwin + Goodwin

This instrument was presented to the Clerk of the County
Commissioner of Kanawha County, West Virginia, on
and the same is admitted to record.

DEC 19 1995

Teste: Alma J. [Signature] Clerk
Kanawha County Commission

November 27, 1995

The Common Council for the Town of Clendenin met in regular session this date.

Present: Mayor James Clendenin
Recorder Evelyn Robertson
Attorney Richard Facemire
Council Members: Alfred Gurney, Jr., Luther Smith,
Gary Bledsoe, Norman Lewis and H. Ray Woods

Guests: Sylvia Hatcher, Pat Settle, Betty Payne, Jane Gurney, Martha Deel, Pat Monk, Bob Strickland, Joe Gibson, Guy Braley, Goldie Deel, Marie Hinkle, Glenn A. Summers, Kay M. Summers, Don Pendola, Duke Roush, Gene Mullins, Bill Stump, Fred Ellis, Jim Urban, Gene Green, Denzil Swiney, Bobbi K. Dixon, Dave Knight, Sid Oliver, Ron Bandy, H. Ted Shafer, Tim Baker, Bill Bragg and Jim Hildreth

The meeting was called to order by Mayor Clendenin who welcomed all guests. The minutes of the previous meeting were read and approved.

Unfinished Business

Mayor Clendenin reported that the Mary Osborne Cemetery deed was signed by all the trustees of the Methodist Church except one and should be completed soon to establish proper ownership of the property the town sold.

A meeting of the Homecoming '96 committee was announced for Tuesday, November 28, at 6:30 p.m. All those interested in serving on the committee were welcome to attend.

New Business

Mayor Clendenin asked that an ordinance be drafted concerning the filling of any unexpected vacancies on council. Councilman Gurney placed in proper motion that if a council position opens because of death or resignation, the next person with the highest votes from the last election be appointed to fill the vacancy. If no one is left from the ballot, then the town council will seek other persons qualified and make a selection. The motion was duly seconded by Councilman Smith. The motion carried with two negative votes. Attorney Facemire will prepare the ordinance.

Mayor Clendenin introduced Attorney William Bragg from the Law Firm of Goodwin and Goodwin, Bond Counsel for the Rural Economic and Community Development service to address any questions council members may have concerning the ordinance authorizing the acquisition and construction of municipal properties and issuance of water revenue bonds, series 1995, of the Town of Clendenin, in the amount of \$111,000 to finance the acquisition and construction of improvements to the public water system. Interest on bond is to be 5.58%. The bond ordinance must be read and approved after three readings before passage. A public hearing is to be held before council on December 11, 1995 at 7:00 p.m. at the Community Center. Any person or persons interested may appear before council and be heard as to whether or not the ordinance shall be put into effect. All suggestions, protests and objections to the issuance of the Bonds will be heard by council.

Councilman Gurney asked for a report of the bids for the water company project. Engineer Jim Hildreth reported the following bids were received.

Low bidder, Garry A. Matheney Construction, Inc. of Spencer (\$75,889)
Second lowest, Welding, Inc. of Charleston (\$106,350)
Third lowest, Young Builders and Construction, Nitro (\$123,127.50)
Fourth, Jimmy Dunn Excavator Co., Sissonville (\$131,820.50)
Fifth, Construction Resources Co., Charleston (\$140,568)
Sixth, Hayslett Construction, Hurricane (\$162,715)

Councilman Gurney was also concerned with the wording in Section B, of Article I, Statutory Authority, Findings and Definition, Line 10, described as water line extensions, pumps, pumping stations. He asked that it be revised as water project improvements. He placed in proper motion for the change to be made and the motion was duly seconded by Councilman Lewis. The motion carried.

Another concern was the repayment of the loan. Councilman Gurney asked if part of the loan could be paid at the end of each year with surplus revenue from the water companies "sinking fund". The fund is required by federal law and is designed to pay for emergency repairs.

The construction of the sludge ponds deadline which was mandated by the Federal Environmental Protection Agency was November 1995. Board members felt that as long as an honest effort was made toward construction and meeting all the guidelines, the company would not be penalized. Construction is to start in the spring of 1996. Town Council voted on February 23, 1995 for the water company to apply for the Rural Economic and Community Development loan. The 40-year loan will cost the town \$591 a month. Total cost of the loan with interest will be \$283,680.

Councilman Bledsoe placed in proper motion that the ordinance be read for the first time. It was duly seconded by Councilman Gurney. The motion carried.

A special meeting was announced for Tuesday, December 5, 7:00 p.m. for the purpose of a second reading of the ordinance. Notice will be given to the public for the meeting.

With no other business to come before council, same adjourned.


Mayor James Clendenin


Recorder Evelyn Robertson

December 5, 1995 7:00 p.m.

The Common Council for the Town of Clendenin met in special session this date and time for the purpose of a second reading of an ordinance authorizing the acquisition and construction of municipal properties and issuance of water revenue bonds, series 1995, of the Town of Clendenin, in the amount of \$111,000 to finance the acquisition and construction of improvements to the public water system.

Present:

Mayor James Clendenin
Recorder Evelyn Robertson
Council Members: Alfred Gurney, Jr., Luther Smith,
Norman Lewis, Gary Bledsoe and H. Ray Woods

Guests: Sylvia Hatcher, Jane Gurney, Betty Payne, Pat Settle, Henry T. Shafer, Tim Baker, Pat Monk, Ronald Deel, Martha Deel, Don Pendola, Duke Roush, Mike Zernie, H. Wyatt Hanna, III, Billy G. Stump, Jack Suttle, William Bragg and Jim Heldreth

The meeting was called to order by Mayor Clendenin who welcomed all guests.

Attorney William K. Bragg of the Law Firm of Goodwin and Goodwin, Bond Counsel for the Rural Economic and Community Development service addressed the changes that were made in the ordinance regarding the interest rate that had been reduced by RECD from 5.58% to 5.25%. The monthly payment is also reduced in the bond. The wording in Article I, Section 1.02, paragraph B, Line 10, described as water line extensions, pumps, pumping stations was changed to read water project improvements. Adjustment was also made to add three readings of the ordinance.

Councilman Smith asked for a financial report from the Water Company. H. Ray Woods, Board member responded that it would be presented at the next regular council meeting. He also questioned the profit of the company for last year in the audit report of Suttle and Stalnaker, Certified Public Accountants that showed an income of \$262,500 and expenses being \$227,550. Mr. Suttle responded that after all deductions the actual profit was \$5,000.

Councilman Smith presented a plan for reducing the debt in one year by charging each of the 882 water customers \$125.85 for one year which would amount to a revenue of \$110,999.97. If each customer could make monthly payments of \$10.48 the revenue would amount to \$110,920.32 in one year. This would be a surcharge in addition to a customers regular water bill.

Mr. H. Wyatt Hanna, III, Attorney for the Clendein Water Company explained that an ordinance would have to be drafted with the approval of the Public Service Commission, read before council with a public hearing before it could be enacted.

No action was taken.

Councilman Bledsoe questioned if money left from construction could be paid on the loan. Attorney Hanna responded that it could be used.

Councilman Bledsoe placed in proper motion that the second reading be approved as amended. The motion was duly seconded by Councilman Woods. The motion carried.

With no other business to come before council, same adjourned.



Mayor James Clendenin



Recorder Evelyn Robertson

December 11, 1995

The Common Council for the Town of Clendenin met in regular session this date. A Public Hearing as advertised addressing the issue of passing on the third reading an ordinance authorizing the acquisition and construction of municipal properties and issuance of water revenue bonds, series 1995, of the Town of Clendenin, in the amount of \$111,000 to finance the acquisition and construction of improvements to the public water systems was held.

Present: Mayor James Clendenin
Recorder Evelyn Robertson
Attorney Richard Facemire
Council Members: Alfred Gurney, Jr., Luther Smith,
Gary Bledsoe, Norman Lewis and H. Ray Woods

Guests: Twenty-two

The meeting was called to order by Mayor Clendenin who welcomed all guest. The minutes of the previous meeting and special meeting were read and approved.

Mayor Clendenin introduced Attorney William Bragg of the Law Firm of Goodwin and Goodwin. Mr. Bragg noted that he was serving as bond counsel for the transaction of the loan in relation to the tax exempt bonds and was not counsel for RECD. They were offering an opinion on the issuance of tax exempt bonds. He explained that the ordinance required a minor modification on page 22. A copy of which was distributed to all council members. The advertising on that page was noted as being published in Clendenin and was changed to read in Kanawha County. He suggested that the ordinance be considered on third reading.

Questions concerning the ordinance were addressed.

Mrs. Bobbi K. Dixon requested a further explanation of another pay back plan that was presented at the previous council meeting. The following paragraph from the previous meeting minutes was re-read by Recorder Robertson. "Councilman Smith presented a plan for reducing the debt in one year by charging each of the 882 water customers \$125.85 for one year which would amount to a revenue of \$110,999.97. If each customer could make monthly payments of \$10.48 the revenue would amount to \$110,920.32 in one year. This would be surcharge in addition to a customers regular water bill. Mr. H. Wyatt Hanna, III, Attorney for the Clendenin Water Company explained that an ordinance would have to be drafted with the approval of the Public Service Commission, read before council with a public hearing before it could be enacted. No action was taken."

Mr. Sid Oliver asked if a rate increase could be expected. The answer was the previous rate increase would take care of the loan.

Councilman Smith questioned Mr. Jim Hildreth, Consulting Engineer, as to the water plant's condition being adequate. He responded that it should be adequate for the foreseeable future.

Mrs. Dixon asked what other fees brought the cost up to \$111,000 with the low bid of \$75,889. Mr. Bragg explained that with the construction was a contingency of \$3,111. Soft costs which included legal and administrative bond counsel, basic engineering costs, special services and project

contingencies \$32,000. Totalling \$111,000.

Gene Green, local businessman remarked that in calculating his own water bill at his business which used a lot of water averaged 43 cents a day. He felt the rates were much cheaper than another system would charge.

After all questions were addressed, Mayor Clendenin called for the motion. Councilman H. Ray Woods placed in proper motion that the ordinance be approved. The motion was duly seconded by Councilman Bledsoe. The vote was as follows: Councilman Smith - No, Councilman Bledsoe - Yes, Councilman Gurney - No, Councilman Woods - Yes, Councilman Lewis - No, Recorder Robertson - Yes. Mayor Clendenin voted to break the tie vote by explaining that if the town did not come in compliance with the EPA ruling, a burden would be created on the people and he did not feel that they were elected to create such a burden. He voted Yes to move forward with the project. The ordinance was duly approved.

A motion was needed for Mr. H. Wyatt Hanna, III, Attorney for the Clendenin Water Company/^{to} be retained as legal counsel for the project working with the Town's Attorney Richard Facemire. This was placed in proper motion by Councilman Gurney and duly seconded by Councilman Woods. The motion carried.

New Business

Bills were presented for approval with the motion for approval being made by Councilman Woods and seconded by Councilman Gurney. Approval carried.

Recorder Robertson requested that council continue with the tradition of giving \$50.00 Christmas bonuses to the employees along with turkeys and turkeys to be given to the three CWEP workers also. This was placed in proper motion by Councilman Woods and seconded by Councilman Lewis. The motion carried.

Attorney Facemire reported that he would have the ordinance regarding the succession of a council member if one resigned or died before their term had expired drafted and ready for the first reading at the next council meeting.

Committee Reports

Recorder Robertson reported on the progress of the Homecoming '96 project and the kick-off with the tree lighting, carol singing and concert being very successful. She thanked all those involved.

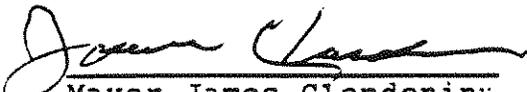
Councilman Woods reported that the brakes on the street department truck had been repaired.

Councilman Smith reported that the Library would have an Christmas Open House on Thursday, December 14th at 6:30 p.m.

Julie Lynch of the Clendenin Woman's Club thanked Councilman Bledsoe and Gurney for their help with the line up of the Christmas parade.

Dr. Jack Robertson addressed council and congratulated the Mayor and Council for having the support of the people of Clendenin and in what he could see as tremendous improvements in the town.

With no other business to come before council, same adjourned.


Mayor James Clendenin


Recorder Evelyn Robertson

**NOTICE TO RESIDENTS OF
THE TOWN OF CLENDENIN
KANAWHA COUNTY
WEST VIRGINIA
AND OTHER PERSONS
INTERESTED IN ORDINANCE
FOR PROPOSED ISSUANCE
OF \$111,000
WATER REVENUE BONDS
SERIES 1995**

Pursuant to the provisions of West Virginia Code Chapter 8, Article 19, as amended, you hereby notified that at a meeting of the Town Council (the "Council") of the Town of Clendenin, West Virginia (the "Town"), held on the 27th day of November, 1995, the Council passed and adopted on first reading an Ordinance Authorizing the Acquisition and Construction of Municipal Properties and Issuance of Water Revenue Bonds, Series 1995, of Town of Clendenin, in the Amount of \$111,000, to Finance the Acquisition and Construction of Improvements to a Public Water System; Defining and Prescribing the Terms and Provisions of the Bonds; Providing for Interim Construction Financing; Placing Limit on Sale of System; Providing Generally for the Rights and Remedies and Security of the Holders of the Bonds; Providing Statutory Lien on Revenues and System; Providing for the Adoption, Ratification, Approval and Collection of Rates and Charges for the Public Water System; and Providing General Terms and Providing When this Ordinance Shall Take Effect (the "Ordinance") authorizing the issuance of Water Revenue Bonds, Series 1995 (the "Bonds"), of the Town in the amount of \$111,000. The Bonds will provide funds to finance the cost of the acquisition and construction of betterments and improvements for the existing water system of the Town including all necessary water project improvements and necessary appurtenances within the Town.

The entire amount of the principal of and interest on the Bonds will be paid solely and only from the revenues received from operation of the water system of the Town to be amortized over a period of 38 years. The Ordinance provides provisions with respect to the final interest rate which may be but cannot exceed 5.625% per annum.

A copy of the Ordinance and a copy of the plans and specifications of the proposed project are available for examination by any interested person at the Mayor's Office during regular office hours of such office which are 8:00 a.m. to 4:00 p.m. Monday through Friday.

The Ordinance will be considered for approval on second reading at a special meeting of the Council to be held on Tuesday, December 5, 1995, at 7:00 p.m., and will be considered for approval on third and final reading and a public hearing to be held before the Council on December 11, 1995, at 7:00

LEGAL ADVERTISEMENT

p.m. All meetings of the Council and the public hearing will be held at the Recreational Center, 104 1st Street, Clendenin, West Virginia. Any person or persons interested may appear before the Council and be heard at the public hearing as to whether or not the Ordinance shall be put into effect. All suggestions, protests and objections to the issuance of the Bonds will be heard by the Council.

Dated this 27th day of November, 1995.
THE TOWN OF CLENDENIN
Kanawha County, West Virginia
James M. Clendenin, Mayor
Evelyn Robertson, Recorder
(3022066)

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1-800-WVA-NEWS
FEIN 55-0676079

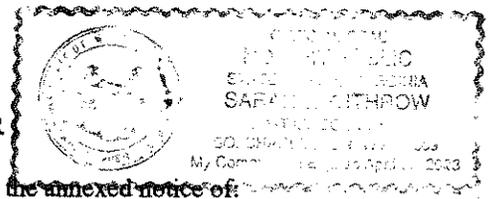
INVOICE DATE	12/11/95
ACCOUNT NBR	032120001
SALES REP ID	0078
INVOICE NBR	277004001

Legal pricing is based upon 67 words per column inch at a rate of \$.0825 per word.
Each successive insertion is discounted by 25 % of the first insertion rate (\$.061875 per word).

ISSUE DATE	AD TYPE	PUB	DESCRIPTION		AD NUMBER	AD SIZE	RATE	GROSS AMOUNT	NET AMOUNT
			REFERENCE NBR	PURCHASE ORDER #		TOTAL RUN			
				LEGAL DISCOUNT 25%				27.96-	83.88
TOTAL INVOICE AMOUNT									195.72

State of West Virginia, **AFFIDAVIT OF PUBLICATION**

I, Sandra Beeg of
THE CHARLESTON GAZETTE, A DAILY DEMOCRATIC NEWSPAPER
THE DAILY MAIL, A DAILY REPUBLICAN NEWSPAPER,
published in the city of Charleston, Kanawha County, West Virginia, do solemnly swear that the annexed notice of:



ATER REVENUE BONDS
was duly published in said paper(s) during the dates listed below, and was posted at the front door of the court house of said Kanawha County,
West Virginia, on the 2ND day of DECEMBER 1995. Published during the following dates: 12/01/95-12/08/95
Subscribed and sworn to before me this 12 day of December
Printers fee \$ 195.72

Sarah J. Wilhoite
Notary Public of Kanawha County, West Virginia



CHARLESTON NEWSPAPERS

P.O. Box 2993
Charleston, West Virginia 25330
Billing 348-4898
Classified 348-4848
1-800-WVA-NEWS

LEGAL ADVERTISING INVOICE

INVOICE DATE	12/11/95
ACCOUNT NBR	032120001
SALES REP ID	0078
INVOICE NBR	277004001

M

BILLED TO

TOWN OF CLENDENIN
P. O. BOX 694
CLENDENING WV 25045

Please return this portion with your payment.
Make checks payable to: Charleston Newspapers

AMOUNT PAID: _____



CHARLESTON NEWSPAPERS

P.O. Box 2993
Charleston, West Virginia 25330
Billing 348-4898
Classified 348-4848
1-800-WVA-NEWS
FEIN 55-0676079

INVOICE DATE	12/11/95
ACCOUNT NBR	032120001
SALES REP ID	0078
INVOICE NBR	277004001

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ISSUE DATE	AD TYPE	PUB	DESCRIPTION		AD NUMBER	AD SIZE	RATE	GROSS AMOUNT	NET AMOUNT
			REFERENCE NBR	PURCHASE ORDER #		TOTAL RUN			
12/01	LEGF	GZ	277004001	WATER REVENUE BONDS	L302006	1X1013	5.52	55.92	111.84
12/01	LEGF	DM	277004001	WATER REVENUE BONDS	L302006	1X1013	5.52	55.92	
12/08	LEGR	GZ	277004002	WATER REVENUE BONDS		1X1013	5.52	55.92	
12/08	LEGR	DM	277004002	WATER REVENUE BONDS		1X1013	5.52	55.92	

State of West Virginia, **AFFIDAVIT OF PUBLICATION**

I, _____ of _____

published in the city of Charleston, Kanawha County, West Virginia, do solemnly swear that the annexed notice of: _____ was duly published in said paper(s) during the dates listed below, and was posted at the front door of the court house of said Kanawha County, West Virginia, on the _____ day of _____. Published during the following dates: _____
Subscribed and sworn to before me this _____ day of _____.
Printers fee \$ _____

Notary Public of Kanawha County, West Virginia

\$111,000
TOWN OF CLENDENIN, WEST VIRGINIA
WATER REVENUE BONDS, SERIES 1995

GENERAL CERTIFICATE

1. TERMS
2. AWARD OF BONDS
3. NO LITIGATION
4. GOVERNMENTAL APPROVALS AND BIDDING
5. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
6. SIGNATURES
7. CERTIFICATION OF COPIES OF DOCUMENTS
8. PUBLIC SERVICE COMMISSION ORDER; RATES
9. INCUMBENCY AND OFFICIAL NAME
10. DELIVERY AND PAYMENT
11. LAND AND RIGHTS OF WAY
12. MEETINGS
13. CONTRACTORS' INSURANCE
14. CONNECTIONS
15. MANAGEMENT
16. RATES AND CHARGES
17. CONFLICT OF INTEREST

We, the undersigned MAYOR and the undersigned RECORDER of the TOWN OF CLENDENIN, Kanawha County, West Virginia (the "Issuer"), and the undersigned ATTORNEY for the Issuer, hereby certify in connection with the Town of Clendenin, Water Revenue Bonds, Series 1995, No. R-1, in the principal amount of \$111,000, bearing interest at the rate of 5.25% per annum, and dated on the date hereof (the "Bond"):

1. **TERMS:** All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as in the Ordinance enacted and adopted by the Town Council of the Issuer (the "Council") and effective on December 11, 1995 (the "Ordinance").

2. **AWARD OF BONDS:** The entire issue of the Bond has been duly awarded to the United States of America, United States Department of Agriculture, Rural Economic and Community Development, successor in interest to the Farmers Home Administration (the "Purchaser"), pursuant to a Letter of Commitment from the Purchaser and the Bond Ordinance.

3. **NO LITIGATION:** No controversy or litigation of any nature is now pending, or, to the knowledge of any of the undersigned, threatened restraining, enjoining or affecting the issuance and delivery of the Bond, nor questioning the proceedings and authority by which the Issuer authorized the issuance and sale of the Bond, nor affecting the validity of the Bond or any provisions made or authorized for the payment thereof; nor questioning the existence of the Issuer or the Council or the title of the members and officials thereof to their respective offices; nor questioning the additions, betterments and improvements to the water system of the Issuer (the "System") being financed out of the proceeds of sale of the Bond.

4. **GOVERNMENTAL APPROVALS:** All applicable approvals and certificates required by law for construction and operation of the System have been duly and timely obtained and remain in full force and effect. This includes a Certificate of Convenience and Necessity from the West Virginia Public Service Commission ("PSC") awarded pursuant to Case No. 95-0586-W-CN.

5. **NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS:** There has been no adverse change in the financial condition of the Issuer since the approval by the Purchaser of a loan to assist in the additions, betterments and improvements to the System.

The Issuer does not have outstanding any obligation payable from and entitled to any lien on the revenues of the System.

6. SIGNATURES: The undersigned MAYOR and RECORDER did, for the Issuer on the date hereof, officially execute and seal the Bond with the official corporate seal of the Issuer, an impression of which seal is on this certificate above our signatures and said officers are the duly elected, qualified and serving officers as indicated by the official titles opposite their signatures below, and are duly authorized to execute and seal the Bond for the Issuer.

7. 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:

- Orders creating and expanding the Issuer.
- Bond Ordinance.
- Notice of Public Hearing on Ordinance.
- Minutes of Adoption of Ordinance on First, Second and Third Readings and After Public Hearing.
- Sunshine Act Ordinance of Council.
- Oaths of Office of Mayor, Recorder and Members of Council
- Rate Ordinance
- Public Service Commission Certificate of Convenience and Necessity

8. PUBLIC SERVICE COMMISSION ORDER; RATES: The undersigned Attorney hereby covenants that he has filed any information with the PSC and taken any other actions required to maintain the PSC Order dated September 29, 1995, in full force and effect. The rates were enacted by ordinance adopted April 11, 1994, and the Issuer has complied with all requirements of the PSC to make the rates valid and effective, and such rates are in full force and effect.

9. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "Town of Clendenin", and it is a municipal corporation of the State of West Virginia located in Kanawha County, West Virginia. The governing body of the Issuer is the Mayor, its Council consisting of five (5) Council Members and the Recorder whose names, terms and offices are as follows:

<u>Name</u>	<u>Term</u>	<u>Office</u>
James M. Clendenin	June 30, 1997	Mayor
Evelyn Robertson	June 30, 1997	Recorder
Gary Bledsoe	June 30, 1997	Council Member
Alfred Gurney	June 30, 1997	Council Member
Luther Smith	June 30, 1997	Council Member
H. Ray Woods	June 30, 1997	Council Member
Norman Lewis	June 30, 1997	Council Member

The duly appointed and acting Attorney for the Issuer is H. Wyatt Hanna, III.

10. DELIVERY AND PAYMENT: On the date hereof, the Bond was delivered to the Purchaser at Clendenin, West Virginia, by the undersigned Mayor, and at the time of such delivery, the Bond had been duly and fully executed and

sealed on behalf of the Issuer in accordance with the above-mentioned Bond Ordinance.

At the time of delivery of the Bond, a payment was received by the undersigned Mayor, being a portion of the principal amount of the Bond, with additional portions of said principal amount to be paid to the Issuer as construction on the project progresses. Interest on advances upon the Bond at the rate of 5.25% per annum is payable upon each advance from the date hereof. The Bond Proceeds have been deposited in accordance with the terms of the Bond Ordinance.

The Bond is dated on the date hereof and interest thereon on the Bond at the rate of 5.25% per annum is payable on the Bond from such date.

11. **LAND AND RIGHTS OF WAY:** All land in fee simple and all rights of way and easements necessary for the construction, operation and maintenance of the System have been acquired or can and will be acquired by purchase, or if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Bond.

12. **MEETINGS:** All actions, ordinances, supplemental resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the construction, acquisition, operation and financing of the System were authorized or adopted at meetings of the Council of the Issuer duly and regularly called and held pursuant to all applicable statutes and the customary procedure of Council, and a quorum of duly elected or appointed, qualified and acting members of the Council was present and acting at all times during all such meetings.

13. **CONTRACTORS' INSURANCE:** All contractors will be required to maintain Workers' Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Letter of Conditions and Commitment of the Purchaser and the Bond Ordinance.

14. **CONNECTIONS:** The Issuer has received connection agreements from at least 880 bona fide new users and 4 large volume users and has deposited or will deposit forthwith any connection fees in the Project Construction Account in full compliance with the requirements of the Purchaser.

15. **MANAGEMENT:** The Issuer has heretofore delivered to the Purchaser a plan concerning operation and management of the System, which plan was found to be acceptable by the Purchaser.

16. **RATES AND CHARGES:** Based upon information submitted by the Consulting Engineers and the Issuer's Certified Public Accountant, the rates and charges for the System which were approved on April 11, 1994, and which will remain effective upon the completion of the Project, will, so long as the Bond is outstanding, provide Net Revenues sufficient to pay (a) the interest upon the Bond, (b) the principal amount of the Bond at or before its maturity and (c) a margin of safety or reserve for such Bond and for the payment into the Reserve Account created on account of the Bond.

17. **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 with respect to a sale or lease of any land, materials, supplies or services to the Issuer, or to any contractor supplying the Issuer, relating to the Bond, the authorizing

document 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.

WITNESS our signatures and the official corporate seal of the TOWN OF CLENDENIN on this 19th day of December, 1995.

(CORPORATE SEAL)

SIGNATURE

OFFICIAL TITLE

James M. [unclear]
Ernest G. [unclear]
H. Wyatt III

Mayor

Recorder

Attorney for Issuer

\$111,000
TOWN OF CLENDENIN
Water Revenue Bonds
Series 1995

ENGINEER'S CERTIFICATE

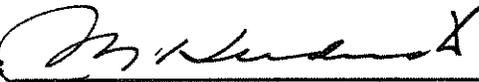
I, James B. Hildreth, Registered Professional Engineer, West Virginia License No. 7719, of Boyles and Hildreth, Spencer, West Virginia, hereby certify that my firm is engineer for the water system (the "Project") of Town of Clendenin to be constructed in Kanawha County, West Virginia, which construction and acquisition are being financed in part by the above-captioned revenue bonds of the Town.

I further certify that the Project will, to the best of my knowledge, be constructed in accordance with plans and specifications prepared by my firm and that such system is situate wholly or chiefly within the boundaries of said Town and not in any other municipality.

I further certify that the Project is adequate for the purposes for which it was designed and that all necessary governmental approvals and permits for the construction thereof have been obtained or can be obtained.

WITNESS my signature on this 19th day of December, 1995.

Boyles and Hildreth, Consulting
Engineers

By:  _____

Its: PRINCIPAL



CERTIFIED PUBLIC ACCOUNTANTS

**\$111,000
TOWN OF CLENDENIN
WATER REVENUE BONDS
SERIES 1995**

CERTIFIED PUBLIC ACCOUNTANT'S CERTIFICATE

Suttle & Stalnaker, Certified Public Accountants, Charleston, West Virginia, have reviewed the water service rates which were adopted by the Town of Clendenin (the "Town"), as evidenced by the Tariff attached hereto (the "Tariff") filed with the Public Service Commission of West Virginia and effective on August 20, 1994. Based on the information provided to us by the Town of Clendenin Municipal Waterworks System personnel and by Boyles and Hildreth, Consulting Engineers, it is our opinion that the schedule of rates set forth in the Tariff are adequate to pay operation and maintenance expenses of the System, as defined in the Bond Ordinance approved by the Town Council of the Issuer on December 11, 1995, and to pay principal and interest at a rate not in excess of 5.625% per annum on the Series 1995 Bond, as provided in the Bond Ordinance, and that such rates are sufficient to comply with the applicable provisions of the 1995 Bond issued by the Town to Rural Economic and Community Development on December 19, 1995.

Suttle & Stalnaker

December 19, 1995

Public Service Commission
at W.V. Fair Office

July 23 1994

RECEIVED

TOWN OF CLENDENIN, a municipal corporation
(Name of Utility)

OF

Cleundenin, West Virginia
(Location of Office)

Rates, Rules and Regulations for Furnishing WATER

AT

Cleundenin and vicinity, Kanawha County, West Virginia.

Filed with THE PUBLIC SERVICE COMMISSION
OF
WEST VIRGINIA

Issued July 21, 1994

Effective August 20, 1994

Issued by authority of an Order
of the Public Service Commission
of West Virginia in Case No. 94-0401-W-MA,
dated July 21, 1994.

Issued by TOWN OF CLENDENIN
(Name of Utility)

By *James L. Cullen*

Mayor

APPLICABILITY

Applicable in entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial, and industrial service.

(A) RATE

First	1,000	gallons used per month	\$	6.86	per 1,000	gals
Next	9,000	gallons used per month	\$\$	3.53	per 1,000	gals
Next	20,000	gallons used per month	\$\$\$	3.02	per 1,000	gals
Next	20,000	gallons used per month	\$\$\$	2.02	per 1,000	gals
All Over	50,000	gallons used per month	\$	1.51	per 1,000	gals

SERVICE CONNECTION FEE

For furnishing and installing one (1) tap with service line, meter, meter yoke, meter tile, and lid - cost or \$250.00, whichever is less.

(A) MINIMUM CHARGE

No bill will rendered for less than the following amounts, according to the size of the meter installed; to wit;

	5/8 inch meter, or less	\$	6.86	per month
	3/4 inch meter		10.30	per month
1	1 inch meter		17.16	per month
1	1 1/4 inch meter		25.06	per month
1	1 1/2 inch meter		34.32	per month
2	2 inch meter		54.91	per month
3	3 inch meter		102.96	per month
4	4 inch meter		171.60	per month
6	6 inch meter		343.20	per month
8	8 inch meter		549.12	per month

QUARTERLY OR BI-MONTHLY BILLING

The above rates and charges may be adjusted to a quarterly or bi-monthly basis, providing no lower charges.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the net amount shown.

Charge for turning water off and on pending repairs to plumbing by the consumer on his premises - \$15.00.

MULTIPLE OCCUPANCY

Where multiple service is rendered through one (1) water meter, the monthly water bill shall not be less than the minimum charge for a 5/8-inch meter, multiplied by the number of families, apartments, residences, stores, offices, mobile homes (house trailers), or other units receiving water from such meter.

(A) Indicates advance.

Public Service Commission
on W.V. Tariff Office

2002 3 31

RECEIVED

TOWN OF CLENDENIN, a municipal corporation
(Name of Utility)

OF

Cleundenin, West Virginia
(Location of Office)

Rates, Rules and Regulations for Furnishing WATER

AT

Cleundenin and vicinity, Kanawha County, West Virginia.

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OF
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1	1/2	inch meter		34.32	per month
2		inch meter		54.91	per month
3		inch meter		102.96	per month
4		inch meter		171.60	per month
6		inch meter		343.20	per month
8		inch meter		549.12	per month

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Charge for turning water off and on pending repairs to plumbing by the consumer on his premises - \$15.00.

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Where multiple service is rendered through one (1) water meter, the monthly water bill shall not be less than the minimum charge for a 5/8-inch meter, multiplied by the number of families, apartments, residences, stores, offices, mobile homes (house trailers), or other units receiving water from such meter.

(A) Indicates advance.

Introduced by

Councilman E. Michael Stout.

AN ORDINANCE PROVIDING FOR THE INCREASE OF RATES FOR WATER SERVICE FOR THE TOWN OF CLENDENIN:

WHEREAS, the Town of Clendenin's Municipal Water Works is in need of obtaining additional revenues for the services it renders in order that it continue to be self-supporting; and

WHEREAS, the expense of providing the Town of Clendenin and its surrounding area with fresh water has increased at an alarming rate; and

WHEREAS, repairs and improvements are needed to maintain and update the present system in order to provide for a more efficient operation; and

WHEREAS, the present rate schedule is not sufficient to cover the expenses necessary to provide the services demanded by the people of the Town of Clendenin;

NOW, THEREFORE, Be it Ordained by the Council of the Town of Clendenin, West Virginia:

That the existing schedule of rates for water and related services be modified as follows:

APPLICABILITY

Applicable in entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial, and industrial service.

RATE

First	1,000	gallons used	per month	\$	6.86	per	1,000	gals
Next	9,000	gallons used	per month	\$	3.36	per	1,000	gals
Next	20,000	gallons used	per month	\$	3.02	per	1,000	gals
Next	20,000	gallons used	per month	\$	2.02	per	1,000	gals
All Over	50,000	gallons used	per month	\$	1.51	per	1,000	gals

SERVICE CONNECTION FEE

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1	1/2	inch meter		34.32	per month
2		inch meter		44.91	per month
3		inch meter		102.96	per month
4		inch meter		171.60	per month
5		inch meter		243.20	per month
6		inch meter		349.12	per month

QUARTERLY OR BI-MONTHLY BILLING

The above rates and charges may be adjusted to a quarterly or bi-monthly basis, providing no lower charges.

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the net amount shown.

Charge for turning water off and on pending repairs to plumbing by the consumer on his premises - \$15.00.

MULTIPLE OCCUPANCY

Where multiple service is rendered through one (1) water meter, the monthly water bill shall not be less than the minimum charge for a 5/8-inch meter, multiplied by the number of families, apartments, residences, stores, offices, mobile homes (house trailers), or other units receiving water from such meter.

Units

EFFECTIVE DATE

The modifications hereinabove set out shall not take effect for a period of forty-five (45) days after passage of the ordinance.

This Ordinance was introduced and read for the first time at a meeting of the council held on the 14th day of March, 1994, and came on for a second reading on the 11 day of April, 1994. Upon vote of council after the second reading, the Ordinance was passed.

MAYOR: _____

James J. [Signature]

TOWN RECORDER/CLERK: _____

Ernest A. [Signature]

LEGAL ADVERTISEMENT

PUBLIC NOTICE

AN ORDINANCE PROVIDING FOR AN INCREASE OF RATES AND CHARGES FOR WATER SERVICE FOR THE TOWN OF CLEN DENIN, KANAWHA COUNTY, WEST VIRGINIA was introduced and read for the first time at a regular meeting of the Town Council held on the 14th day of March, 1994.

On the 11th day of April, 1994, at 7:00 o'clock, p.m., at

the Town Hall in the Town of Clendenin, Kanawha County, West Virginia, during a regular meeting of the Town Council for the Town of Clendenin, a final vote on the adoption of the proposed Ordinance will be taken, and any interested party may appear at this meeting and be heard with respect to the proposed Ordinance.

The proposed Ordinance may be inspected by the public at the Town Hall in the Town of Clendenin, Kanawha County, West Virginia, and a copy thereof will be posted in the office of Clendenin Water Works at 3 Cardinal Street, Clendenin, WV.

TOWN RECORDER/
CLERK:
EVELYN ROBERTSON
(220666)

April 11, 1994

The Common Council for the Town of Clendenin met in regular session this date.

Present: Mayor James Clendenin
Recorder Evelyn Robertson
Attorney Richard Facemire
Council Members: B. Michael Stout, D. R. Smith,
Gary Bledsoe, Kenneth Payne and Luther Smith

Guests: Betty Payne, Sylvia Hatcher, Janet Stump,
Bessie White, Trixy Goad, Patty Owens, Linda
Wright, Ann Smith, Midge Forewood, Susanna
Holstein, Don Mays, Robin Gunnoe, Teresa Angel,
Bob Gunnoe, Bonnie Parsons, Barbara Barlow, Dave
Knight, Tim Baker, Pat Mont, Bob Strickland, Martha
Deel, Larry Bragg, Karen Bragg, Crystal Deel, Ted
Shafer, Cindy Woods, H. Ray Woods and Ron Bandy

The meeting was called to order by Mayor Clendenin who welcomed all guests. The minutes of the previous meeting were read and approved as corrected.

Ann Smith, representing the Clendenin Library Board, introduced those attending from the board, Midge Forewood, Trixy Goad, Librarian Susanna Holstein and Linda Wright of the Kanawha County Public Library. Linda Wright addressed council regarding the problems of the Clendenin branch. Because of low usage in the past and the expense of maintaining the library at a cost of \$66,790 per year which does not include the computer system nor the courier, consultants of the board recommended a regional library to serve Elk Valley to be located near the interchange in Elkview. Ms. Wright appeared before council eighteen months ago and recommended a new board be appointed to the Clendenin library. She complimented librarian Susanne Holstein and the new board with the renewed interest and increased usage. She said it was vitally important to obtain information from the citizens as to their interest in the library and critical for the Clendenin library to have increased usage. Since the new board was appointed more staff hours have been added and situation has improved and will continue to be reviewed.

Councilman Payne questioned why the assessment of \$4,600 for Clendenin was high compared to other surrounding areas. Ms. Wright responded the formula used for the assessment was based on property values.

Councilman Luther Smith questioned who drew up the information for Phase I, II and III of the plan. Ms. Wright responded the Kanawha County Library board Commission appointed a long range planning committee with national consultants to review the situation and come up with a plan.

Councilman Stout questioned if a target date was set for consolidation regardless of how much money and usage came from the community. Ms. Wright responded that Kanawha County Library had limited resources and if that were the case, there were many other areas that would like to have a regional library and the board would be pooling their efforts in that direction.

Ann Smith spoke that 25% of the people who use the library are from adjoining counties and if it continues to grow, it is possible that it will remain. It is an advantage to the town. The people who come to use the library will support the other businesses.

Attorney Facemire questioned if the consultants had considered the distance that people have to travel to use a library. Ms. Wright responded that that was a concern.

Councilman Luther Smith questioned Recorder Robertson as to why the \$24,000 that was allowed in the budget for the library was not published in the newspapers. She responded the library contribution was listed under City Hall and lumped together with the other categories in that section.

Dave Knight reported that he was still working on saving the old Clendenin bridge and asked council their concerns. Councilman Bledsoe responded that \$60,000 the state was willing to give was not enough incentive to keep the bridge and ask about other funds that were available.

Bob Gunnoe spoke on behalf of the citizens who were concerned about the water rate increase and presented to council a list of signatures from those who opposed the increase and the hardship it would impose on them.

Mayor Clendenin questioned if they had considered what would happen if they did not get the increase.

Councilman Payne spoke that their complaints were not falling on deaf ears and council was trying to keep increases down.

Councilman Luther Smith questioned if the water company was going to reduce church water bills by 50% and for all non-profit organizations. Cindy Woods responded that the Public Service Commission had approved a discount for churches but not schools.

Recorder Robertson reported that council had rolled back the levy rates on property taxes and chose not to bring the rates back to what had been charged in the past because of the high sewer rates the citizens were paying. Property values had increased and the town did not want to impose more taxes on the citizens.

Councilman Bledsoe spoke that 8 to 10 years ago, it was placed on the ballot to see if the citizens wanted to keep the water company or to allow another company to take over and 80 to 90 percent voted to keep the system. They did not want to lose it then and he did not want to lose it now. Another 15 percent would be placed on all citizens and seniors alike if another system took over. He realized how hard it was but one increase in eight years was worth keeping the system.

Councilman Stout spoke that the water rates were the best utility bargain in town. He did not like to see increases and realized that a lot of people were having problems but he could not set here and allow the water company to go down the tubes for 2 or 3 dollars more a month. We cannot have any control over holding rates down if it would go to WV/American Water Co. Based on the figures of the audit he would have to go along with the increase.

Mayor Clendenin spoke that no one wanted a raise but when you were elected to council some decisions were hard to make.

The vote of the council was as follows: The motion for the increase was previously made by Councilman Stout. The motion was duly seconded by Councilman Payne. Vote for the increase - Payne, yes, L. Smith, yes, Stout, yes, Bledsoe, yes, D. R. Smith, yes, Robertson, yes. The motion carried.

Bills were presented for approval. The motion for approval was made by Councilman Luther Smith and seconded by Councilman Payne. Approval carried.

Councilman Stout opened sealed bids for the mowing, trimming of the cemeteries and are as follows: Mary Osborne Cemetery from Tim Paxton \$400. Stephen and Stanley Mitchell bid \$80. The Koontz Cemetery \$350 from Stephen and Stanley Mitchell. The motion to accept the bids from the Mitchells was made by Councilman Stout and seconded by Councilman Payne. The motion carried.

Councilman Stout placed in proper motion that the town purchase a floor jack for \$60. The motion was seconded by Councilman D. R. Smith. The motion carried.

With no other business to come before council, same adjourned.


Mayor James Clendenin


Recorder Evelyn Robertson

PROPOSED RATE CHANGES FOR CLENDENIN WATER WORKS
2/23/94

APPLICABILITY

Applicable in entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial, and industrial service.

RATE:

		<u>Current</u>	<u>Proposed</u>
First	1,000 gals used per month	\$ 5.72	\$ 6.86 per 1,000 gals
Next	9,000 gals used per month	\$ 2.94	\$ 3.53 per 1,000 gals
Next	20,000 gals used per month	\$ 2.52	\$ 3.02 per 1,000 gals
Next	20,000 gals used per month	\$ 1.68	\$ 2.02 per 1,000 gals
All Over	50,000 gals used per month	\$ 1.26	\$ 1.51 per 1,000 gals

SERVICE CONNECTION FEE (Current)

For furnishing and installing one (1) tap with service line, meter, meter yoke, meter tile, and lid - cost of \$250.00, whichever is less.

SERVICE CONNECTION FEE - (Proposed)

Same

MINIMUM CHARGE

No bill will be rendered for less than the following amounts, according to the size of the meter installed; to wit;

	<u>Current</u>	<u>Proposed</u>	
5/8-inch meter, or less	\$ 5.72	\$ 6.86	per month
3/4-inch meter	8.58	10.30	per month
1 -inch meter	14.30	17.16	per month
1-1/4-inch meter	20.88	25.06	per month
1-1/2-inch meter	28.60	34.32	per month
2 -inch meter	45.76	54.91	per month
3 -inch meter	85.80	102.96	per month
4 -inch meter	143.00	171.60	per month
6 -inch meter	286.00	343.20	per month
8 -inch meter	457.60	549.12	per month

MUNICIPALITY OF CLENDENIN, WEST VIRGINIA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
For the Fiscal Year Ended June 30, 1992

STATE STATUTES

Insufficient Rates - Water System

It was noted during this audit that the rates the Municipality of Clendenin charges for water service are not sufficient to pay all obligations of the systems. As reflected in the statement of revenues, expenses and changes in retained earnings of the proprietary fund, the Water Fund incurred a net loss of \$12,854 during the fiscal year ended June 30, 1992. West Virginia Code § 8-19-4 states in part that:

"...The rates or charges to be charged for the services from such waterworks system shall be sufficient at all times to provide for the payment of interest upon all bonds and to create a sinking fund to pay the principal thereof as and when the same become due, and reasonable reserves therefor, and to provide for the repair, maintenance, and operation of the waterworks system, and to provide an adequate depreciation fund, and to make any other payments which shall be required or provided for in the ordinance authorizing the issuance of said bonds."

The officials of the Municipality of Clendenin are directed to review this statute and comply with the provisions set forth therein.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: September 20, 1995

FINAL

10-19-95

CASE NO. 95-0586-W-CN

TOWN OF CLENDENIN and TOWN OF CLENDENIN
WATERWORKS

Application for a certificate of convenience and necessity to construct certain improvements to the Town's water treatment plant and the necessary appurtenances thereto and for approval of incidental financing.

RECOMMENDED DECISION

On June 29, 1995, the Town of Clendenin and the Town of Clendenin Water Works (Applicants), by counsel H. Wyatt Hanna, III, filed with the Public Service Commission (Commission), pursuant to West Virginia Code §24-2-11, a duly certified application for a certificate of convenience and necessity to construct certain improvements to the water treatment plant of the Town of Clendenin, along with necessary appurtenances thereto, and for approval of financing, which the application stated would be a loan of \$111,000 from the Rural Economic and Community Development Administration of the federal government.

On June 30, 1995, the Commission directed the Applicants to publish the Notice of Filing. The Notice of Filing provided that, if no substantial protests to the application were filed within thirty (30) days after date of publication, the Commission might waive formal hearing and grant the application based upon its review of the evidence submitted with the application.

On July 12, 1995, Mr. Hanna filed an affidavit of publication establishing that the Notice of Filing was published in The Daily Mail, of Charleston, on July 6, 1995.

On July 19, 1995, Staff Attorney Cassius H. Toon filed the Initial Joint Staff Memorandum, indicating that Commission Staff was reviewing the application and would be filing a final recommendation as soon as its review was complete.

On July 25, 1995, the Commission Referral Order was entered in this

proceeding, referring this matter to the Division of Administrative Law Judges (ALJ Division) for decision on or before January 25, 1996.

On August 10, 1995, the undersigned ALJ issued a Procedural Order scheduling this matter for hearing at 9:30 a.m. on October 2, 1995, in the Commission's Hearing Room, Public Service Commission Building, 201 Brooks Street, Charleston, West Virginia. The order noted that, since no protests had been filed in response to the Notice of Filing, hearing would be necessary only if a dispute developed between Commission Staff and the Applicants, and, therefore, if Commission Staff ultimately recommended that the application be granted, as filed, the hearing would be canceled by subsequent order.

On September 26, 1995, Mr. Hanna filed a motion for a change in the hearing date because of a scheduling conflict.

On September 28, 1995, Mr. Toon filed a Final Joint Staff Memorandum, with attached memorandum from Randy Lengyel, Utilities Analyst, and Ingrid Ferrell, Utilities Engineer, both of the Utilities Division of the Commission. Commission Staff recommended that the application be approved without hearing and the financing be approved upon the contingency that the City of Clendenin receive a commitment letter and a loan from the Rural Economic and Community Development Office.

DISCUSSION

Orders will be entered consistent with Commission Staff's recommendation. Since hearing is not needed, and, therefore, the hearing scheduled for October 2, 1995 will be canceled by separate order, Mr. Hanna's motion of September 26, 1995 need not be addressed.

FINDINGS OF FACT

1. On June 29, 1995, the Town of Clendenin and the Town of Clendenin Water Works (Applicants) filed with the Public Service Commission a duly certified application for a certificate of convenience and necessity to construct certain improvements to the water treatment plant of the Town of Clendenin, consisting of installation of two 24,135 gallon decant basins, yard piping, fencing, and all necessary appurtenances thereto. The application also requested approval of financing, which the application stated would be a loan of \$111,000 from the Rural Economic and Community Development Administration of the federal government to cover the projected total project costs of \$111,000. (See application).

2. Following notice to the public of the application, no protest was filed in response to publication. (See affidavit of publication filed July 12, 1995, and case file generally).

3. Commission Staff reviewed the application and found that the project was needed to collect the filter backwash water and the settling basins' wash-down water, for presently the Applicants discharge the water directly into the local creek in violation of the requirements of the West

Virginia Division of Environmental Protection. (See Final Joint Staff Memorandum filed September 28, 1995).

4. Commission Staff reviewed the engineering report, plans and specification and found no conflicts with the Commission's rules and regulations. Moreover, Commission Staff stated that the Applicants have received a permit for the project from the Office of Environmental Health Services, and Staff accepts the permit as evidence that the project is designed in accordance with current engineering practice. (See Final Joint Staff Memorandum filed September 28, 1995).

5. For the reasons provided in Findings of Fact 3 and 4, Commission Staff recommended that the application be approved. Staff recommended that approval of the funding be contingent upon the Applicants receiving a commitment letter and a loan from the Rural Economic and Community Development Office in the amount of \$111,000. (See Final Joint Staff Memorandum filed September 28, 1995).

CONCLUSION OF LAW

It is appropriate to grant the application for a certificate of convenience and necessity, pursuant to W.Va. Code §24-2-11, and to approve the funding, upon the contingency that the City of Clendenin receive a letter of commitment and a loan in the amount of \$111,000 from the Rural Economic and Community Development Office.

ORDER

IT IS, THEREFORE, ORDERED that the application for a certificate of convenience and necessity filed by the Town of Clendenin and the Town of Clendenin Waterworks on June 29, 1995 be granted, and the funding proposed thereby be approved, contingent upon the Town of Clendenin receiving a letter of commitment and a loan in the amount of \$111,000 from the Rural Economic and Community Development Office.

IT IS FURTHER ORDERED that the Town of Clendenin and the Town of Clendenin Waterworks not begin construction of the project that is the subject of its June 29, 1995 application until it has received the letter of commitment and moneys in the amount of \$111,000 from the Rural Economic and Community Development Office.

IT IS FURTHER ORDERED that, if the construction bids exceed the estimated project costs of \$111,000, or if any changes occur regarding the scope of the financing of the project, the City of Clendenin petition the Commission for approval of any such revisions.

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

IT IS FURTHER ORDERED that the Executive Secretary serve a copy of this order upon the Commission by hand delivery, and upon all parties of record by United States Certified Mail, return receipt requested.

Leave is hereby granted to the parties to file written exceptions supported by a brief with the Executive Secretary of the Commission within fifteen (15) days of the date this order is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served said exceptions.

If no exceptions are so filed this order shall become the order of the Commission, without further action or order, five (5) days following the expiration of the aforesaid fifteen (15) day time period, unless it is ordered stayed or postponed by the Commission.

Any party may request waiver of the right to file exceptions to an Administrative Law Judge's Order by filing an appropriate petition in writing with the Secretary. No such waiver will be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative Law Judge's Order or Decision the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.



Sunya Anderson
Administrative Law Judge

SA:mal

\$111,000
TOWN OF CLENDENIN
WATER REVENUE BOND, SERIES 1995

No. R-1

Date: December 19, 1995

FOR VALUE RECEIVED, the TOWN OF CLENDENIN, WEST VIRGINIA, a municipal corporation and political subdivision of the State of West Virginia, in Kanawha County of said State (herein called "Issuer"), hereby promises to pay to the order of the United States of America (the "Government"), or its registered assigns at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of One Hundred Eleven Thousand and 00/100 Dollars (\$111,000.00), plus interest on the unpaid principal balance at the rate of five and one quarter percent (5.25%) per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing on the 30th day following delivery of the Bond and continuing on the corresponding day of each month for the first twenty-four (24) months after the date hereof, and \$563.00 covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of forty (40) years from the date of this Bond, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to the principal. Payments shall be made at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia, and shall be mailed to the registered owner hereof at the address it appears on the books of the Issuer in its capacity as Registrar. Provided, however, for so long as the Government remains the owner of this Bond, the Issuer shall remit payments directly to the Government or any agency or department thereof.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Issuer. Refunds and extra payments, as defined in the regulations of Rural Economic and Community Development, successor in interest to the Farmers Home Administration, according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of Issuer to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Issuer shall continue to make payments to the Government as collection agent for the holder.

While this Bond is held by an insured lender, prepayments as above authorized made by Issuer may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Issuer, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Issuer, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security herefor, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Issuer to the Government without demand. Issuer agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Issuer hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and public rates and terms in or near its community for loans for similar purposes and periods of time.

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of construction of improvements to a sewer system (the "System") of the Issuer, is payable solely from the revenues to be derived from the operation of the System after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the System. This Bond does not in any manner constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation.

Registration of this Bond is transferable by the registered owner hereof in person or by his, her or its attorney duly authorized in writing, at the office of the Issuer, as Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the herein defined Bond Legislation, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, of authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

This Bond, under the provisions of the Act, is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but may only be transferred by transfer of registration hereof with the Bond Registrar.

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Article 19 of Chapter 8 of the West Virginia Code (herein called the "Act").

If at any time it shall appear to the Government that Issuer may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Issuer will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

This Bond is given as evidence of a loan to Issuer made or insured by the Government pursuant to the Consolidated Farmers Home Rural Development Act. This Bond shall be subject to the present regulations of Rural Economic and Community Development, successor in interest to the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

The initial address of Government for purposes of bond registration is P.O. Box 678, Morgantown, WV 26505.

IN WITNESS WHEREOF, the TOWN OF CLENDENIN has caused this Bond to be executed by its Mayor and its corporate seal to be hereunto affixed or imprinted hereon and attested by its Recorder, all as of the date hereinabove written.

(SEAL)

TOWN OF CLENDENIN

SPECIMEN

By: _____

Mayor
P.O. Box 694
Clendenin, WV 25045

ATTEST:

By: _____

Recorder

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any): 12/19/2035

1. Debtor(s) (Last Name First) and address(es):

Town of Clendenin
P.O. Box 694
Clendenin, WV 25045

2. Secured Party(ies) and address(es):

United States of America
U.S. Dept. of Agriculture,
Rural Econ. and Comm. Develop.
suc. in interest to Farmers
Home Administration
P.O. Box 678, Morgantown, WV 26505

For Filing Officer (Date, Time,
Number, and Filing Office):

0436399

95 DEC 19 PM 3:17

WV SEC. OF STATE
FILED

4. This financing statement covers the following types (or items) of property:

Statutory mortgage lien on accounts, revenues, water system and other property as provided by Bond Ordinance, authorizing the issuance of \$111,000 Town of Clendenin, Water Revenue Bonds, Series 1995, and by Section 8-19-8 of the Code of West Virginia of 1931, as amended.

This Financing Statement is filed in connection with a public bond issue of the Town of Clendenin, Kanawha County, West Virginia.

5. Assignee(s) of Secured Party and Address(es):

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Secretary of State

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. ~~SP of additional financing.~~ RURAL

~~TOWN OF CLENDENIN~~ ~~ECONOMIC AND COMMUNITY DEVELOPMENT, SUCCESSOR~~
~~IN INTEREST TO THE FARMERS HOME ADMINISTRATION~~

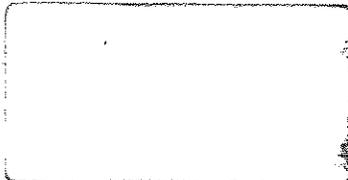
[Signature]
Signature(s) of Debtor(s)

Mayor
Title

[Signature]
Signature(s) of Secured Party(ies)
Rural Devel. Manager
Title

(For Use In Most States)

(2) Filing Officer Copy-Numerical



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

12/19/2035
12/19/2035

1. Debtor(s) (Last Name First) and address(es)
Town of Clendenin
P.O. Box 694
Clendenin, WV 25045

2. Secured Party(ies) and address(es)
United States of America,
U.S. Dept. of Agriculture,
Rural Econ. and Comm. Develop.
suc. in interest to Farmers
Home Administration
P.O. Box 678, Morgantown, WV 26505

3. Maturity date (if any) **12/19/2035**
For Filing Officer (Date, Time,
Number, and Filing Office)
FS 3024
12-19-95

4. This financing statement covers the following types (or items) of property:
Statutory mortgage lien on accounts, revenues, water system and other property as provided by Bond Ordinance authorizing the issuance of \$111,000 Town of Clendenin, Water Revenue Bonds, Series 1995, and by Section 8-19-6 of the Code of West Virginia of 1931, as amended.

5. Assignee(s) of Secured Party and Address(es)

This financing statement is filed in connection with a public bond issue of the Town of Clendenin, Kanawha County, West Virginia.

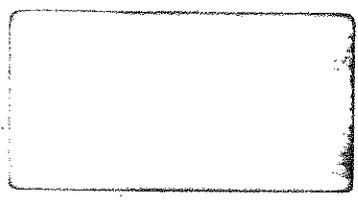
This statement is filed without the debtor's signature to perfect a security interest in collateral: (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:
Clerk of the County
Commission of Kanawha Cty., WV

* Check if covered: Proceeds of Collateral are also covered: Products of Collateral are also covered. No additional sheets presented.

TERMINATION STATEMENT: This Statement of Termination of Financing is presented by **THE TOWN OF CLENDENIN** on behalf of the Secured Party no longer claims a security interest in the collateral described above.

Date: _____ 19____
By: _____ (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)
Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing as an acknowledgement.
(For Use In Most States)



\$111,000
TOWN OF CLENDENIN
WATER REVENUE BONDS,
SERIES 1995

NON-ARBITRAGE CERTIFICATE

I, James M. Clendenin, Mayor of the Town of Clendenin, Kanawha County, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of Water Revenue Bonds, Series 1995, in the aggregate principal amount of \$111,000 of the Issuer, dated December 19, 1995 (the "Bonds"), hereby certify as follows:

1. This certificate is being executed and delivered pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations (the "Code"). I am one of the officers of the Issuer charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and am duly authorized to execute and deliver this certificate on behalf of the Issuer.

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

3. The Issuer has not been notified by the Internal Revenue Service of any listing or proposed listing of it as an issuer the certification of which may not be relied upon by holders of obligations of the Issuer or that there is any disqualification of the Issuer by the Internal Revenue Service because a certification made by the Issuer contains a material misrepresentation.

4. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on December 19, 1995, the date on which the Bonds are to be physically delivered in exchange for the issue price thereof, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

5. In the Ordinance pursuant to which the Bonds are issued, the Issuer has covenanted to make no use of the proceeds of the Bonds which would cause the Bonds to be an "arbitrage bond" within the meaning of the Code.

6. The Bonds were sold on December 19, 1995, to the United States of America, United States Department of Agriculture, Rural Economic and Community Development, successor in interest to the Farmers Home Administration ("RECD" or the "Purchaser"), for an aggregate purchase price of \$111,000 (100% of par).

7. The Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purpose of (i) permanently financing the cost of acquisition and construction of certain additions, betterments and improvements to the existing

water system of the Issuer (the "Project"); and (ii) paying costs of issuance and other costs in connection therewith.

8. The total cost of the Project is estimated at \$111,000. Sources and uses of funds for the Project are as follows:

SOURCES

Bonds	\$111,000
Total Sources	<u>\$111,000</u>
Design, Acquisition and Construction of Project	\$ 95,100
Capitalized Interest	4,000
Costs of Issuance	<u>11,900</u>
Total Uses	<u>\$111,000</u>

The amount of Project costs is estimated to be greater than the gross proceeds of the Bonds. Except for the proceeds of the Bonds and the funds described above, no other funds of the Issuer will be available to meet costs of the Project, and no balances are available to meet such costs in any account which may, without appropriate action, be invaded to pay such expenditures without a legislative, judicial or contractual requirement that such account be reimbursed.

9. Pursuant to Article V of the Ordinance, the following special funds or accounts have been created or continued:

- (1) Revenue Fund;
- (2) Project Construction Account;
- (3) Operation and Maintenance Fund;
- (4) Depreciation Fund;
- (5) Series 1995 Bonds Sinking Fund; and
- (6) Series 1995 Bonds Reserve Account.

10. Pursuant to the Ordinance, the proceeds of the Bonds will be deposited in the Project Construction Account and applied solely to payment of Costs of the Project including costs of issuance of the Bonds and related costs.

11. Moneys held in the Revenue Fund will be used solely to pay principal of and interest on the Bonds and will not be available to meet costs of construction of the Project. To the extent required, all investment earnings on moneys in the Series 1995 Bonds Reserve Account will be annually withdrawn therefrom and deposited into the Project Construction Account until completion of the Project, and thereafter will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied in full, first to the next ensuing interest payment, if any, due on the Bonds, and then to the next ensuing principal payment due thereon.

12. Except for the Series 1995 Bonds Reserve Account, there are no other funds or accounts established or held by the Issuer

which are reasonably expected to be used to pay debt service on the Bonds, or which are pledged as collateral for Bonds, and for which there is a reasonable assurance that amounts therein will be available to pay debt service on the Bonds, if the Issuer encounters financial difficulties. Except as provided herein, no funds which have been or will be used to acquire directly or indirectly securities, obligations, annuity contracts or other investment-type property producing a yield in excess of the yield on the Bonds, have been or will be pledged to payment of the Bonds. Any amounts deposited in the Series 1995 Bonds Reserve Account from time to time by the Issuer will not exceed the maximum annual principal and interest on the Bonds and will not exceed one hundred twenty-five percent (125%) of average annual principal and interest on the Bonds. Amounts in the Series 1995 Bonds Reserve Account, not to exceed ten percent (10%) of the proceeds of the Bonds, if invested, will be invested without yield limitation. The establishment of the Series 1995 Bonds Reserve Account is required by the Purchaser, is vital to its purchase of the Bonds and is reasonably required to assure payments of debt service on the Bonds.

13. The Issuer has entered into a contract for the construction of the Project, and the amount to be expended pursuant to such contract exceeds the lesser of two and one half percent (2 1/2%) of the estimated total Project cost financed with proceeds from the sale of the Bonds or \$100,000. Acquisition, construction and equipping of the Project will proceed with due diligence to completion and all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before September 19, 1996. Construction of the Project is expected to be completed within nine (9) months.

14. The Issuer will comply with the provisions of the Code for which the effective date precedes the date of delivery of the Bonds to the Purchaser.

15. Any money deposited from the Revenue Fund for payment of the principal and interest on the Bonds will be spent within a thirteen (13) month period beginning on the date of receipt, and any moneys received from the investment of amounts held in the Revenue Fund will be spent within a 1-year period beginning on the date of receipt.

16. All the proceeds of the Bonds which were used for the payment of costs of the Project will be expended for such purposes within two hundred seventy (270) days from December 19, 1995.

17. The amounts designated as costs of issuance of the Bonds consist only of costs which are directly related to and necessary for the issuance of the Bonds.

18. All property financed with the proceeds of the Bonds will be held for Federal income tax purposes by (or on behalf of) a qualified governmental unit.

19. The Issuer shall file Form 8038-G in a timely fashion with the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255.

20. No more than ten percent (10%) of the proceeds of the Bonds will be used (directly or indirectly) in any trade or business carried on by, and less than five percent (5%) of the proceeds of the Bonds have been or will be used to make or finance loans to, any person who is not a governmental unit.

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

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

23. The Issuer shall not permit at any time or times any of the proceeds of the Bonds, or any other funds of the Issuer, to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from treatment afforded by Section 103(a) of the Code by reason of classification of the Bonds as "private activity bond" within the meaning of the Code. The Issuer will take all actions and refrain from taking such actions as shall be necessary to comply with the Code in order to ensure the interest on the Bonds is excludable from gross income for federal income tax purposes.

24. The Bonds, in whole or in part, will not be, directly or indirectly, federally guaranteed within the meaning of Section 149(b) of the Code.

25. The Issuer has retained the right to amend or supplement its authorizing documents if such amendment or supplement is necessary to preserve the exclusion from gross income for federal income tax purposes of the Bonds.

26. The Issuer shall comply with the yield restriction on the proceeds of the Bonds as set forth in the Code. The yield on the Bonds is five and 308/1000 percent (5.308%).

27. The Issuer has either (a) funded the Series 1995 Bonds Reserve Account in the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 1995 Bonds Reserve Account which will be funded with equal payments on a monthly basis over a ten (10) year period until such Series 1995 Bonds Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year. Moneys in the Series 1995 Bonds Reserve Account and the Revenue Fund (established for the annual payment of principal and interest) will be used solely to pay principal of and interest on the Bonds and will not be available to pay costs of the Project.

28. The Issuer shall submit to RECD, formerly FmHA, within fifteen (15) days following the end of the Issuer's bond year, a certified copy of its rebate calculation, but if the Issuer qualifies for the small governmental issuer exception to rebate, or any other exception thereto, then the Issuer shall submit to RECD, formerly FmHA, 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 Bonds subject to rebate.

29. The Issuer will rebate to the United States the amount, if any, required by the Code and will take all steps necessary to make such rebates. In the event the Issuer fails to make such rebates as required, the Issuer shall pay any and all penalties and obtain a waiver from the Internal Revenue Service in order to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

30. The Issuer covenants and agrees to comply with the rebate requirements of the Code, if not exempted therefrom, and with all other requirements of the Code necessary, proper or desirable to maintain the tax-exempt status of the Bonds. In addition, the Issuer has covenanted to comply with all Regulations from time to time in effect and applicable to the Bonds as may be necessary in order to fully comply with Section 148(f) of the Code and has covenanted to take such actions, and refrain from taking such actions, as may be necessary to fully comply with Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of the Ordinance authorizing issuance of the Bonds.

31. Goodwin & Goodwin is entitled to rely upon the representations, expectations, covenants, certifications and statements contained herein in rendering its opinions regarding the tax-exempt status of interest on the Bonds.

32. The Issuer expects that no part of the Project financed by the Bonds will be sold or otherwise disposed of prior to the last maturity date of the Bonds.

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

Dated this 19th day of December, 1995.

TOWN OF CLENDENIN

By: 
Mayor

HANNA AND HANNA

Attorneys-At-Law
1510 Kanawha Boulevard, East
Charleston, West Virginia 25311
(304) 342-2137
FAX (304) 342-2130

HOMER W. HANNA, JR.
1926-1993

SAMUEL F. HANNA
H. WYATT HANNA, III

MAILING ADDRESS:
P.O. BOX 2311
CHARLESTON, W. VIRGINIA 25328

December 19, 1995

United States Department of Agriculture
Rural Economic and Community Development,
successor in interest to the
Farmers Home Administration
P.O. Box 303
Parkersburg, WV 26102

Town of Clendenin
P.O. Box 694
Clendenin, WV 25045

RE: \$111,000 Town of Clendenin Water Revenue
Bonds, Series 1995

Gentlemen:

As attorney for the Town of Clendenin, Kanawha County, West Virginia (the "Town"), with regard to the above referenced matter, I have examined the record of proceedings relating to the issue of the Town of Clendenin, Water Revenue Bonds, Series 1995 (the "Bonds") and have considered the validity of the bond issue. In this connection I have examined and am familiar with the constitution and statutes of the State of West Virginia, including Chapter 8, Article 19 of the Code of West Virginia of 1931, as amended, the Orders of Kanawha County Commission creating and expanding the Town, related minutes and a certified copy of the Ordinance passed by the Town (the "Ordinance"), a copy of the certificate of convenience and public necessity issued by the West Virginia Public Service Commission, the water rates necessary to pay for the Bonds as described in the Ordinance, copies of contracts and other documents relating to the funding and approval for the project by the Town, including, but not limited, to the construction contract, plans and specifications, and other documents relating to the project, the letter of commitment forwarded by the Rural Economic and Community Development, acting on behalf of the Rural Utilities Service, successor in interest to the Farmers Home Administration, to the Town, and other documents incidental and material to the issuance by the Town of the Bonds. From such familiarity and examination, I am of the opinion as follows:

1. The Town is a duly created and presently existing town of the State of West Virginia with full power and authority to construct and acquire and to operate and maintain the Water System and to issue and sell the Bonds, all under the provisions of Chapter 8, Article 19 (the "Act"), of the Code of West Virginia of 1931, as amended, and other applicable provisions of law.

2. The Town, through The Town Council (the "Council"), has legally and effectively enacted the Ordinance and has duly authorized the issuance and delivery of the Bonds to the United States of America, and the Mayor of the Town is duly and lawfully entitled to and authorized to execute the Bonds.

3. The Mayor, Recorder and members of the Council have been duly elected or appointed and have fulfilled all requirements necessary to carry on their duties as provided under the Act.

4. The Bonds constitute a valid and legally enforceable special obligation of the Town secured by and payable solely from a lien on and pledge of the net revenue of the System as described in the Ordinance, all in accordance with the terms of the Bonds and the Ordinance.

5. The Town, through its Council, has legally and effectively enacted the water rates necessary to make the payments on the Bonds for the rates described in the Ordinance, and it has lawfully enacted and has filed a tariff which has been approved by the West Virginia Public Service Commission for the water rates that are described within the Ordinance.

6. The Town has obtained from the West Virginia Public Service Commission a valid, final and non-appealable certificate of convenience and necessity in Case No. 95-0586-W-CN which lawfully authorizes the Town to proceed with the expansion, construction and maintenance of the Town's Water System and approves the issuance of the Bonds.

7. The Town, through its Council, has legally and effectively enacted all other ordinances, contracts and agreements that are necessary to comply with the letter of commitment previously forwarded and conditions required in the letter of commitment and has complied with all necessary provisions of the Ordinance necessary before the Bonds may be issued and delivered and so that the Bonds can, in fact, be lawfully issued and delivered.

U.S. Department of Agriculture, et al.

Page 3

December 19, 1995

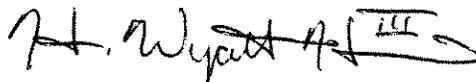
8. The execution and delivery of the Bonds and the enactment of the Ordinance and compliance with the provisions of them will not conflict with nor constitute a breach of or default under any agreement or other instrument known to me to which the Town is a party, or any court order or consent decree known to me to which the Town is subject, or any law or administrative regulation to which the Town is subject.

9. All authorization, consents, approvals and reviews by governmental bodies or regulatory authorities then required for the Town's adoption, execution or performance of the Bonds, and the Ordinance has been obtained or affected, and I have no reason to believe that the Town will be unable to obtain or affect any additional such authorizations, consents or approvals that may be required in the future for performances of any of them by the Town.

10. To my knowledge, there is no action, suit, proceeding or investigation at law or in equity by any court, public board or body, pending or threatened against or affecting the Town or any member of the Council, and no facts exist relating to the composition of the Council or the exercise of their duties, wherein an unfavorable decision, ruling or finding would have a material adverse effect upon the validity of the Bonds or the Ordinance.

The foregoing opinion is qualified to the extent that the enforceability of the liens, pledges and terms set forth in the Bonds and in the Bond Ordinance may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally.

Sincerely,

A handwritten signature in black ink that reads "H. Wyatt Hanna, III". The signature is written in a cursive style with a long horizontal flourish at the end.

H. Wyatt Hanna, III

HWHIII/rb

LAW OFFICES
GOODWIN & GOODWIN
P. O. BOX 2107
1500 ONE VALLEY SQUARE
CHARLESTON, WEST VIRGINIA 25328-2107
304/346-7000
TELECOPIER 304/344-9692

201 THIRD STREET
PARKERSBURG, WEST VIRGINIA 26101
304/485-2345

P. O. BOX 349
500 CHURCH STREET
RIPLEY, WEST VIRGINIA 25271
304/372-2651

REPLY TO:
Charleston

December 19, 1995

United States of America
United States Department of Agriculture
Rural Economic and Community Development,
successor in interest to the
Farmers Home Administration
P.O. Box 303
Parkersburg, WV 26102

Town of Clendenin
P.O. Box 694
Clendenin, WV 25045

Re: \$111,000 Town of Clendenin Water Revenue Bonds,
Series 1995

Gentlemen:

We have examined a transcript of proceedings relating to the issuance of Water Revenue Bonds, Series 1995 in the amount of \$111,000, (the "Bonds"), of the Town of Clendenin, Kanawha County, West Virginia (the "Issuer"), and a "Non-Arbitrage Certificate" executed by the Mayor of the Issuer on this date.

Based upon such Certificate, we are of the opinion that the facts, estimates and circumstances set forth therein are sufficient to satisfy the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), to support the conclusion that the Bonds are not an "arbitrage bond" as therein defined. While we have undertaken no independent investigation or verification of the statements, expectations or representations set forth in such Certificate, no matters have come to our attention which make unreasonable or incorrect such statements, expectations or representations.

Accordingly, it is our opinion that, under existing statutes, regulations, rulings and court decisions, the Bonds are not an "arbitrage bond" as so defined.

GOODWIN & GOODWIN

United States of America, et al.
December 19, 1995
Page Two

The opinions set forth above are subject to the condition that the Issuer comply with all requirements of the Code relating to arbitrage that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excludable from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. The Issuer has covenanted to comply with all such requirements.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Edward V. Goodwin".

Goodwin & Goodwin

LAW OFFICES
GOODWIN & GOODWIN
P. O. BOX 2107
1500 ONE VALLEY SQUARE
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304/485-2345

P. O. BOX 349
500 CHURCH STREET
RIPLEY, WEST VIRGINIA 25271
304/372-2851

REPLY TO:
Charleston

December 19, 1995

Town of Clendenin
P. O. Box 694
Clendenin, WV 25045

United States of America
United States Department of Agriculture
Rural Economic and Community
Development,
successor in interest to the
Farmers Home Administration
P. O. Box 303
Parkersburg, WV 26102

Re: \$111,000 Town of Clendenin, Water Revenue Bonds,
Series 1995

Gentlemen:

We have examined a record of proceedings relating to the issuance by the Town of Clendenin (the "Issuer") of its Water Revenue Bonds, Series 1995, in the principal amount of \$111,000, bearing interest at the rate of five and 25/100 percent (5.25%) per annum, and dated on the date hereof (the "Bond" or "Bonds").

The Bond has been authorized by an ordinance (the "Bond Ordinance") duly adopted by the Town Council of the Issuer, which is the governing body of the Issuer.

Interest only on the Bonds is payable in monthly installments in the twenty-four (24) months after delivery of the Bond and thereafter the principal of and interest on the Bond is payable in monthly installments of \$563.00, to and including the 480th month after the date of the Bond, the final installment to be in the sum of the unpaid principal and interest due on the date thereof.

Principal installments upon the Bond are subject to payment in advance as provided therein and in the Bond Ordinance.

GOODWIN & GOODWIN

The Bond Ordinance and the Bond provide that the issue is for the purpose of financing the costs of construction and acquisition of the improvements and additions to an existing water system (the "System") of the Issuer.

We have relied, in part, upon the opinion letter of Hanna & Hanna, attorney to the Issuer, and the General Certificate of Issuer and attorney for Issuer.

It is our opinion that:

1. The Issuer is duly organized and presently existing municipality and is a public corporation and a political subdivision of the State of West Virginia with full power and authority to construct, acquire, operate and maintain the System and issue and sell the Bond, all under the provisions of Chapter 8, Article 19 (the "Act"), of the Code of West Virginia of 1931, as amended, and other applicable provisions of law.

2. The Issuer has legally and effectively adopted the Bond Ordinance in connection with the Bond issue and issued, sold and delivered the Bond to the United States of America, United States Department of Agriculture, Rural Economic and Community Development, formerly the Farmers Home Administration.

3. As of this date, the Bond is in due and proper form and has been duly executed and delivered and constitutes a valid and legally enforceable special obligation of the Issuer, payable from the net revenues of the System and secured by a statutory lien upon the System, as described in the Bond Ordinance, and a pledge of the net revenues of the System, all in accordance with the terms of the Bond and the Bond Ordinance.

4. The interest on the Bond is excluded from gross income for Federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; it should be noted, however, that for the purpose of computing the alternative minimum tax imposed on corporations (as described for federal income tax purposes), such interest is taken into account in determining adjusted current earnings. The opinions set forth in the preceding sentence are subject to the condition that the Issuer comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bond in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has covenanted to comply with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bond in gross income for federal income tax purposes to be retroactive to the date of issuance of the Bond. We express no opinion regarding other federal tax consequences arising with respect to the Bond.

GOODWIN & GOODWIN

5. The Bond and the interest thereon is, under the Act, exempt from taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

6. It is to be understood that the rights of the holders of the Bond and the enforceability of the Bond and the Bond Ordinance, and the liens and pledges set forth therein, may be subject to and this opinion is 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.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Goodwin & Goodwin", written in dark ink.

GOODWIN & GOODWIN

REGISTRY

**\$111,000
TOWN OF CLENDENIN
WATER REVENUE BONDS,
SERIES 1995**

<u>BOND NO.</u>	<u>AMOUNT</u>	<u>HOLDER</u>	<u>DATE ACQUIRED</u>
R-1	\$111,000	United States of America United States Department of Agriculture, Rural Economic and Com- munity Development, successor in interest to the Farmers Home Administration	December 19, 1995

ALL ASSIGNMENTS OR CHANGES OF OWNERSHIP OF THIS BOND MUST BE REPORTED ON THIS REGISTRY PURSUANT TO SECTION 3.05 OF THE BOND ORDINANCE.

\$111,000
TOWN OF CLENDENIN
WATER REVENUE BONDS,
SERIES 1995

RECEIPT FOR BOND NO. R-1 AND TRANSCRIPT

The undersigned, for United States of America, Rural Economic and Community Development, formerly the Farmers Home Administration (the "Purchaser"), hereby certifies as follows:

1. On the 19th day of December, 1995, at Clendenin, West Virginia, the undersigned received for the Purchaser the Town of Clendenin Water Revenue Bonds, Series 1995, numbered R-1, in the amount of \$111,000, dated as of the date hereof, bearing interest at the rate of 5.25% per annum, payable in monthly installments as stated in the Bonds. The Bonds represent the entire above-captioned Bond issue.

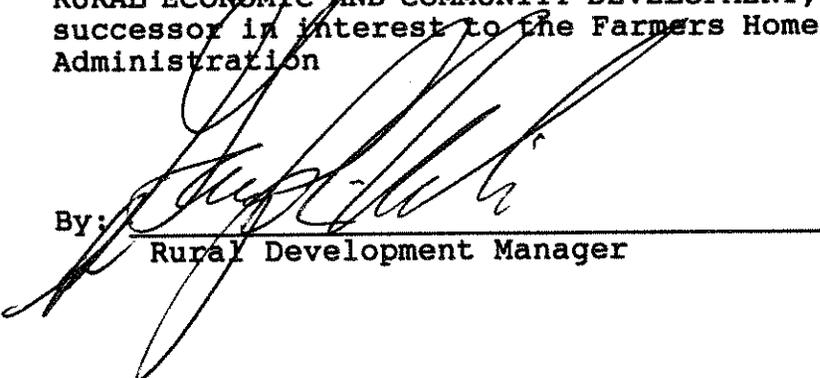
2. At the time of such receipt, the Series 1995 Bonds had been executed and sealed by the designated officials of the Town.

3. At the time of such receipt, there was paid to said Town a payment representing a portion of the aggregate principal amount of the Series 1995 Bonds.

4. At the time of such receipt, there was also received by the undersigned a set of Bond Transcript documents.

WITNESS my signature on this 19th day of December, 1995.

UNITED STATES OF AMERICA,
UNITED STATES DEPARTMENT OF AGRICULTURE,
RURAL ECONOMIC AND COMMUNITY DEVELOPMENT,
successor in interest to the Farmers Home
Administration

By: 
Rural Development Manager

FILE COPY

LAW OFFICES
GOODWIN & GOODWIN
P. O. BOX 2107
1500 ONE VALLEY SQUARE
CHARLESTON, WEST VIRGINIA 25328-2107
304/346-7000
TELECOPIER 304/344-9692

201 THIRD STREET
PARKERSBURG, WEST VIRGINIA 26101
304/488-2348

P. O. BOX 346
500 CHURCH STREET
RIPLEY, WEST VIRGINIA 25271
304/372-2681

REPLY TO:
Charleston

December 19, 1995

Via Certified Mail-Return Receipt
Requested No. Z-316 456 022

Director
Internal Revenue Service Center
Philadelphia, PA 19255

Re: \$111,000 Town of Clendenin, West Virginia,
Water Revenue Bonds, Series 1995

Gentlemen:

Enclosed is a completed and executed Form 8038-G to be filed on behalf of the Town of Clendenin, West Virginia which provides the information required by Section 149(e) of the Internal Revenue Code of 1986, as amended. We have also enclosed a file copy to be returned to our office (after acknowledging receipt of the same) in the enclosed self-addressed, stamped envelope.

Thank you for your attention to this matter.

Sincerely yours,

W. K. Bragg, Jr.

William K. Bragg, Jr.

WKB:rd
Enclosures

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive following services (for an ex fee):

- 1. Addressee's Address
 - 2. Restricted Delivery
- Consult postmaster for fees.

3. Article Addressed to:

Director
Internal Revenue Service Center
Philadelphia, PA 19125
PSC PHILA, PA
C

RECEIVED

DEC 26 1995

4a. Article Number

2 316 456 022

4b. Service Type

- Registered Insured
- Certified COD
- Express Mail Return Receipt Merchandise

7. Date of Delivery

5. Signature (Addressee)

8. Addressee's Address (Only if required and fee is paid)

6. Signature (Agent)

Form **8038-G**

Information Return for Tax-Exempt Governmental Obligations

(Rev. May 1993)

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

(Use Form 8038-GC if the issue price is under \$100,000.)

Part I Reporting Authority

1 Issuer's name **Town of Clendenin** If Amended Return, check here

2 Issuer's employer identification number **55 6000167**

3 Number and street (or P.O. box if mail is not delivered to street address) **P.O. Box 694**

4 Report number **G19 95-1**

5 City, town, state, and ZIP code **Clendenin, WV 25045**

6 Date of issue **12/19/95**

7 Name of issue **\$111,000 Town of Clendenin Water Revenue Bonds, Series 1995**

8 CUSIP Number **None**

ACKNOWLEDGED
BY ORIGINAL ISSUER
ACRINT COPY ONLY

Part II Type of Issue (check applicable box(es) and enter the issue price)

9 Education (attach schedule—see instructions)

10 Health and hospital (attach schedule—see instructions)

11 Transportation

12 Public safety

13 Environment (including sewage bonds)

14 Housing

15 Utilities

16 Other. Describe (see instructions) ▶

17 If obligations are tax or other revenue anticipation bonds, check box ▶

18 If obligations are in the form of a lease or installment sale, check box ▶

Issue price **\$111,000**

RECEIVED
122695
REC'D IN PA
MAR 15

Part III Description of Obligations

	(a) Maturity date	(b) Interest rate	(c) Issue price	(d) Stated redemption price at maturity	(e) Weighted average maturity	(f) Yield	(g) Net interest cost
19 Final maturity	12/19/2035	5.25%	\$560	Par			
20 Entire issue			\$111,000	Par	26.962 years	5.301%	5.250%

Part IV Uses of Original Proceeds of Bond Issue (including underwriters' discount)

21 Proceeds used for accrued interest	21	
22 Issue price of entire issue (enter amount from line 20, column (c))	22	\$111,000
23 Proceeds used for bond issuance costs (including underwriters' discount)	23	11,900
24 Proceeds used for credit enhancement	24	0
25 Proceeds allocated to reasonably required reserve or replacement fund	25	0
26 Proceeds used to refund prior issues	26	0
27 Total (add lines 23 through 26)	27	11,900
28 Nonrefunding proceeds of the issue (subtract line 27 from line 22 and enter amount here)	28	\$99,100

Part V Description of Refunded Bonds (complete this part only for refunding bonds)

29 Enter the remaining weighted average maturity of the bonds to be refunded **N/A** years

30 Enter the last date on which the refunded bonds will be called ▶

31 Enter the date(s) the refunded bonds were issued ▶

Part VI Miscellaneous

32 Enter the amount of the state volume cap allocated to the issue ▶ **N/A**

33 Enter the amount of the bonds designated by the issuer under section 265(b)(3)(B)(i)(II) (small issuer exception) ▶

34 Pooled financings

a Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units ▶

b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer ▶ and the date of the issue ▶

35 If the issuer has elected to pay a penalty in lieu of rebate, check box

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Please Sign Here

James M. Clendenin 12/19/95
Signature of officer Date

James M. Clendenin, Mayor
Type or print name and title

For Paperwork Reduction Act Notice, see page 1 of the instructions.

Cat. No. 63773S

Form 8038-G (Rev. 5-93)

WV MUNICIPAL BOND COMMISSION

812 Quarrier Street,
Suite 300

Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: December 19, 1995
(See Reverse for Instructions)

ISSUE: \$111,000 Town of Clendenin, West Virginia
Water Revenue Bonds, Series 1995

ADDRESS: P.O. Box 694
Clendenin, WV 25045 COUNTY: Kanawha

PURPOSE: New Money X

OF ISSUE: Refunding Refunds issue(s) dated:

ISSUE DATE: December 19, 1995 CLOSING DATE: December 19, 1995

ISSUE AMOUNT: \$111,000 RATE: 5.25 %

1ST DEBT SERVICE DUE: January 19, 1996

1ST PRINCIPAL DUE: January 19, 1998

1ST DEBT SERVICE AMOUNT: \$469.48

PAYING AGENT: Municipal
Bond Commission
(If not owned by Rural
Economic and Community
Development)

BOND COUNSEL: Goodwin & Goodwin
Contact Person: W. K. Bragg, Jr.
Phone: 346-7000

LENDER'S
COUNSEL: Hanna & Hanna
Contact Person: W. Wyatt Hanna
Phone: 342-2137

LENDER: Rural Economic and
Community Development
Contact Person: Ney R. Williamson, Jr.
Phone: 420-6666

REGISTRAR: Town of Clendenin
Contact Person: Evelyn
Robertson
Phone: 548-4192

KNOWLEDGEABLE ISSUER CONTACT:
Contact Person: James M. Clendenin
Position: Mayor
Phone: 548-4192

DEPOSITS TO MBC AT CLOSE:

	<u> </u> Accrued Interest:	\$ <u> </u>
	<u> </u> Capitalized Interest:	\$ <u> </u>
By <u> </u> Wire	<u> </u> Reserve Account:	\$ <u> </u>
<u> </u> Check	<u>X</u> Other:	\$ <u> </u>

REFUNDS & TRANSFERS BY MBC AT CLOSE:

	<u> </u> To Escrow Trustee:	\$ <u> </u>
By <u> </u> Wire	<u> </u> To Issuer:	\$ <u> </u>
<u> </u> Check	<u> </u> To Cons. Invest. Fund:	\$ <u> </u>
<u>X</u> IGT	<u>X</u> Other: Muni. Bond Comm.	\$6,751.52 to Series 1995 Water Bonds Reserve Acct. and \$15,930.52 to Series 1995 Water Bonds Depreciation Fund

Notes:

FOR MUNICIPAL BOND COMMISSION USE ONLY:

DOCUMENTS

REQUIRED:

TRANSFERS

REQUIRED:

discontinuance of water utility for nonpayment of rates and charges; lien for delinquent rates and charges; failure to pay rates and charges; deferral of filing of a civil action; deferral of filing of a magistrate court action; subject to foreclosure.

owns, operates or provides sewer service and does not own, maintain, operate or provide the same is provided by any other utility or public service district, the municipality shall require the provider of water service to require the provider of water service to pay delinquent rates and charges to the municipality. The municipality is authorized hereby to discontinue water service for this purpose; however, prior to discontinue water service the municipality shall contract with the user for all costs and expenses incurred by the user of water service to such user. The municipality shall hold harmless from claims and damages in error or in violation of the municipality providing sewer service to the user for this purpose shall have the right to its execution and performance must comply with all rules, regulations and ordinances.

for such services rendered plus court fees and costs and a reasonable attorney's fee: Provided, That an owner of real property may not be held liable for the delinquent rates or charges for services or facilities of a tenant, nor shall any lien attach to real property for the reason of delinquent rates or charges for services or facilities of a tenant of such real property, unless the owner has contracted directly with the municipality to purchase such services or facilities.

for such services rendered plus court fees and costs and a reasonable attorney's fee: Provided, That an owner of real property may not be held liable for the delinquent rates or charges for services or facilities of a tenant, nor shall any lien attach to real property for the reason of delinquent rates or charges for services or facilities of a tenant of such real property, unless the owner has contracted directly with the municipality to purchase such services or facilities.

(d) Municipalities are hereby granted a deferral of filing fees or other fees and costs incidental to the bringing and maintenance of an action in magistrate court for the collection of the delinquent rates and charges. If the municipality collects the delinquent account, plus fees and costs, from its customer or other responsible party, the municipality shall pay to the magistrate court the filing fees or other fees and costs which were previously deferred.

(e) No municipality may foreclose upon the premises served by it for delinquent rates and charges for which a lien is authorized by this section except through the bringing and maintenance of a civil action for such purpose brought in the circuit court of the county wherein the municipality lies. In every such action, the court shall be required to make a finding based upon the evidence and facts presented that the municipality had exhausted all other remedies for the collection of debts with respect to such delinquencies prior to the bringing of such action. In no event shall foreclosure procedures be instituted by any municipality or on its behalf unless such delinquency has been in existence or continued for a period of two years from the date of the first such delinquency for which foreclosure is being instituted. (1989, c. 133; 1990, c. 140.)

Effect of amendment of 1990. — The amendment, in (b), deleted "property and the owner thereof, as well as the" preceding "user of," substituted "the user shall" for "the owner, user and property shall," and deleted the former two provisos at the end; and in (c), inserted "when notice thereof ... property is situate," and rewrote the proviso.

ARTICLE 19.

MUNICIPAL AND COUNTY WATERWORKS AND ELECTRIC POWER SYSTEMS.

Part I. Municipal and County Waterworks and Electric Power Systems Authorized; Definition.

Sec. 8-19-1. Acquisition and operation of municipal and county waterworks and electric power systems; construction of improvements to municipal and county electric power systems; extension beyond corporate limits; definitions.

Part III. Right of Eminent Domain.

8-19-3. Right of eminent domain; limitations.

Sec. Part IV. Revenue Bond Financing.

- 8-19-4. Estimate of cost; ordinance or order for issuance of revenue bonds; interest on bonds; rates for services; exemption from taxation.
8-19-5. Publication of abstract of ordinance or order and notice; hearing.
8-19-6. Amount, negotiability and execution of bonds.
8-19-7. Bonds payable solely from revenues; not to constitute municipal or county indebtedness.
8-19-8. Lien of bondholders; deeds of trust;

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- Sec. security agreements; priority of liens.
- 8-19-9. Covenants with bondholders.
- 8-19-10. Operating contract.
- 8-19-11. Rates or charges for water and electric power must be sufficient to pay bonds, etc.; disposition of surplus.
- 8-19-12. Service charges; sinking fund; amount of bonds; additional bonds; surplus.
- 8-19-12a. Lien for delinquent service rates and charges; notice of delinquency; failure to cure delinquency; civil actions; deferral of filing fees and costs in magistrate court action; limitations with respect to foreclosure.
- 8-19-13. Discontinuance of water or electric power service for nonpayment of rates or charges.
- 8-19-14. Bonds for additions, betterments and improvements.
- 8-19-15. System of accounts; audit.

- Sec. 8-19-16. Protection and enforcement of rights of bondholders, etc.; receivership.

Part V. Grants, Loans, Advances and Agreements; Cumulative Authority.

- 8-19-17. Grants, loans, advances and agreements.
- 8-19-18. Additional and alternative method for constructing or improving and for financing waterworks or electric power system; cumulative authority.

Part VI. Operation by Board; Construction.

- 8-19-19. Alternative procedure for acquisition, construction or improvement of waterworks or electric power system.
- 8-19-20. Article to be liberally construed.
- 8-19-21. Specifications for water mains and water service pipes.

Revision of article. — Acts 1990, c. 141, amended and reenacted this article, substituting present §§ 8-19-1 — 8-19-20 for former §§ 8-19-1 to 8-19-12a, and 8-19-13 to 8-19-20 (enacted by Acts 1933, c. 26, §§ 1, 3-14 and amended by Acts 1933, 2nd Ex. Sess., c. 49; 1937, c. 52; 1939, c. 97, c. 98, § 10; 1949, c. 90; 1955, c. 133; 1961, cc. 104, 105; 1967, c. 105; 1969, c. 86; 1970, c. 7; 1971, c. 103; 1978, c. 72; 1980, c. 33; 1981, 1st Ex. Sess., c. 2; 1983, c. 151; 1984, c. 128; 1986, c. 118; 1986, 1st Ex. Sess., c. 18; 1989, c. 133). No detailed explanation of the changes made by the 1990 act was practicable, but, where appropriate, the historical citations to the former sections have been added to corresponding sections in the amended article.

PART I. MUNICIPAL AND COUNTY WATERWORKS AND ELECTRIC POWER SYSTEMS AUTHORIZED; DEFINITION.

§ 8-19-1. Acquisition and operation of municipal and county waterworks and electric power systems; construction of improvements to municipal and county electric power systems; extension beyond corporate limits; definitions.

(a) Subject to and in accordance with the provisions of this article, any municipality or county commission may acquire, construct, establish, extend, equip, repair, maintain and operate or lease to others for operation, a waterworks system or an electric power system or construct, maintain and operate additions, betterments and improvements to an existing waterworks system or an existing electric power system, notwithstanding any provision or limitation to the contrary in any other law or charter: Provided, That such

Sec.
8-19-16. Protection and enforcement of rights of bondholders, etc.; receivership.

Part V. Grants, Loans, Advances and Agreements; Cumulative Authority.

- 8-19-17. Grants, loans, advances and agreements.
- 8-19-18. Additional and alternative method for constructing or improving and for financing waterworks or electric power system; cumulative authority.

Part VI. Operation by Board; Construction.

- 8-19-19. Alternative procedure for acquisition, construction or improvement of waterworks or electric power system.
- 8-19-20. Article to be liberally construed.
- 8-19-21. Specifications for water mains and water service pipes.

), c. 33; 1981, 1st Ex. Sess., c. 2; 1983, c. 1984, c. 128; 1986, c. 118; 1986, 1st Ex. Sess., 1989, c. 133). No detailed explanation of the changes made by the 1990 act was available, but, where appropriate, the citations to the former sections have been added to corresponding sections in the amended article.

WATERWORKS AND ELECTRIC POWER SYSTEMS
DEFINITION.

Extension of municipal and electric power systems; improvements to municipal electric power systems; extension of limits; definitions.

provisions of this article, any person shall not construct, establish, extend, lease to others for operation, or lease or construct, maintain and operate an existing waterworks system, notwithstanding any provision or ordinance in its charter: Provided, That such

municipality or county commission shall not serve or supply water facilities or electric power facilities or services within the corporate limits of any other municipality or county commission without the consent of the governing body of such other municipality or county commission.

(b) Any municipality or county commission which intends to file an application with the federal energy regulatory commission for a license to acquire, construct, establish, extend, maintain and operate, or lease to others for operation, an electric power system, shall give written notice by certified mail, return receipt requested, and shall give public notice by Class I legal advertisement in compliance with the provisions of article three [§ 59-3-1 et seq.], chapter fifty-nine of this code and the publication area shall be the municipality or county in which the system is to be located to the governing body of the municipality or the county commission in which such system is or shall be located or, if such system is or shall be located outside of a municipality or county, to the county commission of the county in which such system is or shall be located, at least sixty days prior to the filing of such application: Provided, That the provisions of this subsection shall not apply to any municipality or county commission which, on the date of the passage of this act [Acts 1990, c. 141; March 10, 1990], has obtained a license from the federal energy regulatory commission to acquire, construct, establish, extend, maintain and operate, or lease to others for operation, an electric power system. If the municipality or county commission receiving such notice does not respond to the notice within sixty days of receipt of such notice, then such other municipality or the county commission shall be deemed to have consented to the application for the proposed electric power system. If such other municipality or the county commission notifies the municipality or county commission that it objects to the proposed electric power system, such other municipality or the county commission shall hold a public hearing on the proposed system within sixty days of receipt of such notice from the municipality or county commission.

(c) As used in this article:

(1) "Waterworks system" means a waterworks system in its entirety or any integral part thereof, including mains, hydrants, meters, valves, standpipes, storage tanks, pump tanks, pumping stations, intakes, wells, impounding reservoirs, pumps, machinery, purification plants, softening apparatus and all other facilities necessary, appropriate, useful, convenient or incidental in connection with or to a water supply system.

(2) "Electric power system" means a system or facility which produces electric power in its entirety or provides for the distribution of electric power for local consumption and use or for distribution and resale or any combination thereof, or any integral part thereof, including, but not limited to, power lines and wires, power poles, guy wires, insulators, transformers, generators, cables, power line towers, voltage regulators, meters, power substations, machinery and all other facilities necessary, appropriate, useful or convenient or incidental in connection with or to an electric power supply system. (1933, Ex. Sess., c. 26, § 1; 1937, c. 52; 1939, c. 97; 1949, c. 90; 1955, c. 133; 1969, c. 86; 1978, c. 72; 1983, c. 151; 1986, c. 118; 1986, 1st Ex. Sess., c. 18; 1990, c. 141.)

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Revision of article. — See note under the same catchline at the beginning of this article.

PART III. RIGHT OF EMINENT DOMAIN.

§ 8-19-3. Right of eminent domain; limitations.

For the purpose of acquiring, constructing, establishing or extending any waterworks system or electric power system, or for the purpose of constructing any additions, betterments or improvements to any waterworks or electric power system, or for the purpose of acquiring any property necessary, appropriate, useful, convenient or incidental for or to any waterworks or electric power system, under the provisions of this article, the municipality or county commission shall have the right of eminent domain as provided in chapter fifty-four [§ 54-1-1 et seq.] of this code: Provided, That such right of eminent domain for the acquisition of a privately owned waterworks system, or electric power system, or any part thereof, shall not be exercised without prior approval of the public service commission, and in no event shall any municipality or county commission construct, establish or extend beyond the corporate limits of said municipality or county line a municipal or county waterworks or electric power system under the provisions of this article to supply service in competition with an existing privately or municipally or county owned waterworks or electric power system in such municipality or county or within the proposed extension of such system, unless a certificate of public convenience and necessity therefor shall have been issued by the public service commission: Provided, however, That a municipality or county commission may not exercise such right of eminent domain over a privately owned electric power system or any part thereof for the purpose of acquiring, constructing, establishing or extending an electric power system.

Subject to the provisions of this article and notwithstanding the provisions of section nineteen [§ 8-12-19], article twelve of this chapter to the contrary, a municipality or county commission may acquire, construct, establish, extend, equip, repair, maintain and operate, or lease to others for operation, electric generators or electric generating systems or electric transmission systems more than one mile beyond the corporate limits of such municipality or county line and said electric generation systems shall not be under the jurisdiction of the public service commission. (1933, Ex. Sess., c. 26, § 9; 1937, c. 52; 1969, c. 86; 1978, c. 72; 1983, c. 151; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

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PART IV. REVENUE BOND FINANCING.

INENT DOMAIN.

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 vided, That such right of eminent
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 not be exercised without prior
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 m, unless a certificate of public
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 electric transmission systems
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 not be under the jurisdiction of
 c. 26, § 9; 1937, c. 52; 1969, c.

**§ 8-19-4. Estimate of cost; ordinance or order for issuance
 of revenue bonds; interest on bonds; rates for
 services; exemption from taxation.**

Whenever a municipality or county commission shall, under the provisions of this article, determine to acquire, by purchase or otherwise, construct, establish, extend or equip a waterworks system or an electric power system, or to construct any additions, betterments or improvements to any waterworks or electric power system, it shall cause an estimate to be made of the cost thereof, and may, by ordinance or order, provide for the issuance of revenue bonds under the provisions of this article, which ordinance or order shall set forth a brief description of the contemplated undertaking, the estimated cost thereof, the amount, rate or rates of interest, the time and place of payment, and other details in connection with the issuance of the bonds. Such bonds shall be in such form and shall be negotiated and sold in such manner and upon such terms as the governing body of such municipality or county commission may by ordinance or order specify. All such bonds and the interest thereon shall be exempt from all taxation by this state, or any county, municipality or county commission, political subdivision or agency thereof. Notwithstanding any other provision of this code to the contrary, the real and personal property which a municipality or county has acquired and constructed according to the provisions of this article, and any leasehold interest therein held by other persons, shall be deemed public property and shall be exempt from taxation by the state, or any county, municipality or other levying body, so long as the same is owned by such municipality or county: Provided, That with respect to electric power systems, this exemption for real and personal property shall be applicable only for such real and personal property (1) physically situate within the municipal or county boundaries of the municipality or county which acquired or constructed such electric power system and there was in place prior to the effective date of the amendments to this section made in the year one thousand nine hundred ninety-two an agreement between the municipality and the county commission for payments in lieu of tax, or (2) acquired or constructed with the written agreement of the county school board, county commission and any municipal authority within whose jurisdiction the electric power system is or is to be physically situate. Notwithstanding anything contained in this statute to the contrary, this exemption shall be applicable to any leasehold or similar interest held by persons other than a municipality or county only if acquired or constructed with the written agreement of the county school board, county commission and any municipal authority within whose jurisdiction the electric power system is or is to be physically situate: Provided, however, That payments made to any county commission, county school board or municipality in lieu of tax pursuant to such an agreement shall be distributed as if the payments resulted from ad valorem property taxation. Such bonds shall bear interest at a rate per annum set by the municipality or county commission, payable at such times, and shall be payable as to principal

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at such times, not exceeding fifty years from their date, and at such place or places, within or without the state, as shall be prescribed in the ordinance or order providing for their issuance. Unless the governing body of the municipality or county commission shall otherwise determine, such ordinance or order shall also declare that a statutory mortgage lien shall exist upon the property so to be acquired, constructed, established, extended or equipped, fix minimum rates or charges for water or electricity to be collected prior to the payment of all of said bonds and shall pledge the revenues derived from the waterworks or electric power system for the purpose of paying such bonds and interest thereon, which pledge shall definitely fix and determine the amount of revenues which shall be necessary to be set apart and applied to the payment of the principal of and interest upon the bonds and the proportion of the balance of such revenues, which are to be set aside as a proper and adequate depreciation account, and the remainder shall be set aside for the reasonable and proper maintenance and operation thereof. The rates or charges to be charged for the services from such waterworks or electric power system shall be sufficient at all times to provide for the payment of interest upon all bonds and to create a sinking fund to pay the principal thereof as and when the same become due, and reasonable reserves therefor, and to provide for the repair, maintenance and operation of the waterworks or electric power system, and to provide an adequate depreciation fund, and to make any other payments which shall be required or provided for in the ordinance or order authorizing the issuance of said bonds. (1933, Ex. Sess., c. 26, § 3; 1933, 2nd Ex. Sess., c. 49; 1955, c. 133; 1969, c. 86; 1970, c. 7; 1978, c. 72; 1980, c. 33; 1981, 1st Ex. Sess., c. 2; 1984, c. 128; 1986, 1st Ex. Sess., c. 18; 1990, c. 141; 1992, c. 147.)

Revision of article. — See note under the same catchline at the beginning of this article.

Effect of amendment of 1992. — The amendment, effective July 1, 1992, added the fifth sentence and the proviso at the end of the fourth sentence.

Editor's notes. — This section refers to "the effective date of the amendments to this section made in the year one thousand nine hundred ninety-two." Acts 1992, c. 147 provided that the amendments to this section, made in 1992, take effect July 1, 1992.

§ 8-19-5. Publication of abstract of ordinance or order and notice; hearing.

After the ordinance or order for any project under this article has been adopted, an abstract of the ordinance or order, determined by the governing body to contain sufficient information as to give notice of the contents of such ordinance or order, together with the following described notice, shall be published as a Class II legal advertisement in compliance with the provisions of article three [§ 59-3-1 et seq.], chapter fifty-nine of this code, and the publication area for such publication shall be the municipality or county. The notice to be published with said abstract of the ordinance or order shall state that said ordinance or order has been adopted, that the municipality or county commission contemplates the issuance of the bonds described in the ordinance or order, that any person interested may appear before the governing body, upon a certain date, which shall be not less than ten days subsequent to the date of the first publication of such abstract and notice and which shall not be

from their date, and at such place or all be prescribed in the ordinance or s the governing body of the municipi- wise determine, such ordinance or mortgage lien shall exist upon the established, extended or equipped, fix electricity to be collected prior to the edge the revenues derived from the e purpose of paying such bonds and eely fix and determine the amount of t apart and applied to the payment e bonds and the proportion of the e set aside as a proper and adequate hall be set aside for the reasonable hereof. The rates or charges to be orks or electric power system shall payment of interest upon all bonds apical thereof as and when the same efor, and to provide for the repair, rks or electric power system, and to to make any other payments which rdinance or order authorizing the 2003; 1933, 2nd Ex. Sess., c. 49; 1972; 1980, c. 33; 1981, 1st Ex. Sess., : 1990, c. 141; 1992, c. 147.)

Editor's notes. — This section refers to "the tive date of the amendments to this section e in the year one thousand nine hundred ty-two." Acts 1992, c. 147 provided that the dments to this section, made in 1992, take : July 1, 1992.

of ordinance or order and

ject under this article has been er, determined by the governing ve notice of the contents of such owing described notice, shall be n compliance with the provisions fifty-nine of this code, and the e the municipality or county. The he ordinance or order shall state l, that the municipality or county bonds described in the ordinance pear before the governing body, than ten days subsequent to the nd notice and which shall not be

prior to the date of the last publication by such abstract and notice, and present protests, and that a certified copy of the ordinance or order is on file with the governing body for review by interested parties during the office hours of the governing body. At such hearing all protests and suggestions shall be heard and the governing body shall take such action as it considers proper in the premises: Provided, That if at such hearing written protest is filed by thirty percent or more of the freeholders of the municipality or county, then the governing body of said municipality or county shall not take further action unless four fifths of the qualified members of said governing body assent thereto. (1933, Ex. Sess., c. 26, § 4; 1967, c. 105; 1969, c. 86; 1971, c. 103; 1981, 1st Ex. Sess., c. 2; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-6. Amount, negotiability and execution of bonds.

Bonds herein provided for shall be issued in such amounts as may be necessary to provide sufficient funds to pay all costs of acquisition, construction, establishment, extension or equipment, including engineering, legal and other expenses, together with interest to a date six months subsequent to the estimated date of completion. Bonds issued under the provisions of this article are hereby declared to be negotiable instruments, and the same shall be executed by the proper legally constituted authorities of the municipality or county commission, and be sealed with the corporate seal of the municipality or certified by the county commission, and in case any of the officers whose signatures appear on the bonds or coupons shall cease to be such officers before delivery of such bonds, such signatures shall nevertheless be valid and sufficient for all purposes the same as if they had remained in office until such delivery. All signatures on the bonds or coupons and the corporate seal may be mechanically reproduced if authorized in the ordinance or order authorizing the issuance of the bonds. (1933, Ex. Sess., c. 26, § 5; 1933, 2nd Ex. Sess., c. 49, § 5; 1969, c. 86; 1970, c. 7; 1980, c. 33; 1981, 1st Ex. Sess., c. 2; 1984, c. 128; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-7. Bonds payable solely from revenues; not to constitute municipal or county indebtedness.

Bonds issued under the provisions of this article shall be payable solely from the revenues derived from such waterworks or electric power system, and such bonds shall not in any event constitute an indebtedness of such municipality or county within the meaning of any constitutional or statutory provision or limitation, and it shall be plainly stated on the face of each bond that the same has been issued under the provisions of this article, and that it does not constitute an indebtedness of such municipality or county within constitutional or statutory provision or limitation. Subject to the provisions of

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subsection (b), section twelve [§ 8-19-12(b)] of this article, the ordinance or order authorizing the issuance of the bonds may contain such covenants and restrictions upon the issuance of additional revenue bonds thereafter as may be considered necessary or advisable for the assurance of payment of the bonds thereby authorized and as may thereafter be issued. (1933, Ex. Sess., c. 26, § 6; 1933, 2nd Ex. Sess., c. 49; 1969, c. 86; 1978, c. 72; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-8. Lien of bondholders; deeds of trust; security agreements; priority of liens.

Unless the governing body shall otherwise determine in the ordinance or order authorizing the issuance of bonds under this article, there shall be and there is hereby created and granted a statutory mortgage lien upon the waterworks or electric power system so acquired, constructed, established, equipped, extended or improved from the proceeds of bonds hereby authorized to be issued, which shall exist in favor of the holder of said bonds and each of them, and to and in favor of the holder of the coupons attached to said bonds, and such waterworks or electric power system shall remain subject to such statutory mortgage lien until payment in full of the principal of and interest upon said bonds.

Any municipality or county commission in acquiring an existing waterworks system or in improving an existing waterworks or electric power system may provide that financing therefor may be made by issuing revenue bonds and delivering the same at such prices as may be agreed upon within the limitations prescribed in section six [§ 8-19-6] of this article. Any revenue bonds so issued to provide financing for such existing waterworks or electric power system or for any improvements to an existing waterworks or electric power system may be secured by a mortgage or deed of trust upon and security interest in the property so acquired or improved or any other interest of the municipality or county commission in property related thereto as determined by the municipality or county commission in the ordinance or order authorizing the issuance of such revenue bonds; and in such event the holders thereof shall have, in addition to any other remedies and rights prescribed by this article, such remedies and rights as may now or hereafter exist in law in the case of mortgages or deeds of trust on real property and security interests in personal property. Such mortgage or deed of trust, upon its recordation, shall have priority over all other liens or encumbrances, however created or arising, on the property covered by such mortgage or deed of trust, to the same extent and for the same amount as if the municipality or county were obligated to pay the full amount secured by such mortgage or deed of trust immediately upon the recordation of such mortgage or deed of trust and remained so obligated until the obligations secured are fully discharged. (1933, Ex. Sess., c. 26, § 7; 1933, 2nd Ex. Sess., c. 49; 1969, c. 86; 1978, c. 72; 1986, 1st Ex. Sess., c. 18; 1990, c. 141.)

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Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-9. Covenants with bondholders.

Any ordinance or order authorizing the issuance of bonds hereunder, or any trust indenture with any banking institution or trust company within or without the state for the security of said bonds, which any such municipality or county commission is hereby empowered and authorized to enter into and execute, may contain covenants with the holders of such bonds as to:

(a) The purpose or purposes to which the proceeds of sale of such bonds or the revenues derived from said waterworks or electric power system may be applied and the securing, use and disposition thereof, including, if deemed desirable, the appointment of a trustee or depository for any of such funds;

(b) The pledging of all or any part of the revenues derived from the ownership, control or operation of such waterworks or electric power system, including any part thereof heretofore or hereafter acquired, constructed, established, extended or equipped or derived from any other sources, to the payment of the principal of or interest thereon of bonds issued hereunder and for such reserve or other funds as may be considered necessary or desirable;

(c) The fixing, establishing and collecting of such rates or charges for the use of the services and facilities of the waterworks or electric power system, including the parts thereof heretofore or hereafter acquired, constructed, established, extended or equipped and the revision of same from time to time, as will always provide revenues at least sufficient to provide for all expenses of repair, maintenance and operation of such waterworks or electric power system, the payment of the principal of and interest upon all bonds or other obligations payable from the revenues of such waterworks or electric power system, and all reserve and other funds required by the terms of the ordinance or order authorizing the issuance of such bonds;

(d) The transfer from the general funds of the municipality or county commission to the account or accounts of the waterworks or electric power system of an amount equal to the cost of furnishing the municipality or county commission or any of its departments, boards or agencies or the county commission with the services and facilities of such waterworks or electric power system;

(e) Subject to the provisions of subsection (b), section twelve [§ 8-19-12(b)] of this article, limitations or restrictions upon the issuance of additional bonds or other obligations payable from the revenues of such waterworks or electric power system, and the rank or priority, as to lien and source and security for payment from the revenues of such waterworks or electric power system, between bonds payable from such revenues;

(f) The manner and terms upon which all bonds and other obligations issued hereunder may be declared immediately due and payable upon the happening of a default in the payment of the principal of or interest thereon, or in the performance of any covenant or agreement with bondholders, and the manner and terms upon which such defaults may be declared cured and the acceleration of the maturity of such bonds rescinded and repealed;

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(g) Budgets for the annual repair, maintenance and operation of such waterworks or electric power system and restrictions and limitations upon expenditures for such purposes, and the manner of adoption, modification, repeal or amendment thereof, including the approval of such budgets by consulting engineers designated by holders of bonds issued hereunder;

(h) The amounts of insurance to be maintained upon such waterworks or electric power system, or any part thereof, and the use and disposition of the proceeds of any insurance; and

(i) The keeping of books of account, relating to such undertakings and the audit and inspection thereof, and the furnishing to the holders of bonds issued hereunder or their representatives, reports prepared, certified or approved by accountants designated or approved by the holders of bonds issued hereunder.

Any such ordinance, order or trust indenture may also contain such other additional covenants as shall be considered necessary or desirable for the security of the holders of bonds issued hereunder, notwithstanding that such other covenants are not expressly enumerated above, it being the intention hereof to grant to municipalities or county commissions plenary power and authority to make any and all covenants or agreements necessary in order to secure greater marketability for bonds issued hereunder as fully and to the same extent as such covenants or agreements could be made by a private corporation rendering similar services and facilities and to grant to municipalities and counties full and complete power and authority to enter into any contracts, covenants or agreements with holders of bonds issued hereunder not inconsistent with the constitution of this state. (1955, c. 133; 1969, c. 86; 1978, c. 72; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-10. Operating contract.

Any such municipality or county commission may enter into contracts or agreements with any persons for (1) the repair, maintenance and operation and management of the facilities and properties of said waterworks or electric power system, or any part thereof, or (2) the collection and disbursement of the income and revenues therefor, or for both (1) and (2), for such period of time and under such terms and conditions as shall be agreed upon between such municipality or county commission and such persons. Any such municipality or county commission shall have plenary power and authority to provide in the ordinance or order authorizing the issuance of bonds hereunder, or in any trust indenture securing such bonds, that such contracts or agreements shall be valid and binding upon the municipality and county commission as long as any of said bonds, or interest thereon, is outstanding and unpaid. (1955, c. 133; 1969, c. 86; 1978, c. 72; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

maintenance and operation of such and restrictions and limitations upon the manner of adoption, modification, and the approval of such budgets by the holders of bonds issued hereunder; maintained upon such waterworks or of, and the use and disposition of the

relating to such undertakings and the wishing to the holders of bonds issued and prepared, certified or approved by the holders of bonds issued hereunder. The indenture may also contain such other provisions as may be deemed necessary or desirable for the purposes hereunder, notwithstanding that such provisions are not enumerated above, it being the intention of the county commissions plenary power and authority to make all agreements necessary in order to carry out the purposes of the bonds issued hereunder as fully and to the extent that such provisions could be made by a private corporation and to grant to municipalities and authority to enter into any contracts or agreements necessary in order to carry out the purposes of the bonds issued hereunder not otherwise provided for. (1955, c. 133; 1969, c. 86; 1978,

commission may enter into contracts or agreements for the repair, maintenance and operation of such waterworks or electric power system as hereinafter provided and shall charge, collect and account for the collection and disbursement of the revenues therefrom as will be sufficient to pay all repair, maintenance and operation costs, provide a depreciation fund, retire the bonds and pay the interest requirements of the bonds as the same become due. The ordinance or order pursuant to which any such bonds are issued shall pledge the revenues derived from the waterworks or electric power system to the purposes aforesaid and shall definitely fix and determine the amount of revenues which shall be necessary and set apart in a special fund for the bond requirements. The amounts as and when so set apart into said special fund for the bond requirements shall be remitted to the West Virginia municipal bond commission to be retained and paid out by said commission consistent with the provisions of this article and the ordinance or order pursuant to which such bonds have been issued: Provided, That payment of principal of and interest on

§ 8-19-11. Rates or charges for water and electric power must be sufficient to pay bonds, etc.; disposition of surplus.

Rates or charges for water or electric power fixed precedent to the issuance of bonds shall not be reduced until all of said bonds shall have been fully paid, and may, whenever necessary, be increased in amounts sufficient to provide for the payment of the principal of and interest upon such bonds, and to provide proper funds for the depreciation account and repair, maintenance and operation charges. If any surplus shall be accumulated in the repair, maintenance and operation fund which shall be in excess of the cost of repairing, maintaining and operating the waterworks or electric power system during the remainder of the fiscal year then current, and the cost of repairing, maintaining and operating the said waterworks or electric power system during the fiscal year then next ensuing, then any such excess may be transferred to either the depreciation account or to the bond and interest redemption account, and if any surplus shall be accumulated in the depreciation account over and above that which the municipality or county commission shall find may be necessary for the probable replacements which may be needed during the then present fiscal year, and the next ensuing fiscal year, such excess may be transferred to the bond and interest redemption account, and, if any surplus shall exist in the bond and interest redemption account, the same shall be applied insofar as possible in the purchase or retirement of outstanding revenue bonds payable from such account. (1933, Ex. Sess., c. 26, § 8; 1969, c. 86; 1978, c. 72; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-12. Service charges; sinking fund; amount of bonds; additional bonds; surplus.

(a) Every municipality or county commission issuing bonds under the provisions of this article shall thereafter, so long as any of such bonds remain outstanding, repair, maintain and operate its waterworks or electric power system as hereinafter provided and shall charge, collect and account for the revenues therefrom as will be sufficient to pay all repair, maintenance and operation costs, provide a depreciation fund, retire the bonds and pay the interest requirements of the bonds as the same become due. The ordinance or order pursuant to which any such bonds are issued shall pledge the revenues derived from the waterworks or electric power system to the purposes aforesaid and shall definitely fix and determine the amount of revenues which shall be necessary and set apart in a special fund for the bond requirements. The amounts as and when so set apart into said special fund for the bond requirements shall be remitted to the West Virginia municipal bond commission to be retained and paid out by said commission consistent with the provisions of this article and the ordinance or order pursuant to which such bonds have been issued: Provided, That payment of principal of and interest on

§ 8-19-12a

MUNICIPAL CORPORATIONS

any bonds owned by the United States of America or any agency or department thereof may be made by the municipality or county commission directly to the United States of America or said agency or department thereof. The bonds hereby authorized shall be issued in such amounts as may be determined necessary to provide funds for the purpose for which they are authorized, and in determining the amount of bonds to be issued it shall be proper to include interest on the bonds for a period not beyond six months from the estimated date of completion.

(b) If the proceeds of the bonds, because of error or otherwise, shall be less than the cost of the property or undertaking for which authorized, additional bonds may be issued to provide the amount of such deficit and such additional bonds shall be considered to be of the same issue and shall be entitled to payment from the same fund without preference or priority over the bonds first authorized and issued.

(c) If the proceeds of the bonds shall exceed the cost of the property or undertaking, the surplus shall be converted into the fund thereon. (1933, Ex. Sess., c. 26, § 11; 1969, c. 86; 1978, c. 72; 1986, c. 118; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-12a. Lien for delinquent service rates and charges; notice of delinquency; failure to cure delinquency; civil actions; deferral of filing fees and costs in magistrate court action; limitations with respect to foreclosure.

(a) Whenever any rates and charges for water services or facilities furnished remain unpaid for a period of thirty days after the same become due and payable, the property and the owner thereof, as well as the user of the services and facilities provided, shall be delinquent and the owner, user and property shall be held liable at law until such time as all such rates and charges are fully paid: Provided, That in the event the user is a tenant, the property owner shall be given notice of any said delinquency by certified mail, return receipt requested, and the user shall be given such notice by first-class mail: Provided, however, That failure of the user to cure the delinquency within a thirty-day period after receipt of such notice shall constitute grounds to terminate the user's lease of the premises concerned.

(b) All rates or charges for water service whenever delinquent, as provided by ordinance of the municipality or order of the county commission, shall be liens of equal dignity, rank and priority with the lien on such premises of state, county, school and municipal taxes for the amount thereof upon the real property served, and the municipality or county commission shall have plenary power and authority from time to time to enforce such lien in a civil action to recover the money due for such services rendered plus court fees and costs and a reasonable attorney's fee: Provided, That a municipality or county commission shall have exhausted all remedies available against such delinquent users before it may proceed in a civil action against the owner.

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provided shall be of state, the real plenary ction to osts and ommis- nt users

(c) Municipalities and county commissions are hereby granted a deferral of filing fees or other fees and costs incidental to the bringing and maintenance of an action in magistrate court for the collection of the delinquent rates and charges. If the municipality or county commission collects the delinquent account, plus fees and costs, from its customer or other responsible party, the municipality or county commission shall pay to the magistrate court the filing fees or other fees and costs which were previously deferred.

(d) No municipality or county commission may foreclose upon the premises served by it for delinquent rates or charges for which a lien is authorized by this section except through the bringing and maintenance of a civil action for such purpose brought in the circuit court of the county or the county wherein the municipality lies. In every such action, the court shall be required to make a finding based upon the evidence and facts presented that the municipality or county commission had exhausted all other remedies for the collection of debts with respect to such delinquencies prior to the bringing of such action. In no event shall foreclosure procedures be instituted by any municipality or county commission or on its behalf unless such delinquency had been in existence or continued for a period of two years from the date of the first such delinquency for which foreclosure is being sought. (1989, c. 133; 1990, cc. 140, 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

Effect of amendments of 1990. — Acts 1990, c. 140 rewrote the section as set out in the editor's notes.

Acts 1990, c. 141, set out above, rewrote this section as part of the revision of this article by that act.

Editor's notes. — This section was amended twice in 1990, first by c. 140 (passed March 10, and effective 90 days from passage) and then by c. 141 (passed March 10, and in effect from passage). The text set out above reflects the amendment by c. 141, which amended and reenacted the entire article. As amended by c. 140, this section read: "(a) Whenever any rates and charges for water services or facilities furnished remain unpaid for a period of thirty days after the same become due and payable, the user of the services and facilities provided shall be delinquent and the user shall be held liable at law until such time as all such rates and charges are fully paid.

"(b) All rates or charges for water service whenever delinquent, as provided by ordinance of the municipality, shall be liens of equal dignity, rank and priority with the lien on such premises of state, county, school and municipal taxes for the amount thereof upon the real property served, and the municipality shall have plenary power and authority from time to time to enforce such lien in a civil action to recover the money due for such services rendered plus court fees and costs and a reasonable attorney's fee: Provided, That an owner of real property may not be held liable for the

delinquent rates or charges for services or facilities of a tenant, nor shall any lien attach to real property for the reason of delinquent rates or charges for services or facilities of a tenant of such real property, unless the owner has contracted directly with the municipality to purchase such services or facilities.

"(c) Municipalities are hereby granted a deferral of filing fees or other fees and costs incidental to the bringing and maintenance of an action in magistrate court for the collection of the delinquent rates and charges. If the municipality collects the delinquent account, plus fees and costs, from its customer or other responsible party, the municipality shall pay to the magistrate court the filing fees or other fees and costs which were previously deferred.

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

§ 8-19-13

MUNICIPAL CORPORATIONS

§ 8-19-13. Discontinuance of water or electric power service for nonpayment of rates or charges.

Any such municipality or county commission shall also have plenary power and authority, and may covenant with the holders of any bonds issued hereunder, to shut off and discontinue the supplying of the water or electric power service of said waterworks or electric power system for the nonpayment of the rates or charges for said water or electric power service. (1955, c. 133; 1969, c. 86; 1978, c. 72; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-14. Bonds for additions, betterments and improvements.

Whenever any municipality or county commission shall now or hereafter own and operate a waterworks or electric power system, whether acquired, constructed, established, extended or equipped under the provisions of this article or not, and shall desire to construct additions, betterments or improvements thereto, it may issue revenue bonds under the provisions of this article to pay for the same, and the procedure therefor, including the fixing of rates or charges and the computation of the amount thereof, and the power and authority in connection therewith, shall be the same as in this article provided for the issuance of bonds for the acquisition, construction, establishment, extension or equipment of a waterworks system or electric power system in a municipality or county which has not heretofore owned and operated a waterworks or electric power system: Provided, That nothing in this article shall be construed as authorizing any municipality or county commission to impair or commit a breach of the obligation of any valid lien or contract created or entered into by it, the intention being to authorize the pledging, setting aside and segregation of such revenues for the construction of such additions, betterments or improvements only where and to the extent consistent with outstanding obligations of such municipality or county commission, and in accordance with the provisions of this article. (1933, Ex. Sess., c. 26, § 10; 1933, 2nd Ex. Sess., c. 49; 1969, c. 86; 1978, c. 72; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-15. System of accounts; audit.

Any municipality or county commission operating a waterworks or electric power system under the provisions of this article shall set up and maintain a proper system of accounts in accordance with the requirements of the public service commission, showing the amount of revenues received from such waterworks or electric power system and the application of the same. At least once each year such municipality or county commission shall cause such accounts to be properly audited, and a report of such audit shall be open to the

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Water or electric power service of rates or charges.

Commission shall also have plenary power over the holders of any bonds issued for the supplying of the water or electric power system for the nonpayment of electric power service. (1955, c. 133;

Waterworks and electric power systems - betterments and improve-

Commission shall now or hereafter over a power system, whether acquired, owned or operated under the provisions of this article, additions, betterments or improvements under the provisions of this article or otherwise, including the fixing of rates or charges therefor, and the power and authority to make the same as in this article provided for in this article, construction, establishment, extension, operation or electric power system in a waterworks or electric power system in a waterworks owned and operated as aforesaid. That nothing in this article shall be construed to authorize the pledging, setting or mortgaging of the construction of such additions, betterments or improvements, and in this article. (1933, Ex. Sess., c. 26, § 10; 1978, c. 72; 1990, c. 141.)

Audit.

When operating a waterworks or electric power system, the commission shall set up and maintain a system of accounts which shall conform with the requirements of the public utility laws of this state. At least once a year the commission shall cause such an audit of such accounts to be open to the

public for inspection at all reasonable times. (1939, c. 98, § 10; 1969, c. 86; 1978, c. 72; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-16. Protection and enforcement of rights of bondholders, etc.; receivership.

Any holder of any bonds issued under the provisions of this article or of any coupons representing interest accrued thereon may by civil action, mandamus or other proper proceeding enforce the statutory mortgage lien created and granted in section eight of this article, protect and enforce any and all rights granted hereunder or under any such ordinance, order or trust indenture, and may enforce and compel performance of all duties required by the provisions of this article or by any such ordinance, order or trust indenture to be performed by the municipality or county commission, or by the governing body or any officer, including the making and collecting of reasonable and sufficient rates or charges for services rendered by the waterworks or electric power system. If there be default in the payment of the principal of or interest upon any of such bonds, or of both principal and interest, any court having jurisdiction shall appoint a receiver to administer said waterworks or electric power system on behalf of the municipality or county commission, and the bondholders or trustee, or both, with power to charge and collect rates or charges sufficient to provide for the retirement of the bonds and pay the interest thereon, and for the payment of the repair, maintenance and operation expenses, and such receiver shall apply the revenues in conformity with the provisions of this article and the ordinance or order pursuant to which such bonds have been issued or any trust indenture, or both. (1933, Ex. Sess., c. 26, § 12; 1969, c. 86; 1978, c. 72; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

PART V. GRANTS, LOANS, ADVANCES AND AGREEMENTS; CUMULATIVE AUTHORITY.

§ 8-19-17. Grants, loans, advances and agreements.

As an alternative to, or in conjunction with, the issuance of revenue bonds authorized by this article, any municipality or county commission is hereby empowered and authorized to accept loans or grants and procure loans or temporary advances evidenced by notes or other negotiable instruments issued in the manner, and subject to the privileges and limitations, set forth with respect to bonds authorized to be issued under the provisions of this article, or otherwise enter into agreement, including, but not limited to, agreements of indemnity, assurance or guarantee with respect to, and for the purpose of financing part or all of, the cost of acquisition, construction, establishment, extension or equipment of waterworks or electric power systems and the

§ 8-19-18

MUNICIPAL CORPORATIONS

construction of additions, betterments and improvements to existing waterworks systems or to existing electric power systems, and for the other purposes herein authorized, from or with any authorized agency of the state or from the United States of America or any federal or public agency or department of the United States or any private agency, corporation or individual, which loans or temporary advances, including the interest thereon, or the municipality's or county's financial obligations contained in such other agreements, which need not bear interest, may be repaid out of the proceeds of bonds authorized to be issued under the provisions of this article, the revenues of or proceeds from the said waterworks system or electric power system or grants to the municipality or county commission from any agency of the state or from the United States of America or any federal or public agency or department of the United States or any private agency, corporation or individual or from any combination of such sources of payment, and may be secured in the manner provided in sections eight, nine and sixteen [§§ 8-19-8, 8-19-9 and 8-19-16] of this article to secure bonds issued under the provisions of this article, but shall not otherwise be subject to the requirements of sections eleven and twelve [§§ 8-19-11 and 8-19-12] of this article, and to enter into the necessary contracts and agreements to carry out the purposes hereof with any agency of the state, the United States of America or any federal or public agency or department of the United States, or with any private agency, corporation or individual.

In no event shall any such loan or temporary advance or agreement be a general obligation of the municipality or county and such loans or temporary advances or agreements, including the interest thereon, shall be paid solely from the sources specified in this section. (1961, c. 105; 1969, c. 86; 1978, c. 72; 1981, 1st Ex. Sess., c. 2; 1986, c. 118; 1986, 1st Ex. Sess., c. 18; 1990, c. 141.)

Revision of article. — See note under the same catchline at the beginning of this article.

§ 8-19-18. Additional and alternative method for constructing or improving and for financing waterworks or electric power system; cumulative authority.

This article shall, without reference to any other statute or charter provision, be deemed full authority for the acquisition, construction, establishment, extension, equipment, additions, betterment, improvement, repair, maintenance and operation of or to a waterworks or electric power system or for the construction of any additions, betterments, improvements, repairs, maintenance or operation of or to an existing electric power system as herein provided and for the issuance and sale of the bonds or the alternative methods of financing by this article authorized, and shall be construed as an additional and alternative method therefor and for the financing thereof, and no petition, referendum or election or other or further proceeding with respect to any such undertaking or to the issuance or sale of bonds or the alternative methods of financing under the provisions of this article and no publication of any

resolution, taking or financing of other state all functions unaffected

This article herein authorized respect the Ex. Sess.,

Revision of same catchline

§ 8-19-1

As an alternative or county construct, establish an electric betterment existing electric extended the revenue vision and a portion of governing alternative limited to board as per 104; 1969,

Revision of same catchline

§ 8-19-2

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Revision of same catchline

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**Alternative method for con-
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resolution, ordinance, order, notice or proceeding relating to any such under-
 taking or to the issuance or sale of such bonds or the alternative methods of
 financing shall be required, except as prescribed by this article, any provisions
 of other statutes of the state to the contrary notwithstanding: Provided, That
 all functions, powers and duties of the state division of health shall remain
 unaffected by this article.

This article shall be construed as cumulative authority for any undertaking
 herein authorized, and shall not be construed to repeal any existing laws with
 respect thereto. (1933, Ex. Sess., c. 26, § 13; 1969, c. 86; 1978, c. 72; 1986, 1st
 Ex. Sess., c. 18; 1990, c. 141.)

Revision of article. — See note under the
 same catchline at the beginning of this article.

PART VI. OPERATION BY BOARD; CONSTRUCTION.

**§ 8-19-19. Alternative procedure for acquisition, construc-
 tion or improvement of waterworks or electric
 power system.**

As an alternative to the procedures hereinabove provided, any municipality
 or county commission is hereby empowered and authorized to acquire, con-
 struct, establish, extend, equip, repair, maintain and operate a waterworks or
 an electric power system or to construct, maintain and operate additions,
 betterments and improvements to an existing waterworks system or an
 existing electric power system, whether acquired, constructed, established,
 extended or equipped under the provisions of this article or not, and to collect
 the revenues therefrom for the services rendered thereby, through the super-
 vision and control of a committee, by whatever name called, composed of all or
 a portion of the governing body, or of a board or commission appointed by such
 governing body, as may be provided by the governing body, and if such
 alternative is followed, said committee, board or commission shall have and be
 limited to all the powers, authority and ~~duties granted to~~ and imposed upon a
 board as provided in article sixteen [§ 8-16-1 et seq.] of this chapter. (1961, c.
 104; 1969, c. 86; 1978, c. 72; 1990, c. 141.)

Revision of article. — See note under the
 same catchline at the beginning of this article.

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 Art. 16.*

§ 8-19-20. Article to be liberally construed.

This article is necessary for the public health, safety and welfare and shall
 be liberally construed to effectuate its purposes. (1933, Ex. Sess., c. 26, § 14;
 1969, c. 86; 1990, c. 141.)

Revision of article. — See note under the
 same catchline at the beginning of this article.

§ 8-19-21

MUNICIPAL CORPORATIONS

§ 8-19-21. Specifications for water mains and water service pipes.

Considering the importance of public fire protection, any state or local government, public service district, public or private utility which installs, constructs, maintains, or upgrades water mains, shall ensure that all new water mains specifically intended to provide fire protection are supplied by main which are not less than six inches in diameter. A permit or other written approval shall be obtained from the Department of Health and Human Resources for each hydrant or group of hydrants installed in compliance with section nine [§ 16-1-9], article one, chapter sixteen of the West Virginia Code as amended: Provided, That all newly constructed water distribution system transferred to a public or private utility shall have mains at least six inches in diameter where fire flows are desired or required by the public or private utility: Provided, however, That the utility providing service has sufficient hydraulic capacity as determined by the Department of Health and Human Resources. (1994, c. 31.)

ARTICLE 20.

COMBINED WATERWORKS AND SEWERAGE SYSTEMS

Part III. Revenue Bond Financing.

Sec.

trate court action; limitation with respect to foreclosure.

Sec.

8-20-10. Power and authority of municipality to enact ordinances and make rules and regulations and fix rates or charges; change in rates or charges; failure to cure delinquency; delinquent rates or charges as liens; civil action for recovery thereof; deferral of filing fees and costs in magis-

Part IV. Grants, Loans and Advances; Cumulative Authority.

8-20-17. Additional and alternative method for constructing, etc., and financing combined waterworks and sewerage system; cumulative authority.

PART III. REVENUE BOND FINANCING.

§ 8-20-10. Power and authority of municipality to enact ordinances and make rules and regulations and fix rates or charges; change in rates or charges; failure to cure delinquency; delinquent rates or charges as liens; civil action for recovery thereof; deferral of filing fees and costs in magistrate court action; limitation with respect to foreclosure.

(a) The governing body of any municipality availing itself of the provision of this article shall have plenary power and authority to make, enact and enforce all needful rules and regulations for the repair, maintenance and operation and management of the combined waterworks and sewerage system

LAW OFFICES
GOODWIN & GOODWIN
P. O. BOX 2107
1500 ONE VALLEY SQUARE
CHARLESTON, WEST VIRGINIA 25328-2107
304/346-7000
TELECOPIER 304/344-9692

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ABC

201 THIRD STREET
PARKERSBURG, WEST VIRGINIA 26101
304/485-2345

P. O. BOX 349
500 CHURCH STREET
RIPLEY, WEST VIRGINIA 26271
304/372-2651

REPLY TO:

Charleston

February 12, 1996

WV Municipal Bond Commission
812 Quarrier Street, Suite 300
Charleston, WV 25301

Re: \$111,000 Town of Clendenin
Water Revenue Bonds
Series 1995

Dear Witter:

Enclosed please find the transcript which has been bound for your reference and use in connection with the above-referenced bond issue. If you have any questions concerning the materials contained in this transcript, please feel free to contact me.

Sincerely yours,

Bill Bragg

William K. Bragg, Jr.

WKB:rd
Enclosure

Posted _____

INTERNAL POSTING DOCUMENT

Document

Number:

TR353C

Edited _____

Date: DEC 19 95

CLN-W-1-70-X-KA-12 V , (25.69)

TR353C TRF BAL TO 95 RES P/L 12/19/95

CLN-W-2-70-X-KA-12 V , (6,646.47)

CLN-W-3-70-X-KA-12 V , (79.36)

CLN-W-~~2~~⁷⁰-~~70~~-X-KA-12 V , (16,143.10)

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CLN-W-3-95-X-KA-12 I , 16,143.10

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CLENDENIN WATER WORKS
PO BOX 547
CLENDENIN, WV 25045

December 19, 1995

WV Municipal Bond Commission
Suite 300
812 Quarrier Street
Charleston, WV 25301

RE: Account No. CLN-W-1-70-X-KA-12 - Clendenin 70 Water Revenue
CLN-W-2-70-X-KA-12 - Clendenin 70 Water Reserve
County: CLN-W-3-70-X-KA-12 - Clendenin 70 Water Depreciation
Kanawha

In setting up a Series 1995 Water Bonds Reserve Fund, we wish to use the monies left in the above listed accounts after our previous debt service obligation was satisfied (balances as of September 30, 1995 Statement of Account were: \$25.69 in Revenue Account; \$6,584.69 in Reserve Account; and \$16,071.66 in Depreciation Account) as follows: (1) \$6,751.52 into a Series 1995 Bonds Reserve Account, and (2) \$15,930.52 into a Series 1995 Bonds Water Depreciation Fund. Any accrued interest from 9/30/95 to the present should be deposited into the Series 1995 Bonds Water Depreciation Fund.

City of Clendenin
Water Department



James M. Clendenin, Mayor



H. Ray Woods, Water Board
Chairman

LAW OFFICES
GOODWIN & GOODWIN
P. O. BOX 2107
1500 ONE VALLEY SQUARE
CHARLESTON, WEST VIRGINIA 25328-2107
304/346-7000
TELECOPIER 304/344-9692

201 THIRD STREET
PARKERSBURG, WEST VIRGINIA 26101
304/485-2345

P. O. BOX 349
500 CHURCH STREET
RIPLEY, WEST VIRGINIA 25271
304/372-2651

REPLY TO:
Charleston

December 19, 1995

Mr. R. Witter Hallan, Executive Director
West Virginia Municipal Bond Commission
812 Quarrier Street, Suite 300
Charleston, WV 25301

Re: \$111,000 Town of Clendenin Water Revenue Bonds,
Series 1995

Dear Mr. Hallan:

Enclosed please find the New Issue Report Form which has been prepared in connection with the above-referenced transaction and sent to you for filing in your office in regard to the same. I have also included a copy of the Town of Clendenin's Ordinance approving the issuance of the bonds and a copy of the debt service schedule. Upon completion of the transcript, we will forward a bound copy to you for your reference. Please note that the loan was made by Rural Economic and Community Development and that debt service payments will be made directly to the United States of America.

If you have any questions concerning this transaction, please feel free to contact me.

Sincerely yours,

W. K. Bragg, Jr.

William K. Bragg, Jr.

WKB:rdb
Enclosure

WV MUNICIPAL BOND COMMISSION

812 Quarrier Street,
Suite 300

Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: December 19, 1995
(See Reverse for Instructions)

ISSUE: \$111,000 Town of Clendenin, West Virginia
Water Revenue Bonds, Series 1995

ADDRESS: P.O. Box 694
Clendenin, WV 25045 COUNTY: Kanawha

PURPOSE: New Money X

OF ISSUE: Refunding _____ Refunds issue(s) dated:

ISSUE DATE: December 19, 1995 CLOSING DATE: December 19, 1995

ISSUE AMOUNT: \$111,000 RATE: 5.25 %

1ST DEBT SERVICE DUE: January 19, 1996

1ST PRINCIPAL DUE: January 19, 1998

1ST DEBT SERVICE AMOUNT: \$469.48

PAYING AGENT: Municipal
Bond Commission
(If not owned by Rural
Economic and Community
Development)

BOND COUNSEL: Goodwin & Goodwin
Contact Person: W. K. Bragg, Jr.
Phone: 346-7000

LENDER'S
COUNSEL: Hanna & Hanna
Contact Person: W. Wyatt Hanna
Phone: 342-2137

LENDER: Rural Economic and
Community Development
Contact Person: Ney R. Williamson, Jr.
Phone: 420-6666

REGISTRAR: Town of Clendenin
Contact Person: Evelyn
Robertson
Phone: 548-4192

KNOWLEDGEABLE ISSUER CONTACT:
Contact Person: James M. Clendenin
Position: Mayor
Phone: 548-4192

DEPOSITS TO MBC AT CLOSE:

	_____	Accrued Interest:	\$ _____
	_____	Capitalized Interest:	\$ _____
By _____	_____	Reserve Account:	\$ _____
_____	<u>X</u>	Other:	\$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:

	_____	To Escrow Trustee:	\$ _____
By _____	_____	To Issuer:	\$ _____
_____	_____	To Cons. Invest. Fund:	\$ _____
<u>X</u>	<u>X</u>	Other: Muni. Bond Comm.	\$6,751.52 to Series 1995 Water Bonds Reserve Acct. and \$15,930.52 to Series 1995 Water Bonds Depreciation Fund

Notes: _____

FOR MUNICIPAL BOND COMMISSION USE ONLY:

DOCUMENTS

REQUIRED: _____

TRANSFERS

REQUIRED: _____

TOWN OF CLENDENIN
 WATER REVENUE BONDS
 SERIES 1995

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 Debt Service Schedule
 =====

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
1/18/96			469.48	469.48	
2/18/96			485.67	485.67	
3/18/96			485.67	485.67	
4/18/96			485.67	485.67	
5/18/96			485.67	485.67	
6/18/96			485.67	485.67	
7/18/96			485.67	485.67	
8/18/96			485.67	485.67	
9/18/96			485.67	485.67	
10/18/96			485.67	485.67	
11/18/96			485.67	485.67	
12/18/96			485.67	485.67	5,811.89
1/18/97			485.67	485.67	
2/18/97			485.67	485.67	
3/18/97			485.67	485.67	
4/18/97			485.67	485.67	
5/18/97			485.67	485.67	
6/18/97			485.67	485.67	
7/18/97			485.67	485.67	
8/18/97			485.67	485.67	
9/18/97			485.67	485.67	
10/18/97			485.67	485.67	
11/18/97			485.67	485.67	
12/18/97			485.67	485.67	5,828.08
1/18/98	77.00	5.250000	485.67	562.67	
2/18/98	77.00	5.250000	485.34	562.34	
3/18/98	78.00	5.250000	485.00	563.00	
4/18/98	78.00	5.250000	484.66	562.66	
5/18/98	78.00	5.250000	484.32	562.32	
6/18/98	79.00	5.250000	483.98	562.98	
7/18/98	79.00	5.250000	483.63	562.63	
8/18/98	79.00	5.250000	483.28	562.28	
9/18/98	80.00	5.250000	482.94	562.94	
10/18/98	80.00	5.250000	482.59	562.59	
11/18/98	80.00	5.250000	482.24	562.24	
12/18/98	81.00	5.250000	481.89	562.89	6,751.52
1/18/99	81.00	5.250000	481.53	562.53	
2/18/99	81.00	5.250000	481.18	562.18	
3/18/99	82.00	5.250000	480.83	562.83	
4/18/99	82.00	5.250000	480.47	562.47	
5/18/99	82.00	5.250000	480.11	562.11	
6/18/99	83.00	5.250000	479.75	562.75	
7/18/99	83.00	5.250000	479.38	562.38	
8/18/99	83.00	5.250000	479.02	562.02	
9/18/99	84.00	5.250000	478.66	562.66	
10/18/99	84.00	5.250000	478.29	562.29	
11/18/99	85.00	5.250000	477.92	562.92	
12/18/99	85.00	5.250000	477.55	562.55	6,749.68
1/18/00	85.00	5.250000	477.18	562.18	
2/18/00	86.00	5.250000	476.81	562.81	
3/18/00	86.00	5.250000	476.43	562.43	
4/18/00	86.00	5.250000	476.05	562.05	
5/18/00	87.00	5.250000	475.68	562.68	
6/18/00	87.00	5.250000	475.30	562.30	
7/18/00	88.00	5.250000	474.92	562.92	
8/18/00	88.00	5.250000	474.53	562.53	
9/18/00	88.00	5.250000	474.15	562.15	
10/18/00	89.00	5.250000	473.76	562.76	
11/18/00	89.00	5.250000	473.37	562.37	
12/18/00	90.00	5.250000	472.98	562.98	6,750.15
1/18/01	90.00	5.250000	472.59	562.59	
2/18/01	90.00	5.250000	472.19	562.19	
3/18/01	91.00	5.250000	471.80	562.80	
4/18/01	91.00	5.250000	471.40	562.40	

Prepared by Crews & Associates, Inc.

TOWN OF CLENDENIN
 WATER REVENUE BONDS
 SERIES 1995

=====
 Debt Service Schedule
 =====

Date	Principal	Coupon	Interest	Period Total	Fiscal Total
5/18/ 1	91.00	5.250000	471.00	562.00	
6/18/ 1	92.00	5.250000	470.61	562.61	
7/18/ 1	92.00	5.250000	470.20	562.20	
8/18/ 1	93.00	5.250000	469.80	562.80	
9/18/ 1	93.00	5.250000	469.39	562.39	
10/18/ 1	94.00	5.250000	468.99	562.99	
11/18/ 1	94.00	5.250000	468.58	562.58	
12/18/ 1	94.00	5.250000	468.16	562.16	6,749.71
1/18/ 2	95.00	5.250000	467.75	562.75	
2/18/ 2	95.00	5.250000	467.34	562.34	
3/18/ 2	96.00	5.250000	466.92	562.92	
4/18/ 2	96.00	5.250000	466.50	562.50	
5/18/ 2	96.00	5.250000	466.08	562.08	
6/18/ 2	97.00	5.250000	465.66	562.66	
7/18/ 2	97.00	5.250000	465.24	562.24	
8/18/ 2	98.00	5.250000	464.81	562.81	
9/18/ 2	98.00	5.250000	464.38	562.38	
10/18/ 2	99.00	5.250000	463.95	562.95	
11/18/ 2	99.00	5.250000	463.52	562.52	
12/18/ 2	99.00	5.250000	463.09	562.09	6,750.24
1/18/ 3	100.00	5.250000	462.65	562.65	
2/18/ 3	100.00	5.250000	462.22	562.22	
3/18/ 3	101.00	5.250000	461.78	562.78	
4/18/ 3	101.00	5.250000	461.34	562.34	
5/18/ 3	102.00	5.250000	460.90	562.90	
6/18/ 3	102.00	5.250000	460.45	562.45	
7/18/ 3	102.00	5.250000	460.00	562.00	
8/18/ 3	103.00	5.250000	459.56	562.56	
9/18/ 3	103.00	5.250000	459.10	562.10	
10/18/ 3	104.00	5.250000	458.65	562.65	
11/18/ 3	104.00	5.250000	458.20	562.20	
12/18/ 3	105.00	5.250000	457.74	562.74	6,749.58
1/18/ 4	105.00	5.250000	457.28	562.28	
2/18/ 4	106.00	5.250000	456.83	562.83	
3/18/ 4	106.00	5.250000	456.36	562.36	
4/18/ 4	107.00	5.250000	455.90	562.90	
5/18/ 4	107.00	5.250000	455.43	562.43	
6/18/ 4	108.00	5.250000	454.96	562.96	
7/18/ 4	108.00	5.250000	454.49	562.49	
8/18/ 4	108.00	5.250000	454.02	562.02	
9/18/ 4	109.00	5.250000	453.54	562.54	
10/18/ 4	109.00	5.250000	453.07	562.07	
11/18/ 4	110.00	5.250000	452.59	562.59	
12/18/ 4	110.00	5.250000	452.11	562.11	6,749.56
1/18/ 5	111.00	5.250000	451.63	562.63	
2/18/ 5	111.00	5.250000	451.14	562.14	
3/18/ 5	112.00	5.250000	450.65	562.65	
4/18/ 5	112.00	5.250000	450.16	562.16	
5/18/ 5	113.00	5.250000	449.67	562.67	
6/18/ 5	113.00	5.250000	449.18	562.18	
7/18/ 5	114.00	5.250000	448.69	562.69	
8/18/ 5	114.00	5.250000	448.19	562.19	
9/18/ 5	115.00	5.250000	447.69	562.69	
10/18/ 5	115.00	5.250000	447.18	562.18	
11/18/ 5	116.00	5.250000	446.68	562.68	
12/18/ 5	116.00	5.250000	446.17	562.17	6,749.04
1/18/ 6	117.00	5.250000	445.67	562.67	
2/18/ 6	117.00	5.250000	445.15	562.15	
3/18/ 6	118.00	5.250000	444.64	562.64	
4/18/ 6	118.00	5.250000	444.13	562.13	
5/18/ 6	119.00	5.250000	443.61	562.61	
6/18/ 6	119.00	5.250000	443.09	562.09	
7/18/ 6	120.00	5.250000	442.57	562.57	
8/18/ 6	120.00	5.250000	442.04	562.04	

Prepared by Crews & Associates, Inc.

Micro-Muni Debt Date: 12-14-1995 @ 13:29:19 Filename: Key:

TOWN OF CLENDENIN
WATER REVENUE BONDS
SERIES 1995

=====
Debt Service Schedule
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Date	Principal	coupon	Interest	Period Total	Fiscal Total
9/18/ 6	121.00	5.250000	441.52	562.52	
10/18/ 6	122.00	5.250000	440.99	562.99	
11/18/ 6	122.00	5.250000	440.45	562.45	
12/18/ 6	123.00	5.250000	439.92	562.92	6,749.78
1/18/ 7	123.00	5.250000	439.38	562.38	
2/18/ 7	124.00	5.250000	438.84	562.84	
3/18/ 7	124.00	5.250000	438.30	562.30	
4/18/ 7	125.00	5.250000	437.76	562.76	
5/18/ 7	125.00	5.250000	437.21	562.21	
6/18/ 7	126.00	5.250000	436.67	562.67	
7/18/ 7	126.00	5.250000	436.11	562.11	
8/18/ 7	127.00	5.250000	435.56	562.56	
9/18/ 7	127.00	5.250000	435.01	562.01	
10/18/ 7	128.00	5.250000	434.45	562.45	
11/18/ 7	129.00	5.250000	433.89	562.89	
12/18/ 7	129.00	5.250000	433.33	562.33	6,749.51
1/18/ 8	130.00	5.250000	432.76	562.76	
2/18/ 8	130.00	5.250000	432.19	562.19	
3/18/ 8	131.00	5.250000	431.62	562.62	
4/18/ 8	131.00	5.250000	431.05	562.05	
5/18/ 8	132.00	5.250000	430.48	562.48	
6/18/ 8	133.00	5.250000	429.90	562.90	
7/18/ 8	133.00	5.250000	429.32	562.32	
8/18/ 8	134.00	5.250000	428.74	562.74	
9/18/ 8	134.00	5.250000	428.15	562.15	
10/18/ 8	135.00	5.250000	427.56	562.56	
11/18/ 8	136.00	5.250000	426.97	562.97	
12/18/ 8	136.00	5.250000	426.38	562.38	6,750.12
1/18/ 9	137.00	5.250000	425.78	562.78	
2/18/ 9	137.00	5.250000	425.18	562.18	
3/18/ 9	138.00	5.250000	424.58	562.58	
4/18/ 9	139.00	5.250000	423.98	562.98	
5/18/ 9	139.00	5.250000	423.37	562.37	
6/18/ 9	140.00	5.250000	422.76	562.76	
7/18/ 9	140.00	5.250000	422.15	562.15	
8/18/ 9	141.00	5.250000	421.54	562.54	
9/18/ 9	142.00	5.250000	420.92	562.92	
10/18/ 9	142.00	5.250000	420.30	562.30	
11/18/ 9	143.00	5.250000	419.68	562.68	
12/18/ 9	143.00	5.250000	419.05	562.05	6,750.30
1/18/10	144.00	5.250000	418.43	562.43	
2/18/10	145.00	5.250000	417.80	562.80	
3/18/10	145.00	5.250000	417.16	562.16	
4/18/10	146.00	5.250000	416.53	562.53	
5/18/10	147.00	5.250000	415.89	562.89	
6/18/10	147.00	5.250000	415.25	562.25	
7/18/10	148.00	5.250000	414.60	562.60	
8/18/10	149.00	5.250000	413.95	562.95	
9/18/10	149.00	5.250000	413.30	562.30	
10/18/10	150.00	5.250000	412.65	562.65	
11/18/10	151.00	5.250000	411.99	562.99	
12/18/10	151.00	5.250000	411.33	562.33	6,750.88
1/18/11	152.00	5.250000	410.67	562.67	
2/18/11	152.00	5.250000	410.01	562.01	
3/18/11	153.00	5.250000	409.34	562.34	
4/18/11	154.00	5.250000	408.67	562.67	
5/18/11	154.00	5.250000	408.00	562.00	
6/18/11	155.00	5.250000	407.33	562.33	
7/18/11	156.00	5.250000	406.65	562.65	
8/18/11	157.00	5.250000	405.96	562.96	
9/18/11	157.00	5.250000	405.28	562.28	
10/18/11	158.00	5.250000	404.59	562.59	
11/18/11	159.00	5.250000	403.90	562.90	
12/18/11	159.00	5.250000	403.20	562.20	6,749.60

Prepared by Crews & Associates, Inc.

Micro-Muni Debt Date: 12-14-1995 @ 13:29:19 filename: Key:

TOWN OF CLENDENIN
WATER REVENUE BONDS
SERIES 1995

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Debt Service Schedule

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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
1/18/12	160.00	5.250000	402.51	562.51	
2/18/12	161.00	5.250000	401.81	562.81	
3/18/12	161.00	5.250000	401.10	562.10	
4/18/12	162.00	5.250000	400.40	562.40	
5/18/12	163.00	5.250000	399.69	562.69	
6/18/12	164.00	5.250000	398.98	562.98	
7/18/12	164.00	5.250000	398.26	562.26	
8/18/12	165.00	5.250000	397.54	562.54	
9/18/12	166.00	5.250000	396.82	562.82	
10/18/12	166.00	5.250000	396.09	562.09	
11/18/12	167.00	5.250000	395.37	562.37	
12/18/12	168.00	5.250000	394.64	562.64	6,750.20
1/18/13	169.00	5.250000	393.90	562.90	
2/18/13	169.00	5.250000	393.16	562.16	
3/18/13	170.00	5.250000	392.42	562.42	
4/18/13	171.00	5.250000	391.68	562.68	
5/18/13	172.00	5.250000	390.93	562.93	
6/18/13	172.00	5.250000	390.18	562.18	
7/18/13	173.00	5.250000	389.43	562.43	
8/18/13	174.00	5.250000	388.67	562.67	
9/18/13	175.00	5.250000	387.91	562.91	
10/18/13	175.00	5.250000	387.14	562.14	
11/18/13	176.00	5.250000	386.38	562.38	
12/18/13	177.00	5.250000	385.61	562.61	6,750.39
1/18/14	178.00	5.250000	384.83	562.83	
2/18/14	178.00	5.250000	384.05	562.05	
3/18/14	179.00	5.250000	383.27	562.27	
4/18/14	180.00	5.250000	382.49	562.49	
5/18/14	181.00	5.250000	381.70	562.70	
6/18/14	182.00	5.250000	380.91	562.91	
7/18/14	182.00	5.250000	380.11	562.11	
8/18/14	183.00	5.250000	379.32	562.32	
9/18/14	184.00	5.250000	378.52	562.52	
10/18/14	185.00	5.250000	377.71	562.71	
11/18/14	186.00	5.250000	376.90	562.90	
12/18/14	186.00	5.250000	376.09	562.09	6,749.90
1/18/15	187.00	5.250000	375.27	562.27	
2/18/15	188.00	5.250000	374.46	562.46	
3/18/15	189.00	5.250000	373.63	562.63	
4/18/15	190.00	5.250000	372.81	562.81	
5/18/15	191.00	5.250000	371.97	562.97	
6/18/15	191.00	5.250000	371.14	562.14	
7/18/15	192.00	5.250000	370.30	562.30	
8/18/15	193.00	5.250000	369.46	562.46	
9/18/15	194.00	5.250000	368.62	562.62	
10/18/15	195.00	5.250000	367.77	562.77	
11/18/15	196.00	5.250000	366.92	562.92	
12/18/15	196.00	5.250000	366.06	562.06	6,750.41
1/18/16	197.00	5.250000	365.20	562.20	
2/18/16	198.00	5.250000	364.34	562.34	
3/18/16	199.00	5.250000	363.47	562.47	
4/18/16	200.00	5.250000	362.60	562.60	
5/18/16	201.00	5.250000	361.73	562.73	
6/18/16	202.00	5.250000	360.85	562.85	
7/18/16	203.00	5.250000	359.96	562.96	
8/18/16	203.00	5.250000	359.08	562.08	
9/18/16	204.00	5.250000	358.19	562.19	
10/18/16	205.00	5.250000	357.29	562.29	
11/18/16	206.00	5.250000	356.40	562.40	
12/18/16	207.00	5.250000	355.50	562.50	6,749.60
1/18/17	208.00	5.250000	354.59	562.59	
2/18/17	209.00	5.250000	353.68	562.68	
3/18/17	210.00	5.250000	352.77	562.77	
4/18/17	211.00	5.250000	351.85	562.85	

Prepared by Crews & Associates, Inc.

Micro-Muni Debt Date: 12-14-1995 @ 13:29:19 Filename: Key:

TOWN OF CLENDENIN
WATER REVENUE BONDS
SERIES 1995

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Debt Service Schedule
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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
5/18/17	212.00	5.250000	350.92	562.92	
6/18/17	212.00	5.250000	350.00	562.00	
7/18/17	213.00	5.250000	349.07	562.07	
8/18/17	214.00	5.250000	348.14	562.14	
9/18/17	215.00	5.250000	347.20	562.20	
10/18/17	216.00	5.250000	346.26	562.26	
11/18/17	217.00	5.250000	345.31	562.31	
12/18/17	218.00	5.250000	344.37	562.37	6,749.15
1/18/18	219.00	5.250000	343.41	562.41	
2/18/18	220.00	5.250000	342.45	562.45	
3/18/18	221.00	5.250000	341.49	562.49	
4/18/18	222.00	5.250000	340.52	562.52	
5/18/18	223.00	5.250000	339.55	562.55	
6/18/18	224.00	5.250000	338.58	562.58	
7/18/18	225.00	5.250000	337.60	562.60	
8/18/18	226.00	5.250000	336.61	562.61	
9/18/18	227.00	5.250000	335.62	562.62	
10/18/18	228.00	5.250000	334.63	562.63	
11/18/18	229.00	5.250000	333.63	562.63	
12/18/18	230.00	5.250000	332.63	562.63	6,750.73
1/18/19	231.00	5.250000	331.62	562.62	
2/18/19	232.00	5.250000	330.61	562.61	
3/18/19	233.00	5.250000	329.60	562.60	
4/18/19	234.00	5.250000	328.58	562.58	
5/18/19	235.00	5.250000	327.55	562.55	
6/18/19	236.00	5.250000	326.53	562.53	
7/18/19	237.00	5.250000	325.49	562.49	
8/18/19	238.00	5.250000	324.46	562.46	
9/18/19	239.00	5.250000	323.42	562.42	
10/18/19	240.00	5.250000	322.37	562.37	
11/18/19	241.00	5.250000	321.32	562.32	
12/18/19	242.00	5.250000	320.27	562.27	6,749.81
1/18/20	243.00	5.250000	319.21	562.21	
2/18/20	244.00	5.250000	318.14	562.14	
3/18/20	245.00	5.250000	317.08	562.08	
4/18/20	246.00	5.250000	316.00	562.00	
5/18/20	248.00	5.250000	314.93	562.93	
6/18/20	249.00	5.250000	313.84	562.84	
7/18/20	250.00	5.250000	312.75	562.75	
8/18/20	251.00	5.250000	311.66	562.66	
9/18/20	252.00	5.250000	310.56	562.56	
10/18/20	253.00	5.250000	309.46	562.46	
11/18/20	254.00	5.250000	308.35	562.35	
12/18/20	255.00	5.250000	307.24	562.24	6,749.21
1/18/21	256.00	5.250000	306.12	562.12	
2/18/21	257.00	5.250000	305.00	562.00	
3/18/21	259.00	5.250000	303.88	562.88	
4/18/21	260.00	5.250000	302.75	562.75	
5/18/21	261.00	5.250000	301.61	562.61	
6/18/21	262.00	5.250000	300.47	562.47	
7/18/21	263.00	5.250000	299.32	562.32	
8/18/21	264.00	5.250000	298.17	562.17	
9/18/21	265.00	5.250000	297.01	562.01	
10/18/21	267.00	5.250000	295.86	562.86	
11/18/21	268.00	5.250000	294.69	562.69	
12/18/21	269.00	5.250000	293.51	562.51	6,749.39
1/18/22	270.00	5.250000	292.34	562.34	
2/18/22	271.00	5.250000	291.16	562.16	
3/18/22	273.00	5.250000	289.97	562.97	
4/18/22	274.00	5.250000	288.78	562.78	
5/18/22	275.00	5.250000	287.58	562.58	
6/18/22	276.00	5.250000	286.37	562.37	
7/18/22	277.00	5.250000	285.17	562.17	
8/18/22	279.00	5.250000	283.95	562.95	

Prepared by Crews & Associates, Inc.

Micro-Muni Debt Date: 12-14-1995 @ 13:29:20 Filename: Key:

TOWN OF CLENDENIN
 WATER REVENUE BONDS
 SERIES 1995

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 Debt Service Schedule
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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
9/18/22	280.00	5.250000	282.73	562.73	
10/18/22	281.00	5.250000	281.51	562.51	
11/18/22	282.00	5.250000	280.28	562.28	
12/18/22	283.00	5.250000	279.05	562.05	6,749.88
1/18/23	283.00	5.250000	277.81	562.81	
2/18/23	286.00	5.250000	276.56	562.56	
3/18/23	287.00	5.250000	275.31	562.31	
4/18/23	288.00	5.250000	274.05	562.05	
5/18/23	290.00	5.250000	272.79	562.79	
6/18/23	291.00	5.250000	271.52	562.52	
7/18/23	292.00	5.250000	270.25	562.25	
8/18/23	294.00	5.250000	268.97	562.97	
9/18/23	295.00	5.250000	267.69	562.69	
10/18/23	296.00	5.250000	266.40	562.40	
11/18/23	297.00	5.250000	265.10	562.10	6,750.25
12/18/23	299.00	5.250000	263.80	562.80	
1/18/24	300.00	5.250000	262.49	562.49	
2/18/24	301.00	5.250000	261.18	562.18	
3/18/24	303.00	5.250000	259.86	562.86	
4/18/24	304.00	5.250000	258.54	562.54	
5/18/24	305.00	5.250000	257.21	562.21	
6/18/24	307.00	5.250000	255.87	562.87	
7/18/24	308.00	5.250000	254.53	562.53	
8/18/24	309.00	5.250000	253.18	562.18	
9/18/24	311.00	5.250000	251.83	562.83	
10/18/24	312.00	5.250000	250.47	562.47	
11/18/24	313.00	5.250000	249.11	562.11	6,750.01
12/18/24	315.00	5.250000	247.74	562.74	
1/18/25	316.00	5.250000	246.36	562.36	
2/18/25	317.00	5.250000	244.98	561.98	
3/18/25	319.00	5.250000	243.59	562.59	
4/18/25	320.00	5.250000	242.19	562.19	
5/18/25	322.00	5.250000	240.79	562.79	
6/18/25	323.00	5.250000	239.38	562.38	
7/18/25	324.00	5.250000	237.97	561.97	
8/18/25	326.00	5.250000	236.55	562.55	
9/18/25	327.00	5.250000	235.13	562.13	
10/18/25	329.00	5.250000	233.70	562.70	
11/18/25	330.00	5.250000	232.26	562.26	6,748.70
12/18/25	332.00	5.250000	230.81	562.81	
1/18/26	333.00	5.250000	229.36	562.36	
2/18/26	335.00	5.250000	227.90	562.90	
3/18/26	336.00	5.250000	226.44	562.44	
4/18/26	338.00	5.250000	224.97	562.97	
5/18/26	339.00	5.250000	223.49	562.49	
6/18/26	340.00	5.250000	222.00	562.00	
7/18/26	342.00	5.250000	220.52	562.52	
8/18/26	343.00	5.250000	219.02	562.02	
9/18/26	345.00	5.250000	217.52	562.52	
10/18/26	346.00	5.250000	216.01	562.01	
11/18/26	348.00	5.250000	214.50	562.50	6,748.69
12/18/26	349.00	5.250000	212.97	561.97	
1/18/27	351.00	5.250000	211.45	562.45	
2/18/27	353.00	5.250000	209.91	562.91	
3/18/27	354.00	5.250000	208.37	562.37	
4/18/27	356.00	5.250000	206.82	562.82	
5/18/27	357.00	5.250000	205.26	562.26	
6/18/27	359.00	5.250000	203.70	562.70	
7/18/27	360.00	5.250000	202.13	562.13	
8/18/27	362.00	5.250000	200.55	562.55	
9/18/27	364.00	5.250000	198.97	562.97	
10/18/27	365.00	5.250000	197.38	562.38	
11/18/27	367.00	5.250000	195.78	562.78	6,750.48
12/18/27	368.00	5.250000	194.17	562.17	

Prepared by Crews & Associates, Inc.

TOWN OF CLENDENIN
WATER REVENUE BONDS
SERIES 1995

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Debt Service Schedule

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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
1/18/28	370.00	5.250000	192.56	562.56	
2/18/28	372.00	5.250000	190.94	562.94	
3/18/28	373.00	5.250000	189.32	562.32	
4/18/28	375.00	5.250000	187.69	562.69	
5/18/28	376.00	5.250000	186.04	562.04	
6/18/28	376.00	5.250000	184.40	562.40	
7/18/28	380.00	5.250000	182.75	562.75	
8/18/28	381.00	5.250000	181.08	562.08	
9/18/28	383.00	5.250000	179.42	562.42	
10/18/28	385.00	5.250000	177.74	562.74	
11/18/28	386.00	5.250000	176.06	562.06	
12/18/28	388.00	5.250000	174.37	562.37	6,749.36
1/18/29	390.00	5.250000	172.67	562.67	
2/18/29	392.00	5.250000	170.96	562.96	
3/18/29	393.00	5.250000	169.25	562.25	
4/18/29	395.00	5.250000	167.53	562.53	
5/18/29	397.00	5.250000	165.80	562.80	
6/18/29	398.00	5.250000	164.06	562.06	
7/18/29	400.00	5.250000	162.32	562.32	
8/18/29	402.00	5.250000	160.57	562.57	
9/18/29	404.00	5.250000	158.81	562.81	
10/18/29	405.00	5.250000	157.05	562.05	
11/18/29	407.00	5.250000	155.27	562.27	
12/18/29	409.00	5.250000	153.49	562.49	6,749.79
1/18/30	411.00	5.250000	151.70	562.70	
2/18/30	413.00	5.250000	149.91	562.91	
3/18/30	414.00	5.250000	148.10	562.10	
4/18/30	416.00	5.250000	146.29	562.29	
5/18/30	418.00	5.250000	144.47	562.47	
6/18/30	420.00	5.250000	142.64	562.64	
7/18/30	422.00	5.250000	140.80	562.80	
8/18/30	424.00	5.250000	138.95	562.95	
9/18/30	425.00	5.250000	137.10	562.10	
10/18/30	427.00	5.250000	135.24	562.24	
11/18/30	429.00	5.250000	133.37	562.37	
12/18/30	431.00	5.250000	131.49	562.49	6,750.05
1/18/31	433.00	5.250000	129.61	562.61	
2/18/31	435.00	5.250000	127.71	562.71	
3/18/31	437.00	5.250000	125.81	562.81	
4/18/31	439.00	5.250000	123.90	562.90	
5/18/31	440.00	5.250000	121.98	561.98	
6/18/31	442.00	5.250000	120.05	562.05	
7/18/31	444.00	5.250000	118.12	562.12	
8/18/31	446.00	5.250000	116.18	562.18	
9/18/31	448.00	5.250000	114.23	562.23	
10/18/31	450.00	5.250000	112.27	562.27	
11/18/31	452.00	5.250000	110.30	562.30	
12/18/31	454.00	5.250000	108.32	562.32	6,748.46
1/18/32	456.00	5.250000	106.33	562.33	
2/18/32	458.00	5.250000	104.34	562.34	
3/18/32	460.00	5.250000	102.33	562.33	
4/18/32	462.00	5.250000	100.32	562.32	
5/18/32	464.00	5.250000	98.30	562.30	
6/18/32	466.00	5.250000	96.27	562.27	
7/18/32	468.00	5.250000	94.23	562.23	
8/18/32	470.00	5.250000	92.18	562.18	
9/18/32	472.00	5.250000	90.13	562.13	
10/18/32	474.00	5.250000	88.06	562.06	
11/18/32	476.00	5.250000	85.99	561.99	
12/18/32	479.00	5.250000	83.90	562.90	6,747.37
1/18/33	481.00	5.250000	81.81	562.81	
2/18/33	483.00	5.250000	79.70	562.70	
3/18/33	485.00	5.250000	77.59	562.59	
4/18/33	487.00	5.250000	75.47	562.47	

Prepared by Crews & Associates, Inc.

Micro-Muni Debt Date: 12-14-1995 @ 13:29:20

Filename: Key:

TOWN OF CLENDENIN
 WATER REVENUE BONDS
 SERIES 1995

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 Debt Service Schedule
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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
5/18/33	489.00	5.250000	73.34	562.34	
6/18/33	491.00	5.250000	71.20	562.20	
7/18/33	493.00	5.250000	69.05	562.05	
8/18/33	496.00	5.250000	66.89	562.89	
9/18/33	498.00	5.250000	64.72	562.72	
10/18/33	500.00	5.250000	62.54	562.54	
11/18/33	502.00	5.250000	60.36	562.36	
12/18/33	504.00	5.250000	58.16	562.16	6,749.83
1/18/34	507.00	5.250000	55.96	562.96	
2/18/34	509.00	5.250000	53.74	562.74	
3/18/34	511.00	5.250000	51.51	562.51	
4/18/34	513.00	5.250000	49.27	562.27	
5/18/34	515.00	5.250000	47.05	562.05	
6/18/34	518.00	5.250000	44.78	562.78	
7/18/34	520.00	5.250000	42.51	562.51	
8/18/34	522.00	5.250000	40.24	562.24	
9/18/34	525.00	5.250000	37.95	562.95	
10/18/34	527.00	5.250000	35.65	562.65	
11/18/34	529.00	5.250000	33.35	562.35	
12/18/34	531.00	5.250000	31.03	562.03	6,750.02
1/18/35	534.00	5.250000	28.71	562.71	
2/18/35	536.00	5.250000	26.37	562.37	
3/18/35	538.00	5.250000	24.03	562.03	
4/18/35	541.00	5.250000	21.68	562.68	
5/18/35	543.00	5.250000	19.31	562.31	
6/18/35	546.00	5.250000	16.93	562.93	
7/18/35	548.00	5.250000	14.54	562.54	
8/18/35	550.00	5.250000	12.15	562.15	
9/18/35	553.00	5.250000	9.74	562.74	
10/18/35	555.00	5.250000	7.32	562.32	
11/18/35	558.00	5.250000	4.89	562.89	
12/18/35	560.00	5.250000	2.45	562.45	6,750.12
	111,000.00		157,131.43	268,131.43	
ACCRUED					
	111,000.00		157,131.43	268,131.43	

Dated 12/19/95 with Delivery of 12/19/95
 Bond Years 2.992751
 Average Coupon 5.250401
 Average Life 26.961721
 M I C % 5.250401 % Using 100.000000
 T I C % 5.308207 % From Delivery Date
 Arbitrage Yield 5.308207 %

Prepared by Crews & Associates, Inc.

Micro-Muni Debt Date: 12-14 1995 @ 13:29:21 Filename: Key: