

Town of Grantsville
Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

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**TOWN OF GRANTSVILLE
WATER REVENUE BONDS, SERIES 2011 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)**

BOND ORDINANCE

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TOWN OF GRANTSVILLE

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF THE TOWN OF GRANTSVILLE, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE TOWN OF GRANTSVILLE OF NOT MORE THAN \$1,375,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2011 A (UNITED STATES DEPARTMENT OF AGRICULTURE) IN ONE OR MORE SERIES; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

ARTICLE I

**STATUTORY AUTHORITY, FINDINGS
AND DEFINITIONS**

Section 1.01 Authority for this Ordinance. This Ordinance is adopted and enacted pursuant to the provisions of Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law. The Town of Grantsville (the "Issuer") is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia in Calhoun County of said State.

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

A. The Issuer currently owns and operates a public waterworks system and desires to acquire, construct and operate certain additional public waterworks facilities consisting of additions, betterments and improvements to such existing waterworks facilities, with all appurtenant facilities.

B. 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 waterworks system of the Issuer, including making improvements to its water system, specifically, installation of a ten inch transmission main and an eight inch distribution main, construction of a 300,000 gallon water storage reservoir, and installation of six inch fire service lines and attendant fire hydrants in Grantsville in Calhoun County, and provide water system service (the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Recorder of the Issuer. The existing waterworks facilities of the Issuer, together with the Project and any further additions, betterments and improvements, are herein called the "System". The

acquisition and construction 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. 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 costs of operation and maintenance of the System, the principal of and interest on the Series 2011 A Bonds and the Prior Bonds (as hereinafter defined) and all debt service, reserve fund and other payments provided for herein and in the Prior Ordinance.

D. The estimated maximum cost of the acquisition and construction of the Project is \$1,430,000 of which not more than \$1,375,000 will be obtained from the proceeds of sale of the Series 2011 A Bonds herein authorized and \$55,000 will be obtained as a grant from the Purchaser.

E. It is necessary for the Issuer to issue its Water Revenue Bonds Series 2011 A (United States Department of Agriculture) in one or more series, in the aggregate principal amount not to exceed \$1,375,000 (collectively, the "Series 2011 A Bonds"), to finance a portion of the cost of acquisition and construction of the Project. The cost of such acquisition and construction shall be deemed to include, without being limited to, the acquisition and construction of the Project; the acquisition of all property rights, easements and franchises deemed necessary or convenient therefor and for the improvements and extensions thereto; interest on the Series 2011 A Bonds prior to and during acquisition and construction, and for a period not exceeding six months after completion of such acquisition or construction, of the Project; engineering, fiscal agents and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incidental to determining the feasibility or practicability of the Project, administrative expense, and such other expenses as may be necessary or incidental to the acquisition and construction of the Project and the financing authorized hereby; provided that, reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2011 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project.

F. The period of usefulness of the System, as herein defined, after completion of the Project is not less than forty years.

G. The Issuer has outstanding its: (i) Water Revenue Bonds, Series 1999 (United States Department of Agriculture), dated November 10, 1999, issued in the original aggregate principal amount of \$400,000 (the "Series 1999 Bonds"); (ii) Water Revenue Bonds, Series 1991 (United States Department of Agriculture), dated February 27, 1991, issued in the original aggregate principal amount of \$80,000 (the "Series 1991 Bonds"); and (iii) Water Revenue Bonds, Series 1979 (United States Department of Agriculture), dated January 14, 1982, issued in the original aggregate principal amount of \$289,000 (the "Series 1979 Bonds") (collectively, the "Prior Bonds"). The Series 2011 A Bonds are payable from and secured by a first lien on the Net Revenues (as hereinafter defined) of the System.

The Series 2011 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects.

Prior to the issuance of the Series 2011 A Bonds, the Issuer will obtain (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consents of the Holders of the Prior Bonds to the issuance of the Series

2011 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

H. It is in the best interest of the Issuer that the Series 2011 A Bonds be sold to the Purchaser, pursuant to the terms and provisions of the Letter of Conditions dated April 7, 2009, and any amendments, thereto (collectively, the "Letter of Conditions").

I. The Issuer has complied with all requirements of law relating to the authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Series 2011 A Bonds, or will have so complied prior to issuance of the Series 2011 A Bonds, including, among other things and without limitation, obtaining a certificate of convenience and necessity and approval of the financing and necessary user rates and charges from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired or shall have been duly waived or otherwise provided for.

Section 1.03 Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2011 A Bonds by those who shall be the Registered Owner of the same from time to time, this Ordinance (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner, 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 Series 2011 A Bonds.

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

"Act" means Chapter 8, Article 19 of the West Virginia Code of 1931, as amended.

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

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

"Bonds" means collectively, the Series 2011 A Bonds, the Prior Bonds and where appropriate, any bonds on a parity herewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2011 A Bonds for the proceeds, or at least a de minimus portion, thereof representing the purchase price of the Series 2011 A Bonds from the Purchaser.

"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 AE Associates, Ltd., Charleston, 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.

“Depository Bank” means the bank designated as such in the Supplemental Resolution and its successors and assigns, which is a member of FDIC (herein defined).

“Facilities” or “waterworks facilities” means all the tangible properties of the System and also any tangible properties which may hereafter be added to the System by additions, 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 12-month period beginning on July 1 and ending on the succeeding June 30.

“Governing Body” or “Council” means the Council of the Issuer.

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

“Herein” or “herein” means in this Bond Legislation.

“Issuer” or “Borrower” means the Town of Grantsville, a municipal corporation and political subdivision of the State of West Virginia, in Calhoun County, West Virginia, and includes the Governing Body.

“Letter of Conditions” means, collectively, the Letter of Conditions of the Purchaser dated April 7, 2009, and all amendments thereto, if any.

“Mayor” means the Mayor of the Issuer.

“Minimum Reserve” means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2011 A Bonds in the then current or any succeeding year.

“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 Project and the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, materials and supplies, pumping costs, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the Project and 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 principles 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 Series 2011 A Bonds and into

the respective reserve accounts and the Renewal and Replacement Fund have been made to the last monthly date prior to the date of such retention.

“Prior Bonds” means the Series 1999 Bonds, the Series 1991 Bonds and the Series 1979 Bonds.

“Prior Ordinance” means the Ordinance of the Issuer authorizing the Prior Bonds.

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

“Project Construction Account” means the Project Construction Account established pursuant to section 4.01 hereof.

“Purchaser” or “Government” means United States Department of Agriculture, Rural Utilities Service, and any successor thereof, acting for and on behalf of the United States of America.

“Qualified Investments” means and includes any of the following, to the extent such investments are permitted by law:

(a) Government Obligations;

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

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

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

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC (hereinbefore defined) 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 Board of Treasury Investments pursuant to Chapter 12, Article 6C 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 or Standard & Poor’s Corporation.

“Recorder” means the Recorder of the Issuer.

“Registered Owner,” “Bondholder,” “Holder of the Bond” or any similar term means any person who shall be the registered owner of the Series 2011 A Bonds.

“Renewal and Replacement Fund” means the renewal and replacement Fund established by Prior Ordinance.

“Reserve Accounts” means, the respective reserve accounts for the Series 2011 A Bonds and the Prior Bonds.

“Revenue Fund” means the Revenue Fund established by Prior Ordinance.

“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 practices.

“Series 1979 Bonds” means the Issuer’s Water Revenue Bonds, Series 1979, (United States Department of Agriculture), dated January 14, 1982, issued in the original aggregate principal amount of \$289,000.

“Series 1991 Bonds” means the Issuer’s Water Revenue Bonds, Series 1991, (United States Department of Agriculture), dated February 27, 1991, issued in the original aggregate principal amount of \$80,000.

“Series 1999 Bonds” means the Issuer’s Water Revenue Bonds, Series 1999, (United States Department of Agriculture), dated November 10, 1999, issued in the original aggregate principal amount of \$400,000.

“Series 2011 A Bonds” means the Water Revenue Bonds, Series 2011 A, (United States Department of Agriculture) issued in one or more series authorized by this Ordinance.

"Series 2011 A Bonds Reserve Account" means the Series 2011 A Bonds Reserve Account established by Section 4.02 hereof.

"Series 2011 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2011 A Bonds in the then current or any succeeding year.

“State” means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2011 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2011 A Bonds, and not so included may be included in another Supplemental Resolution.

“System” means the complete waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks systems, including the Project, and any and all additions, betterments, improvements, properties or other facilities at any time acquired or constructed for the Waterworks system from any source whatsoever.

“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; words importing persons shall include firms and corporations; and words importing the masculine feminine or neutral gender shall include any other gender; and any requirement for execution or attestation of the Series 2011 A Bonds or any certificate or other document by the Mayor or the Recorder shall mean that such Series 2011 A Bonds, certificate or other documents may be executed or attested by an Acting Mayor or 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 and ordered the acquisition and construction of the Project, at an estimated cost not to exceed \$1,430,000, 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 Series 2011 A Bonds hereby authorized shall be applied as provided in Article IV hereof.

The estimated maximum cost of the acquisition and construction of the Project is \$1,430,000 of which not more than \$1,375,000 will be obtained from the proceeds of sale of the Series 2011 A Bonds herein authorized and approximately \$55,000 will be obtained as a grant from the Purchaser.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BONDS

Section 3.01. Authorization of Bonds. Subject and pursuant to the provisions of this Bond Legislation, the Series 2011 A Bonds of the Issuer, to be known as "Water Revenue Bonds, Series 2011 A (United States Department of Agriculture)", are hereby authorized to be issued in the principal amount of not to exceed \$1,430,000 with such terms as set forth hereinafter and in the Supplemental Resolution for the purpose of permanently financing a portion of the cost of the acquisition and construction of the Project.

Section 3.02. Description of Bonds. The Series 2011 A Bonds shall be issued in one or more series, only as a fully registered Bond, and shall be dated on the date of delivery thereof. The Series 2011 A Bonds shall bear interest from date of delivery, payable monthly at the rate not to exceed 5.0% per annum, with such terms as set forth hereinafter and in the Supplemental Resolution, and shall be sold for the par value thereof.

The Series 2011 A 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 form hereinafter set forth.

Section 3.03 Negotiability, Registration, Transfer and Exchange of Bonds. The Series 2011 A Bonds shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Series 2011 A Bonds, and the right to the principal of and stated interest on the Series 2011 A Bonds, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Series 2011 A Bonds for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Bond Registrar.

Whenever the Series 2011 A 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 Bond 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 Bond Registrar with respect to such transfer.

No registration of transfer of the Series 2011 A Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on the Series 2011 A Bonds.

Section 3.04 Bond Registrar. The Issuer shall be the Bond Registrar and will keep or cause to be kept at its office by its agent, sufficient books for the registration and transfer of the Series 2011 A Bonds, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2011 A Bonds initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Series 2011 A Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 2011 A Bonds for registration of transfer only if ownership thereof is to be registered in the name of the Purchaser, 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 the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date 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. The Series 2011 A Bonds shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Series 2011 A Bonds shall be registered in the name of the United States of America, the address of the United States of America for registration purposes shall be National Finance Office, St. Louis, Missouri 63103, or such other address as shall be stated in writing to the Issuer by the United States of America.

Section 3.05. Execution of Bonds. The Series 2011 A Bonds shall be executed in the name of the Issuer by the Mayor and the seal of the Issuer shall be affixed thereto and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 2011 A Bonds shall cease to be such officer of the Issuer before the Series 2011 A Bonds so signed and sealed has been actually sold and delivered, such Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2011 A Bonds had not ceased to hold such office. The Series 2011 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Series 2011 A 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 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Series 2011 A 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 ownership thereof and complying with such other reasonable regulations and conditions as the Issuer may require. The Series 2011 A Bonds so surrendered shall be canceled and held for the account of the Issuer. If the Series 2011 A Bonds shall have matured or

be about to mature, instead of issuing a substitute Series 2011 A Bonds the Issuer may pay the same, and, if such Series 2011 A Bonds be destroyed, stolen or lost, without surrender thereof.

Section 3.07. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 2011 A Bonds shall be secured forthwith by a first lien on the Net Revenues derived from the System, in addition to the statutory mortgage lien on the System hereinafter provided for as to the Series 2011 A Bonds on a parity with the Prior Bonds. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Series 2011 A Bonds and the Prior Bonds and to make the payments as hereinafter provided and in the Prior Ordinance, are hereby irrevocably pledged to the payment of the principal of and interest on the Series 2011 A Bonds as the same becomes due.

Section 3.08. Form of Bonds. Subject to the provisions hereof, the text of the Series 2011 A Bonds 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 by any ordinance enacted after the date of enactment hereof and prior to the issuance thereof:

[Remainder of Page Intentionally Blank]

(FORM OF SERIES 2011 A Bond)

TOWN OF GRANTSVILLE

WATER REVENUE BONDS, SERIES 2011 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$ _____

No. AR-1

Date: _____, 2011

FOR VALUE RECEIVED, THE TOWN OF GRANTSVILLE (herein called "Borrower") 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 _____ DOLLARS (\$ _____), plus interest on the unpaid principal balance at the rate of _____% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of this Bond and continuing on the corresponding day of each month for the first twenty-four months after the date hereof, and \$ _____, 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, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided herein below. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

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 principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government 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 Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower 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 Borrower 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 Borrower, 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 Borrower 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 Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower 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 acquisition and construction of additions, betterments and improvements to the waterworks system (the "System") of Borrower, is payable solely from and secured by the revenues to be derived from the operation of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation, nor shall the Borrower be obligated to pay the same or the interest thereon except from the special fund so provided.

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 Borrower, 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 Ordinance, 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, Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (herein called the "Act"), and an Ordinance of Borrower duly enacted on _____, 2011 and a Supplemental Resolution duly adopted by the Issuer on _____, 2011, authorizing issuance of this Bond (collectively, the "Ordinance").

If at any time it shall appear to the Government that Borrower 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, Borrower 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 Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S: (I) WATER REVENUE BONDS, SERIES 1999, DATED NOVEMBER 10, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$400,000 (THE "SERIES 1999 BONDS"); (II) WATER REVENUE BONDS, SERIES 1991, DATED FEBRUARY 27, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$80,000 (THE "SERIES 1991 BONDS"); AND (III) WATER REVENUE BONDS, SERIES 1979, DATED JANUARY 14, 1982, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$289,000 (THE "SERIES 1979 BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

In accordance with the requirements of the United States Department of Agriculture, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, THE TOWN OF GRANTSVILLE 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 GRANTSVILLE

[CORPORATE SEAL]

Mayor
100 Court Street
Grantsville, West Virginia 26147

ATTEST:

Recorder

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$ _____

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to _____
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 Borrower with
full power of substitution in the premises.

Dated: _____, 20 ____.

In presence of:

ARTICLE IV

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

Section 4.01 Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are created (or continued if previously established by Prior Ordinance) and established with, and shall be held by, the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and from each other:

- (1) Revenue Fund (established by Prior Ordinance and continued hereby);
- (2) Reserve Fund (established by Prior Ordinance and continued hereby);
- (3) Renewal and Replacement Fund (established by Prior Ordinance as Depreciation Reserve and hereby renamed and continued); and
- (4) Project Construction Account.

Section 4.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created (or continued if previously established by Prior Ordinance) with and shall be held by, the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

- (1) Series 1991 Depreciation Fund (established by Prior Ordinance and continued hereby);
- (2) Series 1991 Reserve Fund (established by Prior Ordinance and continued hereby);
- (3) Series 2011 A Bonds Reserve Account.

Section 4.03. Bond Proceeds; Project Construction Account. The proceeds of sale of the Series 2011 A Bonds shall be deposited upon receipt by the Issuer in the Project Construction Account. The monies in the Account in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Monies in the Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

Monies in the Project Construction Account shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

Until completion of acquisition and construction of the Project, the Issuer will additionally 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 Series 2011 A Bonds if there are not sufficient Net Revenues to make such monthly payment.

Pending application as provided in this Section 4.03, 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 acquisition and 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 4.04. Covenants of the Issuer as to Revenues and Funds. So long as any of the Series 2011 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2011 A Bonds Reserve Account, sums sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Series 2011 A Bonds remaining unpaid, together with interest accrued to the date of such payment, the Issuer further covenants with the holder of the Series 2011 A 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 the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Prior Ordinance and this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in the Prior Ordinance and this Bond Legislation.

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, subject to the provisions of the Prior Ordinance not otherwise modified herein:

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

(2) The Issuer shall first, each month, on or before the due date thereof, transfer from the Revenue Fund and simultaneously remit to the National Finance Office (i) the amounts required by the Prior Ordinances to pay the interest of the Prior Bonds; and (ii) commencing 24 months following the date of delivery of the Series 2011 A Bonds, the amounts required to pay interest on the Series 2011 A Bonds.

(3) The Issuer shall next, on the first of each month, transfer from the Revenue Fund and simultaneously remit to the National Finance Office (i) the amount required by the Prior Ordinances to pay the principal of the Prior Bonds; and (ii) commencing 24 months following the date of delivery of the Series 2011 A Bonds, the amount required to amortize the principal of the Series 2011 A Bonds over the life of the bond issue.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and (i) remit to the Depository Bank, the amount required by the Prior Ordinances to be deposited in the Reserve Fund for the Series 1979 Bonds; (ii) remit to the Commission, the amount required by the Prior Ordinance to be deposited in the Series 1991 Bonds Reserve Account; and (iii) beginning on the date specified by the Purchaser, but in any event not later than the 24th monthly anniversary of the Closing Date,

thereafter, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 2011 A Bonds Reserve Account, an amount equal to 10% of the monthly payment amount each month, until the amount in the Series 2011 A Bonds Reserve Account equals the Series 2011 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2011 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2011 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, an amount equal to 2 ½ % of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided that, any deficiencies in any Reserve Accounts (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

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

Whenever the monies in the Series 2011 A Bonds Reserve Account shall be sufficient to prepay the Series 2011 A Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2011 A Bonds, at the earliest practical date and in accordance with applicable provisions hereof.

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

The Commission is hereby designated as the Fiscal Agent for the administration of the Series 2011 A Bonds Reserve Account as herein provided, and all amounts required for said account shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Purchaser at anytime, the Issuer shall make the necessary arrangements whereby required payments into said account shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

The Issuer shall, on the first day of each month (if the first day is not a business day, then the first business day if each month), deposit with the Commission the required reserve account payments

with respect to the Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation.

The Revenue Fund and the Renewal and Replacement Fund 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 Series 2011 A Bonds and the interest thereon, but 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 on a parity and pro rata with respect to the Prior Bonds.

The Commission and the Depository Bank, at the direction of the Issuer, shall keep the monies in the Series 2011 A Bonds Reserve Account and the Renewal and Replacement Fund 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 Legislation shall, unless otherwise 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 Board of Treasury Investments. Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. Earnings from monies in the Series 2011 A Bonds Reserve Account so long as the Minimum Reserve is on deposit and maintained therein, shall be returned not less than once each year, by the Commission to the Issuer to be deposited in the Revenue Fund.

C. CHANGE OF DEPOSITORY BANK AND FISCAL AGENT. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank and Fiscal Agent if the Depository Bank should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as 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 Series 2011 A Bonds, provide evidence that there will be at least 365 bona fide users upon the System on completion of the Project, in full compliance with the requirements and conditions of the Purchaser.

E. CHARGES AND FEES. The Issuer shall remit from the Revenue Fund to the Commission or the Depository Bank such additional sums as shall be necessary to pay the charges and fees of the Commission or the Depository Bank then due.

F. INVESTMENT OF EXCESS BALANCES. The monies in excess of the sum 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 lawful manner for securing deposits of State and municipal funds under the laws of the State of West Virginia.

G. REMITTANCES. All remittances made by the Issuer to the Commission or 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 V

GENERAL COVENANTS

Section 5.01. General Statement. So long as the Series 2011 A Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2011 A Bonds Reserve Account a sum sufficient to prepay the entire principal of the Series 2011 A 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 Holder of the Series 2011 A Bonds.

Section 5.02. Rates. Prior to the issuance of the Series 2011 A Bonds, 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 (i) will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the maximum annual debt service on the Series 2011 A Bonds and sufficient to make the payments required herein into all funds and accounts 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; and (ii) so long as the Prior Bonds are Outstanding to provide for all reasonable expenses of operation, repair, maintenance of the System and to leave a balance each Fiscal Year equal to at least 115% of the maximum amount required in any Fiscal Year for the payment of principal of and interest on the Bonds and all other obligations secured by or payable from such revenues; provided that, in the event that an amount equal to or in excess of the reserve requirements for the Bonds prior to or on a parity with the Bonds are funded at least at the requirement therefor, such balance each Fiscal Year need only equal at least 110% of the maximum amount required in any Fiscal year for the payment of principal of and interest on the Bonds and all other obligations secured by or payable from such revenues.

Section 5.03. Sale of the System. So long as the Prior Bonds are Outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System, or any part thereof, except as provided in the Prior Ordinance. Additionally, the System will not be sold without the prior written consent of the Purchaser so long as the Series 2011 A Bonds are outstanding.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinance shall be applicable. In addition, no additional Parity Bonds or obligations payable out of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser.

So long as the Series 2011 A Bonds and the Prior Bonds are outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Recorder a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

- (1) The Bonds then Outstanding;
- (2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation then Outstanding;
- (3) The Parity Bonds then proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Holders of the Series 2011 A Bonds, representing 75% of the then-outstanding principal indebtedness.

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

- (1) The Bonds then Outstanding;
- (2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Ordinance then Outstanding; and
- (3) The Parity Bonds then proposed to be issued.

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

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

No Parity Bonds shall be issued any time, however, unless all the payments into the respective funds and accounts provided for in this Bond Legislation and the Prior Ordinance with respect to the Series 2011 A Bonds and Prior Bonds then Outstanding, and any other payments provided for in this Bond Legislation, shall have been made in full as required to the date of delivery of such Parity Bonds, and the Issuer shall then be in full compliance with all the covenants, agreements and terms of this Bond Legislation and the Prior Ordinance.

Section 5.05. Insurance and Bonds. 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 Series 2011 A Bonds remain outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE 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 and mechanical and electrical equipment in place or stored on the site in an amount equal to the actual cost 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 Series 2011 A 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 ISSUER ELIGIBLE THEREFOR AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 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 said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' Compensation coverage will be maintained as provided by law.

E. FLOOD INSURANCE to be procured, to the extent available at reasonable cost to the Issuer; provided, however, if the System is located in a community which has been notified as having special flood or mudslide prone areas, flood insurance must be obtained.

F. FIDELITY BONDS will be provided as to every member of the Governing Body and as to every officer and employee of the Issuer having custody of the Revenue Fund or of any Revenues or other funds of the Issuer in such amount as may be requested by the Purchaser from time to time.

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 Series 2011 A 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 5.06. Statutory Mortgage Lien. For the further protection of the Holder of the Series 2011 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Series 2011 A Bonds and shall be for the equal benefit of the Series 2011 A Bonds on a parity with the Prior Bonds.

Section 5.07. 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 upon the Series 2011 A Bonds at the date specified for payment thereof;

B. Failure to duly and punctually to observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Series 2011 A Bonds or herein, or violation of or failure to observe any provision of any pertinent law, or

C. If default occurs with respect to the Prior Bonds or the Prior Ordinance.

Section 5.08. Enforcement. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Series 2011 A Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Series 2011 A Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Series 2011 A Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2011 A Bonds shall be on a parity with each other and with those of the Holders of the Prior Bonds. Any Registered Owner

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

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

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

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

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

Section 5.09. Fiscal Year; Budget. While the Series 2011 A 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 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the 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 the 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 the 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 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 5.10. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and 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 5.11. 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 shall further comply with the Act with respect to such books, records and accounts.

Section 5.12. 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 Series 2011 A Bonds are outstanding.

Section 5.13. 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.

ARTICLE VI

RATES, ETC.

Section 6.01. Initial Schedule of Rates and Charges; Rules.

A. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the rate ordinance of the Issuer enacted on July 6, 2010 which rate ordinance is incorporated herein by reference as a part hereof.

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

C. All delinquent fees, rates and charges for services or facilities of the System shall be a lien on the premises served if not paid when due. The Issuer shall have all remedies and powers provided under the Act and other applicable provisions of law with regard to the collection and enforcement of such fees, rates and charges, including, without limitation, any right and power of foreclosure under the Act and/or such other applicable provisions of law.

D. 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.

E. 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.

F. The Issuer shall not be liable to any customer for any damage resulting from bursting or breakage of any pipe, line, main, valve, equipment or part or from discontinuance of the operation of any part of the System or from failure of any part thereof for any cause whatever.

G. In case of emergency, the Issuer shall have the right to restrict the use of any part of the System in any reasonable manner for the protection of the System and the inhabitants of the Issuer.

H. The fees, rates and charges above provided will be increased whenever such increase is necessary in order to comply fully with all provisions hereof, and the Issuer shall always be obligated to and shall fix, establish and collect fees, rates and charges for the services and facilities of the System which shall at all times be sufficient to provide revenues to meet its payments and obligations provided hereunder, but in any event, not less than 110% of the annual debt service on the Bonds Outstanding after the Prior Bonds are paid in full.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holder of the Series 2011 A Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 2011 A Bonds, the pledge of Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2011 A Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Except through such direct payment to the Holder of the Series 2011 A Bonds, the Issuer may not defease the Series 2011 A Bonds or otherwise provide for payment thereof by escrow or like manner.

Section 7.02. Modification or Amendment. Prior to issuance of the Series 2011 A Bonds, this Ordinance may be amended or supplemented in any way by ordinance or resolution. Following issuance of the Series 2011 A Bonds, no modification or amendment of this Ordinance, or any ordinance or resolution amendatory hereof or supplemental hereto, shall be made without the prior written consent of the Purchaser.

Section 7.03. Delivery of Bonds. The Mayor is hereby authorized and directed to cause the Series 2011 A Bonds, 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 7.04. Severability of Invalid Provisions. 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 severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Series 2011 A Bonds.

Section 7.05. Conflicting Provisions Repealed. Except for the Prior Ordinance, all ordinances, resolutions 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 Resolution (Form FmHA 442-47).

Section 7.06. 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 7.07. 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 and enactment of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, 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 7.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Bond Legislation, determined by the Council 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 the *Calhoun Chronicle*, being qualified newspaper of general circulation in the Town of Grantsville, no newspaper being published therein, together with a notice stating that this Ordinance has been adopted, and that the Issuer contemplates the issuance of the Bond, and that any person interested may appear before the Council upon a date certain, not less than ten days subsequent to the date of the first publication of the said abstract and notice and not prior to the last date of such publication, and present protests, and that a certified copy of the Ordinance is on file in the office of the Recorder of the Issuer for review by interested parties during regular office hours. At such hearing, all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper in the premises.

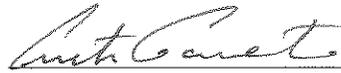
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Section 7.09. Effective Time. This Bond Legislation shall take effect following public hearing hereon in accordance with the Act.

Passed on First Reading: September 6, 2011

Passed on Second Reading: October 3, 2011

Passed on Final Reading
Following Public Hearing: November 7, 2011



Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the Town of Grantsville on the 7th day of November, 2011.

Dated December 27, 2011.

[SEAL]



Recorder

351300.00003

Town of Grantsville
Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION MAKING PROVISIONS AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2011 A OF THE TOWN OF GRANTSVILLE, AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the council (the "Governing Body") of the Town of Grantsville (the "Issuer") has duly and officially adopted and enacted a bond ordinance on November 7, 2011 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF THE TOWN OF GRANTSVILLE, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE TOWN OF GRANTSVILLE OF NOT MORE THAN \$1,375,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2011 A (UNITED STATES DEPARTMENT OF AGRICULTURE) IN ONE OR MORE SERIES; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

WHEREAS, the Bond Ordinance provides for the issuance of Water Revenue Bonds, Series 2011 A, of the Issuer (the "Series 2011 A Bonds"), in an aggregate principal amount not to exceed \$1,375,000 and has authorized the execution and delivery of the documents relating to the Bonds, all in accordance with Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (collectively, the "Act");

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted;

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

Section 1. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Water Revenue Bonds, Series 2011 A (United States Department of Agriculture), of the Issuer, originally represented by a single Bond, numbered AR-1 in the principal amount of \$1,075,000. The Series 2011 A Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 3.0% per annum, interest only payable in monthly installments for the first 24 months commencing 30 days following delivery of the Series 2011 A Bonds and continuing on the corresponding day of each month and, thereafter, principal and interest are payable in monthly installments of \$3,956 on the corresponding day of each month, except that the final installment shall be paid at the end of forty years from the date of the Series 2011 A Bonds, in the sum of the unpaid principal and interest due on the date thereof, except that prepayments may be made as hereinafter provided and as provided in the Series 2011 A Bonds, all such payments to be made at the National Finance Office, St. Louis, Missouri 63103, or at such other place as the Purchaser may designate after issuance of the Series 2011 A Bonds. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer.

Section 2. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered on or about December 16, 2011, to the Purchaser.

Section 3. Paragraph G of Section 1.02 of the Bond Ordinance is hereby amended and replaced in its entirety as follows:

G. The Issuer has outstanding its: (i) Water Revenue Bonds, Series 1999 (United States Department of Agriculture), dated November 10, 1999, issued in the original aggregate principal amount of \$400,000 (the "Series 1999 Bonds"); (ii) Water Revenue Bonds, Series 1991 (United States Department of Agriculture), dated February 27, 1991, issued in the original aggregate principal amount of \$80,000 (the "Series 1991 Bonds"); and (iii) Water Revenue Bonds, Series 1979 (United States Department of Agriculture), dated January 14, 1982, issued in the original aggregate principal amount of \$289,000 (the "Series 1979 Bonds") (collectively, the "Prior Bonds"). The Series 2011 A Bonds are payable from and secured by a first lien on the Net Revenues (as hereinafter defined) of the System.

The Series 2011 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects.

Prior to the issuance of the Series 2011 A Bonds, the Issuer will obtain the written consents of the Holders of the Prior Bonds to the issuance of the Series 2011 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

Section 4. Paragraph 5.04 of the Bond Ordinance is hereby amended and replaced in its entirety as follows:

Section 5.04. Issuance of Additional Parity Bonds or Obligations. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinance shall be applicable. In addition, no additional Parity Bonds or obligations payable out of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser.

So long as the Series 2011 A Bonds or the Prior Bonds are outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Recorder a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

- (1) The Bonds then Outstanding;
- (2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation then Outstanding;
- (3) The Parity Bonds then proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Holders of the Series 2011 A Bonds, representing 75% of the then-outstanding principal indebtedness.

Section 5. The Issuer does hereby appoint and designate Calhoun Banks, Grantsville, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 6. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project.

Section 7. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 8. The cost of the Project is estimated not to exceed \$1,388,000, of which \$1,075,000 will be obtained from proceeds of the Series 2011 A Bonds and \$313,000 will be obtained as a grant from the Purchaser.

Section 9. This Supplemental Resolution shall be effective immediately following adoption hereof.

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Adopted this 5th day of December, 2011.

A handwritten signature in cursive script, appearing to read "Luis Ganeza".

Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of Grantsville on the 5th day of December, 2011.

Dated: December 27, 2011.

[SEAL]



Recorder



**United States Department of Agriculture
Rural Development
West Virginia State Office**

November 28, 2011

The Honorable Curtis Garretson
Mayor, Town of Grantsville
PO Box 146
Grantsville, WV 26147

Re: Water Systems Improvements Project
Amendment No. 1 to Letter of Conditions

Dear Mayor Garretson:

This letter, with Attachment No. 1 amends the letter of conditions dated April 7, 2009 and further establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The docket may be completed on the basis of an initial RD loan in the amount of \$1,075,000, an initial RD grant in the amount of \$55,000, and a subsequent RD grant in the amount of \$258,000, for a total project cost of \$1,388,000.

Subject to the requirements noted herein, all of the conditions of the April 7, 2009 letter of conditions remain in effect and must be satisfied prior to loan and grant closing.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. The enclosures and attachments listed below are attached to the copies as noted.

Enclosed are the following:

Attachment No. 1 - Project Construction Budget (All Copies)

1550 Earl Core Road • Suite 100 • Morgantown, WV 26505
Phone: (304) 284-4860 OR 1-800-295-8228 • Fax: (304) 284-4893 • TDD: (304) 284-4836
Web: <http://www.rurdev.usda.gov/wv>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."
To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W.,
Washington, DC 20250-9410 or call (800)795-3272 (voice) or (202) 720-6382 (TDD).

The conditions referred to above are as follows:

1. Subsequent Grant – The subsequent grant amount is \$258,000.
2. Bond Counsel Services – A copy of this letter should be provided to your bond counsel immediately.
3. Public Service Commission Approval - You must obtain, if applicable, PSC approval of the project's revised financing package.
4. At a properly called meeting, you must adopt and properly execute the following forms, and minutes showing the adoption must be provided:

RUS Bulletin 1780-12, "Water or Waste System Grant Agreement"
Form 1940-1, "Request for Obligation of Funds"
Form RD 1942-46, "Letter of Intent to Meet Conditions"

If the conditions set forth in this letter are not met within six (6) months from the date hereof, RD reserves the right to discontinue processing of the application. In the event the project has not advanced to the point of loan closing within the six-month period and it is determined the Town still wishes to proceed, it will be necessary that the proposed budget be reviewed again in detail. If, during that review, it is determined the budget is no longer current and/or adequate, RD reserves the right to require that it be revised or replaced.

We believe the information herein clearly sets forth the actions which must be taken; however, if you have any questions, please do not hesitate to contact me.

Sincerely,



BOBBY LEWIS
State Director



Enclosures

cc: Area Director
Parkersburg, WV

Teed & Associates, PLLC
Charleston, WV

Loren B. Howley, Esquire
Grantsville, WV

AE Associates, Ltd.
Charleston, WV

Steptoe & Johnson, PLLC ✓
Charleston, WV

Bob Leach, Grants Coordinator
Mid-Ohio Valley Regional Council
Parkersburg, WV

Water Sytem Improvements Project
Construction Budget - Post Bid

<u>PROJECT COST</u>	<u>RD SUB GRANT</u>	<u>RD GRANT</u>	<u>RD LOAN</u>	<u>TOTAL</u>
CONSTRUCTION	\$ 247,900.00	\$ 37,500.00	\$ 823,924.14	\$ 1,109,324.14
CONST. CONTINGENCY		\$ 3,750.00	\$ 51,718.86	\$ 55,468.86
LAND & RIGHTS				\$ -
LEGAL FEES		\$ 400.00	\$ 7,500.00	\$ 7,900.00
LEGAL FEES-PSC	\$ 2,500.00			\$ 2,500.00
BOND COUNSEL		\$ 1,000.00	\$ 19,000.00	\$ 20,000.00
ACCOUNTING		\$ 300.00	\$ 6,500.00	\$ 6,800.00
ENGINEERING FEES		\$ 5,557.00	\$ 100,500.00	\$ 106,057.00
Basic - \$62,972				\$ -
Insp. - \$43,085				\$ -
INTEREST			\$ 32,250.00	\$ 32,250.00
ADMINISTRATION		\$ 1,000.00	\$ 19,000.00	\$ 20,000.00
PROJECT CONTG.	\$ 7,600.00	\$ 5,493.00	\$ 14,607.00	\$ 27,700.00
TOTAL	\$ 258,000.00	\$ 55,000.00	\$ 1,075,000.00	\$ 1,388,000.00

Engineer



United States Department of Agriculture
Rural Development
West Virginia State Office

April 7, 2009

The Honorable Gary Knight
Mayor, Town of Grantsville
P.O. Box 146
Grantsville, WV 26147-0146

Dear Mayor Knight:

This letter, with Attachments 1 through 9 and enclosures, establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development, by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The docket may be completed on the basis of an RUS loan in the amount of \$1,075,000 and an RUS grant in the amount of \$55,000 for a total project cost of \$1,130,000.

The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you. The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing.

Extra copies of this letter are being provided for use by your engineer, attorney, bond counsel and accountant. All parties may access our web-site located at www.usda.gov/rus/water/ for the following:

- a. RUS Instruction 1780
- b. RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents on Water and Waste Projects with RUS Financial Assistance"
- c. RUS Bulletin 1780-30, "Water Programs Audit Guide and Compliance Supplement"

75 High Street, Federal Building, Suite 320, Morgantown, WV 26505-7500
304.284.4860 • 1.800.295.8228 • 304.284-4893 • TTY/TDD 304.284.4836 • Web: <http://www.rurdev.usda.gov>

Committed to the future of rural communities.

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- d. RUS Bulletin 1780-31, "Water Programs Compliance Supplement For OMB Circular A-133 Audits"

The enclosures and attachments listed below are attached to the copies as noted.
Enclosed are the following:

- Attachment No. 1 – Project Construction Budget (All Copies)
- Attachment No. 2 – Water and Waste Processing Checklist (All Copies)
- Attachment No. 3 – Government Auditing Standards (Revision July 2007)
(Accountant Copy) - This may be accessed at www.gao.gov/govaud/ybk01.htm
- Attachment No. 4 – Form RD 1927-9, "Preliminary Title Opinion" (Attorney Copy)
- Attachment No. 5 – Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way" (Attorney Copy)
- Attachment No. 6 – Form RD 1927-10, "Final Title Opinion" (Attorney Copy)
- Attachment No. 7 – RUS Supplemental General Conditions (Engineer Copy)
- Attachment No. 8 - Labor Standards Provisions (Engineer Copy) ~~(ARC Projects)~~
- Attachment No. 9 – Various other RD Forms as identified on Attachment No. 2

The conditions referred to above are as follows:

1. American Recovery and Reinvestment Act of 2009 ("Recovery Act").

Recovery Act requirements apply to this financing. In addition to the other conditions contained in this Letter of Conditions, you must understand and agree to these following conditions specific to the Recovery Act:

- a. Certifications. With respect to Recovery Act funds made available to State or local governments for infrastructure investments, Section 1511 of the Recovery Act requires the Governor, mayor or other chief executive, as appropriate, to certify that the infrastructure investment has been properly approved as required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. RD Water and Waste personnel will provide specific guidance on the information required in the certification.
- b. Reports on Use of Funds. Section 1512 of the Recovery Act requires each recipient receiving Recovery Act funding to provide specific information to the government on a periodic basis for inclusion in various internal and publicly-available reports. RD Water and Waste Program personnel will provide specific guidance on the type and frequency of information required to assist Recovery Act recipients in complying with this condition.

- c. **Buy American.** Section 1605 of the Recovery Act requires that all projects financed with Recovery Act funds be bid and constructed using only iron, steel and manufactured goods produced in the United States in accordance with Section 1605 of the Recovery Act. Specific guidance, including contract provisions to be included in any construction contracts, is being formulated and drafted as of the date of this Letter of Conditions. RD Water and Waste Program personnel will provide specific guidance related to this condition as soon as it is available.
- d. **Wage Rate Requirements.** Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors for the project will be paid wages at rates not less than those prevailing on projects of a character similar in the locality where this project will occur. Specific guidance, including contract provisions to be included in any construction or otherwise related contracts, is being formulated and drafted as of the date of this Letter of Conditions. RD Water and Waste Program personnel will provide specific guidance related to this condition as soon as it is available.

Compliance with the conditions in this section is required for financing under the Recovery Act. However, these conditions are not substitutes for, or in lieu of, the remaining conditions contained in this Letter of Conditions. Each of the conditions in this Letter of Conditions must also be understood and complied with to receive financing for your project.

- 2. **Fund Usage** – Funds obligated under the terms of this letter of conditions are committed on the basis that your project will proceed to the construction stage in an expedient manner. RUS regulatory requirements (RUS Instruction 1782) now direct that any funds not disbursed within 60 months from the date of obligation will be de-obligated and returned to the Department of Treasury for further disposition to other RUS project applicants. In the event that USDA determines that your project is not progressing within the five (5) year timeline and that funds will be recaptured, you will be given appeal rights and due process to document reasons why you believe the decision to de-obligate your project funds is not justified.
- 3. **Loan Repayment** – The loan will be scheduled for repayment over a period of 40 years. The payments due the first 24 months will consist of interest only. Payments for the remaining 456 months will be equal amortized monthly installments. For planning purposes use a 3.75% interest rate and a monthly amortization factor of .00412, which provides for a monthly payment of \$4,429. You have the option of participating in the PREAUTHORIZED DEBIT (PAD) payment process. It will allow for your payment to be electronically debited from your account on the day your payment is due. Your authority must establish and fund monthly a debt service reserve account, which equals 10% of your monthly

payment each month until you accumulate the equivalent of one annual installment on your loan. You will be required to establish this debt service reserve account with the West Virginia Municipal Bond Commission. We also recommend that, as a part of this financing, you move any existing debt service reserve accounts to the Municipal Bond Commission as well. Your bond counsel will be able to assist you with this.

You are reminded that your authority may be required to refinance (graduate) the unpaid balance of its RUS loan, in whole or in part, upon the request of RUS if at any time it shall be determined the authority is able to obtain a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods or time.

4. Security – The loan must be secured by a statutory lien of equal priority with the Town's existing Water Revenue Bonds, a pledge of the system's revenues and other agreements between you and RUS as set forth in the bond ordinance which must be properly adopted and executed by the appropriate officials of your organization. Additional security requirements are contained in RUS Bulletin 1780-12 and RUS Bulletin 1780-27 which are mentioned later.
5. Users – This conditional commitment is based upon you providing evidence that there will be at least 365 bona fide users on the proposed system when it has been completed and is placed in operation. This evidence will consist of a certification from you that identifies and attests to the number of users that are actually connected to the Town's existing water system which is to be partially replaced by the new system, at the time you request authorization to advertise the project for construction bids.

Before RUS can agree to the project being advertised for construction bids, you must provide evidence that the total required number of bona fide users has been acquired and currently using the system.

6. Bond Counsel Services – The services of a recognized bond counsel are required. The bond counsel will prepare the form of ordinance to be used, in accordance with Subpart D of RUS Instruction 1780. You should immediately provide your bond counsel with a copy of this letter of conditions, its attachments and enclosures.
7. Accounting Services – The accountant must develop and provide the following:
 - a. All necessary accounting material required by the Public Service Commission of West Virginia (Rule 42 Exhibit).

- b. Prior to loan/grant closing, your accountant must certify that the accounts and records as required by your bond ordinance have been established and are operational.

RUS regulations outline requirements for the submission of management reports and audits. Appropriate state statutes place certain audit requirements on the Town. The "Government Auditing Standards (Revised 2007)" and RUS Bulletins 1780-30 and 1780-31 outline audit requirements.

You are reminded that certain provisions of the Office of Management and Budget Circular A-133 are applicable to any public body or nonprofit association that expends \$500,000 or more in federal funds in any one fiscal year. You must enter into an agreement annually with an accountant (or the State Tax Department) to perform the audit. The agreement must be in accordance with the requirements of the State Tax Commissioner of West Virginia. Compensation for preparation of the A-133 audit or your annual audit are not included in project funds and should be paid from the operational revenues generated from your system operation.

8. Facility Control – Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights needed for the project. Such evidence must be in the following form:
 - a. A right-of-way map showing clearly the location of all lands and rights needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
 - b. A copy of deeds, contracts or options for any lands needed other than rights-of-way, along with a preliminary title opinion covering such lands. Form RD 1927-9, "Preliminary Title Opinion" may be used. In the case of your existing system or where the Town already acquired real property (land or facilities), a preliminary title opinion(s) concerning all such property(s) will be provided.
 - c. A narrative opinion from your attorney concerning all permits, certifications and other items necessary to show that all legal requirements can be met and stating how they will be met. This narrative should also identify any condemnation proceedings that are anticipated and state how they will be handled.
 - d. A certification and legal opinion relative to title to rights-of-way and easements. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-

Way,” may be used. This form may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, a new Form RD 442-22, must be provided which does not provide for any exceptions. The attorney’s legal opinion should include a certification that all requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and West Virginia State Code Chapter 54 have been met in the acquisition of both real property and rights-of-way. Such requirements may include, but are not limited to, distributing informational material to all affected property owners, and completing appraisals of the affected properties.

- e. On the day of loan closing, the Town’s attorney must furnish final title opinions on all land(s) being acquired. Form RD 1927-10, “Final Title Opinion” may be used. In the case of your existing system or where the Town has already acquired real property(s) (land or facilities), the Town’s attorney will provide a separate final title opinion(s) covering such property(s) on the day of loan closing.

- 9. Permits – Copies of all permits needed for the project must be provided for review prior to advertisement for construction bids. Such permits will include but are not limited to the following:

- West Virginia Department of Highways
- State Department of Health
- Department of Environmental Protection
- Public Land Corporation

- 10. Public Service Commission Approvals – You must obtain the following from the West Virginia Public Service Commission:

- a. A Certificate of Convenience and Necessity.
- b. Approval of user charges that are acceptable to you and the Rural Utilities Service.
- c. Approval of financing for the project’s proposed financing arrangements.

The “Rule 42” Exhibit to be attached to the Public Service Commission application must contain at least the information shown in Attachment No. 1. A copy of the Public Service Commission application and its “Rule 42” Exhibit must be provided for review.

11. Insurance and Bonding Requirements – Prior to loan closing or start of construction, whichever occurs first, you must acquire the types of insurance and bond coverage shown below. The use of deductibles may be allowed providing you have the financial resources to cover potential claims requiring payment of the deductible. RD strongly recommends that you have your engineer, attorney, and insurance provider(s) review proposed types and amounts of coverage, including any exclusions and deductible provisions. It is your responsibility and not that of RD to assure that adequate insurance and fidelity or employee dishonesty bond coverage is maintained.

- a. General Liability Insurance – This should include vehicular coverage.
- b. Workers' Compensation – In accordance with appropriate State laws.
- c. Position Fidelity Bond(s) – All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. As a good business practice you will probably wish to have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. During the construction phase of your project, this maximum amount will be much greater than normal; therefore, it is our recommendation that you temporarily increase your coverage to an amount equal to the estimated highest monthly construction drawdown. Once construction is complete, you may decrease the amount of your coverage. Please note that the cost of the temporary increase in coverage is an eligible project cost.

The minimum coverage acceptable to RUS once your project is in operation will be for each position to be bonded for an amount at least equal to one annual installment on your loan(s).

- d. Real Property Insurance – Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all above-ground structures, to include machinery and equipment housed therein. This does not apply to water reservoirs, standpipes, elevated tanks or noncombustible materials used in treatment plants, clearwells, filters and the like.

12. Environmental Requirements –

- a. Mitigation – At the conclusion of the proposal's environmental review process, specific actions were negotiated with environmental regulatory officials to avoid or minimize adverse environmental impacts. Those actions(s) are required for successful completion of the project and must be adhered to during project design and construction.

- b. Project Modifications – The project as proposed has been evaluated to be consistent with all applicable environmental requirements. If the project or any project element deviates from or is modified from the original approved project, additional environmental review may be required.

13. Vulnerability Assessments (VA) and Emergency Response Plans (ERP) –

Congress enacted the Public Health Security and Bioterrorism Preparedness Response Act of 2002, Public Law 107-188 (Bioterrorism Act). The Bioterrorism Act amended the Safe Drinking Water (SDWA) to require all medium and large sized community water systems (serving populations greater than 3,300) to assess vulnerability to terrorist attack and develop emergency plans for response to such an attack. Medium and large community water systems are being monitored by the U.S. EPA for completion of VA's and ERP's.

Rural Development requires all financed water and wastewater systems to have a vulnerability assessment (VA) and an emergency response plan (ERP) in place. New water or wastewater systems must provide a certification that an ERP is complete prior to the start of operations. A certification that a VA is complete must be submitted within one year of the start of operations. All other borrowers must provide a certification that a VA and ERP are complete prior to bid authorization.

You will also be required to provide a certification that the VA and ERP is complete and is current every three years after the start of operations. RD does not need or want a copy of the VA or ERP. The requested certification will be sufficient to meet our needs. Technical assistance providers are available to provide you with on site assistance if desired.

14. Civil Rights & Equal Opportunity – You should be aware of and will be required to comply with other federal statute requirements including but not limited to:

Section 504 of the Rehabilitation Act of 1973 – Under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving RD financial assistance.

Civil Rights Act of 1964 – All borrowers are subject to, and facilities must be operated in accordance with, title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and subpart E of part 1901 of this title, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for

loans and/or grants subject to the Act must contain the covenant required by paragraph 1901.202(e) of this title.

The Americans with Disabilities Act (ADA) of 1990 – This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, State and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by State and local public entities which provides services, programs and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities which accommodate the public.

Age Discrimination Act of 1975 – This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

RD financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap.

15. Contract Documents, Final Plans and Specifications –

- a. The contract documents should consist of the following:
 - i. EJCDC Document No. C-521, 2002 Edition, “Suggested Form of Agreement between Owner and Contractor on the Basis of Stipulated Price” and EJCDC Document No. C-710, 2002 Edition, “Standard General Conditions of the Construction Contract – Funding Agency Edition” and Attachments. The EJCDC document is issued under copyright and cannot be provided by RUS.
 - ii. “RUS Supplemental General Conditions.”
 - iii. “Labor Standards Provisions” - Title 29, Subtitle A, Part 5, Section 5.5, Contract Provisions and Related Matters. One copy of this item is attached hereto (Attachment No. 8). Additional copies must be reproduced by the engineer.

RUS Bulletin 1780-26, “Guidance for the Use of EJCDC Standard Documents on Water and Waste Projects with RUS Financial Assistance (September 10, 2003 Version),” is to be used by your engineer in the preparation of the contract documents.

- b. The contract documents must provide, as a minimum, the following insurance:
 - i. Liability Insurance – Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. This coverage must include indemnification of the Town and its engineer. EJCDC Document C-710, “Standard General Conditions of the Construction Contract” (Funding Agency Edition) and Exhibit G to RUS Bulletin 1780-26, “Supplementary Conditions” both suggest certain limits of liability for insurance coverage. Those limits should be considered as minimum requirements only. It is recommended you consider increasing the given limits of liability after analyzing your specific needs.
 - ii. Builder’s Risk Insurance – On all structures and mechanical and electrical equipment in place or stored on the site to the full insurable value thereof.
 - iii. Workers’ Compensation – In accordance with applicable State laws.
- c. The contract documents and final plans and specifications must be submitted to RUS for approval.
- d. The project must be designed in compliance with Section 504 of the Rehabilitation Act of 1973.

16. Disbursement of Funds – The RUS funds will be advanced as they are needed in the amount(s) necessary to cover the RUS proportionate share of any disbursements required of the Town, over 30 day periods. Funds will be disbursed by electronic transfer of funds.

Any RD grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account except as follows:

- a. Federal grant awards (includes all federal funding sources) are less than \$120,000 per year.
- b. The best available interest bearing account would not be expected to earn in excess of the following:

Interest earned on grant funds in excess of \$100 per year will be submitted to RUS at least quarterly as required in 7 CFR 3016.

- c. The depository would require a minimum balance so high that it would not be feasible.

The Town will establish a separate fund, to be known and hereafter referred to as the Construction Account, with a lending institution insured by the Federal Deposit Corporation. The account shall be used solely for the purpose of paying the costs of the project as outlined in the construction budget. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the Construction Account. All deposits in excess of \$250,000 will be secured by a collateral pledge in accordance with Treasury Circular Number 176.

The Town must assure that all project funds are expended only for the eligible items included in the final project budget or as may be later approved by RUS.

17. At a properly called meeting, you must adopt and properly execute the following forms, and minutes showing the adoption must be provided:

Form RD 1940-1 – “Request for Obligation of Funds”
RUS Bulletin 1780-12 – “Water or Waste System Grant Agreement”
RUS Bulletin 1780-27 – “Loan Resolution (Public Bodies)”
Certification of Compliance
Form RD 1942-46, “Letter of Intent to Meet Conditions”

18. The enclosed Water and Waste Processing Checklist (Attachment No. 2) outlines the items needed to complete the loan and grant docket. All the items listed must be included in the loan and grant docket when it is forwarded to the USDA – Rural Development State Office with a request for loan closing instructions to be issued.
19. Upon receipt of the loan and grant docket, which contains all the items required above, RUS may authorize you to advertise the project for construction bids. Such advertisement must be in accordance with appropriate State statutes. Immediately after bid opening you must provide RUS with (a) a bid tabulation, (b) recommendations from you and your engineer as to the acceptability of the bids received, and (c) your recommendations for contract awards. If all parties then agree the construction bids received are acceptable, it is determined that adequate funds are available to cover the total facility costs, and that all the administrative conditions of loan approval have been satisfied, loan closing instructions will be issued. The closing instructions, a copy of which will be forwarded to you, will set forth any further requirements that must be met before the loan can be closed. When all parties agree that the closing requirements can be met, a mutually acceptable date for the loan closing will be scheduled.

Any applicant contribution shall be considered as the first funds expended. After providing for all authorized costs, any remaining RUS project funds will be considered to be RUS grant funds and refunded to RUS. If the amount of unused RUS project funds exceeds the RUS grant, that part would be RUS loan funds.

If the conditions set forth in this letter are not met within twelve (12) months from the date hereof, RUS reserves the right to discontinue processing of the application. In the event the project has not advanced to the point of loan closing within the twelve-month period and it is determined the authority still wishes to proceed, it will be necessary that the proposed budget be reviewed again in detail. If during that review, it is determined the budget is no longer current and/or adequate, RUS reserves the right to require that it be revised or replaced.

We believe the information herein clearly sets forth the actions which must be taken; however, if you have any questions, please do not hesitate to contact me.

Sincerely yours,

Dianne Goff Chrysler
DIANNE GOFF CRYSLER
Acting State Director

Enclosures

cc: Area Director
Parkersburg, WV

Teed & Associates, PLLC
Charleston, WV

Loren B. Howley, Esquire
Grantsville, WV

AE Associates, Ltd.
Charleston, WV

Bond Counsel

Project Construction Budget

<u>PROJECT COST</u>	<u>RUS GRANT</u>	<u>RUS LOAN</u>	<u>TOTAL</u>
CONSTRUCTION	\$ 37,500	\$ 750,000	\$ 787,500
CONST. CONTINGENCY	\$ 3,750	\$ 75,000	\$ 78,750
LAND & RIGHTS	\$ 400	\$ 7,600	\$ 8,000
LEGAL FEES	\$ 400	\$ 7,500	\$ 7,900
BOND COUNSEL	\$ 1,000	\$ 19,000	\$ 20,000
ACCOUNTING	\$ 300	\$ 6,500	\$ 6,800
ENGINEERING FEES	\$ 5,557	\$ 105,500	\$ 111,057
Basic - \$62,972			
Insp. - \$43,085			
Special - \$5,000			
INTEREST		\$ 70,293	\$ 70,293
ADMINISTRATION	\$ 1,000	\$ 19,000	\$ 20,000
PROJECT CONTG.	\$ 5,093	\$ 14,607	\$ 19,700
TOTAL	\$ 55,000	\$ 1,075,000	\$ 1,130,000

Rates

Available for general domestic, commercial, and industrial service.

First	2,000	gallons @	\$ 6.50	per M gallons
Next	3,000	gallons @	\$ 6.08	per M gallons
Next	5,000	gallons @	\$ 5.44	per M gallons
Over	10,000	gallons @	\$ 4.63	per M gallons

Minimum Charge

No bill shall be rendered for less than the following amounts according to the size of meter installed.

5/8" x 3/4"	meter	\$ 9.74	per month
3/4"	meter	\$ 14.64	per month
1"	meter	\$ 24.40	per month
1 1/2"	meter	\$ 48.75	per month
2"	meter	\$ 78.02	per month
3"	meter	\$ 146.25	per month
4"	meter	\$ 243.77	per month

Minimum Monthly Bill \$ 9.74 for 1,500 gallons

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

Case No.: 10-0917-W-CN

TOWN OF GRANTSVILLE

Application for a certificate of convenience and necessity to construct certain additions and improvements to water system.

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

AFFIDAVIT

I, Roy A. Smith, CPA, after making an oath of affirmation to tell the truth, say that, I have reviewed the Recommended Decision of the Public Service Commission of West Virginia in Case No. 10-0917-W-CN dated September 23, 2010 approving funding consisting of:

- (i) RUS loan in the amount of \$1,075,000 with interest rate of 3.75% and a term of 40 years,
- (ii) RUS grant in the amount of \$55,000.

Based upon all the information that has been provided to me, to date, I am of the opinion that the rates and charges are not affected by the revised funding consisting of:

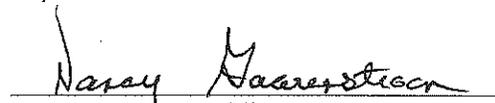
- (i) RUS loan in the amount of \$1,075,000 with interest rate of 3.0% and a term of 40 years,
- (ii) RUS grant in the amount of \$55,000, and
- (iii) Additional RUS grant of \$258,000.

This Affidavit is executed on the eighth (8th) day of November, 2011

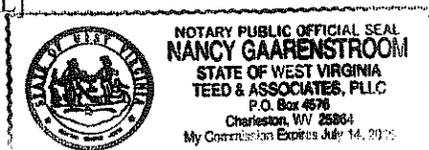

Roy A. Smith, CPA
Teed & Associates, PLLC

Taken, subscribed and sworn to before me this eighth (8th) day of November, 2011.

My commission expires July 14, 2015


Nancy Gaarenstroom
Notary Public

[SEAL]



PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: September 23, 2010

CASE NO. 10-0917-W-CN

FINAL

10/6/2010

Per Commission
Order Waiving the
Exception Period

GRANTSVILLE MUNICIPAL WATER DEPARTMENT,
a municipal utility, Grantsville, Calhoun County.

Application for a certificate of convenience and necessity
to construct certain additions and improvements to water
system.

RECOMMENDED DECISION

On June 22, 2010, the Grantsville Municipal Water Department (Town, Grantsville or Applicant) filed an application with the Public Service Commission for a certificate of convenience and necessity for the construction, operation and maintenance of various water system improvements, specifically, the installation of a 10-inch transmission main, the installation of an 8-inch distribution main, the construction of a 300,000-gallon water storage reservoir and the installation of 6-inch fire service lines and attendant fire hydrants at Grantsville in Calhoun County, West Virginia. According to the application, the water system improvements are necessary to assure and maintain continued water service to the residents of Grantsville, West Virginia, and the customers of the Pleasant Hill and Mt. Zion Public Service Districts, the Town's sale for resale customers. The Town estimated that the project would cost approximately \$1,130,000 and would be financed by a Rural Utilities Services loan in the amount of \$1,075,000 and an RUS grant in the amount of \$55,000. The Town also indicated that it was in the process of increasing its municipal water rates to accommodate the increased costs generated by the project. The Town's municipal rate ordinance would increase rates approximately 24%.

Along with the application, the Town submitted a Form No. 14 Notice of Filing, a Rule 42 Exhibit for the year ended June 30, 2009, and the RUS letter of conditions for the financing for the project. Previously, on January 27, 2010, the Town had filed with the Commission, as a pre-filing, an engineering report for its proposed project. The engineering report indicated that the project would correct deficiencies in the Town's water distribution system which have occurred as a direct result of the increased demands for potable water placed upon the system by the continued expansion of the customer bases of the two bulk rate customers which the Town serves and to correct an inadequate fire flow problem at the Minnie Hamilton Health Care Facility, within the corporate limits of the Town of Grantsville. The Town's municipal water treatment facility was upgraded recently to provide the required water service to the two public service districts which the Town services, but the project did not receive sufficient funding to upgrade the necessary transmission, distribution and storage functions which this project proposes to correct. According to the engineering report, the Town's current distribution system is undersized and dated, having been installed some fifty years ago. While the system's customer base and water demand have

grown dramatically since the original installation of the system, the distribution system has remained basically unchanged. Further, the Town's two bulk rate customers suffer frequent line breaks, which cause large losses of treated water from both the storage and distribution systems and place an even greater burden on the distribution system when efforts are made to restore tank levels following a large water loss event.

By Commission Order entered on June 22, 2010, the Town was directed to give notice of the filing of the application by publishing a copy of the attached Notice of Filing one time in a qualified newspaper in Calhoun County, making due return to the Commission of proper certification of publication within thirty (30) days from the date of publication. Additionally, the Order required that, within thirty (30) days of the date of the Order, the Town shall have completed the mailing of separate notices to each of its customers by one or a combination of the methods specified in the Order.

On June 25, 2010, the Town filed a draft bond ordinance for the project financing along with a CD-Rom containing the bond authorizing ordinance for each of the Town's currently outstanding revenue bonds.

On July 14, 2010, Staff Attorney Leslie J. Anderson filed the Initial Joint Staff Memorandum, attached to which was the Utilities and Engineering Divisions' Initial Memorandum prepared by Utilities Analyst Karen L. Buckley of the Utilities Division and Engineer Jonathan Fowler, P.E., of the Engineering Division. Commission Staff indicated that it was continuing to review the application.

On July 16, 2010, the Town filed a duly verified affidavit of public notice signed by the Mayor, indicating that the Town bills its customers for water use by postcard and, on June 30, 2010, the Town mailed its postcard bills to all customers with a statement stating that it was seeking a rate increase. Additionally, the Notice of Filing was published as a Class I legal advertisement in The Calhoun Chronicle/Grantsville News, a weekly newspaper of general circulation in Calhoun County, West Virginia, on July 1, 2010. The affidavit of publication was attached to the certificate of notice, verifying the information contained in the certificate of notice from the Mayor.

By Commission Referral Order entered on July 27, 2010, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before January 18, 2011.

On September 15, 2010, Staff Attorney Leslie Anderson filed the Final Joint Staff Memorandum, attached to which was the Utilities and Engineering Divisions' Final Memorandum prepared by Ms. Buckley and Mr. Fowler. According to the engineering review, the Town presently serves a total of approximately 390 customers, including the two resale customers, Mt. Zion Public Service District and Pleasant Hill Public Service District, who serve approximately 1,250 customers. The Town's distribution system presently includes two storage tanks and an indeterminate quantity of water mains. The system has not been adequately mapped. Adequate quantities of acceptable quality potable water are produced by the Town's water treatment plant which has access to plentiful quantities of raw water from the Little Kanawha River. The

Town is proposing a moderately-sized water system improvements project which will increase finished water storage capacity and will improve system hydraulics and fire flows. The proposed project consists entirely of internal improvements to the Town's existing water distribution system and will add no new customers.

The existing water system experiences unusually high hydraulic losses due to the large quantity of old corroded cast iron and steel lines in service, many of which are undersized. These losses reduce system capacity and diminish the Town's ability to meet peak flow requirements, such as during fire flow events. The proposed project will replace significant sections of older transmission line with new, larger line and will install new fire hydrants and replace non-functioning fire hydrants. The project also will increase system storage by approximately 60% over the present storage capacity of 500,000 gallons. Further, the Engineer believes that the entire Town will benefit from the lower maintenance and operating costs resulting from the line replacements proposed in the application. Engineering Staff supports the project as necessary and of appropriate scope. The project is projected to cost \$1,130,000, which includes an estimated construction cost of \$866,250, which was developed by Staff using data supplied by the Town and the RUS. The total cost of engineering design and inspection services for the project is \$106,057, or approximately 12% of the construction cost, including contingencies. Staff believes that these fees are acceptable for this project. Commission Staff estimated that there would be no increase in operation and maintenance cost associated with the project.

Engineering Staff reviewed the plans and other technical documents provided by the Applicant and found no apparent conflicts with the Commission's current Rules for the Government of Water Utilities (Water Rules). Engineering Staff also noted that the West Virginia Bureau for Public Health, Environmental Engineering Division, has also reviewed the project, plans and specifications and has approved those design documents as evidenced by the issuance of a permit to construct, No. 18,539, dated April 21, 2010. Therefore, Engineering Staff recommended contingent approval of the project without specifically approving the project plans and specifications. The Applicant was reminded that any significant changes in the project design or scope will require the reopening of the case to allow for Technical Staff's further review and commentary and for approval by the Commission. According to Engineering Staff, the Applicant and its consulting engineer have secured most of the major permits and approvals necessary for the construction of the project. Based upon Staff's review of the filing, Staff believes that the case is sufficiently mature regarding permits and approvals to allow for action by the Commission. Engineering Staff recommended that the requested certificate of convenience and necessity be issued, contingent upon the Applicant's receipt of all necessary federal, state and local permits and approvals for the proposed construction.

The financial review of the project indicated that the RUS loan of \$1,075,000 has a term of 40 years, with an interest rate of 3.75%, and requires annual interest and principal payments of \$53,148. RUS also is requiring the funding of a debt reserve of 10% of principal and interest, or \$5,315 per year, and a depreciation/renewal and replacement reserve equal to 2.5% of operating revenues. The funding commitment letter was submitted with the application. Based on the Rule 42 Exhibit filed with

the application, the Town's operation and maintenance expenses are not expected to increase as a result of the project, and the Staff Engineer has agreed with that assessment. The Town adopted an ordinance increasing rates by 24% to support the project. The rate ordinance for the project had its first reading on June 7, 2010, and its second reading on July 6, 2010. The adopted rates and charges became effective August 20, 2010, and should generate an additional \$73,564 in annual operating revenues. Those additional revenues will be sufficient to cover the project-related debt service of \$58,463, including required reserves. The cash flow analysis provided by Commission Staff indicated that the Town should have a remaining cash surplus of \$26,876 and a debt service coverage of 141.72%. Commission Staff recommended that the certificate application be granted; that the project funding be approved; and that various other terms and conditions be adopted for the project.

Contemporaneously with the filing of the Final Joint Staff Memorandum, Staff Attorney Anderson filed a motion to the Commission to modify the Administrative Law Judge's decision due date and to reset the statutory deadline. According to the motion, while the final recommendation was being prepared, the Engineering and Utilities Divisions informed the Staff Attorney that the project had been approved by the West Virginia Infrastructure and Jobs Development Council. Accordingly, pursuant to W. Va. Code §24-2-11(e), if no protest has been filed, the Commission is required to render a decision within 180 days of the filing of the application. However, the decision due date established by the Commission for the Administrative Law Judges of January 18, 2011, reflects a statutory deadline of February 2, 2011, which is 225 days from the filing of the application. Accordingly, Staff recommended that the Commission issue an order modifying both dates to reflect that a final decision should be entered within 180 days of filing the application.

Also on September 15, 2010, the Commission issued an Order granting the Staff motion, revising the Administrative Law Judge's decision due date to October 5, 2010, and indicating that the statutory deadline for the case is now October 20, 2010.

On September 22, 2010, the Town filed a letter indicated that it had no objections to the Staff recommendations and had no objection to Staff's motion to modify the decision due date and reset the statutory deadline.

DISCUSSION

A review of the documents contained in the case file verifies that this matter is ripe for decision and that the Town has complied with the Commission's requirements regarding certificate applications. Most of the necessary permits and approvals have been obtained; the West Virginia Bureau for Public Health, Environmental Engineering Division, has reviewed the project and its plans and specifications and has approved those design documents; and Commission Staff has reviewed the plans and other technical documents provided by the Applicant and there are no apparent conflicts with the Commission's current Water Rules. The financing is sufficient and has been committed, and the Town has already enacted a municipal rate increase which will cover the cost of the additional debt service generated by that financing. Further, the Town has complied with the Commission's

notice requirements and no protests have been filed in response thereto. The project is needed and convenient and, therefore, a certificate of convenience and necessity will be granted.

FINDINGS OF FACT

1. On June 22, 2010, the Grantsville Municipal Water Department filed an application with the Public Service Commission for a certificate of convenience and necessity for the construction, operation and maintenance of various water system improvements, specifically, the installation of a 10-inch transmission main, the installation of an 8-inch distribution main, the construction of a 300,000-gallon water storage reservoir and the installation of 6-inch fire service lines and attendant fire hydrants at Grantsville in Calhoun County, West Virginia. The project will not add additional customers. The project is designed to maintain continued adequate water service to the residents of Grantsville and to the customers of the Pleasant Hill and Mt. Zion Public Service Districts, the two sale for resale customers of the Town. (See, application filed June 22, 2010).

2. The project is estimated to cost approximately \$1,130,000 and is to be financed by a Rural Utilities Services loan in the amount of \$1,075,000, with an interest rate of 3.75% and a term of 40 years, requiring annual interest and principal payments of \$53,148, and an RUS grant in the amount of \$55,000. The funding has been committed by RUS and the commitment documents are contained in the case file. (See, application and funding commitment letter filed June 22, 2010; Final Joint Staff Memorandum and attachment filed September 15, 2010).

3. The Town has enacted a municipal rate increase of 24% to support the project. The rate ordinance had its second reading on July 6, 2010, and the increased rates and charges became effective on August 20, 2010. Those increased rates and charges will generate an additional \$73,564 and are sufficient to cover the project-related debt service of \$58,463, and all required reserves. The cash flow analysis prepared by Commission Staff indicated that, with the increased rates, the Town should have an annual remaining cash surplus of \$26,876 and debt service coverage of 141.72%, which satisfies the Town's bond documents. (See, Final Joint Staff Memorandum and attachment filed September 15, 2010).

4. The Town's current water distribution system is over 50 years old and is undersized and outdated. The system's customer base and water demand have grown dramatically since the system was originally installed, but the distribution system has basically remained unchanged. The Town's two sale for resale customers suffer frequent line breaks, which cause large losses of treated water from the Town's storage and distribution systems and place an even greater burden on the distribution system when efforts are made to restore tank levels following a large water loss event. The project will also correct an inadequate fire flow problem at the Minnie Hamilton Health Care Facility within the corporate limits of the Town. (See, Engineering Report filed January 27, 2010, as a pre-filing for this application; Final Joint Staff Memorandum and attachment filed September 15, 2010).

5. The Town gave notice of the filing of the application by publishing a copy of the required Notice of Filing one time in a

qualified newspaper in Calhoun County, providing the public with 30 days within which to file written protests with the Public Service Commission. Additionally, the Town mailed notice to its customers by postcard billing that it was seeking a rate increase and provided notice by certified mail to the two sale for resale customers. (See, Commission Order entered on June 22, 2010; affidavit of public notice and affidavit of publication filed July 16, 2010).

6. Commission Staff reviewed the plans and other technical documents provided by the Town and found no apparent conflicts with the Commission's current Water Rules. Additionally, the West Virginia Bureau for Public Health, Environmental Engineering Division, has also reviewed the project and its plans and specifications and has approved those design documents as evidenced by the issuance of a permit to construct, No. 18,539, issued April 21, 2010. (See, Final Joint Staff Memorandum and attachment filed September 15, 2010).

7. Commission Staff recommended that the application for a certificate of convenience and necessity be granted, that the proposed project funding be approved and that certain other conditions be applied to the certificate. (See, Final Joint Staff Memorandum and attachment filed September 15, 2010).

8. The Town has no objection to any of the Staff recommendations or conditions. (See, letter filed September 22, 2010).

CONCLUSIONS OF LAW

1. The public convenience and necessity require the proposed project.

2. The project is economically feasible, since it is supported by sufficient committed funding and adequate rates and charges.

3. A certificate of convenience and necessity should be granted to the Grantsville Municipal Water Department for the project which is the subject of this application, without hearing.

ORDER

IT IS, THEREFORE, ORDERED that the application for a certificate of convenience and necessity filed by the Grantsville Municipal Water Department on June 22, 2010, for the construction, operation and maintenance of various water system improvements, as more specifically described in the application, be, and it hereby is, granted, without specifically approving the project plans and specifications, and conditioned upon the receipt of all required federal, state and local permits and approvals, prior to the commencement of construction.

IT IS FURTHER ORDERED that the proposed funding for the project, consisting of a Rural Utilities Services loan in the amount of \$1,075,000, with an interest rate of 3.75% and a term of 40 years, and an RUS grant in the amount of \$55,000, be, and it hereby is, approved.

IT IS FURTHER ORDERED that, if there are any substantial changes to the project scope or design or if there are any changes to project cost

or funding which require a change in rates, the Town must obtain Commission approval of those changes prior to commencing construction. If there are changes to the project cost or financing which do not require a change in rates, the Town need not seek Commission approval of those changes, but must submit a verified statement from its certified public accountant that the project rates are unaffected.

IT IS FURTHER ORDERED that the Town of Grantsville provide a copy of the engineer's certified bid tabulations for all contracts to be awarded for this project as soon as they become available.

IT IS FURTHER ORDERED that the Town of Grantsville submit a copy of the certificate of substantial completion issued for each construction contract associated with the project as soon as they become available.

IT IS FURTHER ORDERED that, should this project require the use of Division of Highways' rights-of-way, the Town of Grantsville comply with all requirements of the Division of Highways regarding those rights-of-way.

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

The Executive Secretary is hereby ordered to serve a copy of this order upon the Commission by hand delivery, and by electronic service upon all parties of record who have filed an e-service agreement with the Commission and by United States Certified Mail, return receipt requested, upon all parties of record who have not filed an e-service agreement with the Commission.

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

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

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



Melissa K. Marland
Chief Administrative Law Judge

MKM:cdk
100917a.wpd

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 1st day of October 2010.

CASE NO. 10-0917-W-CN

GRANTSVILLE MUNICIPAL WATER DEPARTMENT,
a municipal utility, Grantsville, Calhoun County.

Application for a Certificate of Convenience and
Necessity to construct certain additions and
improvements to water system.

COMMISSION ORDER
WAIVING EXCEPTION PERIOD

On September 23, 2010, the Administrative Law Judge entered a Recommended Decision that granted the Grantsville Municipal Water Department (Applicant) a certificate of convenience and necessity for the construction, operation, and maintenance of various water system improvements, to become effective on and after the date that the Recommended Decision becomes a final order of the Commission.

On September 29, 2010, the Applicant filed a petition to waive the fifteen-day period of time in which a party may file exceptions to the Recommended Decision in this proceeding.

Commission Staff has indicated it does not intend to file exceptions in this case. There are no other parties in this case.

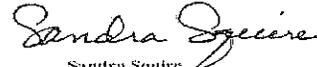
W. Va. Code §24-1-9 provides a time period of at least twenty days from the date of a recommended order until it becomes effective. According to W. Va. Code §24-1-9(e), at least fifteen days must be afforded the parties within which to file exceptions. In addition, §24-1-9(g) provides that when no exceptions are filed within the specified time period, the Commission shall have an additional five days within which to stay or postpone the Order.

IT IS THEREFORE ORDERED that the requested waiver is granted.

IT IS FURTHER ORDERED that the Administrative Law Judge September 23, 2010 Recommended Decision in this matter becomes final five days after the date of this order, absent further action by the Commission.

IT IS FURTHER ORDERED that the Executive Secretary of the Commission serve a copy of this order by electronic service on all parties of record who have filed an e-service agreement, and by United States First Class Mail on all parties of record who have not filed an e-service agreement, and Commission Staff by hand delivery.

A True Copy, Tester:


Sandra Squire
Executive Secretary

SS/kc
100917sb.wpd

LOAN RESOLUTION
(Public Bodies)

COPY

MAY 12 2009

A RESOLUTION OF THE Town Council

OF THE Town Of Grantsville

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
Water System

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO

WHEREAS, it is necessary for the Town Of Grantsville
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

ONE MILLION SEVENTY-FIVE THOUSAND AND XX / 100 DOLLARS (\$1,075,000.00)

pursuant to the provisions of Chapter 8, Article 19, West Virginia Code ; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities, and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 55,000.00

under the terms offered by the Government; that Mayor

and Recorder of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

Yeas 5 Nays 0 Absent 0

IN WITNESS WHEREOF, the Town Council of the

Town Of Grantsville has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 4th day of May, 2009

(SEAL)

Attest:

Helen Johnson
Helen Johnson

Title Recorder

Town Of Grantsville

By

Gary Knight

Title

Mayor

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Recorder of the Town of Grantsville

hereby certify that the Town Council of such Association is composed of

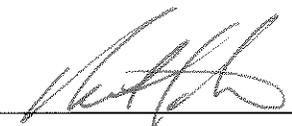
5 members, of whom, 5 constituting a quorum, were present at a meeting thereof duly called and

held on the 4th day of May 2009; and that the foregoing resolution was adopted at such meeting

by the vote shown above, I further certify that as of December 27, 2011,

the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this 27th day of December 2011



Robert Petrovsky

Title Recorder

Town of Grantsville
Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

RECEIPT FOR BONDS

The undersigned, authorized representative of the United States Department of Agriculture, Rural Utilities Service, for and on behalf of the United States of America (the "Purchaser"), hereby certifies as follows:

1. On the 27th day of December, 2011, at Grantsville, West Virginia, the undersigned received for the Purchaser the single, fully registered the Town of Grantsville Water Revenue Bonds, Series 2011 A (United States Department Agriculture), No. AR-1 (the "Series 2011 A Bonds"), in the principal amount of \$1,075,000, dated as of the date hereof, bearing interest at the rate of 3.0% per annum, and payable in monthly installments as stated in the Bond.

2. At the time of such receipt, the Series 2011 A Bonds had been executed and sealed by the designated officials of the Town of Grantsville (the "Issuer").

3. At the time of such receipt, there was paid to the Issuer the sum of \$87,890.82, being a portion of the principal amount of the Series 2011 A Bonds. The balance of the principal amount of the Series 2011 A Bonds, will be paid to the Issuer as acquisition and construction of the Project progresses.

WITNESS my signature on this 27th day of December, 2011.


Authorized Representative

351300.00003

CH5420472

SPECIMEN

TOWN OF GRANTSVILLE
WATER REVENUE BONDS, SERIES 2011 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$1,075,000

No. AR-1

Date: December 27, 2011

FOR VALUE RECEIVED, THE TOWN OF GRANTSVILLE (herein called "Borrower") 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 MILLION SEVENTY FIVE THOUSAND DOLLARS (\$1,075,000), plus interest on the unpaid principal balance at the rate of 3.0% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of this Bond and continuing on the corresponding day of each month for the first twenty-four months after the date hereof, and \$3,956, 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, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided herein below. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

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 principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government 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 Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower 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 Borrower 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 Borrower, 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 Borrower 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 Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower 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 acquisition and construction of additions, betterments and improvements to the waterworks system (the "System") of Borrower, is payable solely from and secured by the revenues to be derived from the operation of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation, nor shall the Borrower be obligated to pay the same or the interest thereon except from the special fund so provided.

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 Borrower, 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 Ordinance, 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, Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (herein called the "Act"), and an Ordinance of Borrower duly enacted on November 7, 2011 and a Supplemental Resolution duly adopted by the Issuer on December 5, 2011, authorizing issuance of this Bond (collectively, the "Ordinance").

If at any time it shall appear to the Government that Borrower 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, Borrower 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 Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S: (I) WATER REVENUE BONDS, SERIES 1999, DATED NOVEMBER 10, 1999, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$400,000 (THE "SERIES 1999 BONDS"); (II) WATER REVENUE BONDS, SERIES 1991, DATED FEBRUARY 27, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$80,000 (THE "SERIES 1991 BONDS"); AND (III) WATER REVENUE BONDS, SERIES 1979, DATED JANUARY 14, 1982, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$289,000 (THE "SERIES 1979 BONDS") (COLLECTIVELY, THE "PRIOR BONDS").

In accordance with the requirements of the United States Department of Agriculture, the Bonds will be in default should any proceeds of the Bonds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, THE TOWN OF GRANTSVILLE 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 GRANTSVILLE

[CORPORATE SEAL]



Mayor
100 Court Street
Grantsville, West Virginia 26147

ATTEST:


Recorder

EXHIBIT A
RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$87,890.82	12/27/2011	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ _____

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to _____
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 Borrower with
full power of substitution in the premises.

Dated: _____, 20____.

In presence of:

TOWN OF GRANTSVILLE
WATER REVENUE BONDS, SERIES 2011 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$1,075,000

REGISTRATION BOOKS

(No writing on these Books except by the Issuer as Registrar)

Bond No.	Date of Registration	In Whose Name Registered	Signature of Secretary of Registrar
AR-1	December 27, 2011	United States Department of Agriculture	

351300.00003

CH5420470



400 White Oaks Boulevard
Bridgeport, WV 26330
(304) 933-8000 (304) 933-8183 Fax
www.steptoe-johnson.com

Writer's Contact Information

December 27, 2011

Town of Grantsville
Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

Town of Grantsville
Grantsville, West Virginia

United States Department of Agriculture
Ripley, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Town of Grantsville, in Calhoun County, West Virginia (the "Issuer"), of its \$1,075,000 Water Revenue Bonds, Series 2011 A (United States Department of Agriculture), dated the date hereof (the "Series 2011 A Bonds"), pursuant to Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (the "Act"), and a bond ordinance of the Issuer duly enacted on November 7, 2011, as supplemented by Supplemental Resolution duly adopted on December 5, 2011 (collectively, the "Bond Legislation"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

The Bonds are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) paying certain issuance and other costs in connection therewith.

As to questions of fact material to our opinion, we have relied upon the representations of the Issuer contained in the Bond Legislation and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion, under existing law, as follows:

1. The Issuer is duly created and validly existing as a municipal corporation and political subdivision of the State of West Virginia with full power and authority to adopt and enact the Bond Legislation, perform the agreements on its part contained therein and issue and sell the Series 2011 A Bonds, pursuant to the provisions of the Act and other applicable provisions of law.

2. The Bond Legislation has been duly adopted and enacted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.

3. Pursuant to the Act, the Bond Legislation creates a valid lien on the Net Revenues of the System for the security of the Series 2011 A Bonds on a parity with the Issuer's: (i) Water Revenue Bonds, Series 1999 (United States Department of Agriculture), dated November 10, 1999, issued in the original aggregate principal amount of \$400,000 (the "Series 1999 Bonds"); (ii) Water Revenue Bonds, Series 1991 (United States Department of Agriculture), dated February 27, 1991, issued in the original aggregate principal amount of \$80,000 (the "Series 1991 Bonds"); and (iii) Water Revenue Bonds, Series 1979 (United States Department of Agriculture), dated January 14, 1982, issued in the original aggregate principal amount of \$289,000 (the "Series 1979 Bonds"); (collectively, the "Prior Bonds"). Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which rank prior to or on a parity with the Series 2011 A Bonds as to liens, pledge and/or source of and security for payment.

4. The Series 2011 A Bonds have been duly authorized, executed and delivered by the Issuer and is a valid and binding special obligation of the Issuer, payable solely from the sources provided therefor in the Bond Legislation.

5. The Series 2011 A Bonds have not been issued on the basis that the interest, if any, thereon is or will be excluded from the gross income of the owners thereof for federal income tax purposes; therefore, the interest on the Series 2011 A Bonds is not excluded from gross income for federal income tax purposes. We express no opinion regarding other federal tax consequences arising with respect to the Series 2011 A Bonds.

6. The Series 2011 A Bonds are, under the Act, exempt from all taxation by the State of West Virginia, and the other taxing bodies of said State, and interest on the Series 2011 A Bonds is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

7. It is to be understood that the rights of the holder of the Series 2011 A Bonds and the enforceability of the Series 2011 A Bonds, the Bond Legislation and the liens and pledges set forth therein may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that the enforcement thereof may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,



STEPTOE & JOHNSON PLLC

LOREN B. HOWLEY

ATTORNEY

P.O. Box 580
Grantsville, West Virginia 26147
e-mail: howleylaw@frontiernet.net

Shelia Burch, Legal Asst.
Bill Howley, Legal Asst.
Kenneth Whystell, Office Mgr.

(304) 354-7037
FAX: (304) 354-6045

December 27, 2011

Mayor Curt Garrettson
P.O. Box 146
Town of Grantsville
Grantsville, WV 26147

Katy Mallory, P.E.
Project Finance Manager
and
John Stump, Esq.
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

Virginia McDonald, Area Specialist
Rural Development
U.S. Department of Agriculture
2118 Ripley Rd.
Ripley, WV 25271

Town of Grantsville
Water Revenue Bonds, Series 2011 A
United States Department of Agriculture

Dear Ladies and Gentlemen:

I am counsel to the Town of Grantsville, a municipal corporation and political subdivision of the State of West Virginia in Calhoun County, West Virginia (the "Issuer"). As such counsel, I have examined a copy of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a bond ordinance of the Issuer duly enacted November 7, 2011 and a Supplemental Resolution duly adopted by the Issuer on December 5, 2011 (collectively, the "Bond Legislation"), and other documents and papers relating to the

Issuer and the above-captioned Bonds of the Issuer (the "Bonds"). Terms used in the Bond Legislation and not otherwise defined herein shall have the same meanings as in the Bond Legislation when used herein.

I am of the opinion that:

1. The Issuer is duly created and validly existing as a municipal corporation and a political subdivision of the State of West Virginia.

2. The Mayor, Recorder and members of the Council of the Issuer have been duly, lawfully and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.

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

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

5. In reliance on the engineer's certificate, I am informed and believe that all permits, licenses, approvals, consents, certificates, orders, exemptions and authorizations necessary for the creation and existence of the Issuer, the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges have been entered and/or received, including, without limitation, all requisite orders, certificates, consents and approvals from the Public Service Commission of West Virginia, and the Issuer has duly taken any other action required for the imposition of such rates and charges, including, without limitation, the enactment of an ordinance prescribing such rates and charges, the time for appeal of which has expired prior to the date hereof without appeal.

6. The Issuer has received all orders, certificates and authorizations from the Public Service Commission of West Virginia necessary for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the implementation of rates and charges, and the Issuer has taken any

other action required for the imposition of such rates and charges, including, without limitation, the adoption of a resolution prescribing such rates and charges. The Issuer has received a Recommended Decision of the Public Service Commission of West Virginia entered September 23, 2010, which became a Final Order on October 6, 2011, and Affidavit of CPA dated November 8, 2011 in Case No. 10-0917-W-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of such Order has expired prior to the date hereof.

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

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

Very truly yours,


Loren B. Howley

cc: Bob Leach, MOVRC

OPINION OF COUNSEL RELATIVE TO RIGHTS-OF-WAY

Date 12/27/11

Dear Sir:

I have reviewed the action taken by Town of Grantsville, a municipal corporation (hereinafter called the "Corporation") in obtaining a right-of-way for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of a loan made or insured by, and/or a grant from Rural Development to the Corporation. I have examined the right-of-way instruments, permits, or licenses obtained from landowners, public bodies, and public utilities and made such searches of the public records necessary to determine the legal sufficiency of the instruments covered by the "Right-of-way

Certificate," executed by the Corporation on N/A, 20 . I also have examined the "Right-of-way Map" to determine whether continuous and adequate land and rights-of-way are owned or have been acquired by the instruments covered in the "Right-of-way Certificate".

Based on the foregoing examination, and to the best of my knowledge, information, and belief, I am of the opinion that:

A. The legal instruments by which the Corporation has acquired said rights-of-way (a) are in appropriate and due legal form and adequately confer upon the Corporation the necessary rights-of-way for the construction, operation, and maintenance of its facilities in their present or proposed location, and such omissions or defects as may exist will in no substantial way or manner endanger the value or operation of the facilities, and (b) have each been properly recorded in the appropriate public land records of each County in which any of the land affected thereby is situated. Such consents, releases, or subordinations from lienholders recommended by me or required by Rural Development have been obtained.

B. The legal instruments referred to above give unto the Corporation a continuous and adequate right-of-way to permit the construction, operation, and maintenance of the Corporation's facilities except as below noted.

C. Exceptions: There are only four right-of-way deeds to the Town of Grantsville for water lines on record in the Calhoun County Clerk's Office, although most of the water lines were laid in the 1920's. I am informed and believe that most of the water lines are under the streets, and landowners rather than the Town own any service lines on their own properties. In any case, the Town has title to its water lines by prescriptive easement. Please note tht FmHa approved loans for this same water system on January 14, 1982, February 27, 1991 and November 10, 1999.

Very truly yours,



Attorney for Town of Grantsville

a municipal corporation

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer STOP 7602, 1400 Independence Avenue, S. W., Washington, D. C. 20250-7602. Please DO NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a currently valid OMB control number.

Form RD 1927-10
(Rev. 7-98)

FINAL TITLE OPINION

LOAN APPLICANT Town of Grantsville	ADDRESS OR PROPERTY COVERED BY THIS OPINION Water tank site in Grantsville, Center District	
APPLICANT FOR TITLE EXAMINATION Town of Grantsville	COUNTY Calhoun	STATE West Virginia

- I. I have examined title to the property described in the security instrument described in paragraph II. B. below. My examination covered the period from the time of termination of title search covered by my Preliminary Title Opinion on Form RD 1927-9; or the time of recordation of the initial loan security instrument if this opinion covers land already owned by the loan applicant in a subsequent loan case, to 12/27, 2011 at 11:30 a.m. (including the time of filing the current security instrument).
(Date) p.m.
- II. Based on said title examination, my preliminary title examination if any, and any additional information concerning the title which has come to my attention, it is my opinion that:
- A. Good and marketable title, in accordance with title examination standards prevailing in the area, to said property (real estate and any water rights offered as security) is now vested in Creston Oil Corporation, subject to lease to
Town of Grantsville.
as sole owner, subject to rights of lessee.
(Joint tenants, tenants by the entirety, etc.)
- B. The United States of America holds a valid first statutory lien on said property as required by Rural
(Priority) (Mortgage, etc.)
Development or the Farm Service Agency, or their successor (Agency), which lien was filed for record on _____,
not recorded because a statutory lien. (Date)
_____, at _____ a.m. and is recorded in _____
p.m. (Book, page, and office)
- C. Said property and lien are subject only to encumbrances, reservations, exceptions, and defects which were approved by written administrative waivers of the Agency attached hereto or to my Preliminary Title Opinion.
- NOTE: Town lease for this property has priority over 2005 trust deed lien.
- III. If a water right is involved and is not covered by the current security instrument, it is subject only to the encumbrances, reservations, exceptions, and defects set forth in said administrative waivers and was made available as security in the following manner (Water stock would normally be reissued in the names of said land owners and the United States of America and delivered to the Agency Official at the time of loan closing):

- IV. The term "encumbrances, reservations, exceptions, and defects" means all matters which would prevent the United States from obtaining the required lien on the property identified in paragraph I, including but not limited to (a) mortgages, deeds of trust, and vendors', mechanics', materialmen's, and all other liens, including any provisions thereof for future advances which could take priority over the said lien to the United States, (b) Federal, State, and local taxes, including county, school, improvement, water, drainage, sewer, inheritance, personal property, and income, (c) State and Federal bankruptcy, insolvency, receivership, and probate proceedings, (d) judgments and pending suits, in State and Federal courts, (e) recorded covenants; conditions; restrictions; reservations; liens; encumbrances; easements; rights-of-way; leases; mineral, oil, gas, and geothermal rights (regardless of the right of surface entry); timber rights; water rights; pending court proceedings and other matters of record which affect the title of the property or the ability of the buyer or seller to convey or accept title.
- V. This opinion is issued expressly for the benefit of the above-named applicant for title examination and the United States of America acting through the United States Department of Agriculture Agency which provided the assistance, and I assume liability to each hereunder.

12-16-11
(Date)

Loren B. Howley
(Attorney's signature)

Attachments

P.O. Box 580, Grantsville, WV 26147
(Address, include ZIP Code)

SCHEDULE A

Legal Description:

A lease to lay, operate and maintain pipelines and mains for the transportation of water in the operation of the Town's waterworks system, build, construct, maintain and operate two tanks for water storage in the operation of the waterworks system, and enter on property to replace, repair and maintain the pipelines, mains and tanks, across the lessor's home farm, known as the Charley Stump land, pursuant to a lease dated September 1, 1950 from Minnie Hamilton to the Council of the Town of Grantsville, which lease is recorded in the Office of the Clerk of the County Commission of Calhoun County, West Virginia in Right-of-Way Book 9 at page 159. A copy of that lease is attached and incorporated by reference as a part of this description.

Restrictions and Reservations:

The Town has a leasehold interest only in this property. See attached copy of the lease.

Liens:

There is a trust deed lien dated April 6, 2005, recorded in the Calhoun County Clerk's office in Deed Book 138 at page 78 on May 18, 2005, from James J. Morris and Lynn C. Gilbert to F. John Oshway, trustee for the benefit of Citizens National Bank, Elkins, on the property where the lease for the water tank site is located. Because the lease predates and was recorded before the trust deed, and there was no subordination agreement, the lease is not subject to the trust deed.

I found no other valid liens against this property by way of judgments, executions, mechanic's liens, lis pendens, federal tax liens, state tax liens, or otherwise, on record in the Calhoun County Clerk's Office, except the Town issued Water Revenue Bonds Series 1991, on 2-17-91 for 40-year term, and the new loan will be on parity with that one.

Taxes:

This property is not listed in the Calhoun County Land Book for Grantsville Corporation, because it is owned by Creston Oil Corporation. The Town's leasehold interest is not listed in the Calhoun County Personal Property Book for Grantsville Corporation, because it is owned by the Town of Grantsville and is not taxable.

Limitations of Title Examination:

This title examination is also subject to the following: (1) any omissions from or inaccuracies in the records, including the indexes, in the Calhoun County Clerk's Office, (2) any unrecorded liens for delinquent fees, rates and charges of any public service district furnishing services to the subject property, (3) zoning or land use requirements, (4) any liens arising from services, labor or materials furnished which are imposed by law and not shown by the public records, (5) environmental conditions which may be shown by a study, investigation or audit, (6) a visual inspection, and (7) an accurate survey of the subject property. I did not check rights-of-way.

the following rights, privileges and estate, to-wit:

FIRST: the right of way to lay, operate and maintain pipe lines and mains for the transportation of water in the operation of said corporation's water works system in the town of Grantsville, county of Calhoun, state of West Virginia, over, through and across the real estate owned by the party of the first part in said town, consisting of the home farm upon which she has lived for many years, and the land purchased by her from the Board of Directors of The Calhoun County High School, known as the Charley Stump land, lying to the north-east of said home farm, said lines or mains to be ^{so} laid, operated and maintained upon the routes and locations heretofore used by said corporation in its water works system, and such transportation of water.

SECOND: The right to build, construct, maintain and operate upon the site of said Charley Stump farm two tanks for the storage of water used in the operation of said water works system, one of which said tanks has been used by said corporation for such purposes for many years, and the other to be built and constructed near the site of said first mentioned tank as shown upon the plat of the engineers of said corporation showing the location for the building of said second tank.

THIRD: the right to said corporation to enter upon both of said parcels of land and replace, repair and otherwise keep in condition and in operation said pipe lines or mains and said two tanks with full right of ingress and egress in the premises, and the right to remove at any time all property or fixtures built by it upon the same, including said two tanks.

But it is expressly agreed and stipulated between the parties hereto that when the rights, privileges and estates hereby conferred and granted cease to be used for public works, to-wit, the supplying and furnishing of water through said water works system as provided for in the ordinances of said council establishing such water works system, then all such rights and privileges and estates shall cease and determine, and this grant become void, except for the right hereinbefore given said corporation to remove from the property its lines, mains and fixtures including said two tanks. Said corporation by its acceptance of this grant agrees to do as little damage as may be reasonably possible in the use of the rights, privileges and estates hereby granted to the surface of said real estate.

And in consideration of the grant aforesaid the said party of the second part doth hereby agree and bind itself to furnish free of cost to the said party of the second part, her heirs and assigns, water from said water works system for the use of the residence house and necessary out-buildings upon said home farm, upon the general sites and locations of such residence house and other buildings as now established.

And in addition thereto the said party of the second part further agrees and binds itself to pay to the said party of the first part, her heirs and assigns, the sum of three dollars a month during all the time that the rights, privileges and estates hereby granted continue in force and effect, said pay to begin when the party of the second part begins the erection and building of said second tank upon said real estate.

It is further understood that by a grant bearing date on the 15th day of October, 1921, said party of the first part granted to said corporation the rights and privileges aforesaid for the building and construction of one tank upon said farm, and it is agreed that this grant shall take the place and stand in the lieu and stead of said former grant, which is hereby cancelled and abrogated and from the time of the execution of this grant shall be wholly null and void.

Witness the following signatures.

MINNIE HAMILTON

THE COUNCIL OF THE TOWN OF GRANTSVILLE,
A CORPORATION

BY I. H. Snyder, ITS MAYOR

STATE OF WEST VIRGINIA, COUNTY OF CALHOUN, TO-WIT:

I, Lorentz C. Hamilton, a Notary Public for the county and state aforesaid, do hereby certify that I. H. Snyder, who signed the above writing for The Council of the Town of Grantsville, a Corporation, bearing date on the first day of September, 1950, has this day before me in my said county, acknowledged said writing to be the act and deed of said corporation. And I do further certify that Minnie Hamilton, whose name is also signed to the above writing, has also this day acknowledged the same before me in my said county.

Given under my hand this first day of September, 1950.

My commission will expire on the 17th day of January, 1960.

Lorentz C. Hamilton, NOTARY PUBLIC

WEST VIRGINIA, CALHOUN COUNTY COURT CLERK'S OFFICE, OCTOBER 2, 1951. This Right of Way was this day received by me in the said office, and there upon together with the certificate thereto annexed was admitted to record.

Fee: \$1.65

Teste: Cheryl Wilson Clerk

Form RD 1927-10
(Rev. 7-98)

FINAL TITLE OPINION

LOAN APPLICANT Town of Grantsville	ADDRESS OR PROPERTY COVERED BY THIS OPINION 5.3553 acres Little Kanawha River, Grantsville, Center District	
APPLICANT FOR TITLE EXAMINATION Town of Grantsville	COUNTY Calhoun	STATE West Virginia

- I. I have examined title to the property described in the security instrument described in paragraph II. B. below. My examination covered the period from the time of termination of title search covered by my Preliminary Title Opinion on Form RD 1927-9; or the time of recordation of the initial loan security instrument if this opinion covers land already owned by the loan applicant in a subsequent loan case, to 12/27, 2011 at 11:30 a.m. (including the time of filing the current security instrument).
(Date) p.m.
- II. Based on said title examination, my preliminary title examination if any, and any additional information concerning the title which has come to my attention, it is my opinion that:
- A. Good and marketable title, in accordance with title examination standards prevailing in the area, to said property (real estate and any water rights offered as security) is now vested in Town of Grantsville
as sole owner
(Joint tenants, tenants by the entirety, etc.)
- B. The United States of America holds a valid first statutory lien on said property as required by Rural Development or the Farm Service Agency, or their successor (Agency), which lien was filed for record on _____, not recorded because a statutory lien.
(Priority) (Mortgage, etc.)
(Date)
, at _____ a.m. and is recorded in _____
p.m. (Book, page, and office)
- C. Said property and lien are subject only to encumbrances, reservations, exceptions, and defects which were approved by written administrative waivers of the Agency attached hereto or to my Preliminary Title Opinion.
- III. If a water right is involved and is not covered by the current security instrument, it is subject only to the encumbrances, reservations, exceptions, and defects set forth in said administrative waivers and was made available as security in the following manner (Water stock would normally be reissued in the names of said land owners and the United States of America and delivered to the Agency Official at the time of loan closing):

- IV. The term "encumbrances, reservations, exceptions, and defects" means all matters which would prevent the United States from obtaining the required lien on the property identified in paragraph I, including but not limited to (a) mortgages, deeds of trust, and vendors', mechanics', materialmen's, and all other liens, including any provisions thereof for future advances which could take priority over the said lien to the United States, (b) Federal, State, and local taxes, including county, school, improvement, water, drainage, sewer, inheritance, personal property, and income, (c) State and Federal bankruptcy, insolvency, receivership, and probate proceedings, (d) judgments and pending suits, in State and Federal courts, (e) recorded covenants; conditions; restrictions; reservations; liens; encumbrances; easements; rights-of-way; leases; mineral, oil, gas, and geothermal rights (regardless of the right of surface entry); timber rights; water rights; pending court proceedings and other matters of record which affect the title of the property or the ability of the buyer or seller to convey or accept title.
- V. This opinion is issued expressly for the benefit of the above-named applicant for title examination and the United States of America acting through the United States Department of Agriculture Agency which provided the assistance, and I assume liability to each hereunder.

12/16/11

(Date)


(Attorney's signature)

Attachments

P.O. Box 580, Grantsville, WV 26147

(Address, include ZIP Code)

SCHEDULE A

Legal Description:

A tract of land situated on the waters of the Little Kanawha River in the Town of Grantsville in Center District of Calhoun County, West Virginia, described as follows:

BEGINNING at a point in the easterly line of the Industrial Park tract, the point being an existing corner in the tract easterly boundary, situate N 02° 33' 12" W, 330.00' from the southeasternmost corner of the tract; thence S 02° 33' 12" E, 330.00' to a point, the point being in the Little Kanawha River and the southeast corner of the parent tract and the parcel herein conveyed; thence with the Little Kanawha River S 78° 28' 20" W, 388.55' to a point in the river; thence continuing with the river N 57° 22' 51" W, 232.810' to a point on line; thence leaving the Little Kanawha River N 29° 45' 42" E, 395.014' to a point; the point being a common point on the proposed Industrial Park access road cul-de-sac right-of-way and the original Industrial Park project base line; thence with the aforesaid right-of-way with a curve to the left having a radius of 78.00' and an arc length of 122.522' a chord bearing N 45° 00' 00" E, 110.309' to a point in the right-of-way; thence leaving the right-of-way N 90° 00' 00" E, 336.244' to a point in the easterly boundary line of the Industrial Park tract; thence with the easterly tract boundary line S 19° 07' 23" W, 147.20' to the point of beginning, containing 5.3553 acres, more or less.

This is the same property conveyed by deed dated April 19, 1996 from Calhoun Development Authority, Inc., a West Virginia non-corporation, to Town of Grantsville, which deed is recorded in the Office of the Clerk of the County Commission of Calhoun County, West Virginia in Deed Book 187 at page 139.

This deed is made and accepted subject to the exceptions, reservations and out-conveyances of oil, gas, other minerals and rights-of-way which appear in the chain of title.

The grantor covenants and represents that (1) the property herein conveyed contains no underground storage tanks which are being actively used for storing any regulated substance, (2) the grantor has no actual knowledge or reason to believe that such real property or substrata contains an underground storage tank, (3) this property was not used for the storage, treatment or disposal of hazardous waste, and (4) the grantor has no actual knowledge that this property was used for such purposes at any time prior to the execution of this deed.

SCHEDULE A

Legal Description:

A tract of land situated on the waters of the Little Kanawha River in the Town of Grantsville in Center District of Calhoun County, West Virginia, described as follows:

BEGINNING at a point in the easterly line of the Industrial Park tract, the point being an existing corner in the tract easterly boundary, situate N 02° 33' 12" W, 330.00' from the southeasternmost corner of the tract; thence S 02° 33' 12" E, 330.00' to a point, the point being in the Little Kanawha River and the southeast corner of the parent tract and the parcel herein conveyed; thence with the Little Kanawha River S 78° 28' 20" W, 388.55' to a point in the river; thence continuing with the river N 57° 22' 51" W, 232.810' to a point on line; thence leaving the Little Kanawha River N 29° 45' 42" E, 395.014' to a point; the point being a common point on the proposed Industrial Park access road cul-de-sac right-of-way and the original Industrial Park project base line; thence with the aforesaid right-of-way with a curve to the left having a radius of 78.00' and an arc length of 122.522' a chord bearing N 45° 00' 00" E, 110.309' to a point in the right-of-way; thence leaving the right-of-way N 90° 00' 00" E, 336.244' to a point in the easterly boundary line of the Industrial Park tract; thence with the easterly tract boundary line S 19° 07' 23" W, 147.20' to the point of beginning, containing 5.3553 acres, more or less.

This is the same property conveyed by deed dated April 19, 1996 from Calhoun Development Authority, Inc., a West Virginia non-corporation, to Town of Grantsville, which deed is recorded in the Office of the Clerk of the County Commission of Calhoun County, West Virginia in Deed Book 187 at page 139.

This deed is made and accepted subject to the exceptions, reservations and out-conveyances of oil, gas, other minerals and rights-of-way which appear in the chain of title.

The grantor covenants and represents that (1) the property herein conveyed contains no underground storage tanks which are being actively used for storing any regulated substance, (2) the grantor has no actual knowledge or reason to believe that such real property or substrata contains an underground storage tank, (3) this property was not used for the storage, treatment or disposal of hazardous waste, and (4) the grantor has no actual knowledge that this property was used for such purposes at any time prior to the execution of this deed.

Restrictions and Reservations:

I found no restrictions and reservations which affect this property on record in the Calhoun County Clerk's Office.

Liens:

I found no valid liens against this property by way of judgments, executions, mechanic's liens, lis pendens, federal tax liens, state tax liens, or otherwise, on record in the Calhoun County Clerk's Office, except Town of Grantsville Water Revenue Bond, Series 1991, 2-27-91 with 40-year term, recorded in the Calhoun County Clerk's Office in Trust Deed Book 91 at page 66, and the new loan will be on parity with that one.

Taxes:

This property is not listed in the Calhoun County Land Book for Grantsville Corporation, because it is owned by the Town of Grantsville and is not taxable.

Limitations of Title Examination:

This title examination is also subject to the following: (1) any omissions from or inaccuracies in the records, including the indexes, in the Calhoun County Clerk's Office, (2) any unrecorded liens for delinquent fees, rates and charges of any public service district furnishing services to the subject property, (3) zoning or land use requirements, (4) any liens arising from services, labor or materials furnished which are imposed by law and not shown by the public records, (5) environmental conditions which may be shown by a study, investigation or audit, (6) a visual inspection, and (7) an accurate survey of the subject property. I did not check rights-of-way.

OPINION OF COUNSEL RELATIVE TO RIGHTS-OF-WAY

Date 12/16/11

Dear Sir:

I have reviewed the action taken by Town of Grantsville, a municipal corporation (hereinafter called the "Corporation") in obtaining a right-of-way for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged with the proceeds of a loan made or insured by, and/or a grant from Rural Development to the Corporation. I have examined the right-of-way instruments, permits, or licenses obtained from landowners, public bodies, and public utilities and made such searches of the public records necessary to determine the legal sufficiency of the instruments covered by the "Right-of-way

Certificate," executed by the Corporation on N/A, 20 _____. I also have examined the "Right-of-way Map" to determine whether continuous and adequate land and rights-of-way are owned or have been acquired by the instruments covered in the "Right-of-way Certificate".

Based on the foregoing examination, and to the best of my knowledge, information, and belief, I am of the opinion that:

A. The legal instruments by which the Corporation has acquired said rights-of-way (a) are in appropriate and due legal form and adequately confer upon the Corporation the necessary rights-of-way for the construction, operation, and maintenance of its facilities in their present or proposed location, and such omissions or defects as may exist will in no substantial way or manner endanger the value or operation of the facilities, and (b) have each been properly recorded in the appropriate public land records of each County in which any of the land affected thereby is situated. Such consents, releases, or subordinations from lienholders recommended by me or required by Rural Development have been obtained.

B. The legal instruments referred to above give unto the Corporation a continuous and adequate right-of-way to permit the construction, operation, and maintenance of the Corporation's facilities except as below noted.

C. Exceptions: There are only four right-of-way deeds to the Town of Grantsville for water lines on record in the Calhoun County Clerk's Office, although most of the water lines were laid in the 1920's. I am informed and believe that most of the water lines are under the streets, and landowners rather than the Town own any service lines on their own properties. In any case, the Town has title to its water lines by prescriptive easement. Please note tht FmHa approved loans for this same water system on January 14, 1982, February 27, 1991 and November 10, 1999.

Very truly yours,


Attorney for Town of Grantsvillea municipal corporation

THIS DEED, made this 19th day of April, 1996, between CALHOUN COUNTY DEVELOPMENT AUTHORITY, INC., a West Virginia non-profit corporation, grantor, and TOWN OF GRANTSVILLE, grantee,

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of which is acknowledged, the grantor grants and conveys to the grantee, with covenant of general warranty, a tract of land situated on the waters of the Little Kanawha River in the Town of Grantsville, Center District of Calhoun County, West Virginia, more particularly bounded and described as follows:

BEGINNING at a point in the easterly line of the Industrial Park tract, the point being an existing corner in the tract easterly boundary, situate N 02° 33' 12" W, 330.00' from the southeasternmost corner of the tract; thence S 02° 33' 12" E, 330.00' to a point, the point being in the Little Kanawha River and the southeast corner of the parent tract and the parcel herein conveyed; thence with the Little Kanawha River S 78° 28' 20" W, 388.55' to a point in the river; thence continuing with the river N 57° 22' 51" W, 232.810' to a point on line; thence leaving the Little Kanawha River N 29° 45' 42" E, 395.014' to a point; the point being a common point on the proposed Industrial Park access road cul-de-sac right-of-way and the original Industrial Park project base line; thence with the aforesaid right-of-way with a curve to the left having a radius of 78.00' and an arc length of 122.522' a chord bearing N 45° 00' 00" E, 110.309' to a point in the right-of-way; thence leaving the right-of-way N 90° 00' 00" E, 336.244' to a point in the easterly boundary line of the Industrial Park tract; thence with the easterly tract boundary line S 19° 07' 23" W, 147.20' to the point of beginning, containing 5.3553 acres, more or less.

This is part of the same property conveyed by deed dated January 30, 1996 from Calhoun Development Corporation, Inc., a corporation, to Calhoun County Development Authority, a corporation, which deed is recorded in the Office of the Clerk of the County Commission of Calhoun County, West Virginia in Deed Book

186 at page 336.

This deed is made and accepted subject to the exceptions, reservations and out-conveyances of oil, gas, other minerals and rights-of-way which appear in the chain of title.

The grantor covenants and represents that (1) the property herein conveyed contains no underground storage tanks which are being actively used for storing any regulated substance, (2) the grantor has no actual knowledge or reason to believe that such real property or substrata contains an underground storage tank, (3) this property was not used for the storage, treatment or disposal of hazardous waste; and (4) the grantor has no actual knowledge that this property was used for such purposes at any time prior to the execution of this deed.

DECLARATION OF CONSIDERATION

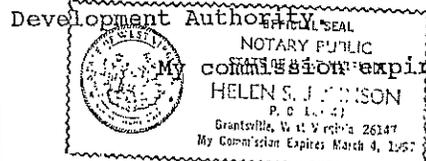
The grantor declares that the transfer involved in this document to which this declaration is appended is not subject to the state excise tax upon the privilege of transferring real estate for the reason this is a conveyance to a governmental unit.

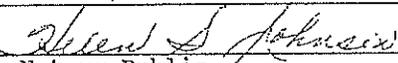
WITNESS the following signature.


Roger Allen, President of
Calhoun County Development
Authority

STATE OF WEST VIRGINIA,
COUNTY OF CALHOUN, TO-WIT:

This deed was acknowledged before me this 26th day of April, 1996 by Roger Allen, President of the Calhoun County



My commission expires: 3-4-97

Notary Public

This deed was prepared from unverified information. No examination of title was made and no responsibility is assumed for title or description problems.

This deed was prepared by:
Loren B. Howley, Attorney
HOWLEY & VENEZIA, L.C.
P.O. Box 580
Grantsville, WV 26147

Town of Grantsville
Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

COMBINED CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. AUTHORIZATION AND AWARD OF BOND
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. PUBLICATION AND NO PROTEST
5. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
6. SIGNATURES, ETC.
7. CERTIFICATION OF COPIES OF DOCUMENTS
8. INCUMBENCY AND OFFICIAL NAME, ETC.
9. DELIVERY AND PAYMENT
10. USE OF PROCEEDS
11. LAND AND RIGHTS OF WAY
12. MEETINGS; PUBLICATION AND POSTING OF NOTICES, ETC.
13. CONTRACTORS' INSURANCE, ETC.
14. CONNECTIONS, ETC.
15. MANAGEMENT
16. CONFLICT OF INTEREST
17. PROCUREMENT OF ENGINEERING SERVICES
18. EXECUTION OF COUNTERPARTS

We, the undersigned MAYOR and RECORDER of the Town of Grantsville, in Calhoun County, West Virginia (the "Issuer"), and the undersigned COUNSEL to the Issuer, acting for the Issuer and in its name, hereby state and certify on this 27th day of December, 2011, in connection with the Town of Grantsville Water Revenue Bonds, Series 2011 A (United States Department of Agriculture), No. AR-1, fully registered, dated the date hereof, in the principal amount of \$1,075,000, and bearing interest at the rate of 3.0% per annum (the "Series 2011 A Bonds") as follows:

1. AUTHORIZATION AND AWARD OF BOND: The undersigned are authorized to execute this certificate on behalf of the Issuer and are knowledgeable with respect to the matters set forth herein. The entire issue of the Series 2011 A Bonds have been duly awarded to the United States of America, acting by the United States Department of Agriculture, Rural Utilities Service (the "Purchaser"), pursuant to a Letter of Conditions from the Purchaser, dated April 7, 2009, as amended, and as appears in Section 7.03 of the Bond Ordinance duly enacted on November 7, 2011, as supplemented by Supplemental Resolution duly adopted by the Issuer on December 5, 2011, authorizing issuance of the Bond (collectively, the "Ordinance" or "Bond Ordinance"). Terms used herein and not otherwise defined herein shall have the same meaning as defined in the Bond Ordinance when used herein. The Series 2011 A Bonds are being issued on this date to permanently finance a portion of the cost of acquisition and construction of the Project located within the boundaries of the Issuer and to pay costs of issuance thereof.

2. 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 Series 2011 A Bonds or receipt of any grant moneys committed for the System; nor

questioning the proceedings and authority by which the Issuer authorized the issuance and sale of the Series 2011 A Bonds; nor in any way questioning or affecting the validity of the grants committed for the System or the Series 2011 A Bonds, or any provisions made or authorized for the payment thereof, including, without limitation, the pledge or application of the Net Revenues or any other moneys or security provided for the payment of the Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Bonds, the acquisition and construction of the Project, the operation of the System, the pledge or application of moneys and security or the collection of the Net Revenues; nor questioning the existence, powers or proceedings of the Issuer or the Council of the Issuer (the "Governing Body") or the title of the members and officers thereof to their respective offices; nor questioning the operation of the waterworks system of the Issuer (the waterworks system, as improved and expanded by the Project, as defined in the Ordinance, is herein called the "System") or the acquisition and construction of the Project being financed in part out of the proceeds of sale of the Series 2011 A Bonds; nor questioning the rates and charges provided for services of the System

3. GOVERNMENTAL APPROVALS: All applicable and necessary approvals, permits, authorizations, registrations, exemptions, consents and certificates required by law for the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Series 2011 A Bonds have been duly and timely obtained and remain in full force and effect, the time for appeal of which or rehearing having expired. Competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the Official West Virginia Code of 1931, as amended, which bids remain in full force and effect.

The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered on September 23, 2010 which became Final Order on October 6, 2011 in Case No. 10-0917-W-CN, granting to the Issuer a certificate of public convenience and necessity for the Project, and approving the financing for the Project. The time for appeal of the Commission Order has expired prior to the date hereof. Such Order is not subject to any appeal, further hearing, reopening or rehearing by any customer, protestant, intervenor or other person not a party to such Order. Such Order remains in full force and effect.

The Issuer enacted water rates and charges for the System on July 6, 2010. The time for appeal of such rates has expired prior to the date hereof without any timely appeals having been filed. The Issuer has also passed a water rate ordinance on December 5, 2011. The time for appeal of such rates has not yet expired. The water rate ordinance dated December 5, 2011 has been filed with the Public Service Commission of West Virginia.

4. PUBLICATION AND NO PROTEST: Notice of public hearing upon the Bond Ordinance as supplemented, was duly published as required by law.

There was not any protest to the passage of the Bond Ordinance, oral or written, and the Bond Ordinance became fully effective following the public hearing thereon and remains in full force and effect.

5. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the Issuer or the System since the approval by the Purchaser of a loan to assist in acquisition and construction of the Project.

The Issuer has outstanding: (i) Water Revenue Bonds, Series 1999 (United States Department of Agriculture), dated November 10, 1999, issued in the original aggregate principal amount of \$400,000 (the "Series 1999 Bonds"); (ii) Water Revenue Bonds, Series 1991 (United States Department of Agriculture), dated February 27, 1991, issued in the original aggregate principal amount of \$80,000 (the "Series 1991 Bonds"); and (iii) Water Revenue Bonds, Series 1979 (United States Department of Agriculture), dated January 14, 1982, issued in the original aggregate principal amount of \$289,000 (the "Series 1979 Bonds") (collectively, the "Prior Bonds"). The Series 2011 A Bonds are payable from and secured by a first lien on the Net Revenues of the System. The Series 2011 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects.

Prior to the issuance of the Series 2011 A Bonds, the Issuer will obtain the written consents of the Holders of the Prior Bonds to the issuance of the Series 2011 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues of the System.

The Issuer is not in default under the terms of the Prior Bonds, the ordinance and resolution authorizing the Prior Bonds or any document in connection therewith, and has complied with all requirements of all the foregoing with respect to the issuance of parity bonds or has obtained a sufficient and valid consent or waiver thereof.

6. SIGNATURES, ETC.: The undersigned Mayor and Recorder did, for the Issuer on the date hereof, officially execute and seal the Series 2011 A Bonds 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 or appointed (as applicable), qualified and serving officers as indicated by the official titles opposite their signatures below, and are duly authorized to execute and seal the Series 2011 A Bonds 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, supplemented or changed in any way unless modification appears from later documents also listed below.

Bond Ordinance

Supplemental Resolution

Public Service Commission Orders

United States Department of Agriculture Loan Resolution

Specimen Series 2011 A Bond

Charter

Oaths of Office of Officers and Council Members

Resolution on Open Governmental Proceedings

Water Rate Ordinance

Affidavit of Publication on Rate Ordinance

Minutes on Adoption and Enactment of Rate Ordinance

Affidavit of Publication on Bond Ordinance

Minutes on Adoption and Enactment of Bond Ordinance

United States Department of Agriculture Letter of Conditions and Closing Instructions

Receipt of Depository Bank

Consent of United States Department of Agriculture

8. INCUMBENCY AND OFFICIAL NAME, ETC.: The proper corporate title of the Issuer is the "Town of Grantsville." The Issuer is a municipal corporation in Calhoun County and is presently existing under the laws of, and a political subdivision of, the State of West Virginia. The governing body of the Issuer is its council, consisting of a Mayor, a Recorder and 5 councilmembers, all duly elected or appointed, as applicable, qualified and acting, and whose names and dates of commencement and termination of current terms of office are as follows:

<u>Name</u>	<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
Curtis Garretson, Mayor	July 1, 2011	July 1, 2013
Robert Petrovsky, Recorder	November 1, 2011	July 1, 2013
Erin Barnhart	July 1, 2011	July 1, 2013
Katheryn Kerby	July 1, 2011	July 1, 2013
Dorothy McCauley	July 1, 2011	July 1, 2013
Andrew Smith	July 1, 2011	July 1, 2013
Loretta Stevens	July 1, 2011	July 1, 2013

The duly appointed and acting Counsel to the Issuer is Loren B. Howley in Grantsville, West Virginia.

9. DELIVERY AND PAYMENT: On the date hereof, the Series 2011 A Bonds were delivered to the Purchaser at Grantsville, West Virginia, by the undersigned Mayor for the purposes herein set forth, and at the time of such delivery, the Series 2011 A Bonds had been duly and fully executed and sealed on behalf of the Issuer in accordance with the Bond Ordinance.

At the time of delivery of the Series 2011 A Bonds, the amount of \$87,890.82 was received by the undersigned Mayor, being a portion of the principal amount of the Series 2011 A, the balance to be paid as acquisition and construction of the Project progresses.

The Series 2011 A Bond is dated the date hereof and interest on advances thereon at the rate of 3.0% per annum is payable from the date of each respective advance.

10. USE OF PROCEEDS: The total cost of the Project is estimated at \$ 1,388,000. Sources and uses of funds for the Project are as follows:

<u>SOURCES</u>	
Proceeds of the Series 2011 A Bonds	\$1,075,000
Proceeds of the Grant from the USDA	\$ 313,000
Total Sources	\$1,388,000
<u>USES</u>	
Costs of Acquisition and Construction	\$1,368,000
Costs of Issuance	\$ 20,000
Total Uses	\$1,388,000

11. LAND AND RIGHTS OF WAY: All land in fee simple and all rights of way and easements necessary for the acquisition and construction of the Project, the operation and maintenance of the System have been acquired or can and will be acquired by purchase, or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Series 2011 A Bonds.

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

13. CONTRACTORS' INSURANCE, ETC.: 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 of the Purchaser, as amended, and the Bond Ordinance.

14. CONNECTIONS, ETC.: The Issuer will serve at least 365 bona fide full time users of the System, upon completion of the Project, 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. CONFLICT OF INTEREST: No officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Bond, the Bond Ordinance and/or the Project, including, without limitation, with respect to the Depository Bank, as defined in the Bond Ordinance. 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.

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

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

[Remainder of Page Intentionally Blank]

WITNESS our signatures and the official corporate seal of the TOWN OF GRANTSVILLE on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

Lucretia Barnett

Mayor

Mark H. H.

Recorder

Loren B. Howley

Counsel to Issuer

351300.00003

TOWN OF GRANTSVILLE

Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

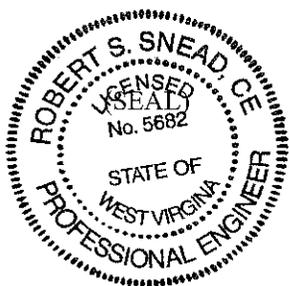
ENGINEER'S CERTIFICATE

I, Robert S. Snead, Registered Professional Engineer, West Virginia License No. 5682, of AE Associates, Ltd., Charleston, West Virginia, hereby certify that my firm is the engineer for the acquisition and construction of improvements and extensions to the existing waterworks system of the Town of Grantsville and acquisition and construction of improvements and extensions to the existing waterworks system (collectively, the "Project"), to be acquired and constructed in Calhoun County, West Virginia, which acquisition and construction are being financed in whole or in part by the above-captioned revenue bonds of the Issuer.

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 and Project are situate wholly or chiefly within the boundaries of the Town of Grantsville.

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

WITNESS my signature on this 27th day of December, 2011.



351300.00003

AE ASSOCIATES, LTD.

A handwritten signature in cursive script that reads "Robert S. Snead".

Robert S. Snead, P.E.
West Virginia License No. 5682

CH5420469

Town of Grantsville - Water Sytem Improvements Project
Construction Budget - Post Bid

<u>PROJECT COST</u>	<u>RD SUB GRANT</u>	<u>RD GRANT</u>	<u>RD LOAN</u>	<u>TOTAL</u>
CONSTRUCTION	\$ 247,900.00	\$ 37,500.00	\$ 823,924.14	\$ 1,109,324.14
CONST. CONTINGENCY		\$ 3,750.00	\$ 51,718.86	\$ 55,468.86
LAND & RIGHTS				\$ -
LEGAL FEES		\$ 400.00	\$ 7,500.00	\$ 7,900.00
LEGAL FEES-PSC	\$ 2,500.00			\$ 2,500.00
BOND COUNSEL		\$ 1,000.00	\$ 19,000.00	\$ 20,000.00
ACCOUNTING		\$ 300.00	\$ 6,500.00	\$ 6,800.00
ENGINEERING FEES		\$ 5,557.00	\$ 100,500.00	\$ 106,057.00
Basic - \$62,972				\$ -
Insp. - \$43,085				\$ -
INTEREST			\$ 32,250.00	\$ 32,250.00
ADMINISTRATION		\$ 1,000.00	\$ 19,000.00	\$ 20,000.00
PROJECT CONTG.	\$ 7,600.00	\$ 5,493.00	\$ 14,607.00	\$ 27,700.00
TOTAL	\$ 258,000.00	\$ 55,000.00	\$ 1,075,000.00	\$ 1,388,000.00

IN THE MATTER OF THE APPLICATION OF JEROME MARSHALL AND OTHERS FOR A CERTIFICATE OF INCORPORATION OF THE TOWN OF GRANTSVILLE, CALHOUN COUNTY, WEST VIRGINIA.

This day came Jerome Marshall and others by counsel and made application for the incorporation of the Town of Grantsville in the County of Calhoun and State of West Virginia under the provisions of Chapter 47 of the Code of West Virginia, and it appearing to the Court from the certificate and affidavit of S. C. Barr that legal notice of this application has been published and posted as required by law and that the certificate required by section 8 of said Chapter 47 of the Code has been duly returned to this court by Lemaster Williams, Jesse Scott and S. C. Barr, 3 voters appointed as provided in said section to take the vote for and against the said incorporation, and it appearing by satisfactory proof that all the provisions of sections one, two, three, four, five, six, seven and eight of Chapter 47 of the Code have been duly complied with and that a majority of all the qualified voters residing in the boundary of said proposed incorporation have been given in due form of law in favor of the incorporation of the said Town of Grantsville in the County of Calhoun and that all of the provisions of Chapter 47 of the Code of West Virginia have been complied with by the applicants for said incorporation, It is therefore ORDERED that the following territory bounded and described as follows: (Here copy boundary) be and the same is hereby incorporated as a town by the name of Grantsville and the Clerk of this Court is directed to issue a certificate of the incorporation of such town in form or in substance as follows:

"A Certificate under oath of Lemaster Williams, Jesse Scott and S. C. Barr was this day filed showing that a majority of all the qualified voters residing in the following boundary, to-wit: (Here copy boundary) have been given in due form of law in favor of the incorporation of the Town of Grantsville in the County of Calhoun, 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.

Clerk"

And the Court doth appoint Charles Blackshire, Guy Thomas and George Lowers, three legal voters residing within the territory aforesaid, who shall act as Commissioners of Election at the first election to be held in said town as provided by Chapter 47 of the Code of West Virginia, and said Commissioners are directed to fix a time for holding said election and to cause to be given the notice thereof as provided by law and shall perform all the duties required of them by Chapter 47 of the Code of West Virginia. And from and after the date of the certificate aforesaid, the territory embraced within the boundary mentioned in said certificate shall be an incorporated town by the name specified in said notice and certificate.

Courses and Distances and Descriptions of the within diagram:

Beginning at a buckeye on the west bank of the Little Kanasha River immediately opposite the upper end of the wing dam opposite the mouth of Leaf Bank, and running up the river with its meanders S 37 E 16 poles, S 21 E 66, S 12 W 12 poles, S 13½ W 18, S 22 W 18, S 50 W 20, S 63 W 34, S 67 W 68, S 53 W 32, S 30 W 26, S S W 32, S 19 E 26, S 47 E 16, S 70 E 12, S 69 E 32, S 79 E 54, S 65 E 17, S 56½ E 22, S 50 E 16 poles to a willow at the mouth of a small drain opposite Wm. Harris residence, thence N 34 E crossing the river 36 poles to a stake on the bench of the hill, thence along the side of the _____ N 54 W 28 poles to a black walnut, N 67 W 50 poles to the corner of S. P. Stump's fence; thence N 22 W 5 poles, N 37 E 32 poles, N 76 E 74 poles crossing Main Run to a stake in left hand fork of Run, thence up the same with its meanders N 51 E 17 poles, N 55 E 60, N 50½ E 12 poles, N 12 E 61 poles to black oak opposite Lemaster Williams' house, N 37 W 90 poles to a C. oak stump on top of hill in S. M. Scott's field, N 74 W 78 poles on top of point opposite the mouth of Leaf Bank Run, thence down the point N 65 W 41 poles crossing Leaf Bank to a stake in the County Road, thence down said Leaf Bank N 59 W 28 poles on river bar, thence crossing the river N 41 E 47 poles to beginning.

I, Alfred Stump, a surveyor, do certify that the above survey and the map on the opposite side is practically an accurate survey and map of the territory embraced therein.

Alfred Stump, Surveyor

Sworn to before me this 16 May 1896.

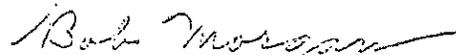
L. E. Trippett, N. P.



STATE OF WEST VIRGINIA
COUNTY OF CALHOUN, TO-WIT:

I, Bob Morgan, Clerk of the Circuit Court of Calhoun County, West Virginia, do hereby certify that the attached and foregoing writing is a true copy as entered in the Office of the Circuit Clerk files styled "In the Matter of Incorporation of Town of Grandville, 1896" filed in Law Records - 1896, 1897, 1898.

Given under my hand and the seal of this Court on the 13th day of July, 1979.


Clerk of Circuit Court

In the Matter of the Application of Jerome Hardman and others for a Certificate of Incorporation of the town of Grantsville, Calhoun County, West Virginia:

This day came Jerome Hardman and others by counsel and made application for the incorporation of the town of Grantsville in the County of Calhoun and State of West Virginia under the provisions of Chapter 47 of the Code of West Virginia; And it appearing to the Court from the Certificate and Affidavit of S. C. Barr that legal notice of this application has been published and posted as required by law and that the certificate required by Section 8 of said Chapter 47 of the Code has been duly returned to this Court by Lemaster Williams Jesse Scott and S. C. Barr 3 voters appointed as provided in said Section to take the vote for and against the said incorporation and it appearing by satisfactory proof that all the provisions of sections one, two, three, four, five, six, seven and eight of Chapter 47 of the Code have been duly complied with and that a majority of all the qualified voters residing in the boundary of the said proposed incorporation have been given in due form of law in favor of the incorporation of the said town of Grantsville in the county of Calhoun and that all of the provisions of Chapter 47 of the Code of West Virginia have been complied with by the applicants for said incorporation, It is therefore ordered that the following territory bounded and described as follows: Beginning at a buckeye on the west bank of the little Kanawha river immediately opposite the mouth of Leaf bank and running up the river with its meanders S. 37 E. 16 poles, S. 21 E. 66 poles, S. 12 W. 12 poles, S 16 1/2 W. 13 poles S 22 W. 16 poles S. 50 W. 20 poles S 63 W. 34 poles S 67 W. 68 poles S 53 W. 32 poles S 30 W. 26 poles S 8 W. 32 poles S. 19 E. 26 poles S. 47 E. 16 poles S. 70 E. 12 poles S. 89 E. 32 poles, S. 79 E. 54 poles, S. 65 E. 17 poles S. 56 1/2 E 22 poles S. 50 E. 16 poles to a willow at the mouth of a small drain opposite Wm. HARRIS residence thence N 34 E crossing the river 38 poles to a stake on the bench of the hill thence along the side of the hill N. 54 W. 28 poles to a black walnut N 67 W 50 poles to the corner of S. P. Stump's fence thence N. 22 W. 5 poles N. 37 E. 32 poles N. 76 E. 74 poles crossing main run to a stake in left hand fork of run thence up the same with its meanders N. 51 E. 19 poles N. 55 E 60 poles N. 50 1/2 E. 12 poles N. 12 E. 61 poles to black oak oposite Lemaster William's house, N. 37 W. 90 poles to C. Oak stump on top of the hill in S. M. Scott's field N. 74 W. 78 poles on top of point oposite the mouth of leaf bank run, thence down the point N. 65 W. 41 poles crossing Leaf Bank to a Stake in the County road thence down said Leaf Bank N. 59 W. 28 poles in river barr thence crossing the river N. 41 E. 47 poles to the beginning containing 263 acres, be and the same is hereby incorporated as a town by the name of Grantsville and the Clerk of this Court is directed to issue a certificate of the incorporation of such town in form or in substance as follows "A Certificate under oath of Lemaster Williams, Jesse Scott and S. C. Barr was this day filed showing that a majority of all the qualified voters residing in the above described boundary have been given in due form of law in favor of the incorporation of the town of Grantsville in the County of Calhoun 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 confirmed by the said Chapter from and after the date of this Certificate

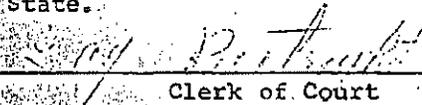
Clerk"

And the Court doth appoint Charley Blackshire, Guy Thomas and George Groves three legal voters residing within the territory aforesaid who shall act as Commissioners of election at the first election to be held in said town as provided by Chapter 47 of the Code of West Virginia. And said Commissioners are directed to fix the a time for holding said election and to cause to be given the notice then of as provided by law and shall perform all the duties required of them by Chapter 47 of the Code of West Virginia. And from and after the date of the certificate aforesaid the territory embraced within the boundary mentioned in said certificate shall be an incorporated town by the name specified in said notice and certificate.

STATE OF WEST VIRGINIA,
COUNTY OF CALHOUN, TO-WIT:

I, Gay Boatright, Clerk of the Circuit Court of said County and State, do hereby certify that the attached and foregoing writing, is a true and complete copy of an Order entered of record on the 12th day of June, 1896, as it appears to us of record in Law Order Book No. 6 at page 15.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Circuit Court of Calhoun County, West Virginia at my office in the Town of Grantsville, West Virginia, this the 19th day of April, 1968, and in the 105th year of the State.


Clerk of Court

TOWN OF GRANTSVILLE
PO BOX 146, SUITE 101
229 COURT STREET
GRANTSVILLE, WV 26147-0146
PHONE: 304-354-7500
FAX: 304-354-9274
E-mail: townofgrantsville@yahoo.com

Oath of Office

I, Curtis Garretson do solemnly swear that I will faithfully support the
Constitution of the United States of America, the Constitution of the State of West Virginia,
and the Ordinances and Laws of the Town of Grantsville and that I will faithfully perform my
duties as Mayor of the Town of Grantsville to the best of my ability, so help me God.

Given under my hand this 24th day of June, 2011.

Curtis Garretson

Helen S. Johnson

Mayor or Recorder

Patricia S. Davis

Witness

TOWN OF GRANTSVILLE
PO BOX 146, SUITE 101
229 COURT STREET
GRANTSVILLE, WV 26147-0146
PHONE: 304-354-7500
FAX: 304-354-9274
E-mail: townofgrantsville@yahoo.com

Oath of Office

I, Loretta Stoner do solemnly swear that I will faithfully support the
Constitution of the United States of America, the Constitution of the State of West Virginia,
and the Ordinances and Laws of the Town of Grantsville and that I will faithfully perform my
duties as Council Member of the Town of Grantsville to the best of my ability, so help me God.

Given under my hand this 24th day of June, 2011.

Loretta Stoner

Wesley Johnson

Mayor or Recorder

Parvula S. Mason

Witness

TOWN OF GRANTSVILLE
PO BOX 146, SUITE 101
229 COURT STREET
GRANTSVILLE, WV 26147-0146
PHONE: 304-354-7500
FAX: 304-354-9274
E-mail: townofgrantsville@yahoo.com

Oath of Office

I, Norothy McCauley do solemnly swear that I will faithfully support the Constitution of the United States of America, the Constitution of the State of West Virginia, and the Ordinances and Laws of the Town of Grantsville and that I will faithfully perform my duties as Mayor of the Town of Grantsville to the best of my ability, so help me God.

Given under my hand this 24th day of June, 2011.

Norothy McCauley

Nelson S. Johnson
Mayor or Recorder

Patricia S. Davis

Witness

TOWN OF GRANTSVILLE
PO BOX 146, SUITE 101
229 COURT STREET
GRANTSVILLE, WV 26147-0146
PHONE: 304-354-7500
FAX: 304-354-9274
E-mail: townofgrantsville@yahoo.com

Oath of Office

I, Kathryn L. Kerley do solemnly swear that I will faithfully support the
Constitution of the United States of America, the Constitution of the State of West Virginia,
and the Ordinances and Laws of the Town of Grantsville and that I will faithfully perform my
duties as Council Member of the Town of Grantsville to the best of my ability, so help me God.

Given under my hand this 24th day of June, 2011.

Kathryn L. Kerley

Walter A. Johnson
Mayor or Recorder

Pamela S. Davis

Witness

TOWN OF GRANTSVILLE
PO BOX 146, SUITE 101
229 COURT STREET
GRANTSVILLE, WV 26147-0146
PHONE: 304-354-7500
FAX: 304-354-9274
E-mail: townofgrantsville@yahoo.com

Oath of Office

I, Erin Barnhart do solemnly swear that I will faithfully support the Constitution of the United States of America, the Constitution of the State of West Virginia, and the Ordinances and Laws of the Town of Grantsville and that I will faithfully perform my duties as Council Member of the Town of Grantsville to the best of my ability, so help me God.

Given under my hand this 24th day of June, 2011.

Erin Barnhart

Nellie S. Johnson

Mayor or Recorder

Paul S. Harris

Witness

TOWN OF GRANTSVILLE
PO BOX 146, SUITE 101
229 COURT STREET
GRANTSVILLE, WV 26147-0146
PHONE: 304-354-7500
FAX: 304-354-9274
E-mail: townofgrantsville@yahoo.com

Oath of Office

I, Andrew Smith do solemnly swear that I will faithfully support the
Constitution of the United States of America, the Constitution of the State of West Virginia,
and the Ordinances and Laws of the Town of Grantsville and that I will faithfully perform my
duties as Council Member of the Town of Grantsville to the best of my ability, so help me God.

Given under my hand this 24th day of June, 2011.

[Signature] 6-24-2011

[Signature]
Mayor or Recorder

[Signature]

Witness

TOWN OF GRANTSVILLE

RESOLUTION ON OPEN GOVERNMENTAL PROCEEDINGS RULES

Pursuant to Chapter 6, Article 9A, Section 3 of the West Virginia Code, the Council of the Town of Grantsville does hereby adopt the following rules to make available, in advance, the date, time, place and agenda of all regularly scheduled meetings of the Council, and the date, time, place and purpose of all special meetings of the Council to the public and news media (except in the case of an emergency requiring immediate action) as follows:

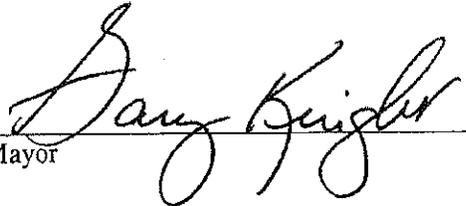
1. Regular Meetings. A notice shall be posted and maintained by the Recorder at the front door or bulletin board of the Town Hall of the date, time and place fixed and entered of record by Council for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same location by the Town Clerk not less than 3 business days before such regular meeting is to be held. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined.

2. Special Meetings. A notice shall be posted by the Recorder at the front door or bulletin board of the Town Hall not less than 2 business days before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is canceled, a notice of such cancellation shall be posted at the same location as soon as feasible after such cancellation has been determined.

These rules regarding notice of meetings shall replace any and all previous rules heretofore adopted by Council.

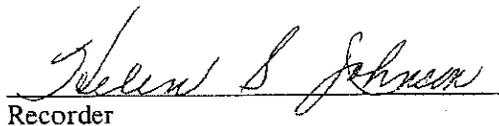
Adopted this 3rd day of December, 2007.

Mayor



SEAL

ATTEST:



Recorder

TOWN OF GRANTSVILLE

AN ORDINANCE SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE WATER SYSTEM OF THE TOWN OF GRANTSVILLE.

THE COUNCIL OF THE TOWN OF GRANTSVILLE HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal water services provided to all general domestic, commercial, industrial and resale users of the Town of Grantsville's Municipal Water System, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

RULES AND REGULATIONS

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

SECTION 1 – TARIFF

APPLICABILITY

Applicable in entire territory except for service provided through use of booster stations.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service and sales for resale service.

RESIDENTIAL, COMMERCIAL AND INDUSTRIAL RATES

First	2,000	gallons used per month	\$8.06	per 1,000 gallons
Next	3,000	gallons used per month	\$7.54	per 1,000 gallons
Next	5,000	gallons used per month	\$6.75	per 1,000 gallons
All Over	10,000	gallons used per month	\$5.74	per 1,000 gallons

MINIMUM CUSTOMER CHARGE

5/8	inch meter	\$12.08	per month
3/4	inch meter	\$18.15	per month
1	inch meter	\$30.26	per month
1 1/2	inch meter	\$60.45	per month
2	inch meter	\$96.75	per month
3	inch meter	\$181.35	per month
4	inch meter	\$302.28	per month

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid on or before the 20th day after the

billing date, ten percent (10%) shall be added to the net amount shown. This delayed payment penalty is not interest and is only to be collected once for each bill when appropriate.

CONNECTION FEE

The connection fee shall be \$280 for each new water service line one inch and smaller, and shall include the tap of the main line, the service line from the main to the property line or curb stop, and the meter installation, including the meter pit or vault.

The connection fee for service lines larger than one inch shall be the actual cost of the installation, and shall include the tap of the main, the service line from the main to the property line, and the meter installation, including the meter pit or vault. Upon receipt of an application for a service connection larger than one inch, the utility will provide an estimate of actual cost, which amount must be deposited by the applicant in advance of installation. Upon completion of the installation, a final settlement of the actual installation cost will be prepared and submitted for payment to the applicant. The amount of payment due will be reduced by the amount of the advance deposit. In the event of an excess in the amount deposited over the actual installation cost, the amount of excess will be promptly refunded to the applicant.

RECONNECTION FEE

There shall be a \$22.40 reconnection charge for re-established service.

RESALE SERVICE RATE

\$3.56 per 1,000 gallons per month.

LEAK ADJUSTMENT RATE

An incremental charge of \$0.97 per 1,000 gallons per month shall be charged for all water billed in excess of the customer's historic usage for a water leak that is determined by the Public Service Commission to be eligible for an adjustment of the water service charge.

SECTION 2 – EFFECTIVE DATE

The rates, charges and penalties provided herein shall become effective forty-five (45) days after enactment, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

SECTION 3 – SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are severable, and if any clause, provision or section hereof shall be held void or unenforceable by the Public Service Commission of West Virginia or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in

conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 4 – STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Town Recorder shall cause to be published a copy of this Ordinance in the *Calhoun Chronicle*, a qualified newspaper of general circulation in the Town of Grantsville, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before the Town Council on Tuesday, July 6, 2010, at 7:00 p.m., which date is not less than five (5) days after the date of the publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the Town Recorder, Town of Grantsville, Grantsville, West Virginia.

First Reading: June 7, 2010

Second Reading
and Public Hearing: July 6, 2010

TOWN OF GRANSTVILLE, a municipal corporation

Mayor:

Recorder:

05.24.10
351300.00004

Town of Grantsville
Monday November 15, 2011
Council Meeting
Calhoun County Little Court Room
Special Meeting

Present: Curtis Garretson, Mayor

Robert Petrovsky, Recorder

Council Members: Katheryn L. Kerby, Dorothy McCauley, and Loretta Stevens.

Other Present: Pam Davis.

Mayor Garretson called the meeting to order at 6:18pm, asking the attendees to stand for the Pledge of Allegiance.

Guest Speaker(s) NA

New Business:

- 1st reading for Water Rate Increase Ordinance, set forth by Steptoe and Johnson, proposed by Mayor Garretson.

TOWN OF GRANTSVILLE

AN ORDINANCE SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE WATER SYSTEM OF THE TOWN OF GRANTSVILLE.

THE COUNCIL OF THE TOWN OF GRANTSVILLE HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal water services provided to all general domestic, commercial, industrial and resale users of the Town of Grantsville's Municipal Waterworks System, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

RULES AND REGULATIONS

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

SECTION 1 – TARIFF

APPLICABILITY

Applicable in entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial, industrial, and sales for resale service.

RESIDENTIAL, COMMERCIAL AND INDUSTRIAL RATES

First 2,000 gallons used per month \$12.66 per 1,000 gallons

Next 3,000 gallons used per month \$10.55 per 1,000 gallons

Next 5,000 gallons used per month \$9.76 per 1,000 gallons

All Over 10,000 gallons used per month \$8.18 per 1,000 gallons

005251

MINIMUM CUSTOMER CHARGE

5/8 inch meter \$12.74 per month

3/4 inch meter \$19.15 per month

1 inch meter \$31.92 per month

1 1/2 inch meter \$63.79 per month

2 inch meter \$102.07 per month

3 inch meter \$191.32 per month

4 inch meter \$318.91 per month

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid on or before the 20th day after the billing date, ten percent (10%) shall be added to the net amount shown. This delayed
CH5886995.1 2

payment penalty is not interest and is only to be collected once for each bill when appropriate.

CONNECTION FEE

The connection fee shall be \$280 for each new water service line one inch and smaller, and shall include the tap of the main line, the service line from the main to the property line or curb stop, and the meter installation, including the meter pit or vault.

The connection fee for service lines larger than one inch shall be the actual cost of the installation, and shall include the tap of the main, the service line from the main to the property line, and the meter installation, including the meter pit or vault. Upon receipt of an application for a service connection larger than one inch, the utility will provide an estimate of actual cost, which amount must be deposited by the applicant in advance of installation. Upon completion of the installation, a final settlement of the actual installation cost will be prepared and submitted for payment to the applicant. The amount of payment due will be reduced by the amount of the advance deposit. In the event of an excess in the amount deposited over the actual installation cost, the amount of excess will be promptly refunded to the applicant.

DISCONNECTION FEE

If any bill is not paid within sixty (60) days after the due date, water service to the customer will be discontinued. Water service will not be restored until past due water bills have been paid in full and all accrued penalties plus a reconnection charge have been paid.

RECONNECTION FEE

There shall be a \$22.40 reconnection charge for re-established service.

RESALE SERVICE RATE

\$3.74 per 1,000 gallons per month.

LEAK ADJUSTMENT RATE

An incremental charge of \$0.97 per 1,000 gallons per month shall be charged for all water billed in excess of the customer's historic usage for a water leak that is determined by the Public Service Commission to be eligible for an adjustment of the water service charge.

SECTION 2 – EFFECTIVE DATE

The rates, charges and penalties provided herein shall become effective forty-five (45) days after enactment, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

CH5886995.1 3

SECTION 3 – SEVERABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are severable, and if any clause, provision or section hereof shall be held void or unenforceable by the Public Service Commission of West Virginia or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 4 – STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Town Recorder shall cause to be published a copy of this Ordinance in the *Calhoun Chronicle*, a qualified newspaper of general circulation in the Town of Grantsville, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before the Town Council on Monday, December 5, 2011, at 7:00 p.m., which date is not less than five (5) days after the date of the publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the Town Recorder, Town of Grantsville, Grantsville, West Virginia.

First Reading: November 15, 2011

Second Reading and Public Hearing: December 5, 2011

TOWN OF GRANSTVILLE, a municipal corporation

Mayor Garretson moved for a 5.5% rate increase. Katheryn Kerby made motion. Dorothy McCauley 2nd. Motion carried on 1st reading.

- Mayor Garretson proposed motion to amend letter of conditions from the USDA Rural Development and to accept the additional grant money for the water project.

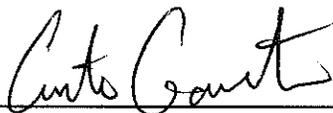
Loretta Stevens made motion. Dorothy McCauley 2nd. Motion carried.

- Mayor Garretson proposed motion to “consider and act upon forms related to Rural Development subsequent grant for the Water System Improvement Project.”

Loretta Stevens made motion. Katheryn Kerby 2nd. Motion carried.

Adjournment:

Dorothy McCauley made motion to adjourn. Katheryn Kerby 2nd. Motion carried.



Mayor Curtis Garretson

Date 11-15-2011



Recorder Robert Petrovsky

AFFIDAVIT OF PUBLICATION

STATE OF WEST VIRGINIA
COUNTY OF CALHOUN, to-wit:

I, Helen R. Morris, being first duly sworn upon my oath, do depose and say that I am publisher of *The Calhoun Chronicle/Grantsville News*, a Democratic newspaper published for at least fifty weeks during the calendar year in Grantsville, Calhoun County, West Virginia, that such newspaper is a newspaper of "general circulation" as that term is defined in Article 3, Chapter 59 of the Code of West Virginia, 1931, as amended, within the publication area, or areas, of said municipality and county and adjoining counties of Calhoun; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political nature and for current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of

PUBLIC NOTICE

was duly published in said newspaper once a week for 1 successive week(s) (Class I), commencing with the issue of the 24th. day of June, 2010, and ending with the issue of the 24th. day of June, 2010.

The cost of publishing said annexed notice was \$33.95.

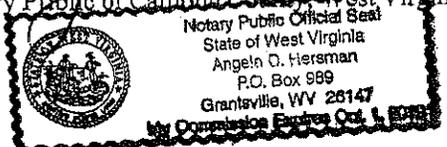
Signed

Helen R Morris

Taken, subscribed and sworn before me in my said county on This 24th day of June, 2010.

My commission expires: October 1, 2012

Angela D. Hersman
Notary Public of Calhoun County, West Virginia



**NOTICE OF PUBLIC HEARING ON
TOWN OF GRANTSVILLE WATER RATE ORDINANCE**

Notice is hereby given, that on June 7, 2010, the Town of Grantsville, proposed to be read before the Town Council, an ordinance proposing increased water rates and charges in lieu of those rates and charges contained in the town's existing water tariff currently on file at the Public Service Commission of West Virginia for furnishing water service to customers in Calhoun County, West Virginia, and is proposing adoption of the same. The proposed ordinance is as follows:

AN ORDINANCE SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE WATER SYSTEM OF THE TOWN OF GRANTSVILLE.

The Town Council of the Town of Grantsville will have its final reading and vote on the ordinance on Tuesday, July 6, 2010, at 7:00 p.m. in the Town of Grantsville, Town Hall, Grantsville, West Virginia. Said meeting is open to the public and all interested parties may appear at the meeting and present protests, if any, with respect to the proposed ordinance. A copy of the proposed ordinance is available for inspection at the office of the Town Recorder of the Town of Grantsville, Town Hall, Grantsville, West Virginia.

Helen Johnson
Recorder
Class I Legal - Ttc/6/24

*****AFFIDAVIT OF PUBLICATION

STATE OF WEST VIRGINIA
COUNTY OF CALHOUN, to-wit:

I, Helen R. Morris, being first duly sworn upon my oath, do depose and say that I am publisher of The Calhoun Chronicle/Grantsville News, a Democratic newspaper published for at least fifty weeks during the calendar year in Grantsville, Calhoun County, West Virginia, that such newspaper is a newspaper of "general circulation" as that term is defined in Article 3, Chapter 59 of the Code of West Virginia, 1931, as amended, within the publication area, or areas, of said municipality and county and adjoining counties of Calhoun; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political nature and for current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of

PUBLIC NOTICE

was duly published in said newspaper once a week for 2 successive week(s) (Class II), commencing with the issue of the 27th. October, 2011, and ending with the issue of the 3rd. of November, 2011.

The cost of publishing said annexed notice was \$118.70.

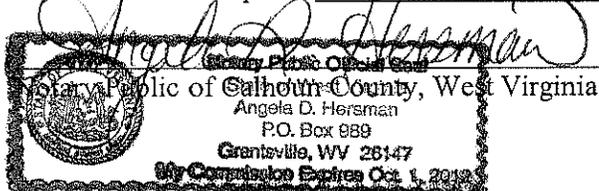
Signed

Helen R Morris

Taken, subscribed and sworn before me in my said county

on This 3rd day of November, 20 11.

My commission expires: October 1, 2012



NOTICE OF PUBLIC HEARING ON THE TOWN OF GRANTSVILLE BOND ORDINANCE

A public hearing will be held on the following entitled Ordinance at a regular meeting of the Council of the Town of Grantsville (the "Town") to be held on Monday, November 7, 2011, at 7:00 p.m. at the Town Hall, 100 Court Street, Grantsville, West Virginia, and at such hearing any person interested may appear before the Town and present protests, and all protests and suggestions shall be heard by the Town and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

TOWN OF GRANTSVILLE

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF THE TOWN OF GRANTSVILLE, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF THROUGH THE ISSUANCE BY THE TOWN OF GRANTSVILLE OF NOT MORE THAN \$1,375,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2011 A (UNITED STATES DEPARTMENT OF AGRICULTURE) IN ONE OR MORE SERIES; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

The above quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The Town contemplates the issuance of the Bonds described in the Ordinance. The proceeds of the Bonds will be used (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance hereof and related costs. The Bonds are payable only from the Net Revenues to be derived from the operation of the System. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

The above-entitled Ordinance was adopted by the Council of the Town of Grantsville on October 3, 2011. A certified copy of the above entitled Ordinance is on file with the Town for review by interested parties during regular office hours.

Following the public hearing, the Town intends to enact the Ordinance upon final reading.

/s/ Curtis Garretson Mayor

Class II Legal - 2tc/10/27-11/3

**Town of Grantsville
Tuesday, September 6, 2011
Council Meeting
Calhoun County Little Court Room**

005042

Present: Curtis Garreston, Mayor

Helen Johnson, Acting Recorder

Council Members: Erin Smith-Barnhart, Katheryn L. Kerby, Andrew Smith, Loretta Stevens. Dorothy McCauley, absent.

Others Present: Bernard Reed, Bev Morford, Connie Toppings, Tim Toppings, Robert Marks, Linda Staton, Geneva Nicholson, Evelyn Parker, Kathleen Cash, Judy Powell, Sgt. J. R. Garrett, Ray Hickman, Pat Summers, COP Jeff Starcher, Douglas Gallagher, Bob Leach, MOVRC, Todd Arman, Steptoe & Johnson.

Mayor Curtis Garreston called the meeting to order at 7:00pm, asking the attendees to stand for the Pledge of Allegiance.

Loretta Stevens made a motion to approve the minutes as presented, 2nd by Katheryn L. Kerby. Motion carried.

Guest Speakers:

Mr. Leach presented a resolution that authorizes Mayor Garreston to act upon and sign on behalf of the council for the Grantsville Wastewater Project. Loretta Stevens made a motion to authorize the request, 2nd by Katheryn L. Kerby. Motion carried unanimously.

Mr. Leach also, requested an extension of the project and a drawdown in the amount of \$74,201.00. Andrew Smith made a motion for the extension, 2nd by Erin Barnhart. Motion carried.

Loretta Stevens made a motion for the drawdown, 2nd by Erin Barnhart. This would close out the grant and complete the project. Loretta Stevens made a motion for the drawdown, 2nd by Katheryn L. Kerby. Motion carried.

Todd Aman of Steptoe & Johnson presented the first reading of the proposed Bond Ordinance providing for the issuance of Water Revenue Bonds, Series 2011 A (the "Bonds"). Loretta Stevens made a motion accept the first reading of the ordinance, 2nd by Kathryn L. Kerby. Motion carried.

Citizens' Open Forum

Bev Morford requested the ditch line be cleaned out on Roxell Lane. Mayor Garreston stated a ditch line list is being compiled so the problems can be addressed. She also made inquiry about the status of the town charter. He also stated, he had spoken with several entities and the attorney general informed him that a town charter

005040
committee would be required to get 250 signatures of registered voters. A town charter is not required, and would not be pursued any further.

Doug Gallagher asked if the sheriff's department would help with animal control coverage in town. Mayor Garretson said the sheriff's department will assist in animal problems. But, the citizens need to contact the town police, who will in turn decide if the sheriff's department needs called.

Mr. Gallagher stated he had requested a copy of the town ordinance, but had not received a copy. Recorder Johnson said the cost per page is fifty cents. Mayor Garretson stated there are plans to include the ordinance on the website within the coming months.

Kathleen Cash reported neighbor dogs were escaping from their enclosure. Chief Starcher will look into the matter.

Evelyn Parker reported non running vehicles were parked across the street from her house, leaving no place for her to park.

Geneva Nicholson requested the council's approval the date and time for a Halloween block party and for Trick or Treat.

Loretta Stevens made a motion to donate \$200.00 the block party 2nd by Erin Barnhart. Motion carried.

Andrew Smith made a motion to hold the block party, Saturday, October 29, 2011 from 5:00pm until 7:00pm and Trick or Treat from 7:00pm until 8:30pm, 2nd by Erin Barnhart. Motion carried.

Bernard Reed asked the council to sell him the right-a-way behind his house. Pat Summers stated that would land lock him out of two lots he owns in the area. Therefore, no action was taken.

Again, Tim and Connie Toppings approached council about burning the wood on River Street. Mr. Toppings stated he called Miss. Utility and was told there was no active gas line around their building. Mr. Toppings also stated he had tried to work with council, but a heatedly argument broke out between the Toppings' and Councilperson Kerby, who stated, she had called the DEP on Toppings.

Recorder Johnson asked the mayor for a call to order because the issue was not being reasonable discussed. Mayor Garretson agreed and the matter was stopped.

"I have to find out stuff on my own. I can't trust someone else's opinion on a matter as important as this," said Garretson, who plans to discuss the issue with the Toppings to see if the matter can be resolved.

Loretta Stevens asked about the possibility of removing the parking meters from one side of Main Street in the area from Jarvis Street to Florence Street and limit parking to one side only.

The parking and traffic problems will be discussed at a later date.

Mayor's Report

Mayor Garretson reported that he had attended a Municipal League Conference and found it very helpful with the issues the council had been discussing. He also reported the town received a letter from DEP citing no deficiencies for the water treatment facility.

Police Report for August 2011

- 34 Calls for Service
- 122 Citizen Contacts
- 4 Criminal Investigation
- 1 Traffic crash investigation
- 1 Violation for dogs running loose
- 17 Warnings and 9 citations for traffic stops
- 2 Warrant services, arrests for no insurance, keeping vicious dogs and dogs running at large

The police Department have received the state mandated NIBER crime reporting software, which enables the police to be eligible for grants and to be compliant with state law.

Chief Starcher reported that Auxiliary Officer C. J. Myers is able to write parking citations on a volunteer basis.

Erin Barnhart made a motion the fee for expired parking meter violation be \$2.00, 2nd by Andrew Smith. Motion carried.

Recorder's Report

Erin Barnhart and Andrew Smith were appointed to the audit committee, which includes Brad Stevens serving his second year. Mr. Smith agreed to be the contact person.

Loretta Stevens made motion to approve an Agreement for Provision of Services, seconded by Erin Barnhart between Ralph Campbell and the Town of Grantsville. Motion carried.

Loretta Stevens made a motion to approve an Agreement for Provision of Services, seconded by Erin Barnhart between Randall K. "Bear" Yoak and the Town of Grantsville. Motion carried.

Recorder Johnson report upcoming election dates, early voting beginning October 5, 2011 and ending October 22, 2011. Tuesday, October 25, 2011 Special Election will be hold in the Little Court Room from 6:30am to 7:30pm.

Council/Committee Reports

Katheryn L. Kerby said people have been parking in handicapped zones when they are no handicapped.

Loretta Stevens asked about the possibility of removing the parking meters from one side of Main Street in the area from Jarvis Street to Florence Street and limit parking to one side only.

005040

Mr. Gallagher said that it may be a good idea for the police to help direct traffic on days when delivery trucks are delivering to the business along Main Street.

The parking and traffic problems will be discussed at a later date.

Old Business

Doug Gallagher asked if the sheriff's department would help with animal control coverage in town. Mayor Garretson said the sheriff's department will assist in animal problems. But, the citizens need to contact the town police, who will in turn decide if the sheriff's department needs called.

New Business

Doug Gallagher, Housing Authority Member said that there is a federal building inspector that handles West Virginia properties. The inspector will come to Grantsville to discuss issues with the committee. He said he had spoke with attorneys regarding liens on assets of people who have abandoned properties in Grantsville. Rural Development was also contacted about possible grants to help demolish the properties and rebuild. Next meeting will be in two weeks.

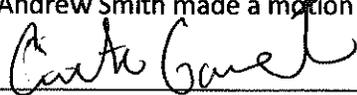
Doug Gallagher asked if the sheriff's department would help with animal control coverage in town. Mayor Garretson said the sheriff's department will assist in animal problems. But, the citizens need to contact the town police, who will in turn decide if the sheriff's department needs called.

Erin Barnhart made a motion all employees be required to attend CPR and Safety Classes, 2nd by Loretta Stevens. Motion carried. The classes will be at no charge to the employees and be given during working hours by David Johnson.

Erin Barnhart made a motion to adopt the Municipal League traffic laws, 2nd by Andrew Smith. Motion carried.

Loretta Stevens made a motion to pay the bills, 2nd by Erin Barnhart. Motion carried

Andrew Smith made a motion to adjourn. Meeting adjourned at 8:50pm.



Curt Garretson, Mayor



Helen S. Johnson, Recorder

Town of Grantsville
Monday, October 3, 2011
Council Meeting
Calhoun County Little Court Room

Present: Curtis Garretson, Mayor

Helen Johnson, Acting Recorder

Council Members: Katheryn L. Kerby, Dorothy McCauley, Andrew Smith, Loretta Stevens. Erin Smith-Barnhart, absent.

Other Present: Mary Weese, Etta Coon, Robert Bradley, Bernard Reed, Judy Powell, Kathleen Cash, Geneva Nicholson, Cheryl Cheesbrew, Susanna Walker, Andy Walker, Pat Summers, Pete Dilgard, Sgt. J. R. Garrett.

Mayor Garretson called the meeting to order at 7:00pm, asking the attendees to stand for the Pledge of Allegiance.

Mayor Garretson asks for a revision or approval of the September 2011 minutes. Council person Kerby stated she did not make the statement as recorded in the minutes, that she called the DEP on Tim and Connie Toppings.

Dorothy McCauley made a motion to approve the minutes with the correction, 2nd by Loretta Stevens. Motion carried.

Mayor Garretson anyone wishing to speak, would be limited to five minutes.

Guest Speakers – None

Citizens' Open Forum

Mayor Garretson read from the following letter received from Prosecuting Attorney Rocky Holmes, regarding the humane officer issue. The town does not employ a humane officer and has relied on the sheriff's department for coverage. Recently Jeff Starcher, COP called for the county's humane officer, who was not available.

Mr. Holmes wrote that he is "of the legal opinion of the city police and not the sheriff's department. It is true that the sheriff's department has an animal control officer for the county. However, the City of Grantsville must form a contract with the sheriff's department in order for the sheriff's department to have jurisdiction over animal control within the city limits. The sheriff has no authority to enforce city ordinances. Grantsville has ordinances dealing with animals within its boundaries that cannot be enforced by any other law enforcement agency. For the sheriff's department to have authority, a contract between Grantsville and the sheriff's department must be enacted detailing liability issues and how the city will repay funds used in animal control. "

Mayor Garretson is going to speak with other city governments about their solution with this issue.

Mayor Garretson introduced Andy Walker, an applicant for the Grantsville Police Department. Mr. Walker will work part-time.

Police report for September 2011

- 34 Calls for Service
- 128 Citizen Contacts
- 6 Criminal Investigations
- 4 Dog violations
- 20 Warnings for traffic stops
- 4 Citations for traffic stops
- 2 Warrants served and arrest for driving while license revoked for DUI 2nd. Offense, Domestic Battery
- 1 indecent exposure

Recorder's Report

Recorder Johnson asks for a resolution to move \$3000.00 from gaming to the election in the budget. Loretta Stevens made a motion to approve the request, 2nd by Katheryn L. Kerby. Motion carried.

Recorder Johnson also reported the annual state auditor's seminar would be held October 11 and 12th in Charleston.

Early voting is available for the upcoming recorder's election, in the annex room of the City Police.

Council/Committee Reports

Old Business

Loretta Stevens made a motion for the Second reading of Proposed Bond Ordinance for issuance of Water Revenue Bonds, Series 200A, 2nd by Dorothy McCauley. Motion carried unanimously.

New Business

Flood Plain Properties – No action was take, town has not received the deeds to the properties
Vehicles (abandoned on city streets) will check to see if we have an ordinance covering abandoned vehicles)

Ordinance for Road Blocks in town limits, was proposed by Mayor Garretson

Only organizations that have 501-C3d status (non-profit) can have road blocks in town limits upon a permit issued by the town giving us a notice of 30 days, and each organization that has that 501-C3 status can have one a year.

Andrew Smith made a motion to approve the first reading of the Road Blocks in town limits, 2nd by Loretta Stevens. Motion carried unanimously.

Payment of the Bills

Loretta Stevens made a motion to pay the bills, 2nd by Dorothy McCauley. Motion carried unanimously.

Adjournment

Katheryn L. Kerby made a motion to adjourn, 2nd by Dorothy McCauley. Motion carried.



Mayor



Recorder

Town of Grantsville
Monday November 7, 2011
Council Meeting
Calhoun County Little Court Room

Present: Curtis Garretson, Mayor

Robert Petrovsky, Recorder

Council Members: Katheryn L. Kerby, Dorothy McCauley, Andrew Smith, Loretta Stevens, and Erin Smith-Barnhart.

Other Present: Pam Davis, Robert Marks, Etta Coon, Mary Weese, Bernard Reed, Tim Toppings, Bev Morford, Linda Staton, Geneva Nicholson, Judy Powell, Police Chief Andy Walker, and Sgt. J. R. Garrett.

Mayor Garretson called the meeting to order at 7:00pm, asking the attendees to stand for the Pledge of Allegiance.

Mayor Garretson asks for a revision or approval of the October 2011 minutes.

Loretta Stevens made a motion to approve the minutes, 2nd by Erin Smith. Motion carried.

Guest Speaker(s) – Bob Leach- Grants Coordinator, MOVRC.

Mr. Leach reported that the Water Project came in overbid, and 258,000.00 were in the process of being secured before the end of the year. He discussed the need for a special meeting on November 15, 2011 to coordinate issues with increasing the water rates. November 15 at 6:00pm was determined for the meeting, in the Little Court Room.

Mr. Leach additionally reported that the phase I waste water project was complete, but minor issues were still left to be addressed by Thrasher Engineering, to begin phase II. Mr. Leach stated that Thrasher Engineering had only minor checklist items to close out phase I (mostly paperwork), and that the final drawdown check had not been issued yet.

Mr. Arman - Bond Council for Water Project – Steptoe & Johnson.

Mr. Arman proposed the final reading for the proposed Bond Ordinance providing for the issuance of Water Revenue Bonds, Series 2011 A (the Bonds). Mr Arman stated that on December 5th Council will have the 2nd reading for a water rate increase, and for the bond closing. Mr. Arman addressed 1,075,000.00 would be paid by the Town of Grantsville, and the remainder to be paid by grant funds. Mr. Arman stated the first reading on the water rate increase would be conducted at November 15, 2011 special council meeting, and that the 2nd reading would be on December 5, 2011.

Council member Andrew Smith asked why there was a need to raise the rates. Mayor Garretson and Mr. Arman explained to create a positive cash flow, would be utilized to repay the USDA loan and meet their guidelines.

Mayor Garretson moved to open the bond issue to the public. Andrew Smith made motion to open to the public, Loretta Stevens 2nd. Motion carried. No public questions.

Mayor Garretson moved for final reading for the issuance of Water Revenue Bonds, Series 2011 A (the Bonds). Dorothy McCauley made motion. Katheryn Kerby 2nd. Motion carried.

Citizens' Open Forum

Katheryn Kerby addressed the dilapidated shed and junk on River Street.

Katheryn Kerby asked if there was anything that could be done about the "rough" side streets in town. Mayor Garretson stated he was examining a Block Grant through the Governor's Office.

Katheryn Kerby addressed the NAPA parking lot, and the obstruction to view of State Road 5 that is created when the parking lot is full.

Etta Coon addressed a tree near her residence, on the property of Joe and Jacky Bailey, that needed to be removed, as it is dangerously close to falling. Mayor Garretson informed her it would be checked out.

Robert Marks addressed the hole in the riverbank area, of his property. Mayor Garretson stated he would have it looked at.

Mayor Garretson moved for Executive Session. Loretta Stevens made a motion. Erin Smith 2nd. Motion carried, and the public was asked to exit the court room. Pam Davis remained.

Chief Andy Walker requested that Sgt. J. Garrett be given full time status. Chief Walker proposed Sgt. Garrett be given full benefits (3,794.00 to finish out fiscal year) and 10.00 hourly rate. Mayor Garretson and Pam Davis stated money would need to be moved from another budget to cover the additional 8 or 9 thousand dollars for the Police budget.

Chief Walker discussed Sgt. Garrett placing some of his personal funds into the cruiser, to allow him to take cruiser to his residence, allowing him to respond to call outs after hours.

Chief Walker discussed DUI and Click it or Ticket grant funds.

Mayor Garretson moved to transfer required funds to employ Sgt. Garrett full time. Andrew Smith made motion. Loretta Stevens 2nd. Motion carried.

Mayor Garretson moved to employ Sgt. Garrett full time. Erin Smith made motion. Katheryn Kerby 2nd. Motion carried.

Mayor Garretson moved for one time holiday pay increase for employees totaling 2,400.00. Loretta Stevens made motion. Andrew Smith 2nd. Motion carried.

Mayor Garretson moved for return of citizens to court room. Dorothy McCauley made motion. Andrew Smith 2nd. Motion carried, citizens returned. Mayor Garretson briefed citizens about Hiring Sgt. Garrett full time.

Mayors Report:

Mayor Garretson reports the new stair way being examined for safety and liability, especially winter time months. He addressed possibility of warning signs and gate.

Police Report for October 2011

- 23 calls for service
- 12 traffic stops
- 1 traffic citation
- 1 DUI
- 4 arrests
- 5 dog calls
- 2 investigations

Chief Walker reports a new desktop computer and 2 handheld radios received.

Police Department received 1,500.00 of DUI grant money that assists with officer overtime.

Police Department received 500.00 of Click it or Ticket grant money.

Chief Walker reports he is working on a proposal with Minnie Hamilton to gain more police presence at their facility.

Recorder's Report:

Robert Petrovsky requests the Council approve him as a official signer of documents and checks.

Loretta Stevens made motion. Dorothy McCauley 2nd. Motion carried.

Council/Committee Reports:

Old Business:

- 2nd reading for Ordinance for Road Blocks in town limits, proposed by Mayor Garretson.

Only organizations that have 501-C3 status (non-profit) can have road blocks in town limits upon a permit issued by the town giving us a notice of 30 days, and each organization that has that 501-C3 status can have one year.

Loretta Stevens made motion. Katheryn Kerby 2nd. Motion carried on 2nd reading.

- Mayor states town needs a general code, addressing penalties for ordinances, not to exceed 250.00(1st reading). Andrew Smith made motion. Dorothy McCauley 2nd. 1st reading motion carried
- 1st reading for Parking fine and meter monitoring ordinance. Parking fine to be 2.00. Loretta Stevens made motion. Andrew Smith 2nd. Motion carried on first reading.
- 1st reading to adopt state codes for traffic laws, assigning town traffic codes the same state code. Loretta Stevens made motion. Katheryn Kerby 2nd. Motion carried on first reading.
- 1st reading to fill elected official posts by appointment, rescinding existing ordinance of election.

Bev Morford conveyed that individuals that had previously run for the elected post, but did not win, should be given priority consideration, as they have all ready shown an interest in the position.

Andrew Smith motioned that vacant posts be filled by appointment, but that Council review possible applicants by "Letter of Intent." That Council have collective voice in appointment, and conduct vote on interested applicants. Katheryn Kerby 2nd. Motion carried for first reading.

- Mayor Garretson addressed the town parking lot (pit). States the town still has options open to trade or sell. States any deal will need transparency and must ensure fair trade.

Payment of Bills:

Dorothy McCauley made motion to pay bills. Andrew Smith 2nd. Motion carried.

Adjournment:

Andrew Smith made motion to adjourn. Erin Smith 2nd. Motion carried.



Mayor Curtis Garretson

Date 11-10-2011



Recorder Robert Petrovsky

005253

Town of Grantsville
Monday December 5, 2011
Council Meeting
Calhoun County Little Court Room

Present: Curtis Garretson, Mayor

Robert Petrovsky, Recorder

Council Members: Katheryn L. Kerby, Dorothy McCauley, Loretta Stevens, and Erin Smith-Barnhart.

Other Present: Pam Davis, William Marks, Robert Bradley, Linda Staton, Geneva Nicholson, Robert Marks, Cheryl Davis, Sandy Kerby, Rose Knight, Graham Knight, Ray Hickman, and Police Chief Andy Walker.

Mayor Garretson called the meeting to order at 7:20pm, asking the attendees to stand for the Pledge of Allegiance.

Mayor Garretson asks for a revision or approval of the October 2011 minutes.

Dorothy McCauley made a motion to approve the minutes, 2nd by Katheryn Kerby. Motion carried.

Guest Speaker(s) – Todd Arman- Bond Council for Water Project – Steptoe & Johnson.

Mr. Arman proposed the approval for the proposed Bond Ordinance providing for the issuance of Water Revenue Bonds, Series 2011 A (the Bonds). Mr. Arman stated the rate increase would place the Town in compliance with 120%, to insure debt coverage and that rates are USDA determined.

“Water Revenue Bonds, Series 2011 A (USDA)”- The Bond Ordinance specifies the terms of the Bonds. The proceeds of these bonds will be used to pay (i) a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the water system of the Issuer (the “Project”); and (ii) pay certain costs of issuance of the Bonds and related costs.

Payments on the Bonds will be due as follows:

INTEREST ONLY PERIOD: Installments of interest only are due monthly, commencing 30 days following the closing date and continuing on the corresponding day of each month for the first 24 months after said date. RUS will advise the Town monthly as to the amounts of interest that are due until the 25th month.

PRINCIPLE AND INTEREST: Thereafter principle and interest, on said corresponding day of each month are as follows are payable directly to RUS in the amount of \$3,956/ month.

The final installments shall be paid at the end of 40 years from the date of the Bonds in the sum of the unpaid principle and interest due on the date thereof.

RESERVE PAYMENTS: The Reserve payments will be made to the Municipal Bond Commission.

005254

PREPAYMENT: The Bonds can be prepaid at any time.

BOND ISSUE	LENDER	AMOUNT	INTEREST RATE	TERM
Water Revenue Bonds Series 2011 A	United States Dept of Agriculture	\$1,075,000.00	3%	40 yrs

Mr Arman additionally informed that documents for closing would be signed and prepared for closing on December 14, 2011. Mr Arman advised Mayor Garretson that it would be wise to open up public forum for any concerns regarding the water rate increase.

Mayor Garretson opened the second reading on water rate increase to the public to voice concerns. The following concerns noted:

Cheryl Davis-asked if the sewer rates would additionally rise in accordance with water rates. Todd Arman stated that it would not, and that it would require a separate reading to raise sewer rates. Mayor Garretson informed that the 5.5% rate would provide the cash flow needed to pay bonds. Cheryl Davis inquired about the rate bringing the Town up to the same level as other towns with the rate increase. Mayor Garretson informed that it would, as Grantsville rates were lower than the norm.

Linda Staton-asked about the fact sewer rates are generated from water usage, would that in fact raise sewer rate. Mayor Garretson informed no.

Mayor Garretson then moved for approval of water rate increase(IX-Old Business(F)) and Water Revenue Bonds Series 2011 A. Dorothy McCauley made motion to approve. Erin Smith 2nd. Motion carried.

Mr. Arman proposed the approval of the Town of Grantsville Water Revenue Bonds Series 2011 A Supplemental Resolution, Section 3 Paragraph G, section 1.02:

“The issuer has outstanding its: (i) Water Revenue Bonds, Series 1999 (United States Department of Agriculture), dated November 10, 1999, issued in the original aggregate principle amount of \$400,000 (the “Series 1999 Bonds”); (ii) Water Revenue Bonds, Series 1991 (United States Department of Agriculture), dated February 27, 1991, issued in the original aggregate principle amount of \$80,000 (the “Series 1991 Bonds”); and (iii) Water Revenue Bonds, Series 1979 (United States Department of Agriculture), dated January 14, 1982, issued in the original aggregate principle amount of \$289,000 (the “Series 1979 Bonds”) (collectively, the “Prior Bonds”). The Series 2011 A Bonds are payable from and secured by a first lien on the Net Revenues (as hereinafter defined) of the System.

The Series 2011 A Bonds shall be issued on a parity with the Prior Bonds with respect to liens, pledge and source of and security for payment and in all other respects.

Prior to the issuance of the Series 2011 A Bonds, the issuer will obtain the written consents of the Holders of the Prior Bonds to the issuance of the Series 2011 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

Section 4. Paragraph 5.04 of the Bond Ordinance:

"Issuance of Additional Parity Bonds or Obligations. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinance shall be applicable. In addition, no additional Parity Bonds or obligations payable out of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser.

So long as the Series 2011 A Bonds or the Prior Bonds are outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Recorder a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

- (1) The Bonds then Outstanding.
- (2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation then Outstanding.
- (3) The Parity Bonds then proposed to be issued.

The foregoing limitation may be waived or modified by the written consent of the Holders of the Series 2011 A Bonds, representing 75% of the then outstanding principle indebtedness.

Mayor Garretson then moved for approval of the Town of Grantsville Water Revenue Bonds Series 2011 A Supplemental Resolution. Kathryn Kerby made motion to approve. Erin Smith 2nd. Motion carried.

Mr Arman then proposed the approval of the first draw resolution for closing costs associated with the Bonds. Costs as follows:

(1) 20,000.00	Steptoe & Johnson	Bond Counsel
(2) 6,320.00	Loren Howley	Legal
(3) 3,000.00	Teed & Associates	Accounting
(4) 45,026.20	AE Associates	Engineering
(5) 10,000.00	MOVRC	Administration
(6) 2,676.00	S&J	Legal
(7) 868.23	Town	

87,890.82=Total

Mayor Garretson then moved for approval of the first draw resolution. Erin Smith made motion to approve. Dorothy McCauley 2nd. Motion carried.

Citizens' Open Forum

Cheryl Davis asked if Pleasant Hill and Mt. Zion water rates will raise as well. Mayor Garretson replied yes.

Robert Bradly stated that the trash truck knocked down the corner sign. Stated that because of the people parking along the street and sidewalk, it is impossible to get the trash truck through there. Wanted the town to patrol the area, to keep people from parking there illegally.

Robert Marks addressed the hole in the riverbank area, of his property. Mayor Garretson stated he would have it looked at.

Linda Staton addressed the fact that she needed a parking space in front of her residence, that did not have a meter on it. Mayor Garretson informed her he would see to it.

Geneva Nicholson reported the dog by her house will not stop barking. That it is barking late into the evening. Mayor Garretson informed her that there was a dog curfew after 10:00pm, and she could notify the Police Dept. She also reported a blue truck with red fender speeding in the neighborhood.

Unidentified citizen reported broken lights at the walking trail. Mayor Garretson informed that was a county issue.

Mayors Report:

Police Report for November 2011

- 19 calls for service
- 10 traffic stops
- 1 traffic citation
- 0 DUI
- 6 arrests
- 1 dog calls
- 3 investigations

Chief Walker reports in the process of appropriating old AR-15 rifles from DNR. Additionally he reported his department was in the process of acquiring a new cruiser.

Recorder's Report:

Council/Committee Reports:

Old Business:

- 3rd reading for Ordinance for Road Blocks in town limits, proposed by Mayor Garretson.

Only organizations that have 501-C3 status (non-profit) can have road blocks in town limits upon a permit issued by the town giving us a notice of 30 days, and each organization that has that 501-C3 status can have one year.

Loretta Stevens made motion. Dorothy McCauley 2nd. Motion carried on 3rd reading.

- 2nd reading for the Town adopting a general code, addressing penalties for ordinances, not to exceed 250.00. Dorothy McCauley made motion. Loretta Stevens 2nd. Second reading motion carried
- 2nd reading for Parking fine and meter monitoring ordinance. Parking fine to be 2.00. To begin in January. Loretta Stevens made motion. Katheryn Kerby 2nd. Motion carried on second reading.

- 2nd reading to adopt state codes for traffic laws, assigning town traffic codes the same state code. Katheryn Kerby made motion. Dorothy McCauley 2nd. Motion carried on second reading.
- 2nd reading to fill elected official posts by appointment, rescinding existing ordinance of election. Loretta Stevens made motion. Katheryn Kerby 2nd. Motion carried for second reading.

New Business:

- Update on signs for new walk way to hospital, and closure for the winter. Mayor stated Janet Heiney ordered signs and a chain. Helen Johnson will handle the follow up of insurance during winter closing.
- Mayor Garretson moved for approval of one time raise for employees. Loretta Stevens made motion. Katheryn Kerby 2nd. Motion carried.
- Mayor Garretson moved for approval of 2012 town council meeting dates. Dorothy McCauley made motion. Katheryn Kerby 2nd. Motion carried.

Payment of Bills:

Erin Smith made motion to pay bills. Dorothy McCauley 2nd. Motion carried.

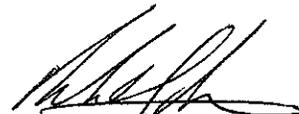
Adjournment:

Katheryn Kerby made motion to adjourn. Erin Smith 2nd. Motion carried.



Mayor Curtis Garretson

Date 12-07-2011



Recorder Robert Petrovsky

TOWN OF GRANTSVILLE

Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

EXCERPT OF MINUTES ON ADOPTION OF
SUPPLEMENTAL RESOLUTION AND DRAW RESOLUTION

The undersigned RECORDER of the Town of Grantsville of hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Council:

The Council of the Town of Grantsville met in regular session, pursuant to notice duly posted, on the 5th day of December, 2011, in Calhoun County, West Virginia, at the hour of 7:00 p.m.

PRESENT:

Curtis Garretson	Mayor
Robert Petrovsky	Recorder
Erin Barnhart	Councilperson
Katheryn Kerby	Councilperson
Dorothy McCauley	Councilperson
Andrew Smith	Councilperson
Loretta Stevens	Councilperson
Tom Aman, Steptoe & Johnson	

ABSENT:

None.

Curtis Garretson, Mayor, presided, and Robert Petrovsky, acted as Recorder. The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Mayor then presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION MAKING PROVISIONS AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE

WATER REVENUE BONDS, SERIES 2011 A OF THE TOWN OF
GRANTSVILLE, AND MAKING OTHER PROVISIONS AS TO THE
BONDS.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Katheryn Kerby and seconded by Erin Barnhart, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Mayor presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Erin Barnhart and seconded by Dorothy McCauley, it was unanimously ordered that the said Draw Resolution be adopted.

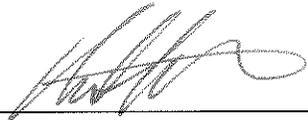
There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

[Remainder of Page Intentionally Blank]

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of the Town of Grantsville and that such actions remain in full force and effect and have not been amended, rescinded, superseded, repealed or changed.

Dated: December 27, 2011.



Recorder

RESOLUTION

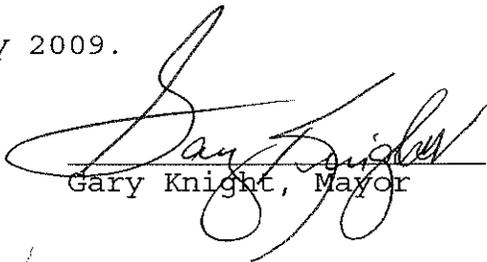
WHEREAS, the **Town of Grantsville** has received a funding commitment from **USDA-Rural Development** for the **Water System Improvements Project**; and,

WHEREAS, the **USDA-Rural Development** requires the following forms to be adopted and executed by the **Town of Grantsville**:

Form RD 1940-1 - Request for Obligation
RUS Bulletin 1780-12 - Water or Waste System Grant Agreement
RUS Bulletin 1780-27 - Loan Resolution
Certification of Compliance
Form RD 1942-46 - Letter of Intent to Meet Conditions

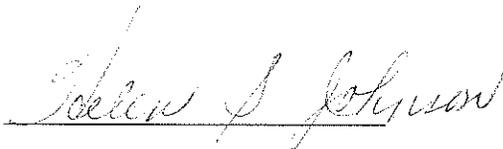
NOW THEREFORE BE IT RESOLVED that **Mayor Gary Knight** has been authorized by the **Town of Grantsville** to execute the **USDA-Rural Development** forms.

ADOPTED THIS 4th DAY OF May 2009.



Gary Knight, Mayor

ATTEST:



WV MUNICIPAL BOND COMMISSION
 1207 Quarrier Street
 Suite 401
 Charleston, WV 25301
 (304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 27-Dec-11

ISSUE: <u>Town of Grantsville</u> <u>Water Revenue Bonds, Series 2011 A (United States Department of Agriculture)</u>	
ADDRESS: <u>100 Court Street, Grantsville, West Virginia 26147</u>	COUNTY: <u>Calhoun</u>
PURPOSE OF ISSUE: New Money: <u>x</u> Refunding: _____	
REFUNDS ISSUE(S) DATED: <u>NA</u>	CLOSING DATE: <u>27-Dec-11</u>
ISSUE DATE: <u>27-Dec-11</u>	RATE: <u>3.000%</u>
ISSUE AMOUNT: <u>\$1,075,000</u>	1ST DEBT SERVICE DUE: <u>NA</u>
1ST DEBT SERVICE AMOUNT <u>NA</u>	1ST PRINCIPAL DUE <u>NA</u>
PAYING AGENT: <u>Issuer</u>	
BOND COUNSEL: Firm: <u>Stephoe & Johnson PLLC</u> Contact: <u>John Stump, Esquire</u> Phone: <u>(304) 353.8196</u>	
UNDERWRITERS COUNSEL: Firm: _____ Contact: _____ Phone: _____	
CLOSING BANK: Bank: _____ Contact: _____ Phone: _____	
ESCROW TRUSTEE: Firm: _____ Contact: _____ Phone: _____	
KNOWLEDGEABLE ISSUER CONTACT: Contact: <u>Gary Knight</u> Position: <u>Mayor</u> Phone: <u>304.354.7500</u>	
OTHER: Agency: <u>United States Department of Agriculture</u> Contact: _____ Position: <u>Rural Development Specialist</u> Phone: _____	
DEPOSITS TO MBC AT CLOSE By: _____ Wire _____ _____ Check _____	
Accrued Interest: \$ _____ Capitalized Interest: \$ _____ Reserve Account: \$ _____ Other: \$ _____	
REFUNDS & TRANSFERS BY MBC AT CLOSE By: _____ Wire _____ _____ Check _____ _____ IGT _____	
To Escrow Trustee: \$ _____ To Issuer: \$ _____ To Cons. Invest. Fund: \$ _____ To Other: _____ \$ _____	
NOTES: <u>Monthly debt service payments will be made directly to the National Finance Office. The Municipal Bond Commission will only hold the Series 2011 A Bonds Reserve Account. Payments into the Series 2011 A Bonds Reserve Account will commence 24 months following the date hereof.</u>	
FOR MUNICIPAL BOND COMMISSION USE ONLY: DOCUMENTS REQUIRED: _____ TRANSFERS REQUIRED: _____ _____	

COPY

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

THIS AGREEMENT dated December 27, 2011, between

Town of Grantsville

a public corporation organized and operating under

Chapter 8, Article 19, West Virginia Code

(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Rural Utilities Service, Department of Agriculture, herein called "Grantor," WITNESSETH:

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a (water) (waste) system to serve the area under its jurisdiction at an estimated cost of \$ 1,388,000 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 1,130,000 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 1,130,000 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 258,000 or 18.59 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

As a condition of this grant agreement, the Grantee assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b), which hereby are incorporated into this agreement by reference, and such other statutory provisions as are specifically set forth herein.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306(a) of The Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 18.59 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

A. Cause said project to be constructed within the total sums available to it, including said grant, in accordance with the project plans and specifications and any modifications thereof prepared by Grantee and approved by Grantor.

3. When the real property is no longer needed as provided in 1 and 2 above, the Grantee shall request disposition instructions from the Grantor agency or its successor Federal agency. The Grantor agency shall observe the following rules in the disposition instructions:

(a) The Grantee may be permitted to retain title after it compensates the Federal Government in an amount computed by applying the Federal percentage of participation in the cost of the original project to the fair market value of the property.

(b) The Grantee may be directed to sell the property under guidelines provided by the Grantor agency. When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practicable and result in the highest possible return.

[Revision 1, 04/17/1998]

(c) The Grantee may be directed to transfer title to the property to the Federal Government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or project to the current fair market value of the property.

This Grant Agreement covers the following described real property (use continuation sheets as necessary).

The entire water system owned and operated by the Town of Grantsville consisting of a water treatment plant, various size water mains, water storage tanks, booster pump stations, fire hydrants, and miscellaneous appurtenances in Calhoun County, West Virginia.

L. Abide by the following conditions pertaining to equipment which is furnished by the Grantor or acquired wholly or in part with grant funds. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

[Revision 1, 04/17/1998]

1. Use of equipment.

(a) The Grantee shall use the equipment in the project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other Federally sponsored activities, if any, in the following order of priority:

(1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

(b) During the time that equipment is held for use on the property for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the equipment was originally acquired. First preference for such other use shall be given to Grantor sponsored projects. Second preference will be given to other Federally sponsored projects.

(c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.

(d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.

(e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

This Grant Agreement covers the following described equipment(use continuation sheets as necessary).

None

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Mayor _____

attested and its corporate seal affixed by its duly authorized

Recorder _____

Attest: _____

By *Robert Petrovsky*
Robert Petrovsky

(Title) Recorder _____

By *Curtis Garrelson*
Curtis Garrelson

(Title) Mayor _____

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By *Virginia M. McDonald*
VIRGINIA M. McDONALD (Title) Area Specialist

12/27/11

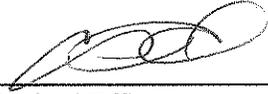
Town of Grantsville
Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

RECEIPT OF DEPOSITORY BANK

I, the undersigned duly authorized representative of Calhoun Banks, Grantsville, West Virginia (the "Bank"), hereby certify that on December 27, 2011, the Bank received an automated clearinghouse transfer in the amount of \$87,890.82 for the Series 2011 A Bonds to the credit of the Project Construction Account (Account Number 00-4372-1).

WITNESS my signature on this 27th day of December, 2011.

CALHOUN BANKS

By: 
Its: Authorized Officer

351300.00003

CH5420475

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL & WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WV 25301
Telephone (304) 558-2981

PERMIT

(Water)

PROJECT: Water Distribution Improvements

PERMIT NO.: 18,539

LOCATION: Grantsville

COUNTY: Calhoun

DATE: 4-21-2010

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

**Town of Grantsville
P. O. Box 146
Grantsville, West Virginia 26147**

is hereby granted approval to: install approximately 3,120 LF of 10", 895 LF of 8" and 1,395 LF of 6" water line; one (1) 300,000 gallon water storage tank; and all necessary valves, controls and appurtenances.

Facilities are being installed to improve the water distribution hydraulics and storage facilities in the Town of Grantsville.

NOTE: This permit is contingent upon: 1) All new water line and water storage tank being disinfected, flushed and bacteriologically tested, prior to use; and 2) Enclosing the 300,000 gallon tank with a minimum six (6) feet high fence with a locking gate.

The Environmental Engineering Division of the OEHS St. Albans District Office (304-722-0611) is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

FOR THE DIRECTOR



William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:plk

pc: AE Associates, Ltd.
James W. Ellars, P.E., PSC-Engineering Division
Amy Swann, PSC
Calhoun County Health Department
OEHS-EED St. Albans District Office



Chase Tower, Eighth Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

Writer's Contact Information

CLOSING MEMORANDUM

To: Financing Team
From: John C. Stump, Esquire
Date: December 27, 2011
Re: Town of Grantsville
Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

DISBURSEMENTS TO DISTRICT:

Payor: United States Department of Agriculture
Source: Series 2011 A Bonds Proceeds
Amount: \$87,890.82
Form: ACH
Payee: Town of Grantsville
Bank: Calhoun Bank
Routing #: 051502421
Account #: 00-4372-1
Contact: D. Stevens, 304.354.2014
Account: Series 2011 A Bonds Construction Trust Fund

351300.00003

TOWN OF GRANTSVILLE

RESOLUTION OF THE TOWN OF GRANTSVILLE APPROVING INVOICES RELATING TO ACQUISITION AND CONSTRUCTION AND OTHER SERVICES FOR THE PROPOSED WATER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Town of Grantsville has reviewed the invoices attached hereto and incorporated herein by reference relation to the construction of the water Project funded by the United States Department of Agriculture and find as follows:

- a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.
- b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.
- c) That each of such costs has been otherwise properly incurred.
- d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED by the Town of Grantsville as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Line Item	Invoices Total	USDA	Notes
Steptoe & Johnson	Bond Counsel	\$20,000.00	\$20,000.00	-
Loren Howley	Legal	7,810.00	6,320.00	80% of approved agreement. Remainder may be billed at project completion
Teed & Associates	Accounting	3,000.00	3,000.00	-
AE Associates	Engineering	50,907.32	45,026.20	Only \$45,026.20 approved by USDA per agreement approved by USDA on 7/28/2011 (page 1 Exhibit C)
MOVRC	Administration	10,563.60	10,000.00	\$10,000 approved per USDA approved agreement
S&J	Legal / Proj. Cont.	2,676.39	2,676.39	-
Town	Proj. Cont.	868.23	868.23	-
Total		\$95,825.54	87,890.82	-

ADOPTED BY the Town of Grantsville, at the meeting held on the 5th day of December, 2011.

By: *Ante Gavetti*
 Its: Mayor


**United States Department of Agriculture
Rural Development
West Virginia State Office**

December 27, 2011

Town of Grantsville
Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative of the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, the present holder of the Prior Bonds, hereinafter defined and described, hereby (a) consents to the issuance of the Water Revenue Bonds, Series 2011 A (United States Department of Agriculture), in the original aggregate principal amount not to exceed \$1,075,000 (the "Series 2011 A Bonds"), by the Town of Grantsville (the "Issuer"), under the terms of the bond ordinance authorizing the issuance of the Bonds (the "Ordinance"), on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's outstanding: (i) Water Revenue Bonds, Series 1999, dated November 10, 1999, issued in the original aggregate principal amount of \$400,000 (the "Series 1999 Bonds"); (ii) Water Revenue Bonds, Series 1991, dated February 27, 1991, issued in the original aggregate principal amount of \$80,000 (the "Series 1991 Bonds"); and (iii) Water Revenue Bonds, Series 1979, dated January 14, 1982, issued in the original aggregate principal amount of \$289,000 (the "Series 1979 Bonds"); (collectively, the "Prior Bonds"); (b) waives any requirements imposed by the Prior Bonds or the ordinance authorizing the Prior Bonds (the "Prior Ordinance"), regarding the issuance of parity bonds which are not met by the Bonds or the Ordinance; and (c) consents to any amendments made to the Prior Ordinances by the Ordinance.

WITNESSETH my signature on this 27th day of December, 2011.



Acting State Director

1550 Earl Core Road, Suite 101, Morgantown, WV 26505
304.284.4860 • 1.800.295.8228 • 304.284-4893 • TTY/TDD 304.284.4836 • Web: <http://www.rurdev.usda.gov>

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TOWN OF GRANTSVILLE

Water Revenue Bond, Series 1999

BOND ORDINANCE

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TOWN OF GRANTSVILLE

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS FACILITIES OF THE TOWN OF GRANTSVILLE, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$400,000 IN AGGREGATE PRINCIPAL AMOUNT OF A WATER REVENUE BOND, SERIES 1999; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BOND; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BOND; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT

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

ARTICLE I

STATUTORY AUTHORITY, FINDINGS
AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance is adopted and enacted pursuant to the provisions of Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law. The Town of Grantsville (the "Issuer") is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia in Calhoun County of said State.

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

A. The Issuer currently owns and operates a public waterworks system and desires to acquire, construct and operate certain additional public waterworks facilities consisting of additions, betterments and improvements to such existing waterworks facilities, with all appurtenant facilities.

B. 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 additions, betterments and

improvements to the existing waterworks system of the Issuer, consisting of the construction of a new packaged water treatment facility to treat, pump and store potable water from a surface water source at a rate of 700 gallons per minute. The project will include the installation of 10" and 8" distribution piping to connect to the existing municipal distribution system, and all necessary appurtenant facilities (the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Recorder of the Issuer. The existing waterworks facilities of the Issuer, together with the Project and any further additions, betterments and improvements, are herein called the "System". The acquisition and construction 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. 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 costs of operation and maintenance of the System, the principal of and interest on the Bond and the Prior Bonds (as hereinafter defined) and all debt service, reserve fund and other payments provided for herein.

D. The estimated maximum cost of the acquisition and construction of the Project is \$2,900,000, of which \$400,000 will be obtained from the proceeds of sale of the Bond herein authorized, \$500,000 will be obtained from an initial grant and \$150,000 will be obtained from a subsequent grant, each by the Purchaser (as hereinafter defined), \$600,000 will be obtained from a grant by the Appalachian Regional Commission and \$1,250,000 will be obtained from the proceeds of a Small Cities Block Grant.

E. It is necessary for the Issuer to issue its water revenue bond in the principal amount of \$400,000 (the "Bond"), to finance a portion of the cost of acquisition and construction of the Project. The cost of such acquisition and construction shall be deemed to include, without being limited to, the acquisition and construction of the Project; the acquisition of any necessary property, real or personal, or interest therein; interest on the Bond prior to, during and for 6 months after estimated 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 acquisition and construction of the Project and financing authorized hereby; provided that, reimbursement to the Issuer for any amounts expended by it for allowable Costs prior to the issuance of the Bond or for the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project.

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

G. There are outstanding obligations of the Issuer which will rank on a parity with the Bond as to liens, pledge and source of and security for payment, being the Water Revenue Bond, Series 1979, of the Issuer, dated January 14, 1982, issued in the original aggregate principal amount of \$289,000 (the "1979 Bond"), and the Water Revenue Bond, Series 1991, of the Issuer, dated February 27, 1991, issued in the original aggregate principal amount of \$80,000, (the "1991 Bond"). The 1979 Bond and the 1991 Bond are hereinafter collectively referred to as the "Prior Bonds." The Prior Bonds are currently held by the Purchaser. Other than the Prior Bonds, there are no other bonds or obligations of the Issuer outstanding which are secured by or payable from any revenues and/or assets of the System.

The Issuer is not in default under the terms of the Prior Bonds, the ordinances and resolutions authorizing the Prior Bonds or any document in connection therewith, and has complied with all requirements of all the foregoing with respect to the issuance of the Bond.

H. It is in the best interest of the Issuer that the Bond be sold to the Purchaser, pursuant to the terms and provisions of a Letter of Conditions dated February 24, 1995, and all amendments thereto, if any (collectively, the "Letter of Conditions").

I. The Issuer has complied with all requirements of law relating to authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Bond, or will have so complied prior to issuance of the Bond, including, among other things and without limitation, obtaining a certificate of convenience and necessity for the Project from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired.

Section 1.03. Ordinance Constitutes Contract. In consideration of the acceptance of the Bond by those who shall be the Registered Owner of the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner, 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 Chapter 8, Article 19 of the West Virginia Code of 1931, as amended.

"Bond" means the Water Revenue Bond, Series 1999, authorized hereby to be issued pursuant to this Bond Legislation.

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

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

"Bonds" means, collectively, the Bond and the Prior Bonds.

"1979 Bond" means the Water Revenue Bond, Series 1979, of the Issuer, described in Section 1.02G hereof.

"1991 Bond" means the Water Revenue Bond, Series 1991, of the Issuer, described in Section 1.02G hereof.

"Recorder" means the Recorder of the Issuer.

"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 AE Associates, Ltd., Charleston, 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.

"Depository Bank" means Calhoun County Bank, Grantsville, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

"Facilities" or "waterworks facilities" means all the tangible properties of the System and also any tangible properties which may hereafter be added to the System by additions, 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" or "Council" means the Council of the Issuer.

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

"Herein" or "herein" means in this Bond Legislation.

"Issuer" or "Borrower" means the Town of Grantsville, a municipal corporation and political subdivision of the State of West Virginia, in Calhoun County, West Virginia, and includes the Governing Body.

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated February 24, 1995, and all amendments thereto, if any.

"Mayor" means the Mayor of the Issuer.

"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 principles.

"Ordinances" means, collectively, the Prior Ordinances and the Bond Legislation.

"1979 Ordinance" means the ordinance of the Issuer enacted March 10, 1980, pursuant to which the 1979 Bond was issued.

"1991 Ordinance" means the ordinance of the Issuer enacted February 25, 1991, pursuant to which the 1991 Bond was issued.

"Prior Bonds" means, collectively, the 1979 Bond and the 1991 Bond.

"Prior Ordinances" means, collectively, the 1979 Ordinance and the 1991 Ordinance.

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

"Purchaser" or "Government" means United States Department of Agriculture, Rural Utilities Service, and any successor thereof, acting for and on behalf of the United States of America.

"Qualified Investments" means and includes any of the following, to the extent such investments are permitted by law:

(a) Government Obligations;

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

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

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

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

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

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

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

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

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

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

"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 practices.

"State" means the State of West Virginia.

"System" means the waterworks system of the Issuer as enlarged, expanded and improved by the Project and includes the complete waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system, and shall also include any and all additions, betterments, improvements and extensions, properties or other facilities at any time acquired or constructed for the waterworks system of the Issuer.

"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; words importing persons shall include firms and corporations; and words importing the masculine feminine or neuter gender shall include any other gender.

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 and ordered the acquisition and construction of the Project, at an estimated cost of \$2,900,000, 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 Bond hereby authorized shall be applied as provided in Article IV hereof.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BOND

Section 3.01. Authorization of Bond. Subject and pursuant to the provisions of this Bond Legislation, the Bond of the Issuer, to be known as "Water Revenue Bond, Series 1999," is hereby authorized to be issued in the aggregate principal amount of not exceeding \$400,000 for the purpose of permanently financing a portion of the cost of the acquisition and construction of the Project.

Section 3.02. Description of Bond. The Bond shall be issued in single form, numbered R-1, only as a fully registered Bond, and shall be dated the date of delivery thereof. The Bond shall bear interest from date of delivery, payable monthly at the rate of 3.250% per annum, and shall be sold for the par value thereof.

The Bond 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 form hereinafter set forth.

Section 3.03. Negotiability, Registration, Transfer and Exchange of Bond. The Bond shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Bond, and the right to the principal of and stated interest on the Bond, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Bond Registrar.

Whenever the Bond 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 Bond 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 Bond Registrar with respect to such transfer.

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

Section 3.04. Bond Registrar. The Bond Registrar will keep or cause to be kept at its office by its agent, sufficient books for the registration and transfer of the Bond, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable

regulations as it may prescribe, register the Bond initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Bond as hereinbefore provided.

The Bond Registrar shall accept the Bond for registration of transfer only if ownership thereof is to be registered in the name of the Purchaser, 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 the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date 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. The Bond shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Bond shall be registered in the name of the United States of America, the address of the United States of America for registration purposes shall be Federal Building, Room 320, 75 High Street, Morgantown, West Virginia 26505-7500, or such other address as shall be stated in writing to the Issuer by the United States of America.

Section 3.05. Execution of Bond. The Bond shall be executed in the name of the Issuer by the Mayor and the seal of the Issuer shall be affixed thereto and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Bond shall cease to be such officer of the Issuer before the Bond so signed and sealed has been actually sold and delivered, such Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bond 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 Bond 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 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Bond 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 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. Bond Secured by Pledge of Gross Revenues. The payment of the debt service of the Bond shall be secured forthwith by a lien on the Gross Revenues derived from the System, on a parity with the lien on the Gross Revenues in favor of the

holder of the Prior Bonds, in addition to the statutory mortgage lien on the System hereinafter provided for as to the Bond. The Gross Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Bond, and to make the payments hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Bond as the same becomes 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 by any ordinance enacted or resolution adopted after the date of enactment hereof and prior to the issuance thereof:

(FORM OF BOND)

TOWN OF GRANTSVILLE

WATER REVENUE BOND, SERIES 1999

\$400,000

No. R-1

Date: November 10, 1999

FOR VALUE RECEIVED, the Town of Grantsville (herein called "Borrower") 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 FOUR HUNDRED THOUSAND DOLLARS (\$400,000), plus interest on the unpaid principal balance at the rate of 3.250% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$1,532.00, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

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 principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government 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 Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower 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 Borrower 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 Borrower, 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 Borrower 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 Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower 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 acquisition and construction of additions, betterments and improvements to the waterworks system (the "System") of Borrower, is payable solely from the gross revenues to be derived from the operation of the System. This Bond does not in any manner constitute an indebtedness of Borrower within the meaning of any constitutional or statutory provision or limitation, nor shall the Borrower be obligated to pay the same or the interest thereon except from the special fund so provided.

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 Borrower, 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 Ordinance, 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, Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (herein called the "Act"), and an Ordinance of Borrower duly adopted and enacted on November 1, 1999, authorizing issuance of this Bond (the "Ordinance").

If at any time it shall appear to the Government that Borrower 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, Borrower 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 Borrower 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 the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY WITH THE BORROWER'S WATER REVENUE BOND, SERIES 1979, DATED JANUARY 14, 1982, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$289,000, AND THE BORROWER'S WATER REVENUE BOND, SERIES 1991, DATED FEBRUARY 27, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$80,000, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS.

IN WITNESS WHEREOF, the Town of Grantsville 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 GRANTSVILLE

[CORPORATE SEAL]

(Signature of Executive Official)

Mayor
(Title of Executive Official)

P.O. Box 146
(P.O. Box No. or Street Address)

Grantsville, West Virginia 26147
(City, State and Zip Code)

ATTEST:

(Signature of Attesting Official)

Recorder
(Title of Attesting Official)

(Form of)

RECORD OF ADVANCES

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

TOTAL \$ _____

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to _____ 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 Borrower with full power of substitution in the premises.

Dated: _____, _____.

In presence of:

ARTICLE IV

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

Section 4.01. Establishment of Funds and Accounts with Depository Bank.

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

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

Section 4.02. Bond Proceeds; Project Construction Account. The proceeds of sale of the Bond shall be deposited on receipt by the Issuer in 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 the Depository 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.

Moneys in the Project Construction Account shall be used solely to pay the cost of acquisition and construction of the Project upon vouchers and other documentation approved by the Purchaser.

Until completion of acquisition and 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 Bond if there are not sufficient Gross Revenues to make such monthly payment.

Pending application as provided in this Section 4.03, 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 4.03. Covenants of the Issuer as to Revenues and Funds. So long as the Bond shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Fund, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Bond remaining unpaid, together with interest accrued to the date of such payment, the Issuer further covenants with the Holder of the Bond 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 the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Ordinances and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in the Ordinances.

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, subject to the provisions of the Prior Ordinances not otherwise modified herein:

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

(2) The Issuer shall next, each month, on or before the due date of payment of each installment on the Bonds, simultaneously transfer from the Revenue Fund and remit to the National Finance Office designated in the Bonds, or such other place as may be provided pursuant to the Bonds, the amounts required to pay the interest on the Bonds and to amortize the principal of the Bonds over the respective life of each Bond issue. All payments with respect to principal of and interest on the Bonds shall be made on an equal pro rata basis in accordance with the respective aggregate principal amounts thereof outstanding and on a parity with each other.

(3) The Issuer shall next, each month, on each date that payment is made as set forth in (2) above, simultaneously transfer from the Revenue Fund and remit to the Depository Bank for deposit into the Reserve Fund, 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 in any year, until the amount in the Reserve Fund equals such maximum amount (the "Minimum Reserve"). After the Minimum Reserve has been accumulated in the Reserve Fund, the Issuer shall monthly deposit

into the Reserve Fund such part of the moneys remaining in the Revenue Fund, after such provision for payment of monthly installments on the Bond and for payment of Operating Expenses of the System, as shall be required to maintain the Minimum Reserve in the Reserve Fund. Moneys in the Reserve Fund shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Bonds to said National Finance Office (or other place provided) 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.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and deposit in the Depreciation Reserve all remaining moneys in the Revenue Fund until there has been accumulated therein the sum of \$40,000, and thereafter such sums as shall be required to maintain such amount therein.

Moneys in the Depreciation Reserve shall be used by the Issuer 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 Reserve Fund any sum or sums transferred therefrom. Thereafter, and provided that payments into the Reserve Fund are current and in accordance with the foregoing provisions, moneys in the Depreciation Reserve 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, pro rata, or for any lawful purpose.

Whenever the moneys in the Reserve Fund shall be sufficient to prepay the Bond in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Bond, at the earliest practical date and in accordance with applicable provisions hereof.

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

All funds provided for in this Article (excluding the Project Construction Account) 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 Bond and the interest thereon, but 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.

Subject to the Prior Ordinances, the Depository Bank, at the direction of the Issuer, shall keep the moneys in the Reserve Fund and the Depreciation Reserve 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 Legislation shall, unless otherwise provided herein or in the Prior Ordinances, or unless otherwise 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. Earnings on moneys in the Reserve Fund, so long as the Minimum Reserve is on deposit and maintained therein, shall be paid annually into the Revenue Fund by the Depository Bank.

C. CHANGE OF DEPOSITORY BANK AND FISCAL AGENT. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank and Fiscal Agent should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as 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 at least 390 bona fide users upon the System on completion of the Project, in full compliance with the requirements and conditions of the Purchaser.

E. CHARGES AND FEES. The Issuer shall remit from the Revenue Fund to the Depository Bank such additional sums as shall be necessary to pay the charges and fees of the Depository Bank then due.

F. INVESTMENT OF EXCESS BALANCES. The moneys in excess of the sum 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 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.

Section 4.04. Interim Construction Financing. In order to pay certain costs of the Project pending receipt of proceeds of the grants and advances of principal of the Bond, the Issuer may issue and sell its interim construction notes in an aggregate principal amount not to exceed \$500,000 (the "Notes"). The Notes shall be in the form of a line of credit from a commercial bank or other lender, and the Issuer is hereby authorized to enter into a credit agreement or similar agreement with a bank or other lender acceptable to the Purchaser. The Notes shall bear interest from the date or dates, at such rate or rates, payable on such dates and shall mature on such date or dates and be subject to such prepayment or redemption, all as provided in the credit agreement.

The Notes shall be special obligations of the Issuer payable as to principal and interest solely from proceeds of the Bond or the grants. 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 of the Issuer, if any, 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 herein.

ARTICLE V

GENERAL COVENANTS

Section 5.01. General Statement. So long as the Bond shall be outstanding and unpaid, or until there shall have been set apart in the 1999 Reserve Fund a sum sufficient to prepay the entire principal of the Bond 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 5.02. 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 110% of the maximum annual debt service on the Bonds and sufficient to make the payments required herein into the Reserve Fund 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 5.03. Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Bond is outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. No additional parity bonds or obligations payable out of Revenues of the System shall be issued after the issuance of the Bond pursuant hereto, except with the prior written consent of the Purchaser.

Section 5.05. Insurance and Bonds. 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 Bond remains outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE 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 \$1,500,000 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 Bond.

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 \$1,500,000 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 ISSUER ELIGIBLE THEREFOR AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 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 said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' Compensation coverage will be maintained as provided by law.

E. FLOOD INSURANCE to be procured, to the extent available at reasonable cost to the Issuer; provided, however, if the Issuer is located in a community which has been notified as having special flood or mudslide prone areas, flood insurance must be obtained.

F. FIDELITY BONDS will be provided as to every member of the Governing Body and as to every officer and employee of the Issuer having custody of the Revenue Fund or of any Revenues or other funds of the Issuer in an amount at least equal to the total funds in the custody of any

such person at any one time, and initially in the amount of \$10,000 upon the treasurer, provided, however, that no bond shall be required insofar as custody of the Project Construction Account is concerned so long as checks thereon require the signature of a representative of the Purchaser.

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 Bond is 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 5.06. Statutory Mortgage Lien. For the further protection of the Holder of the Bond, 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 the delivery of the Bond, provided that, such statutory mortgage lien shall be on a parity with the statutory mortgage lien of the 1979 Bond and the 1991 Bond.

Section 5.07. 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 upon the Bond at the date specified for payment thereof;

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 Bond or herein, or violation of or failure to observe any provision of any pertinent law.

Section 5.08. 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.

Upon application by the Purchaser as provided in the Act, 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 and as provided in the Act.

Section 5.09. Fiscal Year; Budget. While the Bond is 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 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the 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 the Annual Budget before the 1st day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the 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 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 5.10. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and 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 enactment hereof, subject to permitted changes.

Section 5.11. Books and Records; Audits. The Issuer will keep books, accounts and records of the System, in accordance with the Act, 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, including, without limitation, the amount of Revenues received from 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, which report of such audit shall be open to the public for inspection at all reasonable times, and the Issuer shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, records and accounts.

Section 5.12. Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and repair and maintain the System as a revenue-producing utility as herein provided so long as the Bond is outstanding.

Section 5.13. 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.

ARTICLE VI

RATES, ETC.

Section 6.01. Initial Schedule of Rates and Charges; Rules. A. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the rate ordinance of the Issuer enacted on September 23, 1997, which rate ordinance is incorporated herein by reference as a part hereof.

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

C. All delinquent fees, rates and charges for services or facilities of the System shall be a lien on the premises served if not paid when due. The Issuer shall have all remedies and powers provided under the Act and other applicable provisions of law with regard to the collection and enforcement of such fees, rates and charges, including, without limitation, any right and power of foreclosure under the Act and/or such other applicable provisions of law.

D. 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, board 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.

E. 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.

F. 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. The Issuer shall additionally have such powers as provided under the Act with respect to collection of rates and charges for the System.

G. The Issuer shall not be liable to any customer for any damage resulting from bursting or breakage of any pipe, line, main, valve, equipment or part or from discontinuance of the operation of any part of the System or from failure of any part thereof for any cause whatever.

H. In case of emergency, the Issuer shall have the right to restrict the use of any part of the System in any reasonable manner for the protection of the System and the inhabitants of the Issuer.

I. The fees, rates and charges above provided will be increased whenever such increase is necessary in order to comply fully with all provisions hereof, and the Issuer shall always be obligated to and shall fix, establish and collect fees, rates and charges for the services and facilities of the System which shall at all times be sufficient to provide revenues to meet its payments and obligations provided hereunder and under the Prior Ordinances, but in any event, not less than 110% of the annual debt service on the Bonds outstanding.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Payment of Bond. If the Issuer shall pay or there shall otherwise be paid to the Holder of the Bond, 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 Bond, the pledge of 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 Bond, shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 7.02. Modification or Amendment. Prior to issuance of the Bond, this Ordinance may be amended or supplemented in any way by ordinance or resolution. Following issuance of the Bond, no modification or amendment of this Ordinance, or any ordinance or resolution amendatory hereof or supplemental hereto, shall be made without the prior written consent of the Purchaser.

Section 7.03. Delivery of Bond. The Mayor is hereby authorized and directed to cause the Bond, 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 7.04. Severability of Invalid Provisions. 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 severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Bond.

Section 7.05. Prior Ordinances; Conflicting Provisions Repealed. The Prior Ordinances and all parts thereof not changed hereby changed shall continue in full force and effect and this Bond Legislation shall be supplemental to the Prior Ordinances.

All ordinances, resolutions 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 Resolution (Form FmHA 442-47) and the Prior Ordinances.

Section 7.06. 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 7.07. 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 and enactment of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, 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 7.08. Effective Time. This Bond Legislation shall take effect following public hearing hereon in accordance with the Act.

Section 7.09. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance, determined by the Council to contain sufficient information as to give notice of the contents hereof, shall be published once a week for 2 successive weeks within a period of 14 consecutive days, with at least 6 full days intervening between each publication, in the Calhoun Chronicle a qualified newspaper published and of general circulation in the Town of Grantsville, together with a notice stating that this Ordinance has been adopted, that the Issuer contemplates the issuance of the Bond, that any person interested may appear before the Council upon a date certain, not less than 10 days subsequent to the date of the first publication of the said abstract and notice and not prior to the last date of such publication, and present protests, and that a certified copy of the Ordinance is on file with the Council for review by interested persons during the office hours of the Council. At such hearing, all protests and suggestions shall be heard and the Council shall take such action as it shall deem proper in the premises.

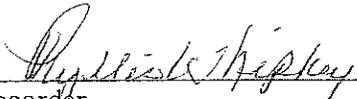
Passed on First Reading: October 4, 1999
Passed on Second Reading: October 11, 1999
Passed on Final Reading
Following Public Hearing: November 1, 1999


Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the Town of Grantsville on the 1st day of November, 1999, which Ordinance has not been repealed, rescinded, modified, amended or revoked, as witness my hand and the seal of the Town of Grantsville on this 10th day of November, 1999.

[SEAL]



Recorder

11/01/99
351300/96001

SPECIMEN

TOWN OF GRANTSVILLE

WATER REVENUE BOND, SERIES 1999

\$400,000

No. R-1

Date: November 10, 1999

FOR VALUE RECEIVED, the Town of Grantsville (herein called "Borrower") 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 FOUR HUNDRED THOUSAND DOLLARS (\$400,000), plus interest on the unpaid principal balance at the rate of 3.250% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$1,532.00, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the Record of Advances attached hereto as a part hereof.

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 principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government 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 Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower 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 Borrower 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 Borrower, 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 Borrower 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 Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower 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 acquisition and construction of additions, betterments and improvements to the waterworks system (the "System") of Borrower, is payable solely from the gross revenues to be derived from the operation of the System. This Bond does not in any manner constitute an indebtedness of Borrower within the meaning of any constitutional or statutory provision or limitation, nor shall the Borrower be obligated to pay the same or the interest thereon except from the special fund so provided.

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 Borrower, 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 Ordinance, 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, Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (herein called the "Act"), and an Ordinance of Borrower duly adopted and enacted on November 1, 1999, authorizing issuance of this Bond (the "Ordinance").

If at any time it shall appear to the Government that Borrower 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, Borrower 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 Borrower 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 the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY WITH THE BORROWER'S WATER REVENUE BOND, SERIES 1979, DATED JANUARY 14, 1982, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$289,000, AND THE BORROWER'S WATER REVENUE BOND, SERIES 1991, DATED FEBRUARY 27, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$80,000, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL OTHER RESPECTS.

IN WITNESS WHEREOF, the Town of Grantsville 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 GRANTSVILLE

[CORPORATE SEAL]

Mayor
P.O. Box 146
Grantsville, West Virginia 26147

ATTEST:

Recorder

SPECIMEN

SPECIMEN

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) \$155,000	11/10/99	(19) \$	
(2) \$		(20) \$	
(3) \$		(21) \$	
(4) \$		(22) \$	
(5) \$		(23) \$	
(6) \$		(24) \$	
(7) \$		(25) \$	
(8) \$		(26) \$	
(9) \$		(27) \$	
(10) \$		(28) \$	
(11) \$		(29) \$	
(12) \$		(30) \$	
(13) \$		(31) \$	
(14) \$		(32) \$	
(15) \$		(33) \$	
(16) \$		(34) \$	
(17) \$		(35) \$	
(18) \$		(36) \$	

TOTAL \$ _____

(FORM OF)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

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 Borrower with full power of substitution in the
premises.

Dated: _____, _____.

In presence of:

11/05/99
351300/96001

091

PAGE 166

TOWN OF GRANTSVILLE

\$80,000 TAXABLE WATER REVENUE BOND
SERIES 1991

TOWN OF GRANTSVILLE

\$80,000 TAXABLE WATER REVENUE BOND, SERIES 1991

BOND ORDINANCE

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TOWN OF GRANTSVILLE, WEST VIRGINIA

ORDINANCE AUTHORIZING THE ISSUANCE OF \$80,000 WATER REVENUE BONDS, SERIES 1991, OF THE TOWN OF GRANTSVILLE TO FINANCE THE COSTS OF CONSTRUCTION OF BETTERMENTS AND IMPROVEMENTS TO ITS WATERWORKS OF THE TOWN BY CONSTRUCTION OF IMPROVEMENTS TO THE WATER SYSTEM AND OTHER MATTERS; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES AND SECURITIES OF THE HOLDERS OF THE BONDS AND FOR A STATUTORY MORTGAGE LIEN UPON THE WATERWORKS AND REVENUES; PROVIDING COVENANTS AND CONDITIONS AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of Chapter 8 Article 19 of the West Virginia Code and other applicable provisions of law.

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

(A) The Town of Grantsville (herein called the "Town"), in the County of Calhoun, State of West Virginia, now owns a public waterworks, but the waterworks are inadequate in that there has been an undependable source of water supply and the inhabitants of the Town and adjacent areas and customers of the waterworks urgently need additional water and improvements to the facilities as herein provided.

(B) The Town had previously had a study done by Kelley, Gidley, Blair & Wolfe, Inc., Consulting Engineers, of Charleston, West Virginia (herein called the "Consulting Engineer"), which also reported the need to upgrade the water system.

(C) It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the said inhabitants and customers, and, accordingly, it is hereby ordered, that there be constructed additions, betterments and improvements to the waterworks of the Town including construction of new water storage tank, treatment plant improvements and other additions and betterments which are also described in the Engineering Report of the Consulting Engineer (hereinafter collectively called the "Project"), and heretofore filed in the office of the Recorder.

(D) It is necessary for the Town to issue its revenue bonds in the principal amounts of \$80,000 to finance part of the cost of construction of the Project in the manner hereinafter provided.

(E) The estimated maximum cost of the construction of the Project is \$399,200, of which it is estimated that \$80,000 will be obtained from the proceeds of sale of the Bonds herein authorized and other funds from a grant by Appalachian Regional Commission.

(F) The cost of such construction shall be deemed to include, without being limited to, the construction and acquisition of the Project; the acquisition of any necessary property, real or personal, or interest therein; costs of interim construction financing; interest on the 1991 Bonds during and after the estimated completion of such construction to the extent that revenues of the System are not sufficient therefore; 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 and acquisition of the Project and the financing authorized hereby.

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

(H) There are the following water bonds outstanding: (a) the Waterworks System Revenue Refunding and Improvement Bonds of the Town, dated as of the 10th day of March, 1980 in the aggregate principal amount of \$289,000 (herein called the "1979 Bonds"). The 1991 Bonds hereby authorized will be on a parity with the 1979 Bonds as to lien and source of and security for payment.

Section 1.03. Ordinance to Constitute Contract. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the Town and such Bondholders, and the covenants and agreements herein set forth to be performed by the Town shall be for the equal benefit, protection and security of the legal holders of any and all such Bonds, all which shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as provided therein and herein.

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

"Act" means Chapter 8, Article 19 of the West Virginia Code and any amendments thereto.

"Bond", "Bonds" or "1991 Bonds" means the \$80,000 Water Revenue Bonds, Series 1991, originally authorized to be issued

pursuant to this Ordinance and also includes any additional Bonds hereafter issued on a parity with the 1991 Bonds within the terms, restrictions and conditions contained in this Ordinance.

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

"Town" means the Town of Grantsville, in Calhoun County, West Virginia, and, where appropriate, also means the Common Council thereof and any department, board, agency or instrumentality thereof in control of the management and operation of the System.

"Facilities" means all the facilities of the System as expanded by the Project and also any facilities which may hereafter be added to the System by any additions, betterments, extensions and improvements thereto and properties, furniture, fixtures or equipment therefor, hereafter at any time constructed or acquired.

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

"FmHA" or "Government" means United States Department of Agriculture, Farmers Home Administration, and any successor thereof.

"Herein" means in this Ordinance.

"Holder of the Bonds" or "Bondholder" or any similar term means any person who shall be the bearer or owner of any outstanding Bond or Bonds registered to bearer or not registered, or the registered owner of any outstanding Bond or Bonds which shall at the time be registered other than to the bearer, or of any coupons representing interest accrued or to accrue on said Bonds.

"Mayor" means the Mayor of the Town.

"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 Town relating and chargeable solely to the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting practices.

"1979 Bond or Bonds" means the bond issued pursuant to the 1979 Ordinance.

"1979 Ordinance" means the Ordinance enacted by the Town on March 10, 1980, authorizing issuance of the 1979 Bonds, hereinabove defined, in the original aggregate principal amount of \$289,000.

"Original Purchaser" means the purchaser, directly from the Town, of any series of Bonds issued pursuant hereto, or any part of any such series.

"Project" shall have the meaning stated above in Section 1.02(C).

"Recorder" means the Recorder of the Town.

"Registrar" means the Issuer.

"Reserve Requirement" means the maximum annual aggregate amount of interest and principal which will fall due on the Bonds outstanding.

"Revenues" or "gross revenues" means all rates, rents, fees, charges or other income received by the Town, or accrued to the Town, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"system" or "Waterworks System" means the 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 owned by the Town, including all water facilities now owned by the Town and as expanded and improved by the Project, and all facilities and other property of every nature, real or personal, now or hereafter owned by the Town and held or used in connection with the waterworks; and shall also include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the System after completion of the Project and owned by the Town.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION,
REGISTRATION AND ISSUE OF BONDS

Section 2.01. Authorization of 1991 Bond. Subject and pursuant to the provisions hereof, Bonds of the Town, to be known as "Water Revenue Bonds, Series 1991" are hereby authorized to be issued in the aggregate principal amount of not exceeding Eighty Thousand Dollars (\$80,000) for the purpose of financing the cost of the construction and acquisition of the Project.

Section 2.02. Description of 1991 Bond.

The Series 1991 Bond shall be issued in taxable registered negotiable form, No. R-1, without coupons, and shall be dated on the date of delivery thereof. The Bond shall bear interest from date at the rate not to exceed 6.375% per annum or such lower rate as is available from FmHA. The minimum price for the Bond shall be the par value thereof.

Prepayment of principal of the Bond may be made at any time without penalty.

The Bond shall be payable in amounts at a final interest rate and at the place or places as provided in the form therefor hereinafter and any supplemental resolution set forth.

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

Section 2.03. Execution of Bond. The Bond shall be executed in the name of the Town by the Mayor, who may also execute any other documents necessary to complete the bond closing; and the corporation seal of the Town shall be affixed thereto and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds shall hold the proper office in the Town, although at the date of such Bond such person may not have held such office or may not have been so authorized.

Section 2.04. 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 2.05 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Bonds for

cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Registrar.

Whenever the Bonds shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond in authorized denominations, for a like aggregate principal amount. The Registrar shall require the payment by the Bondholder 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 the Bonds.

Section 2.05. Registrar. The Issuer will keep or cause to be kept 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, 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 the social security numbers of the settlor and beneficiaries of each trust, and the federal employer identification number and date of each trust and the name of the trustee of each trust.

Section 2.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Town may, in its discretion, issue and deliver a new Bond attached of like tenor as the Bond, if any, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, if any, or in lieu of and substitution for the Bond, if any, destroyed, stolen or lost, and upon the holder's furnishing the Town proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Town may require. All Bonds so surrendered shall be canceled and held for the account of the Town. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Town may pay the same, upon being indemnified as aforesaid, and, if such Bond be destroyed, stolen or lost, without surrender thereof.

Any such duplicate Bond issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the Town, whether or not the destroyed, stolen or lost Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits with all other Bonds issued hereunder.

Section 2.07. Bonds Secured by Pledge of and Lien on Revenues. The payment of the debt service of the Bonds shall be secured by a lien on the revenues derived from the System in addition to the statutory mortgage lien on the System hereinafter provided for. The revenues derived from the System in an amount sufficient to pay the principal of and interest on the Bonds, and to make the payments into the Sinking Fund and otherwise as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due as herein provided.

Section 2.08. Parity with 1979 Bond. The lien on the revenues of the System and the pledge of such revenues provided and stated in Section 2.07 above and the statutory lien on the system hereinafter provided for in favor of the Bonds shall be on a parity with the lien thereon and pledge thereof in favor of the 1979 Bond.

Section 2.09. Form of 1991 Bonds. Subject to the provisions hereof, the text of the 1991 Bonds and the details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted by this Ordinance or any subsequent ordinance or resolution enacted or adopted prior to the issuance thereof:

(Form of Bond)

THE TOWN OF GRANTSVILLE, WEST VIRGINIA

WATER REVENUE BOND
SERIES 1991

\$80,000

No. R-1

Date: _____, 1991

FOR VALUE RECEIVED, THE TOWN OF GRANTSVILLE, in the County of Calhoun, State of West Virginia, a municipal corporation (herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government") 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 Eighty Thousand Dollars (\$80,000), plus interest on the unpaid principal balance at the rate of _____ percent (%) 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 (24) months after the date hereof and \$ _____ covering principal and interest on said corresponding day of each month thereafter, 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.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

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 principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of 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 Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower 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 Borrower may, at the option of the Government, be remitted by the Government and remitted to the holder promptly or, except for final payment, be retained to 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 Borrower, 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 the Borrower, 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 Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower 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 purposes of providing funds for financing costs of construction and acquisition of additions for the waterworks system of the Borrower, is payable solely from the revenues to be derived from the operation of such waterworks system after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the waterworks system and the payments for the 1979 Bonds as described in the ordinance authorizing this Bond. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision of 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 said office of the Registrar, as defined in the Ordinance, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds, or 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 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"), and with an Ordinance of the Town duly enacted.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmer and Rural Development Act. This Bond shall be subject to the present regulations of the Farmers Home Administration and to its future regulations not consistent with the express provisions hereof.

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

THIS BOND IS ON A PARITY WITH THE SERIES 1979 WATER REVENUE BONDS OF THE TOWN AS TO THE STATUTORY LIEN AND SOURCE OF ANY SECURITY FOR PAYMENT.

[CORPORATE SEAL]

THE TOWN OF GRANTSVILLE,
WEST VIRGINIA
(Name of Borrower)

(Signature of Executive
Official)

MAYOR
(Title of Executive Official)

ATTEST:

Signature of Attesting Official)

RECORDER
(Title of Attesting Official)

TOWN HALL
(P.O. Box No./Street Address)

Grantsville, West Virginia 26147
(City, State and Zip Code)

RECORD OF ADVANCES

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

ASSIGNMENT

Pay to the Order of _____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By _____

(Title)

(No writing on this Bond except by the Registrar)

Date of Registration	In Whose Name Registered	Signature of Registrar
_____	_____	_____
_____	_____	_____
_____	_____	_____

ARTICLE III

1991 BOND PROCEEDS; REVENUES
AND APPLICATION THEREOF

Section 3.01. 1991 Bond Proceeds; Project Construction Account. All moneys received from the sale of any or all the 1991 Bonds shall be deposited on receipt by the Town in the Calhoun County Bank, Grantsville, West Virginia, a member of Federal Deposit Insurance Corporation (FDIC), in special accounts hereby now established and designated as "Town of Grantsville 1991 \$80,000 Waterworks Construction Account" (herein called the "Project Construction Account.") The moneys in the Project Construction Accounts 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 Town solely for the purposes provided herein.

Moneys received upon delivery of the 1991 Bond representing accrued interest, if any, will be immediately transferred to and deposited in the 1991 Sinking Fund \$80,000 Bond.

After issuance of the 1991 Bond, and until completion of construction of the Project, the Town will transfer from the Project Construction Accounts and deposit in the 1991 Sinking Funds, not later than thirty days prior to the next interest payment date, such sums as shall be from time to time required to pay the interest becoming due on the 1991 Bond on such interest payment date.

If the Town 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 90 days, the Town may invest such excess funds in direct obligations of, or obligations the principal of and interest on which are guaranteed by the United States of America, which shall mature not later than eighteen months after the date of such investment. All such investments and the income therefrom shall be carried to the credit of the Project Construction Account.

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 either of the Project Construction Accounts shall be promptly transmitted to the Municipal Bond Commission (the "Bond Commission") with directions that such funds be used immediately to redeem or prepay 1991 Bond from which construction account the funds derived.

Section 3.02. Covenants as to Revenues and Funds. So long as the Bond shall be outstanding and unpaid, or until there shall have been set apart in the 1991 Sinking Funds and the 1991

Reserve Accounts therein, hereinafter established, a sum sufficient to pay, when due or at the earliest practical redemption date, the entire principal of the Bond remaining unpaid together with interest accrued and to accrue thereon, the Town further covenants with the holders of the Bond issued pursuant hereto 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, except as otherwise provided herein, shall be deposited as collected by the Town in a special fund known as the "Revenue Fund" established by the 1979 Ordinance, and by this Ordinance, in a bank or trust company in the State of West Virginia which is a member of FDIC. The Revenue Fund is currently in The Calhoun County Bank, Grantsville, West Virginia. 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 Town 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 Town shall first each month pay from the monies in the Revenue Fund all operating expenses.

(2) So long as any of the 1979 Bonds remain outstanding and unpaid or until provision for payment of the 1979 Bonds and the interest thereon and any applicable redemption premiums has been made in full by deposit of the necessary funds with the Bond Commission, the Town shall by the fifteenth of each month, the sums required to provide for payment of principal of and interest on the 1979 Bonds and a reserve therefor.

(3) The Town shall next, each month, from the moneys in the Revenue Fund, so long as any 1979 Bonds are outstanding, transfer from the Revenue Fund to the 1979 Depreciation Fund and minimum Reserve Fund the amounts required by the 1979 Ordinance.

(4) The Town shall next, before the end of each month, transfer from Revenue Fund, and remit subject to the conditions below to the Bond Commission:

(a) for deposit into the "1991 Sinking Fund \$80,000 Series 1991 Bond" hereby established with the Bond Commission the amount required to pay the monthly interest on the Bond and to amortize the principal of the Bonds over the life of the Bond issue or for this or any bond owned by the United States of America or any agency or department thereof including FmHA pay that sum directly to the United States of America or said agency or department.

(b) The Town shall also remit to the Bond Commission, from time to time, such amounts as shall be required to pay the fiscal charges due to paying agents for paying the 1991 Bonds and the interest and principal thereon.

(5) The Town shall next, each month, transfer from the Depreciation Fund or the Revenue Fund, as the case may be, and remit to the Bond Commission for deposit into the 1991 Reserve Account, hereby established in the 1991 Sinking Fund, one-twelfth of one-tenth of the maximum annual aggregate amount of interest and principal which will fall due on the Bonds outstanding until the amount in the Reserve Account equals the sum of one years payments of principal and interest. After such amount has been accumulated in the Reserve Account, the Town shall monthly remit to the Bond Commission such part of the moneys remaining in the Depreciation Fund or the Revenue Fund, as the case may be, after such provision for payment of maturing principal of and interest on the Bonds, as shall be required to maintain such amount in the 1991 Reserve Account. Moneys in the 1991 Reserve Accounts shall be used solely to make up any deficiency in the 1991 Sinking Funds for payment of the principal of and interest on the Bonds as the same shall mature or for mandatory redemption of Bonds as hereinafter provided and for no other purpose.

(6) The Town shall next, each month, transfer from the Revenue Fund and remit to the Bond Commission the moneys remaining in the Depreciation Fund or the Revenue Fund, as the case may be, for deposit in the Depreciation Reserve, previously established with the Bond Commission, until there has been accumulated therein the sum set out in § 3.02(B) (5) for the Bonds and thereafter, such sums as shall be required to maintain such amount therein. Moneys in the Depreciation Reserve shall be used first to make up any deficiencies on a pro rata basis in the 1991 Sinking Funds for payment of principal of and interest on the 1991 Bonds as the same mature, and next to restore on a pro rata basis to the 1991 Reserve Account any sum or sums transferred therefrom to the 1991 Sinking Fund. Thereafter, and provided that payments into the 1991 Reserve Account therein are current and in accordance with the foregoing provisions, moneys in the Depreciation Reserve may be withdrawn by the Town and used for extensions, replacements and improvements of the System, or any part thereof.

(7) After all the foregoing provisions for use of moneys in the Depreciation Fund or the Revenue Fund, as the case may be, have been fully complied with, any moneys remaining therein may be used to redeem Bonds outstanding or for any lawful purpose in connection with the System and the Bond Commission may be designated by the Town to handle redemption of Bonds upon instructions of the Town.

Whenever the moneys in the 1991 Sinking Fund and in the 1991 Reserve Account therein shall be sufficient to purchase or

redeem all Bonds outstanding for that particular issue, it shall be the mandatory duty of the Town, anything to the contrary in this Ordinance notwithstanding, to direct the Bond Commission to purchase or redeem all outstanding 1991 Bonds at the earliest practical date and in accordance with applicable provisions hereof, any such purchase to be at a price or prices not exceeding the then market price of Bonds so purchased, but in no event exceeding the then redemption price of the Bonds, as to Bonds subject to redemption, and not exceeding the par value of Bonds not subject to redemption but available for purchase.

The Municipal Bond Commission is hereby designated as the initial Fiscal Agent for the administration of the Reserve Account and the Depreciation Reserve as herein provided, and all amounts required therefor 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 Bondholders shall have a lien thereon for further securing payment of the Bonds and the interest thereon. The moneys in excess of the sum insured by FDIC in the Revenue Fund and the Depreciation Fund shall at all times be secured, to the full extent thereof in excess of such insured sum, in a manner lawful for securing deposits of State and municipal funds under the laws of the State of West Virginia.

If on any payment date the revenues are insufficient to place the required amount in any of the funds or accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to those which would otherwise be required to be made into the funds or accounts on the subsequent payment dates.

The Bond Commission shall keep the moneys in the 1991 Sinking Fund, the 1991 Reserve Account and the Depreciation Reserve invested and reinvested to the fullest extent practicable in direct obligations of, or obligations the payment of the principal of and interest on which are guaranteed by, the United States of America.

(C) Change of Fiscal Agent. The Issuer may designate another bank insured by FDIC as Fiscal Agent if the aforesaid Agent should cease for any reason to serve or if the Governing Body determines by resolution that said Agent or its successor should no longer serve as Fiscal Agent. 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 Contract. The Issuer shall, prior to delivery of the Bond, provide evidence that the System now serves 388 bona fide full time users.

ARTICLE IV

GENERAL COVENANTS

Section 4.01. General Statement. So long as the Bond shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Fund a sum sufficient to prepay the entire principal of the Bond remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants agreements contained herein shall be and constitute valid and legally binding covenants between the Town and the Bondholder.

Section 4.02. Rates. The Town 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 110% of the average annual debt service on the 1991 Bonds and to make the payments required herein to be made for payment of the 1979 Bonds and the interest thereon and into the Reserve Account and the Depreciation Fund, and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate revenues for such purposes.

Section 4.03. Sale of the System. The System may not be sold, mortgaged, leased or otherwise disposed of without the prior written consent of the Government. Such consent will specify the use of the proceeds of any such disposition.

Section 4.04. Covenant Against Encumbrances. The Town will not issue any obligations whatsoever, except additional parity Bonds hereinafter provided for, payable from the revenues of the System which rank prior to or equally as to lien on and source of and security for payment from such revenues with the Bond; and all obligations hereafter issued by the Town payable from the revenues of the System.

Section 4.05. Issuance of Additional Parity Bonds. No additional parity Bonds, as in this Section defined, payable out of the revenues of the System, shall be issued after the issuance of any Bonds pursuant hereto, except under the conditions and in the manner herein provided.

(A) No such additional parity Bonds shall be issued except for the purposes of financing the costs of the construction or acquisition of extensions, additions and improvements to the System or refunding Bonds issued hereunder, except as provided in subsection (F) of this Section.

(B) No such additional parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Recorder a written certification by a certified public accountant not in the regular employ of the Town based upon the necessary investigation, reciting the conclusion that the net revenues, as defined herein, actually derived from the System during the fiscal year immediately preceding the date of the issuance of such additional parity Bonds, shall have been not less than one hundred twenty percent (120%) of the average aggregate amount which will mature or become due in any succeeding fiscal year for principal of and interest on the Bonds then outstanding and on the additional parity Bonds then proposed to be issued. This limitation may be waived or modified by the written consent of Bondholders representing 75% of each Series of the then outstanding 1991 Bonds and the Government as initial purchaser of 1991 Bonds.

(C) The term "additional parity Bonds", as used in this Section, shall be deemed to mean additional Bonds issued under the provisions and within the limitations of this Section, payable from the revenues of the System on a parity with the 1991 Bonds, and all the covenants and other provisions of this Ordinance (except as to details of such additional parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the holders of any Bonds issued pursuant to this Ordinance and the holders of any additional Bonds subsequently issued within the limitations of and in compliance with this Section. All such Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System, and their source of and security for payment from said revenues, without preference of any Bond or coupon over any other. The Town shall comply fully with all the increased payments into the various funds created herein required for such additional parity Bonds, in addition to the payments required for Bonds originally issued hereunder. Redemption of Bonds prior to maturity in the event that the 1991 Bonds and additional parity Bonds hereby authorized are outstanding, shall as nearly as practical be on an equal pro rata basis reflecting the original amounts of each issue.

(D) All additional parity Bonds issued pursuant to this Section shall mature on such dates as the Town so desires.

(E) No additional parity Bonds shall be issued at any time unless all the payments into the respective Funds provided for herein on Bonds then outstanding and all other payments provided for herein shall have been made or paid up as required to the date of issuance of the additional parity Bonds and the Town shall have fully complied with all the covenants, agreements and terms hereof or shall have remedied any deficiency in such compliance.

(F) With the written consent in advance of the original purchaser of the 1991 Bonds and of Farmers Home Administration and anything to the contrary in subsections (A) through (D) of this

Section notwithstanding, additional parity Bonds may be authorized and issued by the Town pursuant to supplemental ordinance in the event that the 1991 Bonds should be insufficient, together with other funds lawfully available therefor, to pay all costs of construction of the Project. Any such additional parity Bonds authorized and issued under the provisions of this subsection shall be limited to the aggregate principal amount required to make up any deficiency in funds for payment of such construction costs, and the maturities of any such additional parity Bonds shall be in years and amounts suggested by said original purchaser and Farmers Home Administration.

Section 4.06. Insurance and Bonds. The Town hereby covenants and agrees that so long as the Bond remains outstanding, it will, as an expense of operation and maintenance of the System, procure, carry and maintain insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) Fire, Flood, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, on all aboveground insurable portions of the System in an amount equal to the actual cost thereof. In the event of any damage to or destruction of any portion of the System, the Town will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Town will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Town during construction of the Project in the full insurable value thereof.

(b) Public Liability Insurance, with limits of not less than \$100,000 for more than one person injured or killed in one accident to protect the Town from claims for bodily injury and/or death which includes indemnification of the Town and its engineer, and not less than \$200,000 from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured at the commencement of construction of the Project.

(c) Vehicular Public Liability Insurance, in the event the Town owns or operates any vehicle in the operation of the System, or in the event that any vehicle not owned by the Town is operated for the benefit of the Town with Limits of not less than \$500,000 for one or more than one person injured or killed in one accident to protect the Town from claims for bodily injury and/or death, and not less than \$200,000 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.

(d) Workmen's Compensation Coverage for all Employees of or for the System Eligible Therefor; and Performance and Payment Bonds, such coverage as required by state law, such bonds to be in the amounts of 100% of the construction contract, will be required of each contractor dealing directly with the Town, and such payment bonds will be filed with the Clerk of the County Court of said County prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

(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 FmHA loans.

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

Section 4.07. Statutory Mortgage. For the further protection of the holders of the Bonds and the coupons appertaining thereto, 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, subject only to the statutory mortgage lien in favor of the 1979 Bonds.

Section 4.08. Events of Default. Each of the following events is hereby declared an "Event of Default":

(A) Failure to make payment of the principal, and, if any premium be due, of such premium, of the Bond either at the date therein specified for their payment or by proceedings for redemption or otherwise;

(B) Failure to make payment of any installment of interest due on the Bond on the date specified for the payment of such interest;

(C) Failure duly and punctually to observe or perform any of the covenants, conditions and agreements on the part of the Town in the Bond or herein, or violation of or failure to observe any provision of any pertinent law, provided any such failure or violation, excluding those covered in (A) and (B) above in this Section, shall continue for a period of thirty days after written notice shall have been given to the Town by any Bondholder

specifying such failure or violation and requiring the same to be remedied.

Section 4.09. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, any Bondholder may proceed to protect and enforce the rights of the Bondholders 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.

Upon application by such Bondholder, such court may, upon proof of such default, appoint a receiver for the affairs of the Town and the System. The receiver so appointed shall administer the System on behalf of the Town shall exercise all the rights and powers of the Town with respect to 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 4.10. Fiscal Year; Budget. While the Bond is 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 days prior to the beginning of each fiscal year, the Town agrees to adopt the 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 each fiscal year unless unanimously authorized and directed by the Council. Copies of each Annual Budget shall be delivered to the Government, by the beginning of each fiscal year and shall be mailed to those Bondholders who shall have filed their names and addresses with the Recorder for such purpose.

If for any reason the Town shall not have adopted the 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 the 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 per centum; 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 Town. Each such Budget of Current Expenses shall be delivered and mailed immediately as in the case of the Annual Budget.

Section 4.11. Covenant to Proceed and Complete. The Town 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 enactment hereof, subject to permitted changes.

Section 4.12. Books and Records. The Town will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Town in which complete and correct entries shall be made of all transactions relating to the System, and any holder of a Bond or Bonds, his agents and representatives, shall have the right at all times to inspect the System and all records, accounts and data of the Town relating thereto.

The Town shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants, shall mail a copy of such audit report to the Government and the original purchaser of the Bond, or any customer receiving services from the System, or anyone acting for and in behalf of such Bondholder, Bondholders or customer. The Government, so long as it holds the Bond, may permit substitution of a copy of the annual audit report by the office of the State Tax Commissioner for the copy of annual audit report by a certified public accountant.

Section 4.13. Maintenance of the System. The Town 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 Bond is outstanding and will abide by any agreement to maintain the project and System.

Section 4.14. No Competition. The Town will not permit competition with the waterworks 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 waterworks within the boundaries of the Town or within the territory served by the waterworks.

ARTICLE V

RATES, ETC.

Section 5.01. Initial Schedule of Rates and Charges;
Rules.

A. The initial schedule of rates and charges for the services and facilities of the System, as set forth in an existing Ordinance of the Town of Grantsville effective December 11, 1989.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Filing Under Uniform Commercial Code. Contemporaneously with the delivery of the Bond, or sooner, the Town shall execute Financing Statements and promptly thereafter, shall file such Financing Statements in the offices of the Secretary of State of the State of West Virginia and of the Clerk of the County Commission of said County.

Section 6.02. Modification or Amendment. No material modification or amendment of this Ordinance, or of any ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of Government.

Section 6.03. Payment of Bond. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Bond, 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 Bond, 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 Bond, shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 6.04. Severability of Invalid Provision. If any one or more of the covenants, agreements or provisions of this Ordinance should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions, and shall in no way affect the validity of all the other provisions hereof or the Bonds or coupons appertaining thereto.

Section 6.05. Conflicting Provisions Repealed. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions hereof are, to the extent of such conflicts, hereby repealed, provided, that the 1979 Ordinance shall not be affected by this section.

Section 6.06. 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 6.07. Effective Time. This Ordinance shall take effect following public hearing hereon in accordance with the Act.

Section 6.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance having been hereby approved and determined by the Council to contain sufficient information to give notice of the contents of this Ordinance, 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 The Calhoun Chronicle, a newspaper published and of general circulation in the Town, publication of which abstract of this Ordinance shall be together with a notice stating that this Ordinance has been enacted and that a certified copy of this Ordinance is on file with the Council in the office of the Recorder for review by interested person during office hours of the Recorder, and that the Town contemplates the issuance of the 1991 Bond, and that any person interested may appear before the Council upon a date certain, not less than ten days subsequent to the date of the first publication or prior to the date of the last publication of the said abstract and notice, and present protests. At such hearing, all objections and suggestions shall be heard, and the Council shall take such action as it shall deem proper in the premises.

Section 6.09. Award of 1991 Bond. The Mayor is hereby authorized and directed to cause the Series 1991 Bond R-1 as described herein to be delivered to and they are hereby awarded to the Government.

Section 6.10. Notices. Any notices which are given or required to be given shall be by certified mail, return receipt requested to the below address or such other address as the City shall designate in writing:

Town of Grantsville
P.O. Box 146
Grantsville, WV 26147

Passed on First Reading February 4, 1991.

Passed on Second and
Final Reading February 11, 1991.

Effective on Second and Final Reading following public hearing above described held February 25, 1991.

THE TOWN OF GRANTSVILLE,
WEST VIRGINIA

By [Signature]
Mayor

By [Signature]
Recorder

(SEAL)

STATE OF WEST VIRGINIA,
COUNTY OF CALHOUN, TO-WIT:

The foregoing instrument was acknowledged before me this 27th day of February, 1991, by SAUNDRA L. JOHNSON the Mayor of the Town of Grantsville, on behalf of the Town.

Loren B. Henley
NOTARY PUBLIC

My commission expires March 5, 1992.

STATE OF WEST VIRGINIA
CALHOUN COUNTY COMMISSION CLERK'S OFFICE Feb. 27 19 91 11:45 M.

The foregoing Trust together with the certificate thereto annexed, was this day admitted to record in said office.

Fee \$0.00

RICHARD KIRBY, Clerk
By [Signature], Deputy.

Section 6.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance having been hereby approved and determined by the Council to contain sufficient information to give notice of the contents of this Ordinance, 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 The Calhoun Chronicle, a newspaper published and of general circulation in the Town, publication of which abstract of this Ordinance shall be together with a notice stating that this Ordinance has been enacted and that a certified copy of this Ordinance is on file with the Council in the office of the Recorder for review by interested person during office hours of the Recorder, and that the Town contemplates the issuance of the 1991 Bond, and that any person interested may appear before the Council upon a date certain, not less than ten days subsequent to the date of the first publication or prior to the date of the last publication of the said abstract and notice, and present protests. At such hearing, all objections and suggestions shall be heard, and the Council shall take such action as it shall deem proper in the premises.

Section 6.09. Award of 1991 Bond. The Mayor is hereby authorized and directed to cause the Series 1991 Bond R-1 as described herein to be delivered to and they are hereby awarded to the Government.

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Town of Grantsville
P.O. Box 146
Grantsville, WV 26147

Passed on First Reading February 4, 1991.

Passed on Second and
Final Reading February 11, 1991.

Effective on Second and Final Reading following public hearing above described held February 25, 1991.

THE TOWN OF GRANTSVILLE,
WEST VIRGINIA

By *Aracenia K. Johnson*
Mayor

(SEAL)

By *James E. Mansford*
Recorder

STATE OF WEST VIRGINIA,

COUNTY OF CALHOUN, TO-WIT:

The foregoing instrument was acknowledged before me this 27th day of February, 1991, by SAUNDRA L. JOHNSON the Mayor of the Town of Grantsville, on behalf of the Town.

Loren B. Howley
NOTARY PUBLIC

My commission expires March 5, 1992.

THE TOWN OF GRANTSVILLE, WEST VIRGINIA

WATER REVENUE BOND

SERIES 1991

No. R-1

\$80,000

Date: February 27, 1991

SPECIMEN

FOR VALUE RECEIVED, THE TOWN OF GRANTSVILLE, in the County of Calhoun, State of West Virginia, a municipal corporation (herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government") 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 Eighty Thousand Dollars (\$80,000), plus interest on the unpaid principal balance at the rate of five percent (5%) 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 \$393.00 covering principal and interest on said corresponding day of each month thereafter, 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.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

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 principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of 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 Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower 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 Borrower may, at the option of the Government, be remitted by the Government and remitted 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 Borrower, 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 the Borrower, 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 Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower 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 purposes of providing funds for financing costs of construction and acquisition of additions for the waterworks system of the Borrower, is payable solely from the revenues to be derived from the operation of such waterworks system after there have been first paid from such revenues the reasonable current costs of operation and maintenance of the waterworks system and the payments for the 1979 Bonds as described in the ordinance authorizing this Bond. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision of 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 said office of the Registrar, as defined in the Ordinance, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Ordinance, and upon surrender and cancellation of this Bond.

Upon such transfer a new Bond or Bonds, or authorized denomination or denominations, for the like principal amount, will be issued to the transferee in exchange

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 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"), and with an Ordinance of the Town duly enacted.

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farmer and Rural Development Act. This Bond shall be subject to the present regulations of the Farmer Home Administration and to its future regulations not consistent with the express provisions hereof.

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

THIS BOND IS ON A PARITY WITH THE SERIES 1979 WATER REVENUE BONDS OF THE TOWN AS TO THE STATUTORY LIEN AND SOURCE OF ANY SECURITY FOR PAYMENT.

[CORPORATE SEAL]

THE TOWN OF GRANTSVILLE,
WEST VIRGINIA

By _____
Its Mayor
Town Hall
Grantsville, West Virginia 25271

ATTEST:

Recorder

RECORD OF ADVANCES

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

SPECIMEN

Pay to the Order of _____

ASSIGNMENT
SPECIMEN

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By _____
(Title)

(No writing on this Bond except by the Registrar)

Date of
Registration

whose Name
Registered
SPECIMEN

Signature of
Registrar

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TOWN OF GRANTSVILLE

ORDINANCE AUTHORIZING THE CONSTRUCTION AND ACQUISITION OF CERTAIN WATER FACILITIES OF THE TOWN OF GRANTSVILLE, CALHOUN COUNTY, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$289,000 IN PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1979; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDERS OF SUCH WATER REVENUE BONDS, SERIES 1979

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

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 (the "Act") and other applicable provisions of law.

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

(A) The Town of Grantsville (the "Issuer"), in the County of Calhoun, State of West Virginia, is now served by a public waterworks system (the "System"), but such System is not adequate. The inhabitants of the Issuer and surrounding area served by the System urgently require that the System be improved as herein provided.

(B) 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 additions, extensions and improvements to the existing waterworks system of the Issuer consisting of a new filtration plant, pumps, additional transmission lines and repairs and modifications to the existing waterworks, with all necessary appurtenant facilities (the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Recorder 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 bond in the principal amount of \$289,000 to finance a portion of the cost of the Project in the manner hereinafter provided.

(D) The estimated maximum cost of the construction of the Project is \$689,000 of which \$289,000 will be obtained from the proceeds of sale of the Bond herein authorized, and \$400,000 from a grant by the United States Department of Housing and Urban Development.

(E) 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 interest therein; interest on the Bond prior to, during and for six 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.

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

(G) There are not outstanding any bonds or other obligations of the Issuer which would have priority over or be on a parity with the Bond hereby authorized as to liens and source of and security for payment.

(H) The Government is expected by the Issuer to purchase the entire principal amount of the Bond.

(I) 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 Bond, or will have so complied prior to issuance of the Bond including, among other things, obtaining a certificate of convenience and necessity for the Project from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired. The rates, charges and rules provided in Article V hereof shall be in full force and effect except as changed by said Public Service Commission, in case of appeal and the time for appeal as to such order shall have expired without appeal being taken therefrom.

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

"Bond" or "Bonds" means the \$289,000 Water Revenue Bond, Series 1979, authorized hereby to be issued pursuant to this Ordinance.

"Bond Legislation" means this Ordinance and all ordinances and resolutions supplemental hereto.

"Consulting Engineer" means Milan/BCM Engineering, Inc., Dunbar, 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.

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

"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" means United States Department of Agriculture, Farmers Home Administration and any successor thereof.

"Herein" means in this Bond Legislation.

"Holder of the Bond" or "Bondholder" or any similar term means any person who shall be the bearer or owner of the Bond.

"Issuer" means the Town of Grantsville, in Calhoun County, West Virginia, and includes 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 principles 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.

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

"Purchaser" means United States Department of Agriculture, Farmers Home Administration and any successor thereof.

"Recorder" means the Recorder of the Issuer.

"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 practices.

"System" means the Project initially, and includes the complete waterworks system of the Issuer and all waterworks facilities owned by the Issuer and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with the waterworks system; and shall also include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the waterworks system after completion of the Project.

Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BOND

Section 2.01. Authorization of Bond. Subject and pursuant to the provisions of this Ordinance, the Bond of the Issuer, to be known as "Water Revenue Bond, Series 1979," is hereby authorized to be issued in the aggregate principal amount of not exceeding Two Hundred Eighty-Nine Thousand Dollars (\$289,000) for the purpose of financing a portion of the cost of the construction and acquisition of the Project.

Section 2.02. Description of Bond. The Bond shall be issued in single form, No. 1, and shall be dated on the date of delivery. The Bond shall bear interest from date, payable monthly at the rate of five per centum (5%) per annum, and shall be sold for the par value thereof.

The Bond 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 form hereinafter set forth.

Section 2.03. Execution of Bond. The Bond 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.

Section 2.04. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Bond 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 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 2.05. Bond Secured by Pledge of Revenues. The payment of the debt service of the Bond shall be secured forthwith by a first lien on the net revenues derived from the System in addition to the statutory mortgage lien on the System hereinafter provided for. The revenues derived from the System in an amount sufficient to pay the principal of and interest on the Bond and to make the payments as hereinafter provided, are hereby irrevocably pledged to the payment of installments of the principal and interest on the Bond as the same become due as herein provided.

Section 2.06. 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 resolution adopted after the date of adoption hereof and prior to the issuance thereof:

(Form of Bond)

WATER REVENUE BOND, SERIES 1979

TOWN OF GRANTSVILLE

\$289,000

No. 1

Date: _____

FOR VALUE RECEIVED, the TOWN OF GRANTSVILLE (herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (the "Government"), 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 Two Hundred Eighty-Nine Thousand Dollars (\$289,000), plus interest on the unpaid principal balance at the rate of five per cent (5%) per annum. The said principal and interest shall be paid in the following installments on the following dates: installments of interest only on the first day of each month for the first twenty-four months after the date hereof and \$1,419, covering principal and interest, thereafter on the first 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.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

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 principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of 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 Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower 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 Borrower 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 Borrower, 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 Borrower 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 Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower 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 and acquisition of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, 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 Borrower within the meaning of any constitutional or statutory provision or limitation.

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"), and with an Ordinance of the Borrower duly enacted.

If at any time it shall appear to the Government that Borrower 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, Borrower 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 Borrower 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 the Farmers Home Administration and to its

future regulations not inconsistent with the express provisions hereof.

TOWN OF GRANTSVILLE
(Name of Borrower)

[CORPORATE SEAL]

(Signature of Executive Official)

Mayor
(Title of Executive Official)

(Post Office Box No. or Street Address)

Grantsville, West Virginia 26147
(City, State and Zip Code)

ATTEST:

(Signature of Attesting Official)

Recorder
(Title of Attesting Official)

RECORD OF ADVANCES

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

ASSIGNMENT

Pay to the Order of _____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By _____

(Title)

ARTICLE III

BOND PROCEEDS; REVENUES
AND APPLICATION THEREOF

Section 3.01. Bond Proceeds; Project Construction Account. The proceeds of sale of the Bond, shall be deposited on receipt by the Issuer in The Calhoun County Bank, Grantsville, West Virginia, a member of Federal Deposit Insurance Corporation (the "FDIC"), in a special account hereby created and designated as "Town of Grantsville Project Construction Account" (herein called "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 construction of the Project, the Issuer will transfer from the Project Construction Account and pay to the Government on or before the fifteenth day of each month, such sums as shall be from time to time required to make the monthly installment payments on the Bond 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 90 days, the Issuer may invest such excess funds in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America, which shall mature not later than eighteen months after the date of such investment. All such investments and the income therefrom shall be carried to the credit of the Project Construction Account.

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 3.02. Covenants of the Issuer as to Revenues and Funds. So long as the Bond shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Fund hereinafter established, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Bond remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the holder of the Bond 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 initially with the Bank named in Section 3.01.

The Revenue Fund shall constitute a trust fund for the purposes provided in this Ordinance and shall be kept separate and distinct from all other funds of the 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 pay from the moneys in the Revenue Fund all current Operating Expenses.

(2) The Issuer shall next, by the fifteenth day of each month, transfer from the Revenue Fund and pay to the National Finance Office designated in the Bond the amounts required to pay the interest on the Bond and to amortize the principal of the Bond over the life of the Bond issue.

(3) The Issuer shall next, by the fifteenth day of each month, transfer from the Revenue Fund and deposit with said Bank in the Reserve Fund hereby established with said Bank, one-one hundred twentieth of the maximum aggregate amount of principal of and interest on the Bond payable in any year, until the amount in the Reserve Fund equals such maximum annual aggregate amount of principal and interest, such sum being herein called the "Minimum Reserve." After the Minimum Reserve has been accumulated in the Reserve Fund, the Issuer shall monthly deposit into the Reserve Fund such part of the moneys remaining in the Revenue Fund, after such provision for payment of monthly installments on the Bond and for payment of operating expenses of the System as shall be required to maintain the Minimum Reserve in the Reserve Fund. Moneys in the Reserve Fund shall be used solely to make up any deficiency for monthly installments of the principal of and interest on the Bond as the same shall become due or for prepayment of installments, or for mandatory prepayment of the Bond as hereinafter provided, and for no other purpose.

(4) The Issuer shall next, by the fifteenth day of each month, transfer from the Revenue Fund and deposit in the Depreciation Reserve hereby established with said Bank the moneys remaining in the Revenue Fund, until there has been accumulated in the Depreciation Reserve the aggregate sum of \$20,000 and thereafter such sums as shall be required to maintain such amount therein. Moneys in the Depreciation Reserve shall be used first to make up any deficiencies for monthly installments of principal of and interest on the Bond as the same become due, and next to restore to the Reserve Fund any sum or sums transferred therefrom. Thereafter, and provided that payments into the Reserve Fund are current and in accordance with the foregoing provisions, moneys in the Depreciation Reserve 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, any moneys remaining therein may be used to prepay installments of the Bond or for any lawful purpose in connection with the System.

Whenever the moneys in the Reserve Fund shall be sufficient to prepay the Bond in full, it shall be the mandatory duty of the Issuer, anything to the contrary in this Ordinance notwithstanding, to prepay the Bond at the earliest practical date and in accordance with applicable provisions hereof.

The said Bank (and any successor appointed by the Issuer) is hereby designated as the Fiscal Agent for the administration of the Reserve Fund and the Depreciation Reserve as herein provided, and all amounts required therefor will be deposited 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 Bond and the interest thereon. The moneys in excess of the sum insured by FDIC in any of such funds shall at all times be secured, to the full extent thereof in excess of such insured sum, in a manner lawful for securing deposits of State and municipal funds under the laws of the State of West Virginia. The Bank shall not be a trustee as to such funds, but merely the depository thereof.

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 Fiscal Agent shall keep the moneys in the Reserve Fund and the Depreciation Reserve invested and reinvested to the fullest extent practicable in direct obligations of, or obligations the payment of the principal of and interest on which are guaranteed by, the United States of America and having maturities not exceeding two years. Earnings upon moneys in the Reserve Fund, so long as the Minimum Reserve is on deposit and maintained therein, shall be paid annually in January into the Revenue Fund by the Fiscal Agent.

(C) Change of Fiscal Agent. The Issuer may designate another bank insured by FDIC as Fiscal Agent if the aforesaid Bank should cease for any reason to serve or if the Governing Body determines by resolution that said Bank or its successor should no longer serve as Fiscal Agent. 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 Bond, provide evidence that the System now serves 396 bona fide full time users.

ARTICLE IV

GENERAL COVENANTS

Section 4.01. General Statement. So long as the Bond shall be outstanding and unpaid, or until there shall have been set apart in the Reserve Fund a sum sufficient to prepay the entire principal of the Bond 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 4.02. 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 110% of the average annual debt service on the Bond and to make the payments required herein to be made for payment of the principal of and interest on the Bond and into the Reserve Fund 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 4.03. Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Bond is outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 4.04. Issuance of Additional Parity Bonds. No additional parity bonds payable out of the revenues of the System shall be issued after the issuance of the Bond pursuant hereto except with the prior written consent of the Purchaser.

Section 4.05. Insurance and Bonds. 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 Bond remains outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

(a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage 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 actual cost 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 Bond.

(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) Workmen's Compensation Coverage for all Employees of the District Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 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 said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39.

(e) Fidelity Bonds will be provided as to every member of the Governing Body and as to every officer and employee thereof having custody of the Revenue Fund or of any revenues or other funds of the Issuer in an amount at least equal to the total funds in the custody of any such person at any one time, and initially in the amount of \$10,000 upon the Recorder, provided, however, that no bond shall be required insofar as custody of the Project Construction Account is concerned so long as checks thereon require the signature of a representative of the Purchaser.

(f) Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, during construction of the Project and so long as the Bond is 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 4.06. 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 due on the Bond at the date specified for payment thereof;

(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 Bond or herein, or violation of or failure to observe any provision of any pertinent law.

Section 4.07. 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.

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 4.08. Fiscal Year; Budget. While the Bond is 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 days prior to the beginning of each fiscal year, the Issuer agrees to adopt the 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 the 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 the 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 per centum; 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 4.09. 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 4.10. Books and Records. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and 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 and shall make available the report of said accountants at all reasonable times to any customer receiving services from the System. The Purchaser, so long as it holds the Bond, may permit substitution of a copy of the annual audit report by the office of the State Tax Commissioner for the copy of the annual audit report by a certified public accountant.

Section 4.11. 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 Bond is outstanding.

Section 4.12. No Competition. 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 4.13. Concerning Arbitrage. The proceeds of sale of the Bond will not be invested in such a way as to violate the regulations of the Internal Revenue Service or of the Treasury Department of the United States of America in connection with the arbitrage provisions of Section 103(c) of the Internal Revenue Code of 1954, as amended.

ARTICLE V

RATES, ETC.

Section 5.01. Initial Schedule of Rates and Charges;
Rules. A. The schedule of rates and charges for the services and facilities of the System shall be as set forth in an Ordinance of the Town of Grantsville, entitled "AN ORDINANCE RELATING TO THE IMPOSITION OF RATES AND CHARGES FOR THE SERVICES AND THE FACILITIES OF THE MUNICIPAL WATER SYSTEM AND RELATING TO CONSTRUCTION OF IMPROVEMENTS TO THE SYSTEM," finally enacted on July 5, 1979.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Modification or Amendment. No material modification or amendment of this Bond Legislation, or of any Bond Legislation amendatory hereof or supplemental hereto, may be made without the consent in writing of the Purchaser.

Section 6.02. Delivery of Bond No. 1. The Mayor is hereby authorized and directed to cause Bond No. 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 6.03. Severability of Invalid Provisions. 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 Bond.

Section 6.04. Conflicting Provisions Repealed. All ordinances, resolutions 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 Resolution (Form FmHA 442-47).

Section 6.05. 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 6.06. Effective Time. This Bond Legislation shall take effect following public hearing hereon in accordance with the Act.

Section 6.07. Statutory Notice and Public Hearing. Upon adoption hereof an abstract of this Bond Legislation determined by the Governing Body to contain sufficient information as to give notice to 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 the The Calhoun Chronicle, a newspaper published and of general circulation in the County of Calhoun, together with a notice stating that this Bond Legislation has been adopted and that the Issuer contemplates the issuance of the Bond, and that any person interested may appear before the Common Council upon a date certain, not less than ten days subsequent to the date of the second publication of the said Bond Legislation and notice, and present protests. At such

hearing, all objections and suggestions shall be heard and the Common Council shall take such action as it shall deem proper in the premises.

Passed on First Reading

February 18, 1980

Passed on Second
and Final Reading
Following Public Hearing

March 10, 1980

Ronne Harris
Mayor

Newton Michel
Recorder

SPECIMEN BOND

WATER REVENUE BOND, SERIES 1979

TOWN OF GRANTSVILLE

\$289,000

Date: January 14, 1982

No. 1

FOR VALUE RECEIVED, THE TOWN OF GRANTSVILLE (herein called "Borrower") promises to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (the "Government"), 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 Two Hundred Eighty-Nine Thousand Dollars (289,000) plus interest on the unpaid principal balance at the rate of five per cent (5%) 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 months after the date hereof and \$1,419, 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.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

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 principal.

Prepayment of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of 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

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obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this Bond and insures the payment thereof, Borrower 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 Borrower 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 Borrower, 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 Borrower 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 Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower 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 and acquisition of additions, extensions and improvements to the waterworks system (the "System") of the Borrower, 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 Borrower within the meaning of any constitutional or statutory provision or limitation.

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"), and with an Ordinance of the Borrower duly enacted.

If at any time it shall appear to the Government that Borrower 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 Borrower 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 Borrower 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 the Farmers Home Administration and to its future regulations not inconsistent with the express provisions hereof.

TOWN OF GRANTSVILLE

[CORPORATE SEAL]

By _____
Mayor

ATTEST:

Recorder

RECORD OF ADVANCES

	AMOUNT	DATE	AMOUNT	DATE
(1)	\$ 230,000	1/14/82	(6)	\$
(2)	\$		(7)	\$
(3)	\$		(8)	\$
(4)	\$		(9)	\$
(5)	\$		(10)	\$
			TOTAL	\$ _____

ASSIGNMENT

Pay to the Order of _____

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By _____

(Title)

1/12/82
HOLD

TOWN OF GRANTSVILLE

AN ORDINANCE SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE WATER SYSTEM OF THE TOWN OF GRANTSVILLE.

THE COUNCIL OF THE TOWN OF GRANTSVILLE HEREBY ORDAINS: The following rules, rates and charges are hereby fixed, determined and established for municipal water services provided to all general domestic, commercial, industrial and resale users of the Town of Grantsville's Municipal Waterworks System, commencing upon the effective date as hereinafter provided, and in accordance with the following Rates and Schedules:

RULES AND REGULATIONS

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

SECTION 1 – TARIFF

APPLICABILITY

Applicable in entire territory served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial, industrial, and sales for resale service.

RESIDENTIAL, COMMERCIAL AND INDUSTRIAL RATES

First	2,000	gallons used per month	\$8.50	per 1,000 gallons
Next	3,000	gallons used per month	\$7.95	per 1,000 gallons
Next	5,000	gallons used per month	\$7.12	per 1,000 gallons
All Over	10,000	gallons used per month	\$6.06	per 1,000 gallons

MINIMUM CUSTOMER CHARGE

5/8	inch meter	\$12.74	per month
3/4	inch meter	\$19.15	per month
1	inch meter	\$31.92	per month
1 1/2	inch meter	\$63.79	per month
2	inch meter	\$102.07	per month
3	inch meter	\$191.32	per month
4	inch meter	\$318.91	per month

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid on or before the 20th day after the billing date, ten percent (10%) shall be added to the net amount shown. This delayed

payment penalty is not interest and is only to be collected once for each bill when appropriate.

CONNECTION FEE

The connection fee shall be \$280 for each new water service line one inch and smaller, and shall include the tap of the main line, the service line from the main to the property line or curb stop, and the meter installation, including the meter pit or vault.

The connection fee for service lines larger than one inch shall be the actual cost of the installation, and shall include the tap of the main, the service line from the main to the property line, and the meter installation, including the meter pit or vault. Upon receipt of an application for a service connection larger than one inch, the utility will provide an estimate of actual cost, which amount must be deposited by the applicant in advance of installation. Upon completion of the installation, a final settlement of the actual installation cost will be prepared and submitted for payment to the applicant. The amount of payment due will be reduced by the amount of the advance deposit. In the event of an excess in the amount deposited over the actual installation cost, the amount of excess will be promptly refunded to the applicant.

DISCONNECTION FEE

If any bill is not paid within sixty (60) days after the due date, water service to the customer will be discontinued. Water service will not be restored until past due water bills have been paid in full and all accrued penalties plus a reconnection charge have been paid.

RECONNECTION FEE

There shall be a \$22.40 reconnection charge for re-established service.

RESALE SERVICE RATE

\$3.76 per 1,000 gallons per month.

LEAK ADJUSTMENT RATE

An incremental charge of \$0.97 per 1,000 gallons per month shall be charged for all water billed in excess of the customer's historic usage for a water leak that is determined by the Public Service Commission to be eligible for an adjustment of the water service charge.

SECTION 2 – EFFECTIVE DATE

The rates, charges and penalties provided herein shall become effective forty-five (45) days after enactment, or as soon thereafter as the same may be approved by the Public Service Commission of West Virginia.

SECTION 3 – SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are severable, and if any clause, provision or section hereof shall be held void or unenforceable by the Public Service Commission of West Virginia or any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date hereof, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 4 – STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Town Recorder shall cause to be published a copy of this Ordinance in the *Calhoun Chronicle*, a qualified newspaper of general circulation in the Town of Grantsville, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before the Town Council on Monday, June 4, 2012, at 7:00 p.m., which date is not less than five (5) days after the date of the publication of the Ordinance and notice, and present any comment or protest thereto, following which hearing, Council shall take such action as it shall deem proper. Copies of this Ordinance shall be available to the public for inspection at the office of the Town Recorder, Town of Grantsville, Grantsville, West Virginia.

First Reading: May 7, 2012

Second Reading
and Public Hearing: June 4, 2012

TOWN OF GRANSTVILLE, a municipal corporation

Mayor: 

Recorder: 

351300.00004

Public Service Commission
Of West Virginia

201 Brooks Street, P. O. Box 812
Charleston, West Virginia 25323



Phone: (304) 340-0300
FAX: (304) 340-0325

July 26, 2012

Todd M. Swanson, Esq.
P.O. Box 1588
Charleston, West Virginia 25326

12:08 PM JUL 26 2012 PSC EXEC SEC DIV

OROW Grantsville 12A

RE: RFA 12-057/W
Water Rate Ordinance
Town of Grantsville

Dear Mr. Swanson:

As you may recall, in my June 18, 2012 letter I indicated the Town of Grantsville needed to file evidence that it properly provided post-adoption notice. You attached to a letter dated July 24, 2012, an affidavit of publication as evidence that post-adoption notice was published in the *Calhoun Chronicle* on June 14 and 21, 2012. You also attached an affidavit of public posting as evidence that the Town posted the post-adoption notice. Lastly, you attached a copy of a press release sent to the newspaper regarding the Town of Grantsville water rate increase. In my opinion, these actions substantially comply with the post-adoption notice requirements.

To my knowledge, no protest has been received during the thirty day period following the adoption of the rate ordinance. It appears that the pre-enactment and post-enactment procedures followed by the Town constitute substantial compliance with the law. By copy of this letter, I am advising the Office of the Executive Secretary to accept the Town's water rate ordinance for filing.

Sincerely,

Handwritten signature of Leslie J. Anderson in cursive.

LESLIE J. ANDERSON
Staff Attorney
West Virginia State Bar I.D. No. 5777

LJA/cs

cc: Caryn Watson Short, Director of the Legal Division
Sandra Squire, Executive Secretary
Amber Cross, Tariff Officer

*****AFFIDAVIT OF
PUBLICATION

STATE OF WEST VIRGINIA
COUNTY OF CALHOUN

I, Helen R. Morris, being first duly sworn upon my oath, do depose and say that I am publisher of *The Calhoun Chronicle/Grantsville News*, a Democratic newspaper published for at least fifty weeks during the calendar year in Grantsville, Calhoun County, West Virginia, that such newspaper is a newspaper of "general circulation" as that term is defined in Article 3, Chapter 59 of the Code of West Virginia, 1931, as amended, within the publication area, or areas, of said municipality and county and adjoining counties of Calhoun; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political nature and for current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of

PUBLICATION NOTICE

was duly published in said newspaper once a week for 1 successive week(s) (Class I), commencing with the issue of the 17th of May, 2012, and ending with the issue of the 17th of May, 2012.

The cost of publishing said annexed notice was \$33.95.

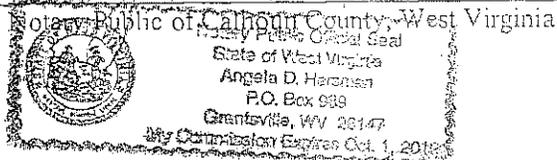
Signed

Helen R. Morris

Taken, subscribed and sworn before me in my said county on This 16th day of May, 2012.

My commission expires: October 1, 2012

Angela D. Heroman



**NOTICE OF PUBLIC HEARING ON
TOWN OF GRANTSVILLE WATER RATE ORDINANCE**

Notice is hereby given that on Monday, May 7, 2012, the Town of Grantsville, caused to be read before the Town Council, an ordinance proposing increased water rates and charges in lieu of those rates and charges contained in the Town's existing water tariff currently on file at the Public Service Commission of West Virginia for furnishing water service to customers in Calhoun County, West Virginia, and is proposing adoption of the same. The proposed ordinance is titled:

AN ORDINANCE SETTING FORTH THE RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE WATER SYSTEM OF THE TOWN OF GRANTSVILLE.

The Town Council of the Town of Grantsville will have its final reading and vote on the ordinance on Monday, June 4, 2012, at 7:00 p.m. in the Town of Grantsville, Little Courtroom, Calhoun County Courthouse, Grantsville, West Virginia. Said meeting is open to the public and all interested parties may appear at the meeting and present protests, if any, with respect to the proposed ordinance. A copy of the proposed ordinance is available for inspection at the office of the Town Recorder of the Town of Grantsville, Town Hall, Grantsville, West Virginia.

/s/ Robert Petrovsky
Recorder
Class I Legal - 1tc/5/17

STATE OF WEST VIRGINIA
PUBLICATION

STATE OF WEST VIRGINIA
COUNTY OF CALHOUN

I, Helen R. Morris, being first duly sworn upon my oath, do depose and say that I am publisher of *The Calhoun Chronicle/Grantville News*, a Democratic newspaper published for approximately 10 weeks during the calendar year in Grantsville, Calhoun County, West Virginia, that such newspaper is a newspaper of "general circulation" as that term is defined in Article 3, Chapter 59 of the Code of West Virginia, § 1-31, as amended, within the publication area, or areas, of said municipality and county and adjoining counties of Calhoun; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political nature and for current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of

PUBLICATION

was duly published in said newspaper once a week for 2 successive week(s) (Class II), commencing with the issue of the 14th of June 2012, and ending with the issue of the 21st of June, 2012.

The cost of publishing said annexed notice was \$154.31.

Signed

Taken, subscribed and sworn before me in my said county

on this 21st day of June, 2012.

My commission expires: October 1, 2012

Angela D. Hestman
Notary Public of Calhoun County, West Virginia



Grantville, WV 26147
My Commission Expires Oct. 1, 2012

PUBLIC NOTICE OF WATER RATES OF THE TOWN OF GRANTSVILLE

NOTICE is hereby given that the TOWN OF GRANTSVILLE, (the "Town") enacted an ordinance on June 4, 2012, containing increased rates and charges for providing water service to 372 customers at Grantsville and vicinity, Calhoun County, West Virginia. On December 10, 2011, the Town adopted a water rate ordinance containing increased rates. Unfortunately, the December 5, 2011, water rate ordinance did not contain the correct rates. In order to correct the inaccurate rates, the Town adopted a new water rate ordinance on June 4, 2012. The increases noted below are based on the rates found in the Town's current tariff (P.S.C.W. Va. No. 14) not the rates contained in the Town's December 2011 water rate ordinance.

The proposed increased rates and charges will become effective 45 days from the effective date of the ordinance, unless otherwise ordered by the Public Service Commission, and will produce approximately \$22,995 annually additional revenue, an increase of 5.5%. The average monthly bill for the various classes of customers will be changed as follows:

TYPE OF CUSTOMER	(\$)	INCREASE	INCREASE (%)
Residential (1,508 gallons per month)	\$ 1.53		5.5%
Resale (6,872 gallons per month)	\$ 665.38		5.5%

Resale customers of the Town include Mount Zion Public Service District and Pleasant Hill Public Service District.

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing. The Public Service Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates and charges by:

(1) Any customer aggrieved by the changed rates or charges who presents to the Public Service Commission a petition signed by not less than twenty-five percent (25%) of the customers served by the Town's waterwork system; or

(2) Any customer who is served by the Town's waterworks system and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Public Service Commission a petition alleging discrimination between customers within and without the Town's boundaries. Said petition shall be accompanied by evidence of discrimination; or

(3) Any customer or group of customers who are affected by said change in rates who reside within the Town's boundaries and who present a petition to the Public Service Commission alleging discrimination between said customer or group of customers and other customers of the Town's waterwork system. Said petition shall be accompanied by evidence of discrimination.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, Post Office Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the utility to provide any information requested concerning it, is available to all customers, prospective customers, or their agents at the Recorder's Office at the Town Hall, Grantsville, West Virginia.

A copy of the proposed rates is available for public inspection at the Office of the Executive Secretary of the Public Service Commission at 20 Brooks Street, Post Office Box 812, Charleston, West Virginia 25323.

/s/ Robert Petrovsk

Recorder
Class II Legal - 2tc/6/14-2

Teed & Associates, PLLC

Certified Public Accountants

Established 1992

Member, American Institute of Certified Public Accountants

Member, West Virginia Society of Certified Public Accountants

Member, Tennessee Society of Certified Public Accountants

James L. Teed, CPA

james_teed2000@yahoo.com

Roy A. Smith, CPA

roy@teedandassociates.com

Madeleine Vescovacci, CPA

maddy@teedandassociates.com

Jennifer S. Priddy, CPA

jennifer@teedandassociates.com

August 16, 2012

Town of Grantsville
Water Revenue Bonds, Series 2011 A
(United States Department of Agriculture)

Town of Grantsville
Grantsville, West Virginia

United States Department of Agriculture
Ripley, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges set forth in the water rate ordinance enacted by the Town of Grantsville (the "Issuer") on June 4, 2012, and projected operation and maintenance expenses and anticipated customer usage as furnished to us by A & E Associates, consulting engineers, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the waterworks system (the "System") of the Issuer, will pay all repair, operation and maintenance expenses of the System and leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Water Revenue Bonds, Series 2011 A (United States Department of Agriculture) (the "Series 2011 A Bonds"), and the Issuer's outstanding: (i) Water Revenue Bonds, Series 1999 (United States Department of Agriculture), dated November 10, 1999, issued in the original aggregate principal amount of \$400,000 (the "Series 1999 Bonds"); (ii) Water Revenue Bonds, Series 1991 (United States Department of Agriculture), dated February 27, 1991, issued in the original aggregate principal amount of \$80,000 (the "Series 1991 Bonds"); and (iii) Water Revenue Bonds, Series 1979 (United States Department of Agriculture), dated January 14, 1982, issued in the original aggregate principal amount of \$289,000 (the "Series 1979 Bonds"), (collectively, the "Prior Bonds").

It is further our opinion that the Net Revenues for the Fiscal Year following the year in which the Series 2011 A Bonds are issued will be at least 120% of the average annual debt service on the Prior Bonds and the Series 2011 A Bonds.

Very truly yours,

Teed & Associates, PLLC
TEED & ASSOCIATES, PLLC