TOWN OF LUMBERPORT

ASSUMPTION OF THE LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT SEWER REVENUE BONDS, SERIES 1997 A (WEST VIRGINIA INFRASTRUCTURE FUND)

AND RE-DESIGNATED AS

TOWN OF LUMBERPORT SEWER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND)

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537610.00002

State of West Virginia

WATER DEVELOPMENT AUTHORITY

180 Association Drive, Charleston, WV 25311-1217
(304) 558-3612 - (304) 558-0299 (Fax)
Internet: www.wvwda.org - Email: contact@wvwda.org

Date 12/14/11 Time _____ LGA Lumberport Program _____

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Emily Spradling	Water Development Authority	414-6500	414-0605	espradling@wvwda.org
Ryan White	Jackson Kelly PLLC	304 340-1283	304 340-1272	srwhite@jacksonkelly.com
John Stump	Steptoe & Johnson PLLC	304.353.8196	304.353.8181	john.stump@steptoe-johnson.com

The Authority requests that the following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name George Hagan, Mayor Telephone 304.584.4370 E-Mail N/A

Address P.O. Box 519 Lumberport WV 26386

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the NonArbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code, 1986, as amended.

TOWN OF LUMBERPORT

ASSUMPTION OF THE
LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT
SEWER REVENUE BONDS, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

AND RE-DESIGNATED AND REPLACED AS

TOWN OF LUMBERPORT
SEWER REVENUE BONDS, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

CONFORMED ORDINANCE

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CONFORMED BOND ORDINANCE

TOWN OF LUMBERPORT

ASSUMPTION OF THE
LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT
SEWER REVENUE BONDS, SERIES 1997 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

AND
RE-DESIGNATED AND REPLACED AS

TOWN OF LUMBERPORT
SEWER REVENUE BONDS, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

ORDINANCE AUTHORIZING THE ACQUISITION OF THE LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT AND THE SEWER COLLECTION AND TREATMENT SYSTEM OF THE DISTRICT; AUTHORIZING THE ASSUMPTION, RE-DESIGNATION AND REPLACEMENT OF THE LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT SEWER REVENUE BONDS, SERIES 1997 A (WEST VIRGINIA INFRASTRUCTURE FUND) BY THE TOWN OF LUMBERPORT; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE BONDHOLDERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ASSUMPTION, RE-DESIGNATION AND REPLACEMENT OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING THE ASSUMPTION OF A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is enacted pursuant to the provisions of Chapter 16, Article 13 and

Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

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

B. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Town that there be acquired from the Lumberport Area Public Service Sewer District (the "District") the existing sewer collection and treatment system of the District (collectively, the "District Assets") from the District, which District Assets constitute properties for the collection, transportation, treatment, purification, or disposal of liquid or solid wastes, residential sewage or industrial waste (the existing public sewerage system of the Town, and any further additions, betterments and improvements thereto are herein called the "District System").

C. The District has heretofore financed the acquisition and construction of public sewerage facilities consisting of installation of approximately 112,000 linear feet of eight-inch, six-inch and four-inch sewer lines, approximately 381 septic tanks and a new 128,000 GPD aerated lagoon treatment plant to serve approximately 650 customers in the Town of Lumberport and the communities of Haywood and Cambria, together with all appurtenant facilities by the issuance of its Sewer Revenue Bonds, Series 1997 A, dated October 14, 1997 issued in the original aggregate principal amount of $2,830,370 and later reduced to $2,539,002.85 (the "District Bonds").

D. The District Bonds were issued pursuant to a Resolution of the District previously adopted for such purpose (such resolution, as amended and supplemented is herein called the "District Resolution").

E. It is deemed necessary and desirable for the Town to provide for the acquisition of the District System and the assumption and re-designation of the District Bonds.

F. The District permanently financed the acquisition of the District Assets through the issuance of the District Bonds to the West Virginia Water Development Authority (the "Authority"), in connection with the West Virginia Infrastructure Fund (the "Infrastructure Fund"), which the Authority administers pursuant to the Act on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council").

G. It is deemed necessary for the Town to assume the District Bonds and re-designate and replace as the Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), in the original aggregate principal amount not to exceed $2,539,002.85 (the "Series 2011 A Bonds"), as consideration for acquisition of the District Assets.

H. The period of usefulness of the District System after assumption of the District Bonds is not less than 26 years.

I. It is in the best interests of the Town that the Series 2011 A Bonds continue to be held by the Authority pursuant to the terms and provisions of a loan agreement by and between the District and the Authority on behalf of the Council, in a form satisfactory to the respective parties (the "Loan Agreement"), which Loan Agreement will be assumed by the Town contemporaneously with the acquisition of the District Assets and the assumption of the District Bonds, and which assumption is specifically approved hereby if not previously approved by resolution of the Town.

J. Prior to the assumption of the District Bonds, the Town will obtain a certificate of an Independent Certified Public Accountant stating that the coverage tests of the Series 2011 A Bonds are met. There are no outstanding obligations of the Town which will rank on a parity with the Series 2011 A Bonds as to liens, pledge, source of and security for payment.

K. The estimated Net Revenues to be derived in each year after completion of the acquisition of the District Assets and assumption, re-designation and replacement of the District Bonds with the Series 2011 A Bonds from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of the Bonds (as hereinafter defined) and to make all payments into all funds, accounts and other payments provided for herein.

L. Pursuant to the Act, the Town has heretofore established a Sanitary Board and the Sanitary Board has petitioned the Governing Body to assume the District Bonds for the purposes set forth herein.

M. The Town has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition of the District Assets and the System and assumption and re-designation of the District Bonds, or will have so complied prior to assumption and re-designation of the District Bonds, including, among other things and without limitation, the approval of the acquisition of the District Assets and the assumption and re-designation of the District Bonds by the Public Service Commission of West Virginia.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2011 A Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the 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 Bondholders of any and all of such Series 2011 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Authority" means the West Virginia Water Development Authority, which is the original purchaser and Registered Owner of the Series 2011 A Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority.

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

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

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

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

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

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

"Closing Date" means the date upon which the District Assets are transferred to the Town and the District Bonds are assumed, re-designated and replaced by the Town.

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

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

"Consulting Engineers" means any qualified engineer or firm of engineers, licensed by the State, that shall at any time hereafter be procured by the Town as Consulting

Engineers for the System, or portion thereof, in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended; provided however, that the Consulting Engineers shall not be a regular, full-time employee of the State or any of its agencies, commissions, or political subdivisions.

"Council" means the West Virginia Infrastructure and Jobs Development Council or any successor thereto.

"Depository Bank" means the bank designated as such by resolution of the Town.

"District" means the Lumberport Area Public Service Sewer District.

"District Assets" means all assets of the District, including all property, real or personal, tangible or intangible, which is part of the sewerage treatment and collection and transportation system of the District.

"District Bonds" means the Lumberport Area Public Service Sewer District Sewer Revenue Bonds, Series 1997 A (West Virginia Infrastructure Fund), in the original aggregate principal amount of $2,830,370 and later reduced to $2,539,002.85.

"District Resolution" means the resolution dated October 8, 1997, as supplemented by supplemental resolution dated October 8, 1997, of the District authorizing the District Bonds.

"District System" means the complete existing public sewerage system of the District, as presently existing in its entirety or any integral part thereof, and shall include any further extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the System from any sources whatsoever.

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

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

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

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

"Gross Revenues" means 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.

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

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

"Loan Agreement" means the loan agreement heretofore entered into by and between the District and the Authority, on behalf of the Council, providing for the purchase of the District Bonds from the District by the Authority, which loan agreement shall be assumed by the Town contemporaneously with the acquisition of the District Assets and the assumption of and re-designation of the District Bonds by the Town, which is hereby approved and the assumption by the Town authorized and directed.

"Mayor" means the Mayor of the Town.

"Net Proceeds" means the face amount of the Series 2011 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2011 A Bonds Reserve Account.

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

"Operating Expenses" means the 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.

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

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

"Paying Agent" means the Commission or such other entity or authority as may be designated as a Paying Agent by the Town in the Supplemental Resolution with the written consent of the Authority and the Council.

"Qualified Investments" means and includes the following:

(a) Government Obligations;

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

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

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

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

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

(g) Repurchase agreements or similar banking arrangements, fully secured by investments of the types described in paragraphs (a) through (e) above or fully insured by the FDIC, with member banks of the Federal Reserve system or 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, including, without limitation, authorized pools of investments operated by such State Board of Investments; and

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

"Recorder", means the Recorder of the Town.

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

"Registrar" means the Bond Registrar.

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

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

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

"Series 2011 A Bonds" means the Town's Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), of the District, which is authorized by this Ordinance to be assumed and re-designated by the Town.

"Series 2011 A Bonds Reserve Account" means the Series 2011 A Bonds Reserve Account established by the District Resolution which is authorized by this Ordinance to be assumed and re-designated by the Town pursuant to Section 5.01 herein.

"Series 2011 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest, if any, which will become due on the Series 2011 A Bonds in the then current year; provided however, that as debt service

increases, the Series 2011 A Bonds Reserve Requirement shall increase to reflect the maximum amount of principal and interest, if any, in the then current year.

"Series 2011 A Bonds Sinking Fund" means the Series 2011 A Bonds Sinking Fund established by the District Resolution which is authorized by this Ordinance to be assumed and re-designated by the Town pursuant to Section 5.01 herein.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Town supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the assumption, re-designation and replacement of the District Bonds by 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.

"Surplus Revenues" means the Gross Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds or any other obligations of the Town, including, without limitation, the Sinking Funds, the Reserve Accounts and the Renewal and Replacement Fund.

"System" means the District Assets and the complete existing public sewerage system of the Town, as presently existing in its entirety or any integral part thereof, and shall include any further extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the System from any sources whatsoever.

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

"Town" means the Town of Lumberport, a municipal corporation and political subdivision of the State of West Virginia, in Harrison County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Town.

"West Virginia Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Chapter 31, Article 15A, Section 9 of the West Virginia Code of 1931, as amended and in effect on the date of adoption hereof.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF THE DISTRICT ASSETS AND THE ASSUMPTION AND RE-DESIGNATION OF THE DISTRICT BONDS

Section 2.01. Authorization of Acquisition of the District Assets. There is hereby authorized and ordered the acquisition of the District Assets pursuant to the terms of a Transfer Agreement by and between the Town and the District.

Section 2.02. Authorization of Assumption and Re-Designation of the District Bonds. There is hereby authorized and ordered the assumption by the Town in full of the entire outstanding principal of the District Bonds on the Closing Date. The Town also authorizes the re-designation and replacement of the District Bonds as the Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund).

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ASSUMPTION OF DISTRICT BONDS; AUTHORIZATION OF ASSUMPTION OF LOAN AGREEMENT

Section 3.01. Authorization of Assumption of District Bonds. For the purposes of serving as consideration for the District Assets, the Town hereby authorizes the assumption of the District Bonds and the substitution of a new bond of the Town for the District Bonds.

The District Bonds shall be assumed as one series of bonds and re-designated as the "Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund".

Section 3.02. Terms of Bonds. The Series 2011 A Bonds shall be assumed in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as specifically provided in the Loan Agreement. The Series 2011 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America.

Unless otherwise provided by the Supplemental Resolution, the Series 2011 A Bonds shall initially be in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2011 A Bonds shall be exchangeable at the option and

expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

Section 3.03. Execution of Bonds. The Series 2011 A Bonds shall be executed in the name of the Town by the Mayor, and the seal of the Town shall be affixed thereto or imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 2011 A Bonds shall cease to be such officer of the Town before the Series 2011 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2011 A Bonds may be signed and sealed on behalf of the Town by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Town, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2011 A Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2011 A Bonds shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2011 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2011 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2011 A Bonds remain outstanding, the Town, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of such Bonds.

The registered Series 2011 A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of

transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging or transferring the registered Series 2011 A Bonds are exercised, all Series 2011 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2011 A Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2011 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Town. The Bond Registrar shall not be obliged to make any such exchange or transfer of any Series 2011 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2011 A Bonds or, in the case of any proposed redemption of such Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2011 A Bonds shall become mutilated or be destroyed, stolen or lost, the Town may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Town, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Town may prescribe and paying such expenses as the Town and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar 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 lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Town. The Series 2011 A Bonds shall not, in any event, be or constitute an indebtedness of the Town within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2011 A Bonds shall ever have the right to compel the exercise of the taxing power of the Town to pay the Series 2011 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues. The payment of the debt service on the Series 2011 A Bonds shall be secured by a first lien on the Net Revenues derived from the System. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Town shall execute and deliver as substitute the Series 2011 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2011 A Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2011 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Town, signed by an Authorized Officer, to authenticate and deliver the Series 2011 A Bonds to the original purchasers;

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

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2011 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2011 A Bonds shall be in substantially the following forms, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the assumption and re-designation thereof:

[Remainder of Page Intentionally Blank]

(FORM OF SERIES 2011 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF LUMBERPORT
SEWER REVENUE BONDS, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

Replacement bond
for
Lumberport Area Public Service District
Sewer Revenue Bonds, Series 1997
(West Virginia Infrastructure Fund)

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That on the ___ day of December, 2011, the TOWN OF LUMBERPORT, a municipal corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Town"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____, 20___ to and including September 1, 2037, as set forth on the "Debt Service Schedule" attached as EXHIBIT A hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Lumberport Area Public Service Sewer District (the "District") and the Authority, on behalf of the Council, dated October 14, 1997 and assumed by the Town on _____, 2011.

The Town has assumed the District's Sewer Revenue Bonds, Series 1997 A (West Virginia Infrastructure Fund), dated October 14, 1997, issued in the original aggregate principal amount of $$2,830,370 (the "District Bonds") and the Town redesignated and replaced the District Bonds as the "Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund)". The District Bonds are assumed, re-designated and

replaced under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Town on _____, 2011, and a Supplemental Resolution duly adopted by the Town on _____, 2011 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE NO OUTSTANDING OBLIGATIONS OF THE TOWN WHICH WILL RANK ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, and from monies in the Reserve Account created or assumed under the Bond Legislation for the Series 2011 A Bonds (the "Series 2011 A Bonds Reserve Account"), and unexpended proceeds of the Series 2011 A Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Town within the meaning of any constitutional or statutory provisions or limitations, nor shall the Town be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2011 A Bonds Reserve Account and unexpended proceeds of the Series 2011 A Bonds. Pursuant to the Bond Legislation, the Town has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenue on a parity with the Series 2011 A Bonds; provided however, that, so long as there exists in the Series 2011 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Series 2011 A Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior and subordinate to the Series 2011 A Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Town has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the TOWN OF LUMBERPORT has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Mayor

ATTEST:

_____
Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2011 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2011.

THE HUNTINGTON NATIONAL BANK
as Registrar

_____
Authorized Officer

EXHIBIT A

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: _____, 20____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The District Bonds were sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. The Loan Agreement, including all schedules and exhibits attached thereto, as assumed by the Town are hereby approved and incorporated in this Bond Legislation.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

(1) Revenue Fund (established by the District Resolution and hereby re-designated as Town of Lumberport Revenue Fund); and

(2) Renewal and Replacement Fun (established by the District Resolution and hereby re-designated as Town of Lumberport Renewal and Replacement Fund).

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby redsignated with and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Town and from each other:

(1) Series 2011 A Bonds Sinking Fund (established by the District Resolution as Series 1997 Bonds Sinking Fund and hereby assumed and renamed); and

(2) Series 2011 A Bonds Reserve Account (established by the District Resolution as Series 1997 A Bonds Reserve Account and hereby assumed and renamed)

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System and all parts thereof shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Town and the Depository Bank and used only for the purposes and in the

manner provided in this Bond Legislation. All monies in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Town shall first, each month, transfer from the Revenue Fund an amount sufficient to pay the current Operating Expenses of the System.

(2) The Town shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for payment of principal of the Series 2011 A Bonds, for deposit in the Series 2011 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and come due on the Series 2011 A Bonds on the next ensuing quarterly principal payment date.

(3) The Town shall next each month, transfer from the Revenue Fund and remit to the Commission, if not fully funded, for deposit in the Series 2011 A Bonds Reserve Account, an amount equal to 1/120th of 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.

(4) The Town shall next each month, transfer from the Revenue Fund and remit to the Depository Bank, for deposit in the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Town 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 Account (except to the extent such deficiency exists because the required payments into such accounts have not, as of the date of determination of a deficiency, funded such accounts to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

Monies in the Series 2011 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2011 A Bonds, as the same shall become due. Monies in the Series 2011 A Bonds Reserve Account shall be used only for the purposes of paying principal of and interest, if any, on the Series 2011 A Bonds, as the same shall come due, when other monies in the Series 2011 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2011 A Bonds Sinking Fund and the Series 2011 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Town, and such amounts shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2011 A Bonds, if any, and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2011 A Bonds Reserve Account which result in a reduction in the balance of such accounts to below the Series 2011 A Bonds Reserve Requirements thereof, shall be restored from the first Net Revenues available after all required payments have been made in full in the order set forth above, all on a pro rata basis.

As and when additional Bonds ranking on a parity with the Series 2011 A Bonds are issued, provision shall be made for additional payments into the respective sinking fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve account in an amount equal to the requirement thereof.

The Town shall not be required to make any further payments into the Series 2011 A Bonds Sinking Fund or the Series 2011 A Bonds Reserve Account, when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the Series 2011 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue, if any, until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2011 A Bonds Sinking Fund and the Series 2011 A Bonds Reserve Account, created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Town at the times provided herein. All remittances made by the Town to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Town shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2011 A Bonds Sinking Fund and the Series 2011 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2011 A Bonds Sinking Fund and the Series 2011 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2011 A Bonds under the conditions and restrictions set forth herein.

B. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such

other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

C. The Town shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest, if any, and reserve payments with respect to the Series 2011 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation.

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

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

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

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

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

ARTICLE VI

RESERVED

ARTICLE VII

ADDITIONAL COVENANTS OF THE TOWN

Section 7.01. General Covenants of the Town. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Town and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2011 A Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Town hereby covenants and agrees with the Holders of the Series 2011 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2011 A Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Town. The Series 2011 A Bonds shall not be nor constitute an indebtedness of the Town within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2011 A Bonds shall ever have the right to compel the exercise of the taxing power of the Town to pay the Series 2011 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues. The payment of the debt service on the Series 2011 A Bonds issued hereunder shall be secured by a first lien on the Net Revenues derived from the System. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Rates and Charges. The Town has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the Town enacted May 2, 2011, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2011 A Bonds are outstanding, the Town covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2011 A Bonds shall prove to be insufficient to produce the amounts required by this Bond Legislation and the Loan Agreement, the Town hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such

schedule of rates and charges and take all such actions necessary to provide funds sufficient to produce the amounts required by this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Series 2011 A Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the Council, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding, in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall immediately be remitted to the Commission for deposit in the Series 2011 A Bonds Sinking Fund, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Town shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2011 A Bonds in accordance with Article X hereof. Any balance remaining after the payment of the Bonds and interest, if any, thereon shall be remitted to the Town by the Commission unless necessary for the payment of other obligations of the Town payable out of the revenues of the System.

The foregoing provision notwithstanding, the Town shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Town shall, by resolution, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Town shall first, determine, upon consultation with a professional engineer, that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amount required to be paid into such account by other provisions of this Bond Legislation.

No sale, lease or other disposition of the properties of the System shall be made by the Town if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of the Bonds then Outstanding. The Town shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.07 hereof, the Town shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2011 A Bonds. All obligations issued by the Town after the assumption and re-designation of the Series 2011 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2011 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Town shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2011 A Bonds, and the interest, if any, thereon, upon any of the income and revenues of the System pledged for payment of the Series 2011 A Bonds and the interest, if any, thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. No additional Parity Bonds, payable out of the revenues of the System, shall be issued after the assumption and re-designation of the Series 2011 A Bonds pursuant to this Ordinance, without the prior written consent of the Authority and the Council and without complying with the conditions and requirements herein provided.

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

No Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Recorder a written statement by Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustment 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 additional Parity Bonds, plus the estimated average increased annual Net Revenues 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 be not 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 additional Parity Bonds theretofore issued pursuant to the provisions contained in the Prior Ordinance and this Bond Legislation then Outstanding; and

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

The "estimated average increased annual Net Revenues 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 Town, the time for appeal of which shall have expired (without successful appeal) prior to the date of 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 Recorder 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, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Town, the time for appeal of which has expired (without successful appeal) prior to the issuance of such Parity Bonds.

All covenants and other provisions of this Ordinance (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. Bonds issued on a parity, 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 of one series over any other Bond of the same series. The Town shall comply fully with all the increased payments into the various funds and accounts created in this Ordinance required for and on account of such Parity Bonds, in addition to the payments required for the Bonds theretofore issued pursuant to this Ordinance.

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

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

Section 7.08. Books; Records and Audit. The Town shall permit the Authority and the Council, or their agents and representatives, to inspect all books, documents, papers and records relating to the System at all reasonable times for the purpose of audit and examination. The Town shall submit to the Authority and the Council such documents and information as they may reasonably require in connection with the operation and maintenance of the System.

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

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 issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the Town relating thereto.

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

The Town shall file with the Authority and the Council, or any other original purchaser of the Series 2011 A Bonds and shall mail in each year to any Holder or Holders of the Series 2011 A Bonds, requesting the same, an annual report containing the following:

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

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

(C) The amount of any Bonds, notes or other obligations outstanding.

The Town shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and, to the extent legally required, in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2011 A Bonds and shall submit the report to the Authority and the Council or any other original purchaser of the Series 2011 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that the Town is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Town's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Loan Agreement and the Act, the Town has acquired, or shall do all things necessary to acquire, the District System. All real estate and interests in real estate and all personal property of the System shall at all times be and remain the property of the Town.

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

Section 7.09. Rates. Prior to the assumption and re-designation of the Series 2011 A Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Recorder of the Town, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Net Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Town hereby covenants and agrees that the schedule or schedules of rates or charges from time to time in effect shall be sufficient, (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2011 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Series 2011 A Bonds; provided that, in the event that, an amount equal to or in excess of the Reserve Requirement is on deposit in the Reserve Accounts and any reserve accounts for obligations on a parity with the Series 2011 A Bonds are funded at least at the requirement therefor, such sum need only equal 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2011 A Bonds, and all other

obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Series 2011 A Bonds.

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

Section 7.11. Engineering Services and Operating Personnel. The Town shall employ qualified operating personnel properly certified by the State to operate the System during the entire term of the Loan Agreement.

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of

the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid when due, shall become a lien on the premises served by the System. The Town further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System, and any services and facilities of the water system, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.14. No Free Services. The Town will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Town, or any department, agency, instrumentality, officer or employee of either shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Town and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance.

A. The Town hereby covenants and agrees that so long as the Series 2011 A Bonds remain Outstanding, the Town will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Town will also carry and maintain insurance to the extent available against the risks and hazards of war. In the event of any damage to or destruction of any portion of the System, the proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund.

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

Town from claims arising out of operation or ownership of motor vehicles of or for the System.

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

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

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

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

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

Any such house, dwelling or building from which emanates sewage or water-borne waste matter and which is not so connected with the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the

Town and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

Section 7.17. Operation and Maintenance; Permits and Orders. The Town will operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Town will obtain all permits required by state and federal laws, all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the operation of the System and all approvals of assumption, redesignation and replacement of the District Bonds with the Series 2011 A Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the Town shall supply an opinion of counsel to such effect.

Section 7.18. Compliance with the Loan Agreement and the Law. The Town shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Town will provide the Council with copies of all documents submitted to the Authority. The Town also agrees to comply with all applicable laws, rules and regulations issued by the Authority, the Council or other state, federal or local bodies in regard to the operation, maintenance and use of the System.

The Town shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia.

Section 7.19. [RESERVED].

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

Section 7.21. [RESERVED].

Section 7.22. Statutory Mortgage Lien. For the further protection of the Holders 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, shall take effect immediately upon delivery of the Series 2011 A Bonds.

ARTICLE VIII

INVESTMENT OF FUNDS

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Town, at least once each year, or more often as reasonably requested by the Town, a summary of such funds, accounts and investment earnings. The Town shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2011 A Bonds are Outstanding and as long thereafter as necessary to comply with the Code and to assure the exclusion of interest, if any, on the Series 2011 A Bonds from gross income for federal income tax purposes.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2011 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on any Series 2011 A Bonds; or

(2) If default occurs in the Town's observance of any of the covenants, agreements or conditions relating to the Series 2011 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2011 A Bonds, and such default shall have continued for a period of 30 days after the Town shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

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

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner or Holder 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 or Bondholders including the right to require the Town to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Town to account as if it were the trustee of an express trust for the Registered Owners or Bondholders of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Town under the Bond Legislation and the Act, and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System on behalf of the Town, 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 Town exercise all the rights and powers of the Town with respect to said facilities as the Town itself might do.

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 Town 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 herein above 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 Town and for the joint protection and benefit of the Town 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 possession, operation and maintenance of the System for the sole purpose of the protection of both the Town and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of said System shall remain in the Town, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Series 2011 A Bonds. If the Town shall pay, or there shall otherwise be paid, to the Registered Owners of the Series 2011 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Town to the Registered Owners of the Series 2011 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2011 A Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to assumption and re-designation of the Series 2011 A Bonds, this Ordinance may be amended

or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2011 A Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2011 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 2011 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2011 A Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Town to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2011 A Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest, if any, on the Series 2011 A Bonds from gross income of the holders thereof.

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

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2011 A Bonds.

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

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

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

Section 11.07. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in *The Exponent Telegram*, a newspaper of general circulation in the Town of Lumberport, no newspaper being published therein, together with a notice stating that this Ordinance has been adopted and that the Town contemplates the issuance of the Series 2011 A Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

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Section 11.08. Effective Date. This Ordinance shall take effect immediately following public hearing hereon.

Passed on First Reading: August 1, 2011

Passed on Second Reading: August 8, 2011

Passed on Final Reading Following Public Hearing: October 3, 2011

Mayor

CERTIFICATION

Certified a true copy of a Conformed Ordinance duly enacted by the Governing Body of the TOWN OF LUMBERPORT on the 3rd day of October, 2011 and supplemented by Supplemental Resolution on December 5, 2011.

Dated: December 15, 2011.

[SEAL]

Recorder

TOWN OF LUMBERPORT

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND) OF THE TOWN OF LUMBERPORT; APPROVING AND RATIFYING THE ASSUMPTION OF A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE ASSUMPTION, REDESIGNATION, RPLACEMENT AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; APPROVING A CONFORMED ORDINANCE; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Town council (the "Governing Body") of the Town of Lumberport (the "Town" or "Governmental Agency") has duly and officially adopted and enacted a bond ordinance, effective October 3, 2011 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION OF THE LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT AND THE SEWER COLLECTION AND TREATMENT SYSTEM OF THE DISTRICT; AUTHORIZING THE ASSUMPTION AND RE-DESIGNATION OF THE LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT'S SEWER REVENUE BONDS, SERIES 1997 A (WEST VIRGINIA INFRASTRUCTURE FUND) BY THE TOWN OF LUMBERPORT; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE BONDHOLDERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ASSUMPTION AND RE-DESIGNATION OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING THE DISTRICT LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Issuer desires to amend the Bond Ordinance though this Supplemental Resolution and Conformed Ordinance (collectively, the "Bond Legislation")

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

WHEREAS, the Bond Ordinance provides for the assumption of the Lumberport Area Public Service Sewer District Sewer Revenue Bonds, Series 1997 A (West Virginia Infrastructure Fund), dated October 14, 1997, issued in the original aggregate principal amount of $2,830,370 (the "District Bonds") and re-designation and replacement as the Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) in an aggregate principal amount not to exceed 2,539,002.85 (the "Series 2011 A Bonds");

WHEREAS, on the Closing Date, an amount of $1,755,149.51 is outstanding on the District Bonds.

WHEREAS, the Bond Ordinance has authorized the assumption of a loan agreement relating to the Series 2011 A Bonds, by and between the District and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), including all schedules and exhibits attached thereto, by and among the Town and the Authority (the "Loan Agreement"), all in accordance with Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Series Town A Bonds should be established by a supplemental resolution pertaining to the Series Town A Bonds; and that other matters relating to the Series Town A Bonds be herein provided for;

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

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be assumed by the Town, that the exact principal amount, the dates, the maturity date, the redemption provisions, the interest rates, if any, the interest and principal payment dates of the Series 2011 A Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2011 A Bonds be herein provided for;

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

Section 1. The Issuer hereby approves the Conformed Bond Ordinance attached hereto as Exhibit A.

Section 2. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered the assumption of the District Bonds and replacement with the Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), originally represented by a single Bond, numbered AR-1, in the original aggregate principal amount of $1,755,149.51 which is the principal amount outstanding on the District Bonds. The Series 2011 A Bonds shall be dated December 15, 2011, shall finally mature on September 1, 2037 and shall bear no interest. The principal of the Series 2011 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2012 to and including September 1, 2037 and in the amounts as set forth in Exhibit B of the Series 2011 A Bonds. The Series 2011 A Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Series 2011 A Bonds.

Section 3. All other provisions relating to the Series 2011 A Bonds and the text of the Series 2011 A Bonds shall be in substantially the forms provided in the Bond Ordinance.

Section 4. The Town does hereby authorize, approve, ratify and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the performance of the obligations contained therein, on behalf of the Town, are hereby authorized, directed, ratified and approved. The Town hereby affirms all covenants and representations made in the Loan Agreement and in the applications to the Council, and the Authority.

Section 5. The Town does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2011 A Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2011 A Bonds, by and between the Town and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Town, are hereby authorized, approved and directed.

Section 6. The Town does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2011 A Bonds under the Bond Ordinance.

Section 7. The District's Series 1997 A Bonds Sinking Fund is hereby assumed by the Town and renamed as the Series 2011 A Bonds Sinking Fund.

Section 8. The District's Series 1997 A Bonds Reserve Account is hereby assumed by the Town and renamed as the Series 2011 A Bonds Reserve Account. The

Series 2011 Bonds Reserve Account Requirement is $68,162. Any amount in the Series 2011 A Bonds Reserve Account in excess of the Series 2011 Bonds Reserve Account Requirement shall be disbursed by the Commission to the Town.

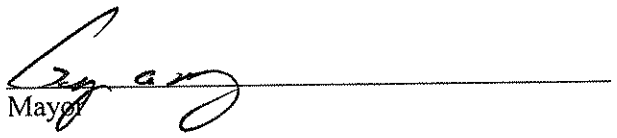
Section 9. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Series 2011 A Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2011 A Bonds may be delivered on or about December 15, 2011, to the Authority.

Section 10. The assumption of the District Bonds is in the public interest, serves a public purpose of the Town and will promote the health, welfare and safety of the residents of the Town.

Section 11. This Supplemental Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

Adopted this 5th day of December, 2011.



Mayor

CERTIFICATION

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

Dated: December 15, 2011.

[SEAL]

Sherry L. Elkins
Recorder

537610.00002

Exhibit A

Conformed Bond Ordinance
(See Tab 1 of Transcript)

IC/WDA-1
(July 1996)

LOAN AGREEMENT

THIS LOAN AGREEMENT, Made and entered into in several counterparts, by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), acting on behalf of the WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL (the "Council") and the governmental agency designated below (the "Governmental Agency");

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT
(Governmental Agency)

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 31, Article 15A, of the Code of West Virginia, 1931, as amended (the "Act"), the Authority is empowered upon request of the Council to make loans to governmental agencies for the acquisition or construction of projects by such governmental agencies, subject to such provisions and limitations as are contained in the Act;

WHEREAS, the Governmental Agency constitutes a governmental agency as defined by the Act;

WHEREAS, the Governmental Agency is authorized and empowered by the statutes of the State to construct, operate and improve a project, as defined by the Act, and to finance the cost of constructing or acquiring the same by borrowing money to be evidenced by revenue bonds issued by the Governmental Agency;

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

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

WHEREAS, having reviewed the Application and made all findings required by the Act and having available sufficient funds therefor, the Council has authorized the Authority to lend the Governmental Agency the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Governmental Agency with money in the Infrastructure Fund subject to the Governmental Agency's satisfaction of certain legal and other requirements of the Council's loan program (the "Program") as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Governmental Agency and the Authority hereby agree as follows:

ARTICLE I

Definitions

1.1 Except where the context clearly indicates otherwise, the terms "Authority," "cost," "governmental agency," "project," "waste water facility" and "water facility" have the definitions and meanings ascribed to them in the Act.

1.2 "Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser of the Bonds, acting in its administrative capacity pursuant to Section 10 of the Council Act and upon authorization from the Council.

1.3 "Consulting Engineers" means the professional engineer, licensed by the State, who shall not be a regular, full-time employee of the State or any of its agencies, commissions or political sub-divisions, and designated in the Application and any qualified successor thereto; provided, however, when a Loan is made for a Project financed, in part, by the Office of Abandoned Mine Lands, "Consulting Engineers" shall mean the West Virginia Division of Environmental Protection, or any successor thereto.

1.4 "Infrastructure Fund" means the West Virginia Infrastructure Fund established in accordance with Section 9 of the Act.

1.5 "Loan" means the loan to be made by the Authority to the Governmental Agency through the purchase of Local Bonds, as hereinafter defined, pursuant to this Loan Agreement.

1.6 "Local Act" means the official action of the Governmental Agency required by Section 4.1 hereof, authorizing the Local Bonds.

1.7 "Local Bonds" means the revenue bonds to be issued by the Governmental Agency pursuant to the provisions of the Local Statute, as hereinafter defined, to evidence the Loan and to be purchased by the Authority, all in accordance with the provisions of this Loan Agreement.

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

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

1.10 "Project" means the project hereinabove referred to, to be constructed or being constructed by the Governmental Agency in whole or in part with the net proceeds of the Local Bonds.

1.11 "System" means the project owned by the Governmental Agency, of which the Project constitutes all or to which the Project constitutes an improvement, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

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

ARTICLE II

The Project and the System

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

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

2.3 All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Governmental Agency, subject to any mortgage lien or

other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property or any interest therein is approved by the Authority and Council.

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

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

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

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

2.8 The Governmental Agency shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority. Until the Project facilities are completed and accepted by the Governmental Agency, the Governmental Agency or (at the option of the Governmental Agency) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor and

all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Governmental Agency on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds is outstanding. Prior to commencing operation of the Project, the Governmental Agency must also obtain, and maintain so long as any of the Local Bonds is outstanding, business interruption insurance if available at a reasonable cost.

2.9 The Governmental Agency shall provide and maintain competent and adequate resident engineering services satisfactory to the Council and the Authority covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such resident engineer shall certify to the Authority and the Governmental Agency at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

2.10 The Governmental Agency agrees that it will at all times provide operation and maintenance of the System to comply with any and all State and federal standards. The Governmental Agency agrees that qualified operating personnel properly certified by the State will be retained to operate the System during the entire term of this Loan Agreement.

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

2.12 The Governmental Agency, commencing on the date contracts are executed for the construction of the Project and for two years following the completion of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward a copy by the 15th of each month to the Authority and Council.

ARTICLE III

Conditions to Loan;
Issuance of Local Bonds

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

(a) The Governmental Agency shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this Loan Agreement;

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

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

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

(e) The Governmental Agency shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") necessary for the construction of the Project and operation of the System with all requisite appeal periods having expired without successful appeal, and the Authority shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

(f) The Governmental Agency shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, and the Authority shall have received an opinion of counsel to the Governmental Agency, which may be local

counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

(g) The Governmental Agency shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project) with all requisite appeal periods having expired without successful appeal, and the Authority shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

(h) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof, and the Authority shall have received a certificate of the accountant for the Governmental Agency, or such other person or firm experienced in the finances of governmental agencies and satisfactory to the Authority, to such effect; and

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

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

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

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Governmental Agency by written notice to the

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

3.5 The Governmental Agency understands and acknowledges that it is one of several governmental agencies which have applied to the Council for loans to finance projects and that the obligation of the Authority to make any such loan is subject to the Council's authorization and the Governmental Agency's fulfilling all of the terms and conditions of this Loan Agreement on or prior to the Date of Loan Closing. The Governmental Agency specifically recognizes that the Authority will not purchase the Local Bonds unless and until it has available in the Infrastructure Fund funds sufficient to purchase all the Local Bonds and that, prior to such execution, the Authority may commit to and purchase the revenue bonds of other governmental agencies for which it has sufficient funds available.

ARTICLE IV

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

4.1 The Governmental Agency shall, as one of the conditions of the Authority to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Governmental Agency in accordance with the Local Statute, which shall, as enacted, contain provisions and covenants in substantially the form as follows, unless the specific provision or covenant is modified or waived by the Council:

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

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule

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

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

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

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

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by the gross or net revenues from the System, as more fully set forth in Schedules X and Y attached hereto;

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

amount required in any year for debt service on the Local Bonds and any such prior or parity obligations;

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

(iv) That, except as otherwise required by State law or with the written consent of the Council and the Authority, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Local Bonds outstanding, with further restrictions on the disposition of portions of the System as are normally contained in such covenants;

(v) That the Governmental Agency shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected revenues from rate increases and the improvements to be financed by such parity bonds, based upon the rates, Operating Expenses and customer usage on the date of closing, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on all Local Bonds and parity bonds theretofore and then being issued and on any obligations secured by a lien on or payable from the revenues of the System prior to the Local Bonds; provided, however, that additional parity bonds may be issued to complete the Project, as described in the Application as of the date hereof, without regard to the foregoing;

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

(vii) That the Governmental Agency will not render any free services of the System;

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

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

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

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

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

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

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

(xv) That, as long as the Authority is the owner of any of the Local Bonds, the Governmental Agency may not redeem any Local Bonds by it without the written consent of the Authority and the Council and otherwise in compliance with this Loan Agreement;

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

(xvii) That the Governmental Agency shall take any and all action, or shall refrain from taking any action, as shall be deemed necessary by the Authority to maintain the exclusion from gross income for Federal income tax purposes of interest on the State's general obligation bonds or any bonds secured by the Local Bonds;

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

(xix) To the extent applicable, that the Governmental Agency shall, to the full extent permitted by applicable law and the rules and regulations of the West Virginia Public Service Commission, terminate the services of any water facility owned by it to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore the services of the water facility until all delinquent charges for the services of the System have been fully paid or, if the water facility is not owned by the Governmental Agency, then the Governmental Agency shall enter into a termination agreement with the water provider; and

(xx) That the Governmental Agency shall furnish to the Authority such information with respect to earnings on all funds constituting "gross proceeds" of the Local Bonds (as that term is defined in the Code) from time to time as the Authority may request.

(xxi) That the Governmental Agency shall submit all proposed change orders to the Council for written approval. The Governmental Agency shall obtain the written approval of the Council before expending any proceeds of the Local Bonds held in "contingency" as set forth in the final Schedule B. The Governmental Agency shall obtain the written approval of the Council before expending any proceeds of the Local Bonds available due to bid/construction/project underruns.

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

4.2 The Loan shall be secured by the pledge and assignment by the Governmental Agency, as effected by the Local Act, of the fees, charges and other revenues of the Governmental Agency from the System as further set forth by and subject only to such

reservations and exceptions as are described in Schedules X and Y hereto or are otherwise expressly permitted in writing by the Authority and the Council.

4.3 The principal of the Loan shall be repaid by the Governmental Agency on the days and in the years provided in Schedule X hereto. Interest payments on the Loan shall be made by the Governmental Agency on a quarterly basis as provided in said Schedule X.

4.4 The Loan shall bear interest from the date of first payment at the rate or rates per annum set forth on Schedule X hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

4.5 The Local Bonds shall be delivered to the Authority in fully registered form, transferable and exchangeable as provided in the Local Act at the expense of the Governmental Agency. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series, as reflected by Schedule X hereto.

4.6 The Governmental Agency agrees to expend the net proceeds of the Local Bonds for the Project within 3 years of the issuance of the State's general obligation bonds unless otherwise agreed to by the Council.

ARTICLE V

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

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

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

5.3 In the event the Governmental Agency defaults in the payment of any fees due to the Authority pursuant to Section 4.6 hereof, the amount of such default shall bear interest at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

5.4 The Governmental Agency hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Governmental Agency, the Authority may exercise any or all of the rights and powers granted under the Act and State law, including without limitation the right to an appointment of a receiver.

ARTICLE VI

Other Agreements of the Governmental Agency

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

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

6.3 Notwithstanding Section 6.2, the Authority may at any time, in its sole discretion, cause the rebate calculations prepared by or on behalf of the Governmental Agency to be monitored or cause the rebate calculations for the Governmental Agency to be prepared, in either case at the expense of the Governmental Agency.

6.4 The Governmental Agency hereby agrees to give the Authority prior written notice of the issuance by it of any other obligations to be used for the Project, payable

from the revenues of the System or from any grants for the Project or otherwise related to the Project or the System.

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

ARTICLE VII

Miscellaneous

7.1 Additional definitions, additional terms and provisions of the Loan and additional covenants and agreements of the Governmental Agency may be set forth in Schedule Z attached hereto and incorporated herein by reference, with the same effect as if contained in the text of this Loan Agreement.

7.2 The Authority shall take all actions required by the Council in making and enforcing this Loan Agreement.

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

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

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

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

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

7.8 This Loan Agreement shall terminate upon the earlier of:

(i) the end of ninety (90) days after the date of execution hereof by the Authority if the Governmental Agency has failed to deliver the Local Bonds to the Authority;

(ii) termination by the Authority pursuant to Section 6.1 hereof; or

(iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Governmental Agency to the Authority, acting on behalf of the Council.

7.9 The Authority acknowledges that certain terms and requirements in this Loan Agreement may not be applicable when the Project is financed in part by the West Virginia Division of Environmental Protection, Office of Abandoned Mine Lands and under that circumstance those terms and requirements are specifically waived or modified as agreed to by the Authority and set forth in the Local Act.

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

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT

(SEAL)

By: _____
Its: Chairperson

Attest:

Pauline Sanders
Its: Secretary

Date: October 14, 1997

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: Daniel B. Lyonkosky
Director

Attest:

Barbara B Meadows
Secretary-Treasurer

Date: October 14, 1997

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____
(Issuer)

_____
(Name of Bonds)

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

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

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

WITNESS my signature on this __ day of ____, 19_.

_____

By: _____

West Virginia License No. _____

[SEAL]

EXHIBIT B

[Opinion of Bond Counsel for Governmental Agency]

[To Be Dated as of Date of Loan Closing]

West Virginia Infrastructure and
Jobs Development Council
c/o West Virginia Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064

Ladies and Gentlemen:

We are bond counsel to _____ (the "GovernmentalAgency"),a_____
_____.

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement dated _____, 19__, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Governmental Agency and the West Virginia Water Development Authority (the "Authority") and (ii) the issue of a series of revenue bonds of the Governmental Agency, dated _____; 19_ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Local Bonds are in the principal amount of $_____, issued in the form of one bond registered as to principal and interest to the Authority, with interest and principal payable in installments on September 1, December 1, March 1 and June 1 of each year, beginning December 1, 1997, at the rate as set forth in Exhibit A incorporated in and made a part of the Bonds.

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

Monthly Financial Report

_____

[Name of Governmental Agency]

_____

_____

[Name of Bond Issue]

Fiscal Year - __

Report Month: _____

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

Witnesseth my signature this __ day of ____, 19_.

[Name of Governmental Agency]

By: _____
Authorized Officer

CHASFS3:58465

SCHEDULE X

DESCRIPTION OF BONDS

Principal Amount of Bonds	$2,830,370
Purchase Price of Bonds	$2,830,370

Principal on the Bonds is payable quarterly, commencing June 1, 1999 to and including September 1, 2037, at a rate of 0% per annum. Quarterly payments will be made thereafter on each September 1, December 1, March 1 and June 1 commencing June 1, 1999, as set forth on Schedule Y attached hereto and incorporated herein by reference.

The Governmental Agency shall submit its payments monthly to the West Virginia Municipal Bond Commission which will make quarterly payments to the West Virginia Water Development Authority at such address as is given to the West Virginia Municipal Bond Commission in writing by the Authority.

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

The Governmental Agency may prepay the Bonds in full at any time at the price of par but only with the Council's written consent. The Governmental Agency shall request approval from the Authority and Council in writing of any proposed debt which will be issued by the Governmental Agency on a parity with the Bonds which request must be filed at least 60 days prior to the intended date of issuance.

SCHEDULE Y

Lumberport Public Service Sewer District, West Virginia
$2,830,370 Infrastructrue Fund Loan
40 Years, 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/1999	-	-	-
6/01/1999	18,379.03	-	18,379.03
9/01/1999	18,379.03	-	18,379.03
12/01/1999	18,379.03	-	18,379.03
3/01/2000	18,379.03	-	18,379.03
6/01/2000	18,379.03	-	18,379.03
9/01/2000	18,379.03	-	18,379.03
12/01/2000	18,379.03	-	18,379.03
3/01/2001	18,379.03	-	18,379.03
6/01/2001	18,379.03	-	18,379.03
9/01/2001	18,379.03	-	18,379.03
12/01/2001	18,379.03	-	18,379.03
3/01/2002	18,379.03	-	18,379.03
6/01/2002	18,379.03	-	18,379.03
9/01/2002	18,379.03	-	18,379.03
12/01/2002	18,379.03	-	18,379.03
3/01/2003	18,379.03	-	18,379.03
6/01/2003	18,379.03	-	18,379.03
9/01/2003	18,379.03	-	18,379.03
12/01/2003	18,379.03	-	18,379.03
3/01/2004	18,379.03	-	18,379.03
6/01/2004	18,379.03	-	18,379.03
9/01/2004	18,379.03	-	18,379.03
12/01/2004	18,379.03	-	18,379.03
3/01/2005	18,379.03	-	18,379.03
6/01/2005	18,379.03	-	18,379.03
9/01/2005	18,379.03	-	18,379.03
12/01/2005	18,379.03	-	18,379.03
3/01/2006	18,379.03	-	18,379.03
6/01/2006	18,379.03	-	18,379.03
9/01/2006	18,379.03	-	18,379.03
12/01/2006	18,379.03	-	18,379.03
3/01/2007	18,379.03	-	18,379.03
6/01/2007	18,379.03	-	18,379.03
9/01/2007	18,379.03	-	18,379.03
12/01/2007	18,379.03	-	18,379.03
3/01/2008	18,379.03	-	18,379.03
6/01/2008	18,379.03	-	18,379.03
9/01/2008	18,379.03	-	18,379.03
12/01/2008	18,379.03	-	18,379.03
3/01/2009	18,379.03	-	18,379.03
6/01/2009	18,379.03	-	18,379.03
9/01/2009	18,379.03	-	18,379.03
12/01/2009	18,379.03	-	18,379.03
3/01/2010	18,379.03	-	18,379.03

Lumberport Public Service Sewer District, West Virginia
$2,830,370 Infrastructrue Fund Loan
40 Years, 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2010	18,379.03	-	18,379.03
9/01/2010	18,379.03	-	18,379.03
12/01/2010	18,379.03	-	18,379.03
3/01/2011	18,379.03	-	18,379.03
6/01/2011	18,379.03	-	18,379.03
9/01/2011	18,379.03	-	18,379.03
12/01/2011	18,379.03	-	18,379.03
3/01/2012	18,379.03	-	18,379.03
6/01/2012	18,379.03	-	18,379.03
9/01/2012	18,379.03	-	18,379.03
12/01/2012	18,379.03	-	18,379.03
3/01/2013	18,379.03	-	18,379.03
6/01/2013	18,379.03	-	18,379.03
9/01/2013	18,379.03	-	18,379.03
12/01/2013	18,379.03	-	18,379.03
3/01/2014	18,379.03	-	18,379.03
6/01/2014	18,379.03	-	18,379.03
9/01/2014	18,379.03	-	18,379.03
12/01/2014	18,379.03	-	18,379.03
3/01/2015	18,379.03	-	18,379.03
6/01/2015	18,379.03	-	18,379.03
9/01/2015	18,379.03	-	18,379.03
12/01/2015	18,379.03	-	18,379.03
3/01/2016	18,379.03	-	18,379.03
6/01/2016	18,379.03	-	18,379.03
9/01/2016	18,379.03	-	18,379.03
12/01/2016	18,379.03	-	18,379.03
3/01/2017	18,379.03	-	18,379.03
6/01/2017	18,379.03	-	18,379.03
9/01/2017	18,379.03	-	18,379.03
12/01/2017	18,379.03	-	18,379.03
3/01/2018	18,379.03	-	18,379.03
6/01/2018	18,379.03	-	18,379.03
9/01/2018	18,379.03	-	18,379.03
12/01/2018	18,379.03	-	18,379.03
3/01/2019	18,379.03	-	18,379.03
6/01/2019	18,379.03	-	18,379.03
9/01/2019	18,379.03	-	18,379.03
12/01/2019	18,379.03	-	18,379.03
3/01/2020	18,379.03	-	18,379.03
6/01/2020	18,379.03	-	18,379.03
9/01/2020	18,379.03	-	18,379.03
12/01/2020	18,379.03	-	18,379.03
3/01/2021	18,379.03	-	18,379.03
6/01/2021	18,379.03	-	18,379.03

Lumberport Public Service Sewer District, West Virginia
$2,830,370 Infrastructrue Fund Loan
40 Years, 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2021	18,379.03	-	18,379.03
12/01/2021	18,379.03	-	18,379.03
3/01/2022	18,379.03	-	18,379.03
6/01/2022	18,379.03	-	18,379.03
9/01/2022	18,379.02	-	18,379.02
12/01/2022	18,379.02	-	18,379.02
3/01/2023	18,379.02	-	18,379.02
6/01/2023	18,379.02	-	18,379.02
9/01/2023	18,379.02	-	18,379.02
12/01/2023	18,379.02	-	18,379.02
3/01/2024	18,379.02	-	18,379.02
6/01/2024	18,379.02	-	18,379.02
9/01/2024	18,379.02	-	18,379.02
12/01/2024	18,379.02	-	18,379.02
3/01/2025	18,379.02	-	18,379.02
6/01/2025	18,379.02	-	18,379.02
9/01/2025	18,379.02	-	18,379.02
12/01/2025	18,379.02	-	18,379.02
3/01/2026	18,379.02	-	18,379.02
6/01/2026	18,379.02	-	18,379.02
9/01/2026	18,379.02	-	18,379.02
12/01/2026	18,379.02	-	18,379.02
3/01/2027	18,379.02	-	18,379.02
6/01/2027	18,379.02	-	18,379.02
9/01/2027	18,379.02	-	18,379.02
12/01/2027	18,379.02	-	18,379.02
3/01/2028	18,379.02	-	18,379.02
6/01/2028	18,379.02	-	18,379.02
9/01/2028	18,379.02	-	18,379.02
12/01/2028	18,379.02	-	18,379.02
3/01/2029	18,379.02	-	18,379.02
6/01/2029	18,379.02	-	18,379.02
9/01/2029	18,379.02	-	18,379.02
12/01/2029	18,379.02	-	18,379.02
3/01/2030	18,379.02	-	18,379.02
6/01/2030	18,379.02	-	18,379.02
9/01/2030	18,379.02	-	18,379.02
12/01/2030	18,379.02	-	18,379.02
3/01/2031	18,379.02	-	18,379.02
6/01/2031	18,379.02	-	18,379.02
9/01/2031	18,379.02	-	18,379.02
12/01/2031	18,379.02	-	18,379.02
3/01/2032	18,379.02	-	18,379.02
6/01/2032	18,379.02	-	18,379.02
9/01/2032	18,379.02	-	18,379.02

Lumberport Public Service Sewer District, West Virginia
$2,830,370 Infrastructrue Fund Loan
40 Years, 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2032	18,379.02	-	18,379.02
3/01/2033	18,379.02	-	18,379.02
6/01/2033	18,379.02	-	18,379.02
9/01/2033	18,379.02	-	18,379.02
12/01/2033	18,379.02	-	18,379.02
3/01/2034	18,379.02	-	18,379.02
6/01/2034	18,379.02	-	18,379.02
9/01/2034	18,379.02	-	18,379.02
12/01/2034	18,379.02	-	18,379.02
3/01/2035	18,379.02	-	18,379.02
6/01/2035	18,379.02	-	18,379.02
9/01/2035	18,379.02	-	18,379.02
12/01/2035	18,379.02	-	18,379.02
3/01/2036	18,379.02	-	18,379.02
6/01/2036	18,379.02	-	18,379.02
9/01/2036	18,379.02	-	18,379.02
12/01/2036	18,379.02	-	18,379.02
3/01/2037	18,379.02	-	18,379.02
6/01/2037	18,379.02	-	18,379.02
9/01/2037	18,379.01	-	18,379.01
TOTAL	2,830,370.00	-	2,830,370.00

YIELD STATISTICS

Bond Year Dollars	$54,838.41
Average Life	19.375 Years
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	0.0000000%
Bond Yield for Arbitrage Purposes	0.0000000%
All Inclusive Cost (AIC)	0.0000000%

IRS FORM 8038

Net Interest Cost	-
Weighted Average Maturity	19.375 Years

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL

9/12/2011

Entered: August 23, 2011

CASE NO. 10-1090-PSD-S-PC

LUMBERPORT AREA PUBLIC SERVICE DISTRICT and TOWN OF LUMBERPORT, Lumberport, Harrison County,
Joint petition for consent and approval of the transfer of Lumberport Area Public Service District's facilities, property and customers to the Town of Lumberport.

RECOMMENDED DECISION

On July 15, 2010, the Lumberport Area Public Service District (District) and the Town of Lumberport jointly petitioned the Commission for consent and approval for the transfer of the District's assets to the Town.

On August 31, 2010, the matter was referred. The current decision due deadline is November 7, 2011.

On June 10, 2011, the Petitioners indicated that all issues regarding the transfer of the District's facilities to the Town had been resolved and that Commission Staff was ready to recommend approval of the transfer. The motion indicated that there have been no protests to the transfer. The motion indicated that the single issue remaining was bondholder consent, which was anticipated to be made by the West Virginia Infrastructure and Jobs Development Council (IJDC) in its July 6, 2011 meeting. The Petitioners indicated that, if the bondholder consents to the transfer, a Recommended Decision could be entered approving the transfer and, if the bondholder declines, the case could be dismissed.

On July 8, 2011, the Petitioners reported that the IJDC approved the merger at its meeting and desired that the Town assume the District's bonds. The Petitioners further reported that they believed that the assumption of the bonds could be finalized on September 6, 2011.

On August 22, 2011, Staff recommended that the merger be approved contingent upon the assumption of the District's bonds by the Town.

On August 22, 2011, the Town indicated that it should conclude the process of assuming the bonds on September 12, 2011. The Town had no objection to an order approving the merger conditioned upon the Town assuming the District's bonds.

KAC

FINDINGS OF FACT

1. The Town and the District jointly petitioned the Commission to allow the Town to assume the utility operations and assets of the District. (See petition).

2. The Town has operated the District's utility system for several years under an operating agreement approved by the Commission. (See petition).

3. In Case No. 08-1183-PSD-C, the Commission encouraged the merger of the two Utilities. (See Case No. 08-1183-PSD-C).

4. The Harrison County Commission has approved the merger. (See letter attached to petition).

5. Staff recommended approval of the petition subject to the Town assuming the District's bonds. (See Staff filing of August 22, 2011).

CONCLUSIONS OF LAW

1. The merger is in the public interest.

2. The transfer agreement is fair and reasonable and should be approved.

ORDER

IT IS, THEREFORE, ORDERED that the petition jointly filed on July 15, 2011, by the Town of Lumberport and the Lumberport Area Public Service District seeking Commission consent and approval of the Town taking over the District's utility operations, be, and hereby is, approved. Additionally, the Transfer Agreement is approved.

IT IS FURTHER ORDERED that the Town of Lumberport file with the Commission the bondholder approval letter within ten days of its receipt.

IT IS FURTHER ORDERED that the matter be removed from the open docket.

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.

K. A. George

Keith A. George
Administrative Law Judge

KAG:s
101090ac.wpd

TOWN OF LUMBERPORT

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

RECEIPT FOR BONDS

On this 15th day of December, 2011, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority hereby certifies as follows:

1. On the date hereof, the Authority received the assumed, re-designated and replaced Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure fund), of the Town of Lumberport (the "Town"), in the principal amount of $1,755,149.51 numbered AR-1 (the "Series 1997 A Bonds"), issued as a single, fully registered Bond, and dated December 15, 2011.

2. At the time of such receipt, all the Series 2011 A Bonds had been executed by the Mayor and the Recorder of the Issuer by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: Emily Spradling
Its: Authorized Representative

537610.00002

TOWN OF LUMBERPORT

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

The Huntington National Bank,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

There are delivered to you herewith on this 15th day of December, 2011.

(1) Bond No. AR-1, constituting the entire issue of the Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), in the principal amount of $1,755,149.51, dated December 15, 2011 (the "Series 2011 A Bonds"), executed by the Mayor and the Recorder of the Town of Lumberport (the "Town") and bearing the official seal of the Town, authorized under and pursuant to a Bond Ordinance duly enacted by the Town on October 3, 2011, and a Supplemental Resolution and Conformed Ordinance duly adopted by the Town on December 5, 2011 (collectively, the "Bond Legislation");

(2) A copy of the Bond Legislation authorizing the above-described Bond issue, duly certified by the Recorder of the Town;

(3) Executed counterparts of a loan agreement assumed by the Town for the Series 2011 A Bonds, dated October 8, 1997 (the "Loan Agreement"), by and between the Lumberport Area Public Service Sewer District and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"); and

(4) Executed opinions of nationally recognized bond counsel regarding the validity of the Series 2011 A Bonds.

You are hereby requested and authorized to deliver the Series 2011 A Bonds to the Authority upon the Town's assumption of the Series 2011 A Bonds. Prior to such delivery of the Series 2011 A Bonds, you will please cause the Series 2011 A Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the forms of Certificate of Authentication and Registration thereon.

Dated as of the day and year first written above.

TOWN OF LUMBERPORT

Mayor

537610.00002

5672343

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF LUMBERPORT
SEWER REVENUE BONDS, SERIES 2011 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

REPLACEMENT BOND
FOR
LUMBERPORT AREA PUBLIC SERVICE DISTRICT
SEWER REVENUE BONDS, SERIES 1997
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1 $1,755,149.51

KNOW ALL MEN BY THESE PRESENTS: That on THE 15th day of December, 2011, the TOWN OF LUMBERPORT, a municipal corporation and political subdivision of the State of West Virginia in Harrison County of said State (the "Town"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of ONE MILLION SEVEN HUNDRED FIFTY FIVE THOUSAND ONE HUNDRED FORTY NINE DOLLARS AND 51 CENTS ($1,755,149.51), in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing March 1, 2012 to and including September 1, 2037, as set forth on the "Debt Service Schedule" attached as EXHIBIT A hereto and incorporated herein by reference.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Lumberport Area Public Service Sewer District (the "District") and the Authority, on behalf of the Council, dated October 14, 1997 and assumed by the Town on December 15, 2011.

The Town has assumed the District's Sewer Revenue Bonds, Series 1997 A (West Virginia Infrastructure Fund), dated October 14, 1997, issued in the original aggregate

SPECIMEN

principal amount of $$2,830,370 (the "District Bonds") and the Town redesignated and replaced the District Bonds as the "Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund)". The District Bonds are assumed, re-designated and replaced under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Town on October 3, 2011, and a Supplemental Resolution and Conformed Ordinance duly adopted by the Town on December 5, 2011 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE NO OUTSTANDING OBLIGATIONS OF THE TOWN WHICH WILL RANK ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, and from monies in the Reserve Account created or assumed under the Bond Legislation for the Series 2011 A Bonds (the "Series 2011 A Bonds Reserve Account"), and unexpended proceeds of the Series 2011 A Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Town within the meaning of any constitutional or statutory provisions or limitations, nor shall the Town be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2011 A Bonds Reserve Account and unexpended proceeds of the Series 2011 A Bonds. Pursuant to the Bond Legislation, the Town has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenue on a parity with the Series 2011 A Bonds; provided however, that, so long as there exists in the Series 2011 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Series 2011 A Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior and subordinate to the Series 2011 A Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Town has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

SPECIMEN

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

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

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

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

[Remainder of Page Intentionally Blank]

SPECIMEN

IN WITNESS WHEREOF, the TOWN OF LUMBERPORT has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated the day and year first written above.

[SEAL]

Mayor

ATTEST:

Recorder

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2011 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: December 15, 2011.

THE HUNTINGTON NATIONAL BANK
as Registrar

SPECIMEN
Authorized Officer

SPECIMEN

EXHIBIT A

DEBT SERVICE SCHEDULE

SPECIMEN

BOND DEBT SERVICE

Town of Lumberport

$1,755,149.51

0% Interest Rate

Dated Date 12/15/2011

Delivery Date 12/15/2011

Period Ending	Principal	Interest	Debt Service
3/1/2012	17,040.29		17,040.29
6/1/2012	17,040.29		17,040.29
9/1/2012	17,040.29		17,040.29
12/1/2012	17,040.29		17,040.29
3/1/2013	17,040.29		17,040.29
6/1/2013	17,040.29		17,040.29
9/1/2013	17,040.29		17,040.29
12/1/2013	17,040.29		17,040.29
3/1/2014	17,040.29		17,040.29
6/1/2014	17,040.29		17,040.29
9/1/2014	17,040.29		17,040.29
12/1/2014	17,040.29		17,040.29
3/1/2015	17,040.29		17,040.29
6/1/2015	17,040.29		17,040.29
9/1/2015	17,040.29		17,040.29
12/1/2015	17,040.29		17,040.29
3/1/2016	17,040.29		17,040.29
6/1/2016	17,040.29		17,040.29
9/1/2016	17,040.29		17,040.29
12/1/2016	17,040.29		17,040.29
3/1/2017	17,040.29		17,040.29
6/1/2017	17,040.29		17,040.29
9/1/2017	17,040.29		17,040.29
12/1/2017	17,040.29		17,040.29
3/1/2018	17,040.29		17,040.29
6/1/2018	17,040.29		17,040.29
9/1/2018	17,040.29		17,040.29
12/1/2018	17,040.29		17,040.29
3/1/2019	17,040.29		17,040.29
6/1/2019	17,040.29		17,040.29
9/1/2019	17,040.29		17,040.29
12/1/2019	17,040.29		17,040.29
3/1/2020	17,040.29		17,040.29
6/1/2020	17,040.29		17,040.29
9/1/2020	17,040.29		17,040.29
12/1/2020	17,040.29		17,040.29
3/1/2021	17,040.29		17,040.29
6/1/2021	17,040.29		17,040.29
9/1/2021	17,040.29		17,040.29
12/1/2021	17,040.29		17,040.29
3/1/2022	17,040.29		17,040.29
6/1/2022	17,040.29		17,040.29
9/1/2022	17,040.29		17,040.29
12/1/2022	17,040.29		17,040.29
3/1/2023	17,040.29		17,040.29

BOND DEBT SERVICE
Town of Lumberport
$1,755,149.51
0% Interest Rate

Period Ending	Principal	Interest	Debt Service
6/1/2023	17,040.29		17,040.29
9/1/2023	17,040.29		17,040.29
12/1/2023	17,040.29		17,040.29
3/1/2024	17,040.29		17,040.29
6/1/2024	17,040.29		17,040.29
9/1/2024	17,040.29		17,040.29
12/1/2024	17,040.29		17,040.29
3/1/2025	17,040.29		17,040.29
6/1/2025	17,040.29		17,040.29
9/1/2025	17,040.29		17,040.29
12/1/2025	17,040.29		17,040.29
3/1/2026	17,040.29		17,040.29
6/1/2026	17,040.29		17,040.29
9/1/2026	17,040.29		17,040.29
12/1/2026	17,040.29		17,040.29
3/1/2027	17,040.29		17,040.29
6/1/2027	17,040.29		17,040.29
9/1/2027	17,040.29		17,040.29
12/1/2027	17,040.29		17,040.29
3/1/2028	17,040.29		17,040.29
6/1/2028	17,040.29		17,040.29
9/1/2028	17,040.29		17,040.29
12/1/2028	17,040.28		17,040.28
3/1/2029	17,040.28		17,040.28
6/1/2029	17,040.28		17,040.28
9/1/2029	17,040.28		17,040.28
12/1/2029	17,040.28		17,040.28
3/1/2030	17,040.28		17,040.28
6/1/2030	17,040.28		17,040.28
9/1/2030	17,040.28		17,040.28
12/1/2030	17,040.28		17,040.28
3/1/2031	17,040.28		17,040.28
6/1/2031	17,040.28		17,040.28
9/1/2031	17,040.28		17,040.28
12/1/2031	17,040.28		17,040.28
3/1/2032	17,040.28		17,040.28
6/1/2032	17,040.28		17,040.28
9/1/2032	17,040.28		17,040.28
12/1/2032	17,040.28		17,040.28
3/1/2033	17,040.28		17,040.28
6/1/2033	17,040.28		17,040.28
9/1/2033	17,040.28		17,040.28
12/1/2033	17,040.28		17,040.28
3/1/2034	17,040.28		17,040.28
6/1/2034	17,040.28		17,040.28
9/1/2034	17,040.28		17,040.28
12/1/2034	17,040.28		17,040.28
3/1/2035	17,040.28		17,040.28
6/1/2035	17,040.28		17,040.28

SPECIMEN

BOND DEBT SERVICE
Town of Lumberport
$1,755,149.51
0% Interest Rate

Period Ending	Principal	Interest	Debt Service
9/1/2035	17,040.28		17,040.28
12/1/2035	17,040.28		17,040.28
3/1/2036	17,040.28		17,040.28
6/1/2036	17,040.28		17,040.28
9/1/2036	17,040.28		17,040.28
12/1/2036	17,040.28		17,040.28
3/1/2037	17,040.28		17,040.28
6/1/2037	17,040.28		17,040.28
9/1/2037	17,040.28		17,040.28
	1,755,149.51		**1,755,149.51**

SPECIMEN

(Form of)

ASSIGNMENT

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

Dated: _____, 20____.

_____

In the presence of:

_____

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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

December 15, 2011

Town of Lumberport
Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

Town of Lumberport
Lumberport, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel to the Town of Lumberport (the "Town"), a municipal corporation and political subdivision of the State of West Virginia in connection with its assumption of the Lumberport Area Public Service Sewer District, Series 1997 A (West Virginia Infrastructure Fund) and re-designation as Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds").

We have examined the law and a certified copy of proceedings and other papers relating to the authorization of (i) the assumption of a loan agreement dated October 14, 1997, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Lumberport Area Public Service Sewer District and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and (ii) the Bonds assumed by the Town and replaced and delivered to the Authority. The Bonds are in the principal amount of $1,755,149.51, in the form of one bond, bearing no interest, registered as to principal only to the Authority, with principal payable quarterly on March 1, June 1, September 1, and December 1 of each year, beginning March 1, 2012, to and including September 1, 2037, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

We have also examined the applicable provisions of Chapter 16, Article 13 and Chapter 31, Article 15A of the Code of West Virginia, 1931, as amended (collectively, the "Act"), and the bond ordinance duly enacted by the Town on October 3, 2011, as supplemented by the Supplemental Resolution duly adopted by the Town on December 5, 2011 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been undertaken. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not defined herein shall have the same meanings set forth in the Bond Legislation.

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

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

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

3. The Town is a duly organized and presently existing municipal corporation and political subdivision of the State of West Virginia, with full power and authority to operate and maintain the System, to adopt or enact the Bond Legislation and to assume and re-designate the Bonds, all under the Act and other applicable provisions of law.

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

5. The Bonds have been duly authorized, executed and delivered by the Town to the Authority and are valid, legally enforceable and binding special obligations of the Town, payable from the Net Revenues of the System and secured by a first lien on and pledge of the Net Revenues of the System.

6. The Bonds are, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

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

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

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

Very truly yours,

STEPTOE & JOHNSON PLLC

LAW OFFICE

Thomas R. Michael
ATTORNEY AT LAW
P.O. BOX 250
LOST CREEK, WEST VIRGINIA, 26385-0250

PHONE 304-745-5904 FAX 304-745-5907 EMAIL tom_michael@yahoo.com

December 15, 2011

Town of Lumberport
Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

Town of Lumberport
Lumberport, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

I am counsel to the Town of Lumberport in Harrison County, West Virginia (the "Town"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a loan agreement assumed by the Town, dated October 14, 1997 (the "Loan Agreement"), including all schedules and exhibits attached thereto, by and between the Lumberport Area Public Service Sewer District and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), a Bond Ordinance duly enacted by the Town on October 3, 2011, as supplemented by a Supplemental Resolution and Conformed Ordinance duly adopted by the Town on December 5, 2011 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Town (the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and Loan Agreement when used herein.

I am of the opinion that:

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

2. The Loan Agreement has been assumed by Town and, constitutes valid and binding agreement of the Town enforceable in accordance with its terms.

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

4. The assumption, replacement and delivery of the Series 2011 A Bonds, the Loan Agreement 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 Town, a breach of or default under any ordinance, order, resolution, agreement or other instrument to which the Town is a party or by which the Town or its properties are bound or any existing law, regulation, court order or consent decree to which the Town is subject.

5. The Town has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the assumption and replacement of the Bonds, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders and approvals from the Council and the Public Service Commission of West Virginia, and has taken any other action required for the imposition of such rates and charges, including, without limitation, the enactment of an ordinance dated May 2, 2011.

6. The Town has received the Recommended Decision of the Public Service Commission of West Virginia entered on August 23, 2011, which became Final Order on September 12, 2011 in Case No. 10-1090-PSD-S-PC, approving the acquisition of the assets of the Lumberport Area Public Service Sewer District. The time for appeal of such Final Order has expired prior to the date hereof without any appeal. Such order remains in full force and effect.

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

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

Sincerely,

Thomas Michael

THOMAS MICHAEL, ESQUIRE

537610.00002

Smith, McMunn & Glover, PLLC
Attorneys at Law

G. Thomas Smith
D. Andrew McMunn
David C. Glover

516 West Main Street
Clarksburg, WV 26301

Telephone: (304) 326-6000
Facsimile: (304) 326-4000
Writer's Email: davidcglover@aol.com

December 15, 2011

Town of Lumberport
Lumberport, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

I have acted as counsel to Lumberport Area Public Service Sewer District (the "District") in connection with the acquisition of the District by the Town of Lumberport (the "Town"), the assumption and re-designation by the Town of the District's Sewer Revenue Bonds, Series 1997 A, dated October 14, 1997 issued in the original aggregate principal amount of $2,830,370 (the "District Bonds"), issued pursuant to Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Act").

I have examined the applicable provisions of the Act, the order dated November 19, 2009 of The County Commission of Harrison County (the "County Commission") proposing and ordering the transfer of the District to the Town, the resolution of the District approving the acquisition by the Town (the "Resolution"), pursuant to and under which the District is acquired by the Town and the District Bonds are assumed and replaced by the Town.

Based upon the foregoing, and upon my examination of such other documents, instruments and certificates as I have deemed necessary, I am of the opinion, under existing law, as follows:

1. The District is duly created and validly existing as a public service district and as a public corporation and political subdivision of the State of West Virginia, with corporate power to be acquired by the Town and to assign the District Bonds, all under the Act and other applicable provisions of law. The members and officers of the Public Service Board of the District have been

duly and properly appointed and elected, have taken the requisite oaths and were authorized to act on behalf of the District in their respective capacities.

2. The Resolution of the District has been duly adopted by the Public Service Board of the District and are in full force and effect.

3. To the best of my knowledge, the consummation of the transactions contemplated by the Resolution 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 District, a breach of or default under any resolution, agreement or other instrument to which the District is a party or any existing law, regulation, court order or consent decree to which the District is subject.

4. The Town and the District has received the Recommended Decision of the Public Service Commission of West Virginia entered on August 23, 2011, which became Final Order on September 12, 2011 in Case No. 10-1090-PSD-S-PC, approving the acquisition of the assets of the Lumberport Area Public Service Sewer District. The time for appeal of such Final Order has expired prior to the date hereof without any appeal. Such order remains in full force and effect.

5. To the best of my knowledge, there is no litigation 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 herein.

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

Sincerely,

David C. Glover

DCG/ed

TOWN OF LUMBERPORT

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF TOWN AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. LOAN AGREEMENT
10. RATES
11. INSURANCE
12. SIGNATURES AND DELIVERY
13. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE
14. PUBLIC SERVICE COMMISSION ORDER
15. SPECIMEN BONDS
16. CONFLICT OF INTEREST
17. EXECUTION OF COUNTERPARTS

We, the undersigned MAYOR and RECORDER of the Town of Lumberport in Harrison County, West Virginia (the "Town"), and the undersigned COUNSEL TO THE TOWN hereby certifies on this 15th day of December, 2011 in connection with the Town's assumption of Lumberport Area Public Service Sewer District Sewer Revenue Bonds, Series 1997 A (West Virginia Infrastructure Fund) and the assumption by the Town and re-designation and replacement as Town of Lumberport, Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund) dated the date hereof (the "Series 2011 A Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the Bond Ordinance of the Town duly enacted October 3, 2011, and the Supplemental Resolution and Conformed Ordinance duly adopted December 5, 2011 (collectively, the "Bond Legislation").

2. NO LITIGATION: No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the assumption and re-designation or delivery of the Series 2011 A Bonds, the operation of the System, the

receipt of the Gross Revenues or any grants, or in any way contesting or affecting the validity of the Series 2011 A Bonds, or any proceedings of the Town taken with respect to the assumption and re-designation of the Series 2011 A Bonds, the pledge or application of the Net Revenues or any other moneys or security provided for the payment of the Series 2011 A Bonds or the existence or the powers of the Town insofar as they relate to the authorization of the assumption and re-designation of the Series 2011 A Bonds, the operation of the System, the pledge or application of moneys and security or the collection of the Net Revenues or the pledge of Net Revenues as security for the Series 2011 A Bonds.

3. GOVERNMENTAL APPROVALS: All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the operation of the System and the assumption and re-designation of the Series 2011 A Bonds have been obtained and remain in full force and effect.

4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the Town since the approval, execution and delivery by the Town of the Loan Agreement, and the Town has met all conditions prescribed in the Loan Agreement.

The Town has obtained a certificate of an Independent Certified Public Accountant stating that the coverage tests of the Series 2011 A Bonds are met. There are no outstanding obligations of the Town which will rank on a parity with the Series 2011 A Bonds as to liens, pledge, source of and security for payment.

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

Bond Ordinance

Supplemental Resolution

Loan Agreement

Public Service Commission Orders

Town Charter

Ordinance Creating Sanitary Board

Petition of Sanitary Board

Oaths of Office of Officers and Councilmembers

Resolution on Open Governmental Proceedings Rules

Sewer Rate Ordinance

Minutes on Enactment of Sewer Rate Ordinance and Notice of Public Hearing

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

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

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

Consent of WDA

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

Name	Date of Commencement of Office	Date of Termination of Office
George Hagan, Mayor	07/01/2011	06/30/2013
Sherry Exline, Recorder	07/01/2011	06/30/2013
David Markley	07/01/2011	06/30/2013
Rhonda Cook	07/01/2011	06/30/2013
Emily Cook	07/01/2011	06/30/2013
Leslie Gianettino	07/01/2011	06/30/2013
Johnny Raven	07/01/2011	06/30/2013

The duly appointed and acting Counsel to the Town is Thomas R. Michael, Esquire, Lost Creek, West Virginia.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the operation and maintenance of the System have been acquired by the Town 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 are, in the opinion of all the undersigned, within the ability of the Town to pay for the same without jeopardizing the security of or payments on the Series 2011 A Bonds.

8. MEETINGS, ETC.: All actions, ordinances, resolutions, orders and agreements taken by and entered into by or on behalf of the Town in any way connected with the Series 2011 A Bonds and the operation of the System were authorized or adopted at regular or special meetings of the Governing Body of the Town duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

9. LOAN AGREEMENT: As of the date hereof, the Town has assumed the loan agreement dated October 14, 1997 by and between the Lumberport Area Public Service Sewer District and the West Virginia Water Development Authority on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Loan Agreement").

10. RATES: The Town has duly enacted a sewer rate ordinance on May 2, 2011 setting rates and charges of the System such rates are currently in full force and effect.

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

12. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Mayor did officially sign all of the Series 2011 A Bonds dated the date hereof, by his or her manual signature, and the undersigned Recorder did officially cause the official seal of the Town to be affixed upon said Series 2011 A Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Series 2011 A Bonds to a representative of the Authority as the original purchaser of the Series 2011 A Bonds under the Loan Agreement. Said official seal of the Town is also impressed above the signatures appearing on this certificate.

13. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE: Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in *The Exponent Telegram*, a qualified newspaper of general circulation in the Town of Lumberport, together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Town contemplated the assumption and re-designation of the Series 2011 A Bonds described in such Bond Ordinance, stating that any person interested may appear before the Council at the public hearing held at a public meeting of Council on the 3rd day of October, 2011, at 6:30 p.m., at the Lumberport Town Hall and present protests, and stating that a certified

copy of the Bond Ordinance was on file at the office of the Town Recorder of the Town for review by interested parties during the office hours of the Town. At such hearing all objections and suggestions were heard by the Governing Body and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

14. PUBLIC SERVICE COMMISSION ORDER: The Town has received the Recommended Decision of the Public Service Commission of West Virginia entered on August 23, 2011, which became Final Order on September 12, 2011, approving the acquisition of the Assets of the Lumberport Area Public Service Sewer District. The time for appeal of such Final Order has expired prior to the date hereof without any appeal. Such order remains in full force and effect.

15. SPECIMEN BONDS: Delivered concurrently herewith is a true and accurate specimen of the Series 2011 A Bonds.

16. CONFLICT OF INTEREST: No member, officer or employee of the Town has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Town or in the sale of any land, materials, supplies or services to the Town or to any contractor supplying the Town, relating to the Series 2011 A Bonds and/or the Bond Legislation. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

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

[Remainder of Page Intentionally Blank]

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

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Mayor
_____	Recorder
_____	Counsel to Town

537610.00002

Bennett & Dobbins PLLC

CERTIFIED PUBLIC ACCOUNTANTS

317 Cleveland Avenue
Fairmont, WV 26554-1604
Telephone: (304) 366-4295 Fax: (304) 366-4311

GARY K. BENNETT, MBA-CPA
ZACHARY D. DOBBINS, CPA

December 15, 2011

Town of Lumberport
Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

Town of Lumberport
Lumberport, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

The Public Service Commission of West Virginia (the "PSC) in Case No. 10-1090-PSD-S-PC by Recommended Decision dated August 23, 2011, which became Final Order on September 12, 2011, approved the merger of Lumberport Area Public Service Sewer District (the "District"0 into the Town of Lumberport ("the "Town"), (the "Merger"), contingent upon written bondholder approval from all bondholders of both the District and the Town.

Based upon the rates and charges set forth in the sewer rate ordinance of the Town of Lumberport (the "Town"), enacted May 2, 2011, and projected operation and maintenance expenses and anticipated customer usage as furnished to us by the Town, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the sewerage system (the "System") of the Town, 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 Town's Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), in the aggregate principal amount of $1,755,149.51 (the "Series 2011 A Bonds").

Sincerely,

Bennett & Dobbins PLLC

CHAPTER I.

THE LIMITS AND JURISDICTION OF THE TOWN OF LUMBERPORT SHALL EXTEND THROUGHOUT THE TERRITORY EMBRACED IN THE CHARTER OF THE TOWN CREATED BY AN ORDER OF THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA, MADE AND ENTERED ON THE 11TH DAY OF SEPTEMBER, 1901, AND IS THEREIN FIXED AND BOUNDED AS FOLLOWS, TO-WIT:

BEGINNING AT THE RIVER BRIDGE AND RUNNING THENCE S. 28 5-6 E. 367 FEET TO A STAKE, THEN S. 37 1-4 E. 335 FEET TO STAKE; THEN S. 43 1-3 E. 401 FEET TO STAKE; THENCE S. 34 1-2 E. 150 FEET TO STAKE; THENCE S. 1 2-3 E. 175 FEET TO STAKE; THENCE S. 2 W. 185 FEET TO STAKE; THENCE 1 1-3 W. 118 FEET TO STAKE; THENCE S. 18 5-12 W. 345 FEET TO A STAKE; THENCE S. 29 5-6 W. 255 FEET TO SYCAMORE; THENCE S. 83 1-6 W. 590 FEET TO STAKE; THENCE S. 62 1-2 W. 190 FEET TO STAKE; THENCE N. 89 2-3 W. 250 FEET TO STAKE; THENCE S. 38 12- W. 2040 FEET TO POST; THENCE N. 53 3/4 W. 2185 FEET TO STAKE; THENCE N. 12 3/4 W. 1085 FEET TO WHITE WALNUT; THENCE N. 24 1-3 E. 1400 FEET TO STAKE; THENCE N. 79 1-3 E. 2945 FEET TO THE BEGINNING.

AND ALL ORDINANCES, ORDERS AND REGULATIONS OF THE TOWN OF LUMBERPORT SHALL EXTEND TO AND HAVE FULL FORCE AND EFFECT THROUGHOUT THE ABOVE BOUNDARY, UNLESS IN SAID ORDINANCES, ORDERS AND REGULATIONS PROVIDED OTHERWISE.

CHAPTER II.

I IT IS HEREBY ENACTED AND ORDAINED THAT BEGINNING ON THE 1ST DAY OF JULY IN THE YEAR NINETEEN HUNDRED AND THIRTY EIGHT, THE FOLLOWING RULES, REGULATIONS, BY-LAWS, ORDINANCES AND ENACTMENTS SHALL BE IN FULL FORCE AND EFFECT FOR THE GOVERNMENT OF THE TOWN OF LUMBERPORT, WEST VIRGINIA AND THE INHABITANTS THEREOF UNTIL ALTERED OR AMENDED BY FUTURE VALID ACTS, RESOLUTIONS AND ENACTMENTS; AND ALL FORMER ACTS, RESOLUTION, BY-LAWS RULES, ORDINANCES AND ENACTMENTS OF A GENERAL NATURE ARE HEREBY ANNULLED AND REPEALED.

1st. It is enacted and ordered that the several offices of the said town of Lumberport shall have all the powers and shall be governed by the provisions of charter eight of the Code of West Virginia, whether herein expressly conferred or required or not, unless some valid ordinance or regulation should otherwise provide.

2nd. It is hereby enacted and ordained that the several definitions, rules of interpretation, constructions and provisions contained in Chapter two - Article two Code of West Virginia shall be adopted by the town of Lumberport in so far as they are applicable to these ordinances and enactments and that time shall be computed in the same manner and words and phrases shall have the same construction as is given in said chapter eight.

3rd. Unless otherwise appearing from the contex the word "town" shall mean the town of Lumberport, West Virginia the word "council" shall mean the common council of Lumberport; the word "state" shall mean the state of West Virginia; the

word "person" shall mean both natural persons and corporations and the masculine gender shall include both genders.

CHAPTER III.

1st. The chief officers of the town of Lumberport shall be the Mayor, Recorder and Five Councilmen, who shall be elected by the qualified voters of the town at an election to be held in the Mayor's Office or such other place as the council may direct to be held on the First Tuesday of June each alternating year. The next Town Election being held on June 6, 1939. Who shall serve for a term of two years and until their successors are duly elected and qualified.

The subordinate officers of the town shall be a Sergeant, Assessor, Street Commissioner and Health Officer to be elected by the council and who shall serve during the will and pleasure of the council.

The council may from time to time appoint necessary assistants to said subordinate officers and combine their offices, when not incompatible and may appoint committees for special purposes.

2nd. Vacancies in the office of Mayor, recorder and councilman shall be filled by council, appointees to fill such vacancies to serve the unexpired term of office.

The mayor, recorder andcouncilmen shall have been citizens of the town for at least six months prior to election and shall have been assessed with and paid taxes on real or personal property of the value of one hundred dollars for the year previous to election.

3rd. No officer shall attempt to serve until he shall have first duly qualified by subscribing the required oath or

affirmation and given bond, in case a bond be required.

CHAPTER IV.

1st. The meetings of the council shall be held in the Mayor's Office of the town on the First Monday of each month at 7:30 o'clock P.M., from April 1st to October 1st, and at 7:00 o'clock P.M., from October 1st to April 1st, and at such other times and places as may be fixed by order of adjournment.

Special or call meetings may be held at times called for upon notice in writing signed by any three members of the council, or mayor, specifying the time and place of the meeting and pruposes of such meeting, reasonable notice haveing been given each member of the council present in town of such meeting. The call for such meeting shall be copied in the minute books of the proceedings of the council.

2nd. Upon the assembling of the council the mayor, if present and in case of absence the recorder, and in the absence of both, some member of the council shall call the meeting to order and upon ascertainment of the presence of a quorum shall order the reading of the minutes of the preceding meeting by the Recorder, or in his absence, by a recorder pro-tempore and, when found correct they shall be signed by the mayor or acting mayor and recorder and proceed to the business of the meeting, the presiding officer preserving order and decorum.

3rd. The parliamentary rules of the last Session of the West Virginia State Senate shall govern the proceedure and proceedings, except as they may be herein modified or may be

repugnant hereto, in matters not covered by these rules.

4th. All questions of order shall be decided by the presiding officer, subject to reversal upon appeal to the council.

5th. If any member transgress any rule of council, the presiding officer shall call him to order, or any member of council may raise a "point of order" upon which the predising officer shall rule and in case any member is called to order, he shall immediately sit down and desist speaking and remain silent and any member proving contumacious, may upon complaint of any member before the presiding officer be held guilty of a contempt and fined not exceeding five dollars and upon failure to pay said fine may be imprisoned in town jail not exceeding five day.

6th. No appeal shall be taken from a ruling of the presiding officer except two members shall concur therein and upon such appeal being taken the presiding officer shall put the same in the following form: "The question now is, shall the decision of thechair be sustained?" whereupon a vote shall be taken on said question and result ascertained as in other questions.

7th. Every member present at the time shall vote on all measures, questions, resolutions and propositions before council, unlessexcused or disqualified by interest, the presiding officer having a vote along with other members and in case of a tie, shall have the casting vote, providing he has not previously voted.

8th. Every motion, resolution or proposition shall if required by presiding officer or any member of council be reduced to writing by its proponent.

9th. When a motion is made and seconded it shall be considered before council and shall be stated by presiding officer before debate and proceeding to vote upon it.

10th. Unless withdrawn by unanimous consent it shall be voted upon and, if carried, shall be duly entered in the minutes.

11th. The regular order of councilmanic proceedure shall be as follows:

1st. Reading minutes of previous meeting.
2nd. Unfinished business appearing upon minutes.
3rd. Reports of committees.
4th. Reports of officers.
5th. Petitions of all kinds.
6th. New business and proposition.

12th. The regular order of business may be suspended at any time for special reasons for the time being.

13th. The ayes and noes shall be taken and made a matter of record upon demand of any member.

14th. When a question is properly before council no motion shall be made or received, unless to amend, postpone, lay on table or to adjourn, and no question shall be donsidered before council until moved and seconded.

15th. A motion to adjourn shall be in order any time, unless council shall be engaged in voting upon some proposition.

16th. All reports of committees shall be in writing a responsive to the purpose of its appointment.

17th. No member of council shall depart during its session without permission.

18th. Thecouncil shall have the right to compell attendance of members and in case any member shall refuse to attend any meeting of the council after being notified to

attend, the presiding officer may issue his warrant ordering hisapprehension and bringing before council and his remaining present during its session so as to secure proper attendance to transact business.

19th. All petitions for the remission of fines and penalties shall state fully the reasons such remissions are asked for and shall be supported by affidavit.

20th. Charges against officers shall be in writing, specifying the nature of the charge, facts and circumstanced attending same and be supported by afficavit.

21st. All bonds of officers shall be approved by council and carefully filed away and a record of thesame and the sureties and penal sum shall be entered on the mimutes, together with action of approval.

22nd. The records of the council shall be kept in two books, one to be known as "Minute Book" in which shall be kept a complete record of general administrative and current actions and proceedings and the other to be known as "Ordinance Book" in which shall be kept all matters of a legislative nature.

23rd. These rules are only directors and may be changed, annulled, modified and enlarged from time to time.

24th. Subsequent enactments modifying, annulling or changing ordinances shall indicate by chapter and section number of ordinance so changed.

STATE OF WEST VIRGINIA:

At a Regular Term of the Circuit Court held in and for the County of Harrison, at the Court House thereof, on the 18th day of September, 1901, the following order was entered:

ORDER FOR THE INCORPORATION OF THE "TOWN OF LUMBERPORT".

This day came E. D. McCarty, Ed Boggess and J. W. Wadsworth, and presented a notice in writing signed by James McDermott, Lemar Oyster and C. G. Brooke, which notice had been duly posted in three public places, in the town of Lumberport, at least four weeks prior hereto, which notice recites that on the 11th day of September, 1901, application would be made to this Court for a certificate of incorporation, incorporating the boundary and settlement hereinafter named, by the name of the Town of Lumberport.

And it appearing to the Court by the affidavit of J. W. Wadsworth, that said notice had been posted in three public places within said boundary for four weeks prior hereto, and that the citizens of said town have had at least four weeks a notice of the making of this application, upon motion of the said E. D. McCarty, Ed Boggess and J. W. Wadsworth, the same is docketed and ordered to be heard.

Thereupon, came the said E. D. McCarty, Ed Boggess and J. W. Wadsworth and presented unto the Court, proper affidavits and matters of evidence showing that all the requirements of chapter forty seven of the Code of West Virginia, as amended by Chapter forty one of the Acts of the Legislature of 1901, have been fully complied with.

It is therefore adjudged, ordered and decreed that E. C. Tetrick, Clerk of this Court, do issue a certificate for the incorporation of the said "Town of Lumberport" in form as follows:-

" A certificate under oath of G. D. Griffin, E. D. McCarty and J. W. Wadsworth, was this day filed showing that a majority of all the qualified voters, residing in the following

to-wit;- beginning at the River Bridge and running thence S.28 5/6 E. 367 to stake;thence S. 37 1/4 E. 335 to stake; thence S. 43 1/3 E. 401 to stake; thence S. 34 1/2 E. 150 to stake; thence S. 1 2/3 E. 175 to stake; thence S. 2 W. 185 to stake; thence S. 11 1/3 W. 118 to stake; thence S. 18 5/12 W. 345 to stake; thence S. 29 5/6 W. 255 to Sycamore; thence S.83 1/6 W. 590 to stake; thence S. 62 1/2 W.190 to stake; thence N.89 2/3 W.250 to stake; thence S.38 1/2 W. 2040 to post; thence N. 53 3/4 W. 2185 to stake; thence N. 12 3/4 W. 1085 to White Walnut; thence N. 24 1/3 E. 1400 to stake; thence N. 79 1/3 E. 2945 to beginning, have been given in due form of law in favor of incorporation of the Town of Lumberport, in the County of Harrison bounded as herein set forth. And it appearing to the satisfaction of the Court, that all the provisions of Chapter forty seven of the Code of West Virginia, have been complied with by the applicants for said incorporation, and said Town of Lumberport is duly authorized within the incorporate limits aforesaid to exercise all the corporate powers conferred by said Chapter from the date of this certificate, it is ordered that E. D. McCarty, Ed Boggess, and J. W. Wadsworth who are legal voters residing within said territory, be and they are hereby appointed to act as Commissioner, at the first Charter Election to be held in said Town, the said election to be held, conducted and the result certified as required by law.

The Court certifies that the petition in this proceeding was presented to this Court on the 11th day of Sept., 1901, and this order should have been entered on the 11th day of Setpember, 1901, it is adjudged, ordered and decreed that it be entered now as for that date.

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

I, Raymond C. Wolfe, Clerk of the Circuit Court of Harrison County, State aforesaid hereby certify the foregoing to be a true copy of the ORDER for the incorporation of the

"Town of Lumberport", as the same appears of record in my office.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the Seal of this Court this the 20th day of April, 1972.

Raymond C. Wolfe

Clerk of the Circuit Court of
Harrison County, West Virginia.

Oath of Office

I George A. Hagan, do solemnly swear and affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws and the ordinances of the Town of Lumberport, now in effect, and those that may be promulgated from time to time, and perform the duties of the Mayor To the best of my ability and judgement. So help me God.

STATE OF WEST VIRGINIA
COUNTY OF HARRISON
TOWN OF LUMBERPORT

This document was subscribed and acknowledged before me on this 15th day of July, 2011.

NOTARY PUBLIC OFFICIAL SEAL
MESHELLE D. GREGORY
State of West Virginia
My Comm. Expires Nov 18, 2020
PO Box 4 Haywood, WV 26366

Meshelle D. Gregory
Notary Public *My commission expires November 18, 2020*

Oath of Office

I Sherry Exline, do solemnly swear and affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws and the ordinances of the Town of Lumberport, now in effect, and those that may be promulgated from time to time, and perform the duties of the Recorder To the best of my ability and judgement. So help me God.

Sherry Exline

STATE OF WEST VIRGINIA
COUNTY OF HARRISON
TOWN OF LUMBERPORT

This document was subscribed and acknowledged before me on this 1st day of July, 2011.

NOTARY PUBLIC OFFICIAL SEAL
MESHELLE D. GREGORY
State of West Virginia
My Comm. Expires Nov 18, 2020
PO Box 4 Haywood, WV 26366

Meshelle D. Gregory
Notary Public My commission expires November 18, 2020

Oath of Office

I Emily Cook, do solemnly swear and affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws and the ordinances of the Town of Lumberport, now in effect, and those that may be promulgated from time to time, and perform the duties of Council Member To the best of my ability and judgement. So help me God.

STATE OF WEST VIRGINIA
COUNTY OF HARRISON
TOWN OF LUMBERPORT

This document was subscribed and acknowledged before me on this 11th day of July, 2011.

NOTARY PUBLIC OFFICIAL SEAL
MESHELLE D. GREGORY
State of West Virginia
My Comm. Expires Nov 18, 2020
PO Box 4 Haywood, WV 26366

Meshelle D. Gregory
Notary Public My commission expires November 18, 2020

Oath of Office

I Rhonda Cook, do solemnly swear and affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws and the ordinances of the Town of Lumberport, now in effect, and those that may be promulgated from time to time, and perform the duties of Council Member To the best of my ability and judgement. So help me God.

Rhonda L Cook

STATE OF WEST VIRGINIA
COUNTY OF HARRISON
TOWN OF LUMBERPORT

This document was subscribed and acknowledged before me on this 11th day of July, 2011.

NOTARY PUBLIC OFFICIAL SEAL
MESHELLE D. GREGORY
State of West Virginia
My Comm. Expires Nov 18, 2020
PO Box 4 Haywood, WV 26366

Meshelle D. Gregory
Notary Public *My commission expires November 18, 2020*

Oath of Office

I Leslie Gianettino, do solemnly swear and affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws and the ordinances of the Town of Lumberport, now in effect, and those that may be promulgated from time to time, and perform the duties of Council Member To the best of my ability and judgement. So help me God.

STATE OF WEST VIRGINIA
COUNTY OF HARRISON
TOWN OF LUMBERPORT

This document was subscribed and acknowledged before me on this 11 day of July, 2011.

NOTARY PUBLIC OFFICIAL SEAL
MESHELLE D. GREGORY
State of West Virginia
My Comm. Expires Nov 18, 2020
PO Box 4 Haywood, WV 26366

Notary Public My commission expires November 18, 2020

Oath of Office

I David Markley, do solemnly swear and affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws and the ordinances of the Town of Lumberport, now in effect, and those that may be promulgated from time to time, and perform the duties of Council Member To the best of my ability and judgement. So help me God.

David Markley

STATE OF WEST VIRGINIA
COUNTY OF HARRISON
TOWN OF LUMBERPORT

This document was subscribed and acknowledged before me on this 11 day of July, 2011.

NOTARY PUBLIC OFFICIAL SEAL
MESHELLE D. GREGORY
State of West Virginia
My Comm. Expires Nov 18, 2020
PO Box 4 Haywood, WV 26368

Meshelle D. Gregory
Notary Public My commission expires November 18, 2020

Oath of Office

I Johnny T. Raven, do solemnly swear and affirm that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the laws and the ordinances of the Town of Lumberport, now in effect, and those that may be promulgated from time to time, and perform the duties of Council Member To the best of my ability and judgement. So help me God.

STATE OF WEST VIRGINIA
COUNTY OF HARRISON
TOWN OF LUMBERPORT

This document was subscribed and acknowledged before me on this 11th day of July, 2011.

NOTARY PUBLIC OFFICIAL SEAL
MESHELLE D. GREGORY
State of West Virginia
My Comm. Expires Nov 18, 2020
PO Box 4 Haywood, WV 26366

Meshelle D. Gregory
Notary Public *My commission expires November 18, 2020*

TOWN OF LUMBERPORT

AN ORDINANCE ENACTING RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWER SYSTEM OF THE TOWN OF LUMBERPORT TO TAKE EFFECT UPON TRANSFER OF THE SEWER SYSTEM OF THE LUMBERPORT AREA PUBLIC SERVICE DISTRICT

WHEREAS, the Town of lumberport is in the process of acquiring from the Lumberport Area Public Service District all of the District's wastewater customers, together with the associated revenues and debt service and all of its operating wastewater collection and treatment facilities, as is where is, and all obligations associated with the Lumberport Area Public Sewer Service District collection and treatment system, and the ownership or operation thereof; and

WHEREAS, it is necessary to have a rate ordinance in effect upon the date of said transfer of the sewer system; and

WHEREAS, it is not necessary to raise the current rates of the Lumberport Area Public Service District.

THEREFORE, the Council of the Town of Lumberport hereby enacts and ordains the following rules, rates and charges for municipal sewer services provided to all customers of the Town of Lumberport's Municipal Sewer System, commencing upon the effective date of the transfer to the Town of the sewer system of the Lumberport Area Public Service District, as hereinafter provided, and in accordance with the following Rates and Schedules:

RULES AND REGULATIONS

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

SCHEDULE I

APPLICABILITY

Applicable within the entire territory served.

AVAILABILITY

Available for general domestic, commercial and industrial and sale for resale sewer service.

RATES (customers with metered water supply)

$8.45 per 1,000 gallons used per month.

MINIMUM CHARGE

No bill will be rendered for less than $25.36 per month, which is the equivalent of 3,000 gallons.

FLAT RATE CHARGE (customers with non-metered water supply)

Equivalent of 4,000 gallons of water usage - $33.81 per month.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the District or a maximum of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

DELAYED PAYMENT PENALTY

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

TAP FEE

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

A tap fee of $50.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to the applicant's premises that is associated with a certificate proceeding.

A tap fee of $300.00 will be charged to customers applying for service outside of a certificate proceeding before the Commission for each new tap to the system.

LEAK ADJUSTMENT

$2.27 per M gal is to be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

SECURITY DEPOSIT

A deposit of $50.00 or 2/12ths of the average annual usage of the applicant's specific customer class.

SCHEDULE II

SURFACE OR GROUND WATER SURCHARGE

An additional amount shall be charged where surface or ground water is introduced into the sanitary system where evidence of a violation exists.

Surcharge formula to be applied in cases where surface drainage is connected to the utility's sewer system.

APPLICABILITY

Whenever the utility has discovered that a customer's roof drain, downspout, storm sewer or similar facilities conducting surface water have been connected to the utility's sewer system and such customer has failed to take appropriate action, within thirty (30) days of a demand by the utility in accordance with the Rules of the Public Service Commission, to eliminate such connection, a surcharge will be imposed upon the customer calculated on the basis of the following formula:

$$S = A \times R \times 0.0006233 \times C$$

S = The surcharge in dollars

A = The area under roof and/or the area of any other water collection surface connected to the sanitary sewer, in square feet

R = The measured monthly rainfall, in inches

0.0006233 = A conversion factor to change inches of rain x square feet of surface to thousands of gallons of water

C = The utility's approved rate per thousand gallons of metered water usage.

The utility shall not impose the surcharge unless and until the customer has been notified by certified mail, return receipt requested, or by hand delivery, that it has been established by smoke testing, dye testing or on-site inspection that rain or surface water is being introduced into the sanitary sewer system at the customer's location, and that the customer has not acted within thirty (30) days from receipt of such notice to divert the water from the sanitary sewer system.

Said surcharge shall be calculated and imposed for each month that said condition continues to exist. Failure to pay the surcharge and/or correct the situation shall give rise to the possible termination of water in accordance with the Rules of the Public Service Commission of West Virginia.

This ordinance takes effect 45 days after passage, or upon the effective date of the transfer to the Town of the sewer system of the Lumberport Area Public Service District if said transfer occurs more than 45 days after passage.

Passed on 1st Reading on the 4th day of April, 2011.

Public Hearing on the 2nd day of May, 2011.

Passed on 2nd Reading on the 2nd day of May, 2011.

BY: _____
Mayor

ATTEST: Virginia L Bould
Recorder

TOWN OF LUMBERPORT COUNCIL MEETING
MAY 02, 2011 7:00PM

Meeting called to order with the pledge to the flag. Council present were Clark Ellis, Tom Exline, John Raven, Jimmy Lopez and Ginny Gould. Also present was Meshelle Gregory from the town office. Mayor Lopez welcomed all visitors.

Steve Cain from Greene Horne and O'Mara addressed the council on the contract for the water project. The small city block grant was not signed. Motion made by John Raven to sign the contract and was seconded by Clark Ellis. All in favor. Motion carried.

Rusty Hutson from Hutson Gas addressed the council on using untreated water that they need for a project. The current PSC rates would go into the agreement. Motion made by Clark Ellis for usage of untreated water. Seconded by Tom Exline. All in favor. Motion carried.

Chris Knight from Meadowlark Lane brought up again on needing a light at the end of his extension. Lights are a cost of $8.00 and cost of running the lights. Jerry Nelson wants a light in front of his house. Motion made by Tom Exline to put two more light up on Meadowlark Lane, one at the beginning and one near Chris Knights if determined. Seconded by Clark Ellis. All in favor. Motion carried. Holes on Meadowlark Lane were also requested to be patched.

Minutes were read from April meeting. Tom Exline made a motion to change wording on one line about the second cruiser repair from estimate to repair. John Raven seconded the motion. All in favor. Approved minutes with the one change. Motion carried. Second cruiser has been repaired for $1400.00.

Police report by Jon Harbart. Talked about the school safety patrol kids. Jon thought the town should show appreciation for the kids before and after school safety patrol. Addressed was the PTO having a cookout and pool party at the Shinnston pool. Ask if the town could donate $200.00 toward the party. Tom Exline made a motion to give $200.00 for the school safety patrol kids party and seconded by John Raven. All in favor. Motion carried. John Raven made a motion to accept the police report and was seconded by Clark Ellis. All in favor motion carried.

No public works report. Butch Smith is on vacation. Mayor Lopez said that mowing the grass, downtown cleaned up, black top needed to begin, drains cleaned out. This needs to be done on a regular bases.

Water plant report by Bill Keener Jr. Everything still working and is doing repairs as needed. We still have safety issues out there. Fencing would be helpful. Road is in bad shape in the water plant area. Due to the rain and kids on their 4-wheeler. Needs addressed when rain lets up. Motion made by John Raven and seconded by Tom Exline to accept the water plant report. All in favor. Motion carried.
Committee reports. Beautification. Flowers were put in the flower bed on the Haywood side. Also hanging flowers on some poles in the downtown area. Mayor Lopez purchased flowers from South Harrison High green house. Two trees were cut down by Paul Watson that was on the town. Asplundl cut the trees and no charge to the town.
Sewer committee report by Tom Exline. Change made. Tim Flint stepped down as chief operator due to health issues. Bill Keener Jr. is now chief operator. Finances needs evaluated for the sewer books. Paper work is a mess.
Old business - Jack Run water line extension has been dismissed. Residents not happy and a meeting is this Friday. Our attorney is asking for a immediate dismissal and if done there will not be a meeting on Friday. The residents that is involved will file a new complaint on the Jack Run water issue.
Second reading of the LAPSSD to accept the sewer board by the town. First ordinance is inacting rates, fees and charges for the service to customers of the sewer system of the town of Lumberport to take effect upon transfer of the sewer system of the Lumberport area public service district.
Second ordinance establishing sewer use regulations for the town of Lumberport on the take over. Tom Exline made a motion to accept the two ordinances and John Raven seconded. All in favor. Motion carried.
The two light bulb on Meadowlark Lane that were out have been replaced.

New business - New hire for the police department will be addressed in executive session.
School bond resolution on proposed building program. The town of Lumbeerport wishes to express its support for the proposed Harrison County 2011 bond program. Motion made by Clark Ellis and seconded by John Raven. All in favor one and two did not vote.
ING retirement for full time employees. Meshelle Gregory addrerss the council on the plan. This is paid by the employees and not the town. This is a payroll deduction. This is sponsored by the state for the local Municipality. Motion made by Tom Exline and seconded by John Raven to

accept the ING retirement fully paid by the employees. All in favor. Motion carried.
Cell phone tower still in court.
Financial report. Council looked over the report and any questions were addressed.John Raven made a motion to accept the financial report, Clark Ellis seconded. All in favor. Motion carried. Tom Exline made a motion to pay bills seconded by Clark Ellis. All in favor. Tom Exline made a motion to go into executive session @ 8:53 pm. All in favor.

Their were two applicants for the partime police officer opening. Gary Weaver and Zack Kesling. Motion made by John Raven and seconded by Tom Exline to hire Gary Weaver @ $11.00 an hour.
Discussion on officer Jeff Beach. Problem with duty schedule that needs adjusted. There is time from 4:00 pm to 6:00 pm with no police officer onduty. Insurance on Office Beach family member. Effective on 5-3-11 office Beach pays all family coverage. 2 months back insurance on family put in a payment plan for office Beach to pay. Motion made by John Raven and seconded by Tom Exline to come out of executive session at 10:08 pm. All in favor. John Raven made a motion to adjourn meeting and seconded by Clark Ellis.

TOWN OF LUMBERPORT COUNCIL MEETING
APRIL 04, 2011 7:00 PM

Meeting called to order by Mayor Lopez with the pledge to the flag. Council members present were Tom Exline, Heidi Oliverio, John Raven and Ginny Gould. Meshelle Gregory was also present. Mayor Lopez welcomed all visitors. Jerry Nelson talked about the light poles at Meadowlark Lane. The eyes needs replaced on two poles. Poles 355 and 357. Ask also about a light between Robinson and Mayfields house. Talked also about light out by Chris Knight. Potholes on Meadowlark need repaired.

Police report by Jon Harbart. Jeff Beach cruiser is up and running. Cost of around $2800.00 that rebuilt transmission with 3 year warranty. The other cruiser needs checked out and serviced. Get repaired if needed. Motion made by John Raven to accept police report and seconded by Heidi Oliverio. All in favor. Motion carried.

Public works report by Butch Smith. No water leaks for the town the past month. Pump out lift station is scheduled. Getting things ready for spring. Generator need repaired at a cost of $2500.00. Work not done on culverts from Jones Run out to Gordon Street. Will check out in a week or so. Need to interview and hire summer help. Talked about Jack Run problem. Mayor Lopez talked about the water project. Dismiss complaint until the next council. Motion made by Tom Exline to accept public works report and seconded by Heidi Oliverio. All in favor. Motion carried.

Water plant report by Bill Keener Jr. Jim Crumble from Tepco has not got back with Bill about water tank gauge problem. Everything else running good. Just a few minor problems that has been repaired. Motion made by Heidi Oliverio to accept water plant report and seconded by John Raven. All in favor. Motion carried.
Committee reports. Tom Exline talked about the sewer take over. Probably not in this council. Certified sewer operation, Bill Keener Jr, received a 50 cents raise from the sewer board.

Old business- Site inspection from the insurance company on repairs of the town office roof. Public works will be doing repairs on the garage roof.

New business - Hiring of another clerk for the office. Look over applications and set up interviews. Police department received two applicants. Public works has two applicants to set up interviews.
Financial report. Council members looked over the financial report.
Motion to accept financial report made by Tom Exline and seconded by John Raven. All in favor. Motion carried.
Mayor Lopez talked about checking around with accounting firms and get quotes for what we need. Meshelle Gregory will check into it.
Motion made by Heidi Oliverio and seconded by Tom Exline to pay bills. All in favor. Motion carried.
Adjourned meeting @ 8:00 pm.

Bennett & Dobbins PLLC
CERTIFIED PUBLIC ACCOUNTANTS

317 Cleveland Avenue
Fairmont, WV 26554-1604
Telephone: (304) 366-4295 Fax: (304) 366-4311

GARY K. BENNETT, MBA-CPA
ZACHARY D. DOBBINS, CPA

December 15, 2011

Town of Lumberport
Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

Town of Lumberport
Lumberport, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

The Public Service Commission of West Virginia (the "PSC) in Case No. 10-1090-PSD-S-PC by Recommended Decision dated August 23, 2011, which became Final Order on September 12, 2011, approved the merger of Lumberport Area Public Service Sewer District (the "District"0 into the Town of Lumberport ("the "Town"), (the "Merger"), contingent upon written bondholder approval from all bondholders of both the District and the Town.

Based upon the rates and charges set forth in the sewer rate ordinance of the Town of Lumberport (the "Town"), enacted May 2, 2011, and projected operation and maintenance expenses and anticipated customer usage as furnished to us by the Town, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the sewerage system (the "System") of the Town, 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 Town's Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), in the aggregate principal amount of $1,755,149.51 (the "Series 2011 A Bonds").

Sincerely,

Bennett & Dobbins PLLC

LAW OFFICE

Thomas R. Michael
ATTORNEY AT LAW
P.O. BOX 250
LOST CREEK, WEST VIRGINIA 26385-0250

PHONE 304-745-5904 FAX 304-745-5907 EMAIL tom_michael@yahoo.com

June 1, 2011

Sandra Squire, Executive Secretary
Public Service Commission of West Virginia
Post Office Box 812
Charleston, WV 25323

VIA FAX (304-340-0325) AND US MAIL

Re: Town of Lumberport
ORDS Lumberport 11A

Dear Ms. Squire:

Enclosed please find 13 copies of the following:

1. Affidavit of Publication in the Clarksburg Exponent/Telegram.

2. Affidavit of Public Notice by Posting.

3. Affidavit of Mailing of Press Release.

Please let me know if any thing else is required.

Yours truly,

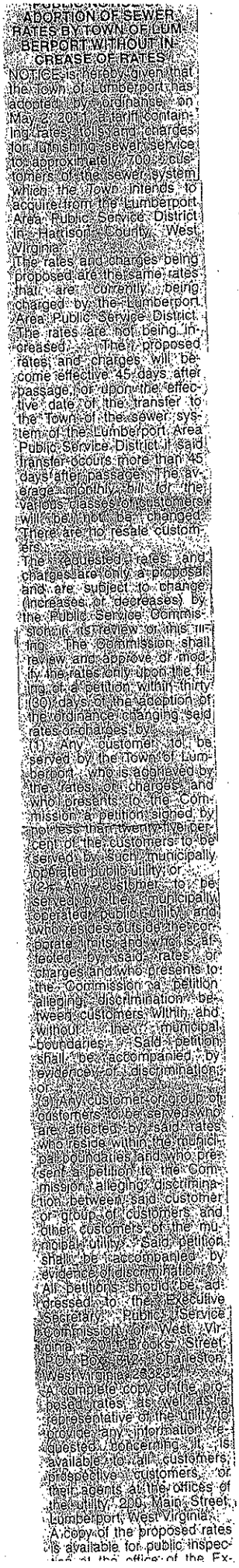
Thomas R. Michael

Thomas R. Michael
Counsel for Town of Lumberport
WV Bar # 2546

Enclosures

cc, with enclosures: Meshelle Gregory, Clerk, Town of Lumberport

RECEIVED
11 JUN -2 AM 9:18
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE



ADOPTION OF SEWER RATES BY TOWN OF LUMBERPORT WITHOUT INCREASE OF RATES

NOTICE is hereby given that the Town of Lumberport has adopted, by ordinance, on May 2, 2011, a tariff containing rates, tolls and charges for furnishing sewer service to approximately 700 customers of the sewer system which the Town intends to acquire from the Lumberport Area Public Service District in Harrison County, West Virginia.

The rates and charges being proposed are the same rates that are currently being charged by the Lumberport Area Public Service District. The rates are not being increased. The proposed rates and charges will become effective 45 days after passage, or upon the effective date of the transfer to the Town of the sewer system of the Lumberport Area Public Service District, if said transfer occurs more than 45 days after passage. The average monthly bill for the various classes of customers will be, not be, changed. There are no resale customers.

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 Commission shall review and approve or modify the rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges by:

(1) Any customer to be served by the Town of Lumberport who is aggrieved by the rates or charges and who presents to the Commission a petition signed by not less than twenty-five percent of the customers to be served by such municipally operated public utility; or

(2) Any customer to be served by the municipally operated public utility and who resides outside the corporate limits and who is affected by said rates or charges and who presents to the Commission a petition alleging discrimination between customers within and without the municipal boundaries. Said petition shall be accompanied by evidence of discrimination; or

(3) Any customer or group of customers to be served who are affected by said rates who reside within the municipal boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the municipal utility. 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, P.O. 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 offices of the utility, 200 Main Street, Lumberport, 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 201 Brooks Street, P.O. Box 812, Charleston, West

PUBLISHER'S CERTIFICATE

I, Sara V. Shingleton, Classified Manager of THE EXPONENT TELEGRAM, a newspaper of general circulation published in the City of Clarksburg, County and state aforesaid, do hereby certify that the annexed:

PUBLIC NOTICE OF ADOPTION OF S

was published in THE EXPONENT-TELEGRAM 2 time(s) commencing on
the 9th day of May 2011 and ending on
the 16th day of May 2011 at the request of
THOMAS R. MICHAEL.
Given under my hand this 17th day of May 2011

The publisher's fee for said publication is: $110.11
for 484 words at $0.1138 per word per day.

Sara V Shingleton
Classified Manager of The Exponent-Telegram

SEAL

Subscribed to and sworn to before me this 17th day of May 2011.

Shelley F. Riffle
Notary Public in and for Harrison County, WV

My commission expires on:
The 21 day of July 20 19

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
SHELLEY F. RIFFLE
Clarksburg Publishing Co.
PO Box 2000, 324 Hewes Ave.
Clarksburg, WV 26302-2000
My Commission Expires July 21, 2019

LAW OFFICE

Thomas R. Michael
ATTORNEY AT LAW
P.O. BOX 250
LOST CREEK, WEST VIRGINIA, 26385-0250

PHONE 304-745-5904 FAX 304-745-5907 EMAIL tom_michael@yahoo.com

May 10, 2011

RECEIVED
11 MAY 11 AM 8:28
W VA PUBLIC SERVICE COMMISSION
SECRETARY'S OFFICE

Sandra Squire, Executive Secretary
Public Service Commission of West Virginia
Post Office Box 812
Charleston, WV 25323

Re: ORDS Lumberport 11A

Dear Ms. Squire:

Enclosed, for filing in the above-referenced matter, please find thirteen (13) copies of the **Affidavit of Publication of Pre-Adoption Notice.**

Yours truly,

Thomas R. Michael

Thomas R. Michael/VLM
WV Bar No. 2546

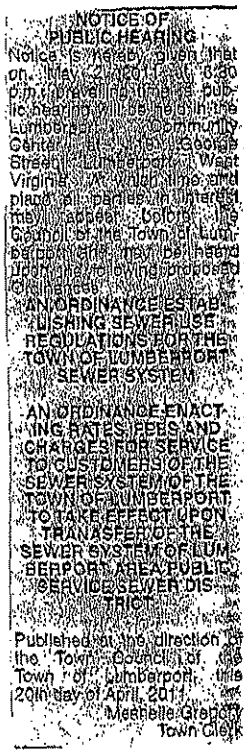
TRM/vlm

cc: James Lopez, Mayor, Town of Lumberport

PUBLISHER'S CERTIFICATE

I, Sara V. Shingleton, Classified Manager of THE EXPONENT TELEGRAM, a newspaper of general circulation published in the City of Clarksburg, County and state aforesaid, do hereby certify that the annexed:

NOTICE OF PUBLIC HEARING NOTIC



NOTICE OF PUBLIC HEARING

Notice is hereby given that on May 2, 2011 at 6:30 p.m. prevailing time a public hearing will be held in the Lumberport Community Center located at 360 Main Street, Lumberport, West Virginia, at which time and place all parties in interest may appear before the Council of the Town of Lumberport and be heard upon the following proposed ordinances:

AN ORDINANCE ESTABLISHING SEWER USE REGULATIONS FOR THE TOWN OF LUMBERPORT SEWER SYSTEM

AN ORDINANCE ENACTING RATES, FEES AND CHARGES FOR SERVICE TO CUSTOMERS OF THE SEWER SYSTEM OF THE TOWN OF LUMBERPORT TO TAKE EFFECT UPON TRANASFER OF THE SEWER SYSTEM OF LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT

Published at the direction of the Town Council of the Town of Lumberport this 20th day of April, 2011.

Meshelle Gregory
Town Clerk

was published in THE EXPONENT-TELEGRAM 8 time(s) commencing on
the 23rd day of April 2011 and ending on
the 2nd day of May 2011 at the request of
TOWN OF LUMBERPORT.

Given under my hand this 2nd day of May 2011

The publisher's fee for said publication is: $110.50
for 136 words at $0.1016 per word per day.

Sara V Shingleton
Classified Manager of The Exponent-Telegram

SEAL

Subscribed to and sworn to before me this 2nd day of May 2011.

Shelley F. Riffle
Notary Public in and for Harrison County, WV

My commission expires on:
The 21 day of July 2019

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
SHELLEY F. RIFFLE
Clarksburg Publishing Co.
PO Box 2000, 324 Hewes Ave.
Clarksburg, WV 26302-2000
My Commission Expires July 21, 2019

TOWN OF LUMBERPORT

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 Lumberport 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 Clerk 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 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 Clerk at the front door or bulletin board of the Town Hall not less than two 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 5th day of December, 2011.

Mayor

Recorder

AN ORDINANCE TO ESTABLISH A SANITARY BOARD

BE IT ORDAINED BY THE COMMON COUNCIL OF THE TOWN OF LUMBERPORT as follows:

Section 1. SANITARY BOARD CREATED; COMPOSITION.

There is hereby created in and for the Town of Lumberport a Sanitary Board for the custody, supervision, control, administration, operation, management and maintenance of the sewer system to be acquired by the Town from the Lumberport Area Public Sewer Service District and for the construction, acquisition, improvement, equipment, custody, operation, management and maintenance of any system of works for the collection and control of storm water, and for the collection of revenues therefrom, all as permitted and provided by West Virginia Code §16-13-1 to §16-18-24, and such Sanitary Board shall be composed of the Mayor and two other persons. Members shall be nominated by the Mayor and the nomination shall be confirmed by the Council. Members may or may not be residents of the Town of Lumberport.

Section 2. OFFICERS; COMPENSATION AND BONDS OF MEMBERS.

No officer or employee of the Town of Lumberport , except the Mayor, whether holding a paid or unpaid office, shall be eligible to appointment on said sanitary board until at least one year after the expiration of the term of his or her public office. The appointees shall originally be appointed for terms of two and three years respectively, and upon the expiration of each term and each succeeding term, an appointment of a successor shall be made in like manner for a term of three years. Vacancies shall be filled for an unexpired term in the same manner as the original appointment. Each member shall give such bond, if any, as may be required by the Council. The Mayor shall act as chairman of the sanitary board, which shall elect a vice chairman from its members and shall designate a secretary and treasurer (but the secretary and the treasurer may be one and the same), who need not be a member or members of the sanitary board. The vice chairman, secretary and treasurer shall hold office as such at the will of the sanitary board.

Council hereby reserves the right and privilege from time to time by ordinance to fix compensation of the members of such Board and the secretary and treasurer thereof, and also to require and fix the amount of bonds which any or all of such officials may be required to furnish. All compensation, together with any expenses incurred in the performance of their duties, shall be paid solely from funds derived from the operation of the sewer system or the stormwater system. The Sanitary Board shall have power to establish bylaws, rules and regulations for its own government.

CROSS REFERENCE: W. Va. Code 16-13-18.

First Reading passed by the Common Council of the Town of Lumberport, Harrison County, West Virginia, on the 7th day of February, 2011.

Public Hearing held on the 7th day of March, 2011.

Second Reading passed by the Common Council of the Town of Lumberport, Harrison County, West Virginia, on the 7th day of March, 2011.

James Lopez, Mayor

Attest:

Virginia Gould, Recorder

TOWN OF LUMBERPORT

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

PETITION OF SANITARY BOARD

The Sanitary Board of the Town of Lumberport (the "Town") hereby petitions the Council of the Town to enact an ordinance directing that the Town, pursuant to the provisions of Chapter 16, Article 13 of the West Virginia Code of 1931, as amended, assume, re-designate and replace the Lumberport Area Public Service Sewer District Sewer Revenue Bonds, Series 1997 A (West Virginia Infrastructure Fund), in the original aggregate principal amount of $2,830,370.

TOWN OF LUMBERPORT SANITARY BOARD

By: _____
Its: Chairman

537610.00002

ORDINANCE NO. ___
AN ORDINANCE ESTABLISHING
SEWER USE REGULATIONS FOR THE TOWN
OF LUMBERPORT SEWER SYSTEM

An ordinance regulating the use of public and private sewers and drains, private wastewater disposal, the installation and connection of building sewers, and the discharge of waters and wastes into the public sewer system(s); and providing penalties for violations thereof.

The use of the sewer system of the Town is determined to be essential for the protection and preservation of the public health, comfort, safety, economy and general welfare of the inhabitants of the Town and of the area served.

Be it ordained and enacted by the Council of the Town of Lumberport, West Virginia as follows:

ARTICLE I
Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in this ordinance shall have the meanings hereinafter designated:

Sec. 1 "Act" – The Federal Water Pollution Control Act also referred to as the Clean Water Act, as amended, 33. U.S.C. 1251, et seq.

Sec. 2 "ASTM" – American Society for Testing Materials.

Sec. 3 "Authority" – the Town, or its representative thereof.

Sec. 4 "Council and Board" – Council means the Mayor and Town Council, as constituting the governing body of said Town. Board means the Mayor and fellow Members of the Sanitary Board.

Sec. 5 "BOD5 or Biochemical Oxygen Demand" – the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees Centigrade in terms of milligrams per liter (mg/l).

Sec. 6 "Building Drain" — that part of the lowest horizontal piping of a drainage system which receives the discharge from waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet outside the building wall.

Sec. 7 "Building Sewer" – the extension from the building drain to the public sewer or other place of disposal, also referred to as a house connection or service connection.

Sec. 8 "Town" — the area within the corporate boundaries of the Town as presently established or as amended by ordinance or other legal actions at a future time. The term "Town" when used herein may also be used to refer to the Town Council and its authorized representative. The service area of the sewer system may extend outside the Town.

Sec. 9 "Chemical Oxygen Demand (COD)" – the quantity of oxygen utilized in the chemical oxidation of organic matter as determined by standard laboratory procedures, and as expressed in terms of milligrams per liter (mg/l).

Sec. 10 "Compatible Pollutant" – biochemical oxygen demand, suspended solids, pH, and

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fecal coliform bacteria, plus additional pollutants identified in the NPDES/SDS Permit if the treatment facilities are designed to treat such pollutants to a degree which complies with effluent concentration limits imposed by the permit.

Sec. 11 "Control Manhole" — a structure specially constructed for the purpose of measuring flow and sampling of wastes.

Sec. 12 "Easement" — an acquired legal right for the specific use of land owned by others.

Sec. 13 "Fecal Coliform" — any number of organisms common to the intestinal tract of man and animals whose presence in sanitary sewage is an indicator of pollution.

Sec. 14 "Floatable Oil" – oil, fat, or grease in a physical state, such that it will separate by gravity from wastewater.

Sec. 15 "Garbage" – animal and vegetable waste resulting from the handling, preparation, cooking, and serving of food.

Sec. 16 "Incompatible Pollutant" — any pollutant that is not defined as a compatible pollutant (Sec. 10) including non-biodegradable dissolved solids.

Sec. 17 "Industry" – any nongovernmental or nonresidential user of a publicly owned treatment works which is identified in the Standard Industrial Classification Manual, latest edition, which is categorized in Divisions A, B, D, E and I.

Sec. 18 "Industrial Waste" — gaseous, liquid, and solid wastes resulting from industrial or manufacturing processes, trade or business, or from the development, recovery, and processing of natural resources, as distinct from residential or domestic strength wastes.

Sec. 19 "Infiltration" — water entering the sewage system (including building drains and pipes) from the ground through such means as defective pipes, pipe joints, connections, and manhole walls.

Sec. 20 "Infiltration/Inflow (I/I)" - the total quantity of water from both infiltration and inflow.

Sec. 21 "Inflow" - water other than wastewater that enters a sewer system (including building drains) from sources such as, but not limited to, roof leaders, cellar drains, yard and area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross-connections from storm sewers, catch basins, surface runoff, street wash waters or drainage.

Sec. 22 "Interference" - the inhibition or disruption of the Town's wastewater disposal system processes or operations which causes or significantly contributes to a violation of any requirement of the Town's NPDES/SDS Permit. The term includes instances of sewage sludge use or disposal by the Town in accordance with published regulations providing guidelines under Section 405 of the Act or any regulations developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or more stringent State criteria applicable to the method of disposal or use employed by the Town.

Sec. 23 "May" – is permissive (see "Shall", Section 35).

Sec. 24 "National Categorical Pretreatment Standards" - Federal Regulations establishing pretreatment standards for introduction of pollutants in publicly-owned wastewater treatment facilities which are determined to be not susceptible to treatment by such treatment facilities or would interfere with the operation of such treatment facilities, pursuant to Section 307(b) of the Act.

Sec. 25 "National Pollutant Discharge Elimination System (NPDES) Permit" — a permit issued by the WVDEP, setting limits on pollutants that a permittee may legally discharge into

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navigable waters of the United States pursuant to Sections 402 and 405 of the Act.

Sec. 26 "Natural Outlet" - any outlet, including storm sewers and combined sewers, which overflow into a watercourse, pond, ditch, lake or other body of surface water or ground water.

Sec. 27 "Non-contact Cooling Water" — the water discharged from any use such as air conditioning, cooling or refrigeration, or during which the only pollutant added, is heat.

Sec. 28 "Normal Domestic Strength Waste" — wastewater that is primarily introduced by residential users with a BOD5 concentration not greater than 200 mg/l and a suspended solids (TSS) concentration not greater than 250 mg/l.

Sec. 29 "Person" — any individual, firm, company, association, society, corporation, or group.

Sec. 30 "pH" - the logarithm of the reciprocal of the concentration of hydrogen ions in terms of grams per liter of solution.

Sec. 31 "Pretreatment" - the treatment of wastewater from industrial sources prior to the introduction of the waste effluent into a publicly-owned treatment works (See Sec. 24).

Sec. 32 "Properly Shredded Garbage" - the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers with no particle greater than 1/2 inch (1.27 cm) in any dimension.

Sec. 33 "Sewage" - the spent water of a community. The preferred term is wastewater.

Sec. 34 "Sewer" - a pipe or conduit that carries wastewater or drainage water.

a. "Collection Sewer" - a sewer whose primary purpose is to collect wastewaters from individual point source discharges and connections.

b. "Combined Sewer" - a sewer intended to serve as a sanitary sewer and a storm sewer.

c. "Force Main" - a pipe in which wastewater is carried under pressure.

d. "Interceptor Sewer" - a sewer whose primary purpose is to transport wastewater from collection sewers to a treatment facility.

e. "Private Sewer" - a sewer which is not owned and maintained by a public authority.

f. "Public Sewer" - a sewer owned, maintained and controlled by a public authority.

g. "Sanitary Sewer" - a sewer intended to carry only liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with minor quantities of ground, storm, and surface waters which are not admitted intentionally.

h. "Storm Sewer or Storm Drain" - a drain or sewer intended to carry storm waters, surface runoff, ground water, sub-surface water, street wash water, drainage, and unpolluted water from any source.

Sec. 35 "Shall" – is mandatory (see "May", Section 23).

Sec. 36 "Significant Industrial User" — any industrial user of the wastewater treatment facility which has a discharge flow (1) in excess of 25,000 gallons per average work day, or (2) has exceeded five percent (5%) of the total flow received at the treatment facility, or (3) whose waste contains a toxic pollutant in toxic amounts pursuant to Section 307(a) of the Act, or (4) whose discharge has a significant effect, either singly or in combination with other contributing industries, on the wastewater disposal system, the quality of sludge, the system's effluent quality, or emissions generated by the treatment system.

Sec. 37 "Slug" - any discharge of water or wastewater which in concentration of any given

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constituent, or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average 24-hour concentration of flows during normal operation, and shall adversely affect the collection and/or performance of the wastewater treatment works.

Sec. 38 "Superintendent" — the utilities superintendent or a deputy, agent or representative thereof. The Mayor or City Manager may act as the superintendent.

Sec. 39 "Suspended Solids (SS) or Total Suspended Solids (TSS)" - the total suspended matter that either floats on the surface of, or is in suspension in water, wastewater or other liquids, and is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater", latest edition, and referred to as non-filterable residue.

Sec. 40 "Tap fee" – the fee, if any, paid by prospective customers of the system in order to connect thereto.

Sec. 41 "Toxic Pollutant" — the concentration of any pollutant or combination of pollutants which upon exposure to or assimilation into any organism will cause adverse effects as defined in standards issued pursuant to Section 307(a) of the Act.

Sec. 42 "Unpolluted Water" - water of quality equal to or better than the effluent criteria in effect, or water that would not cause violation of receiving water quality standards, and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities. (See "Non-contact Cooling Water", Sec. 27.).

Sec. 43 "User" - any person who discharges or causes or permits the discharge of wastewater into the Town's wastewater disposal system.

Sec. 44 "Wastewater" — the spent water of a community and referred to as sewage. From the standpoint of source, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants, and institutions together with any ground water, surface water and storm water that may be present.

Sec. 45 "Wastewater facilities" – the structures, equipment, and processes required to collect, carry away, and treat domestic and industrial wastes and dispose of the effluent.

Sec. 46 "Wastewater Treatment Works or Treatment Works" - an arrangement of any devices, facilities, structures, equipment, or processes owned or used by the Town for the purpose of the transmission, storage, treatment, recycling, and reclamation of municipal sewage, domestic sewage or industrial wastewater, or structures necessary to recycle or reuse water including interceptor sewers, outfall sewers, collection sewers, pumping, power, and other equipment and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled water supply such as standby treatment units and clearwell facilities; and any works including land which is an integral part of the treatment process or is used for ultimate disposal of residues resulting from such treatment.

Sec. 47 "Watercourse" - a natural or artificial channel for the passage of water, either continuously or intermittently.

Sec. 48 "WPCF" - the Water Pollution Control Federation.

Sec. 49 "WVDEP" — West Virginia Department of Environmental Protection.

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ARTICLE II
Control by the Utilities Superintendent

Sec. 1 The Utilities Superintendent shall have control and general supervision of all public sewers and service connections in the Town, and shall be responsible for administering the provisions of this ordinance to the end that a proper and efficient public sewer is maintained.

ARTICLE III
Required Use of Public Sewers Where Available

Sec. 1 It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the Town, or in any service area under jurisdiction of the Town's sewer system, any human or animal excrement, garbage or objectionable waste.

Sec. 2 It shall be unlawful to discharge to any natural outlet any wastewater or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance and the Town's NPDES/SDS Permit.

Sec. 3 Except as provided hereinafter, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of wastewater.

Sec. 4 The owner(s) of all houses, buildings, or properties used for human occupancy, employment, recreation or other purposes from which wastewater is discharged, and which is situated within the Town and adjacent to any street, alley, or right-of-way in which there is now located, or may in the future be located, a public sanitary sewer of the Town, shall be required at the owner(s) expense to install a suitable service connection to the public sewer in accordance with provisions of this Ordinance, within 90 days of the date said public sewer is operational and after proper notice is given to said owner(s) that sewer service is available, provided said public sewer is within 200 feet of the structure generating the wastewater. All future buildings constructed on property adjacent to the public sewer shall be required to immediately connect to the public sewer. If sewer connections are not made pursuant to this section, an official 30-day notice shall be served instructing the affected property owner to make said connection.

Sec. 5 In the event an owner shall fail to connect to a public sewer in compliance with a notice given under Article III, Section 4 of this Ordinance, the Town mya undertake to have said connection made and shall assess the cost thereof against the benefited property. Such assessment, when levied, shall bear interest at the lawful rate determined and shall be collected and remitted to the Town in the same manner as assessments for local improvements. The rights of the Town shall be in addition to any remedial or enforcement provisions of this Ordinance.

ARTICLE IV
Private Wastewater Disposal

Sec. 1 Where a public sewer is not available under the provisions of Article III, Section 4; the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this Article.

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Sec. 2 Prior to commencement of construction of a private wastewater disposal system, the owner(s) shall first obtain a written permit signed by the Town. The application for such permit shall be made on a form furnished by the Town, which the applicant shall supplement by any plans, specifications, and other information as are deemed necessary to the Town.

Sec. 3 A permit for a private wastewater disposal system shall not become effective until the installation is completed to the satisfaction of the Town or its authorized representative. The Town or its representative shall be allowed to inspect the work at any stage of construction, and, in any event, the applicant for the permit shall notify the Town when work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within eight (8) hours of the receipt of notice.

Sec. 4 The type, capacities, location, and layout of a private wastewater disposal system shall comply with all requirements of applicable law pertaining to Individual Sewage Treatment System Standards. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

Sec. 5 At such time as a public sewer becomes available to a property serviced by a private wastewater disposal system, a direct connection shall be made to the public sewer within 90 days in compliance with the Ordinance, and within 30 days any septic tanks, cesspools, and similar private wastewater disposal systems shall be cleaned of sludge. The bottom shall be broken to permit drainage, and the tank or pit filled with suitable material.

Sec. 6 The owner(s) shall operate and maintain the private wastewater disposal facilities in a sanitary manner at all times at no expense to the Town.

Sec. 7 No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the WVDEP or the West Virginia Department of Health and Human Resources.

ARTICLE V
Building Sewers and Connections

Sec. 1 Any new connection(s) to the sanitary sewer system shall be prohibited unless sufficient capacity is available in all downstream facilities including, but not limited to capacity for flow, BOD5, and suspended solids, as determined by the Superintendent.

Sec. 2 No unauthorized person(s) shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the Town.

Sec. 3 Applications for permits shall be made on forms prescribed by the Town, and shall constitute an agreement by the applicant with the Town to abide by all provisions of this ordinance and such applicable rules and regulations of the Town in regard to use of the sewer system.

Sec. 4 There shall be two (2) classes of building sewer permits: (a) for residential and commercial service, and (b) for service to establishments producing industrial wastes. In either case, the application shall be supplemented by any plans, specifications, or any other information considered pertinent in the judgment of the Town. The industry, as a condition of permit authorization, must provide information describing its wastewater constituents, characteristics, and type of activity.

Sec. 5 All costs and expenses incidental to the installation and connection of the building

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sewer shall be borne by the owner(s). The owner(s) shall indemnify the Town from any loss or damage that may be directly or indirectly occasioned by the installation building of the sewer.

Sec. 6 A separate and independent building sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway. The building sewer from the front building may be extended to the rear building and the whole considered one building sewer. The Town does not and will not assume any obligation or responsibility for damage caused by or resulting from any such connection aforementioned.

Sec. 7 Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the superintendent or his representative, to meet all requirements of this ordinance.

Sec. 8 The size, slopes, alignment, materials of construction of a building sewer, and the methods to be used in excavating, placing of the pipe, jointing, testing, and backfilling of the trench, shall all conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the Town. In the absence of code provisions or in the amplification thereof, the materials and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply, provided said specifications do not conflict with the State Building Code.

Sec. 9 Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

Sec. 10 No person(s) shall make connection of roof downspouts, foundation drains, areaway drains, or other sources of surface runoff or groundwater to a building sewer or indirectly to the wastewater disposal system.

Sec. 11 The connection of the building sewer into the public sewer shall conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the Town, or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9, provided said specifications do not conflict with the State Building Code. All such connections shall be made gastight and watertight, and verified by proper testing to prevent the inclusion of infiltration/inflow. Any deviation from the prescribed procedures and materials must be approved by the Town prior to installation.

Sec. 12 The applicant for the building sewer permit shall notify the Town when the building sewer is ready for inspection and connection to the public sewer. The connection and inspection shall be made under the supervision of the superintendent or authorized representative thereof.

Sec. 13 All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work, shall be restored in a manner satisfactory to the Town.

Sec. 14 No person shall make a service connection with any public sewer unless regularly certified under this chapter to perform such work, and no permit shall be granted to any person except such regularly certified person.

Sec. 15 Any person desiring a certificate to make a service connection with public sewers, shall apply in writing to the Town Council with satisfactory evidence that the applicant or employer

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is trained or skilled in the business and qualified to receive a certificate. All applications shall be referred to the Superintendent for recommendations to the Council. If approved by the Council, such certificate shall be issued by the Town Clerk upon the filing of a bond as hereinafter provided.

Sec. 16 No certificate shall be issued to any person until a bond to the Town, in an amount approved by the Council from time to time, is filed with the Town Clerk conditioned that the certificate holder will indemnify and save harmless the Town from all suits, accidents, and damage that may arise by reason of any opening in any street, alley, or public ground, made by the certificate holder or by those in the certificate holder's employment for any purpose whatever, and that the certificate holder will replace and restore the street and alley over such opening to the condition existing prior to installation, adequately guard with barricades and lights and will keep and maintain the same to the satisfaction of the Superintendent, and shall conform in all respects to the rules and regulations of the Council relative thereto, and pay all fines that may be imposed on the certificate holder by law.

Sec. 17 There is an administrative fee for a certificate, or certificate renewal, for making service connections in the amount of $25.00.. All certificate s shall expire one year after issuance unless the certificate is renewed, suspended or revoked by the Council for cause.

Sec. 18 The Council may suspend or revoke any certificate issued under this article for any of the following causes:

a. Giving false information in connection with the application for a certificate.

b. Incompetence of the certificate holder.

c. Willful violation of any provisions of this article or any rule or regulation pertaining to the making of service connections.

ARTICLE VI
Use of Public Services

Sec. 1 No person(s) shall discharge or cause to be discharged any unpolluted water such as stormwater, ground water, roof runoff, surface drainage, or non-contact cooling water to any sanitary sewer.

Sec. 2 Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designed as storm sewers or to a natural outlet approved by the Town and other regulatory agencies. Industrial cooling water or unpolluted process waters may be discharged to a storm sewer or natural outlet on approval of the Town and upon approval and the issuance of a discharge permit by the WVDEP.

Sec. 3 No person(s) shall discharge or cause to be discharged any of the following described waters or wastes to any public sewers:

a. Any liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious in any other way to the wastewater disposal system or to the operation of the system. Prohibited materials include, but are not limited to, gasoline, kerosene, naptha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfide.

b. Solid or viscous substances which will cause obstruction to the flow in a sewer or

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other interference with the operation of the wastewater treatment facilities such as, but not limited to, grease, garbage with particles greater than one-half (1/2) inch in any dimension, animal guts or tissues, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, asphalt residues, residues from refining or processing of fuel or lubricating oil, mud or glass grinding or polishing wastes.

c. Any wastewater having a pH of less than 5.0 or greater than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the wastewater disposal system.

d. Any wastewater containing toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to inhibit or disrupt any wastewater treatment process, constitute a hazard to humans or animals, or create a toxic effect in the receiving waters of the wastewater disposal system. A toxic pollutant shall include but not be limited to any pollutant identified pursuant to Section 307(a) of the Act.

Sec. 4 The following described substances, materials, water, or wastes shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either sewers, the wastewater treatment works treatment process or equipment, will not have an adverse effect on the receiving stream and/or soil, vegetation and ground water, or will not otherwise endanger lives, limb, public property, or constitute a nuisance. The Superintendent may set limitations lower than limitations established in the regulations below if, in his opinion, such more severe limitations are necessary to meet the above objectives. In forming his opinion as to the acceptability of wastes, the Superintendent will give consideration to such factors as the quantity of subject waste in reaction to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, the Town's NPDES/SDS permit, capacity of the sewage treatment plant, degree of treat ability of wastes in the sewage treatment plant, and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewaters discharged to the sanitary sewer which shall not be violated without approval of the Superintendent are as follows:

a. Any wastewater having a temperature greater than 150 degrees F (65.6 degrees C), or causing, individually or in combination with other wastewater, the influent at the wastewater treatment plant to have a temperature exceeding 104 degrees F (40 degrees C), or having heat in amounts which will inhibit biological activity in the wastewater treatment works resulting in interference therein.

b. Any wastewater containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32 degrees F and 150 degrees F (0 degrees C and 65.6 degrees C); and any wastewater containing oil and grease concentrations of mineral origin of greater than 100 mg/l, whether emulsified or not.

c. Any quantities or flow, concentrations, or both which constitute a "slug" as defined herein. (See Article I, Section 37).

d. Any garbage not properly shredded, as defined in Article I. Section 32. Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the

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preparation of food on the premises or when served by caterers.

e. Any noxious or malodorous liquids, gases, or solids which either singly or by interaction with other wastes are capable of creating a public nuisance or hazard to life, or are sufficient to prevent entry into the sewers for their maintenance and repair.

f. Any wastewater with objectionable color not removed in the treatment process, such as, but not limited to dye wastes and vegetable tanning solutions.

g. Non-contact cooling water or unpolluted storm drainage, or ground water.

h. Wastewater containing inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate) in such quantities that would cause disruption with the wastewater disposal system.

i. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Superintendent in compliance with applicable State or Federal regulations.

j. Any waters or wastes containing the following substances to such degree that any such material received in the composite wastewater at the wastewater treatment works in excess of the following limits for such materials:

Waste or Chemical	Daily Maximum Concentration (mg/l)	30-Day Average Concentration (mg/l)
Arsenic		
Cadmium	1.2	0.5
Copper	4.5	1.8
Cyanide	0.8	0.23
Lead	0.6	0.3
Mercury		
Nickel	4.1	1.8
Silver		
Total Chromium	7.0	2.5
Zinc	4.2	1.8
Total Heavy Metals (Copper, Chromium, Nickel, Zinc)	10.5	5.0
Phenolic compounds which cannot be removed by Town's wastewater treatment system.		

k. Any wastewater which creates conditions at or near the wastewater disposal system which violates any statute, rule, regulation, or ordinance of any regulatory agency, or state or federal regulatory body.

l. Any waters or wastes containing BOD5 or suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment works, except as may be permitted by specific written agreement subject to the provisions of Section 17 of this Article.

Sec. 5 If any waters or wastes are discharged or are proposed to be discharged to the public

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sewers which contain substances or possess the characteristics enumerated in Section 4 of this Article, and/or which in the judgment of the Superintendent, may have a deleterious effect upon the wastewater treatment facilities, processes, or equipment; receiving water and/or soil, vegetation, and ground water; or which otherwise create a hazard to life or constitute a public nuisance, the Town may:

a. Reject the wastes,

b. Require pretreatment to an acceptable condition for discharge to the public sewers, pursuant to Section 307(b) of the Act and all addendums thereof,

c. Require control over the quantities and rates of discharge, and/or,

d. Require payment to cover the added costs of handling, treating, and disposing of wastes not covered by existing taxes or sewer service charges.

If the Town permits the pretreatment or equalization of waste flows, the design, installation, and maintenance of the facilities and equipment shall be made at the owner's expense, and shall be subject to the review and approval of the Town pursuant to the requirements of the WVDEP.

Sec. 6 No user shall increase the use of process water or, in any manner, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in Sections 3 and 4 of this Article, or contained in the National Categorical Pretreatment Standards or any state requirements.

Sec. 7 Where pretreatment or flow-equalizing facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation at the expense of the owner(s).

Sec. 8 Grease, oil, and sand interceptors shall be provided when, in the opinion of the Superintendent, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in Section 4(b), any flammable wastes as specified in Section 3(a), sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of the type to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner(s) shall be responsible for the proper removal and disposal of the captured materials by appropriate means, and shall maintain a record of dates and means of disposal which are subject to review by the Superintendent. Any removal and hauling of the collected materials not performed by the owner's personnel must be performed by a currently certified waste disposal firm.

Sec. 9 Where required by the Town, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure, or control manhole, with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of wastes. Such structure shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Town. The structure shall be installed by the owner at his expense and shall be maintained by the owner to be safe and accessible at all times.

Sec. 10 The owner of any property serviced by a building sewer carrying industrial wastes may, at the discretion of the Town, be required to provide laboratory measurements, tests, or analyses of waters or wastes to illustrate compliance with this Ordinance and any special conditions for discharge established by the Town or regulatory agencies having jurisdiction over the discharge. The number, type, and frequency of sampling and laboratory analyses to be performed by the owner shall be as stipulated by the Town. The industry must supply a complete analysis of the constituents

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of the wastewater discharge to assure that compliance with Federal, State and local standards are being met. The owner shall report the results of measurements and laboratory analyses to the Town at such times and in such manner as prescribed by the Town. The owner shall bear the expense of all measurements, analyses, and reporting required by the Town. At such times as deemed necessary, the Town reserves the right to take measurements and samples for analysis by an independent laboratory.

Sec. 11 All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater, published by the American Public Health Association. Sampling methods, location, times, duration and frequencies are to be determined on an individual basis subject to approval by the Superintendent.

Sec. 12 Where required by the Town, the owner of any property serviced by a sanitary sewer shall provide protection from an accidental discharge of prohibited materials or other substances regulated by this ordinance. Where necessary, facilities to prevent accidental discharges of prohibited materials shall be provided and maintained at the owner's expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Superintendent for review and approval prior to construction of the facility. Review and approval of such plans and operating procedures shall not relieve any user from the responsibility to modify the user's facility as necessary to meet the requirements of this ordinance. Users shall notify the Superintendent immediately upon having a slug or accidental discharge of substances of wastewater in violation of this ordinance to enable countermeasures to be taken by the Superintendent to minimize damage to the wastewater treatment works. Such notification will not relieve any user of any liability for any expense, loss or damage to the wastewater treatment system or treatment process, or for any fines imposed on the Town on account thereof under any State and Federal law. Employees shall insure that all employees who may cause or discover such a discharge are advised of the emergency notification procedure.

Sec. 13 No person, having charge of any building or other premises which drains into the public sewer, shall permit any substance or matter which may form a deposit or obstruction to flow or pass into the public sewer. Within 90 days after receipt of written notice from the Town, the owner shall install a suitable and sufficient catch basin or waste trap, or if one already exists, shall clean out, repair or alter the same, and perform such other work as the Superintendent may deem necessary. Upon the owner's refusal or neglect to install a catch basin or waste trap or to clean out, repair, or alter the same after the period of 120 days, the Superintendent may cause such work to be completed at the expense of the owner or representative thereof.

Sec. 14 Whenever any service connection becomes clogged, obstructed, broken or out of order, or detrimental to the use of the public sewer, or unfit for the purpose of drainage, the owner shall repair or cause such work to be done as the Superintendent may direct. Each day after seven (7) days that a person neglects or fails to so act shall constitute a separate violation of this section, and the Superintendent may then cause the work to be done, and recover from such owner or agent the expense thereof by an action in the name of the Town.

Sec. 15 The owner or operator of any motor vehicle washing or servicing facility shall provide and maintain in serviceable condition at all times, a catch basin or waste trap in the building drain system to prevent grease, oil, dirt or any mineral deposit from entering the public sewer system.

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Sec. 16 In addition to any penalties that may be imposed for violation of any provision of this Ordinance , the Town may assess against any person the cost of repairing or restoring sewers or associated facilities damaged as a result of the discharge of prohibited wastes by such person, and may collect such assessment as an additional charge for the use of the public sewer system or in any other manner deemed appropriate by the Town.

Sec. 17 No statement contained in this Article shall be construed as preventing any special agreement or arrangement between the Town and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Town for treatment, subject to payment therefore by the industrial concern, providing that National Categorical Pretreatment Standards and the Town's NPDES/SDS Permit limitations are not violated.

ARTICLE VII
Damage to Facilities and Immediate Arrest

Sec. 1 No person(s) shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is part of the wastewater facilities. Any person violating this provision shall be subject to immediate arrest under the charge of a misdemeanor.

ARTICLE VIII
User Rate Schedule for Charges

Sec. 1 Each user of sewer service shall pay the charge(s) applicable to the type of service, and in accordance with the provisions set forth in the Town's Tariff, as amended from time to time.

ARTICLE IX
Powers and Authority of Inspectors

Sec. 1 The Superintendent or other duly authorized employees of the Town, bearing proper credentials and identification, shall be permitted to enter all properties for the purpose of inspection, observations, measurement, sampling, and testing pertinent to the discharges to the Town's sewer system in accordance with the provisions of this ordinance.

Sec. 2 The Superintendent or other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on the type and source of discharge to the wastewater collection system. An industry may withhold information considered confidential however the industry must establish that the revelation to the public of the information in question might result in an advantage to competitors. If information is withheld, the Town may refuse to accept the waste.

Sec. 3 While performing necessary work on private properties, the Superintendent or duly authorized employees of the Town shall observe all safety rules applicable to the premises established by the owner or occupant of the property, and the owner or occupant of the property shall be held harmless for injury or death to the Town employees and the Town shall indemnify the owner or occupant of the property against loss or damage to its property caused by Town employees and against liability claims and demands for personal injury or property damage asserted against the

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owner or occupant of the property and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the owner or occupant of the property to maintain safe conditions as required in Article VI, Section 9 of this ordinance.

Sec. 4 The Superintendent or other duly authorized employees of the Town bearing proper credentials and identification shall be permitted to enter all private properties through which the Town holds a duly recorded easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the wastewater facilities lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly recorded easement pertaining to the private property involved.

ARTICLE X
Penalties

Sec. 1 Any person found to be violating any provision of this ordinance, shall be served by the Town with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Sec. 2 Any person who shall continue any violation beyond the time limit provided for in Section 1 of this Article, shall be guilty of a misdemeanor, and on conviction thereof, shall be fined in the amount not exceeding $500.00 for each violation. Each day in which any such violation occurs shall be deemed as a separate offense.

Sec. 3 Any person violating any of the provisions of this ordinance shall be liable to the Town for any expense, loss, or damage occasioned by the Town by reason of such violation.

ARTICLE XI
Validity

Sec. 1 All other ordinances and parts of other ordinances inconsistent or in conflict with any part of this ordinance, are hereby repealed to the extent of such inconsistency or conflict.

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This ordinance takes effect immediately after passage, or upon the effective date of the transfer to the Town of the sewer system of the Lumberport Area Public Service District if said transfer occurs after passage.

Passed on 1st Reading on the 4th day of April, 2011.

Passed on 2nd Reading on the 2nd day of May, 2011.

Public Hearing on the 2nd day of May, 2011.

BY: James Long
Mayor

ATTEST: Virginia L Bould
Recorder

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TOWN OF LUMBERPORT

Water Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

EXCERPT OF MINUTES ON ADOPTION OF RULES OF PROCEDURE, SUPPLEMENTAL RESOLUTION,
DRAW RESOLUTION AND SWEEP RESOLUTION

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

*** *** ***

The Council of the Town of Lumberport met in regular session on the 5th day of December, 2011, pursuant to notice duly posted, in Lumberport, Harrison County, West Virginia, at the hour of 6:00 p.m.

PRESENT:

George Hagan, Mayor
Sherry Exline, Recorder
David Markley
Rhonda Cook
Emily Cook
Leslie Gianettino
Johnny Raven
Meshelle Gregory, Clerk

John Stump, Steptoe & Johnson
Tom Michael

ABSENT:

George Hagan, Mayor, presided, and Sherry Exline, 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.

The Mayor appointed Chuck Corrigan and Jerry Griggs as Sanitary Board members.

The Mayor presented a proposed Resolution in writing entitled: RESOLUTION ON OPEN GOVERNMENTAL PROCEEDINGS RULES and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Leslie Gianettino and seconded by Rhonda Cook, it was unanimously ordered that the said Resolution be adopted and be in full force and effect on and from the date hereof

The Mayor then presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 2011 A (WEST VIRGINIA INFRASTRUCTURE FUND) OF THE TOWN OF LUMBERPORT; APPROVING AND

RATIFYING THE ASSUMPTION OF A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE ASSUMPTION, REDESIGNATION, RPLACEMENT AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; APPROVING A CONFORMED ORDINANCE; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Leslie Gianettino and seconded by Emily Cook, 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 Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, on motion duly made by Leslie Gianettino and seconded by Emily Cook, it was unanimously ordered that the said Sweep Resolution be adopted.

Next, the Mayor presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Emily Cook and seconded by Johnny Raven, 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.

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CERTIFICATION

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

WITNESS my signature on this 15th day of December, 2011.

Sherry L. Eplin

Recorder

COUNCIL MEETING

10-3-2011

6:30pm.
Mayor- George Hagan Recorder- Sherry Exline

All Council is present: Rhonda Cook, Dave Markley, Johnny Raven, Emily Cook, and Leslie Gianettino. Meshelle Gregory from the town office is also present.

Public Meeting Called to order by Mayor Hagan for the 3rd reading of the LAPSSD Bond: No public input.

7:00pm. TOWN OF LUMBERPORT
COUNCIL MEETING

Mayor Hagan calls the meeting to order.

Pledge to flag said by all.

Mayor Hagan goes over the Town of Lumberport taking over the Sewage board. We had the previous reading of the ordinance to take over the LAPSSD Bond. Motion made by Emily to accept this as the 3rd and final reading. 2nd. By Dave. Approved by council. ✓

Mayor Hagan asks John Stemple from the Law firm of Stepto and Johnson what is needed next. Mr. Stemple says everything is looking fine and he hopes all the paper work is done by Dec. 31 , 2011 and everything can be signed then.

Mayor Hagan welcomes all visitors and asks Mary Ann Ferris from Shinnston City Council if she would like to speak first.
She's here to talk about the School Bond for a new Lumberport Middle School. She hopes Lumberport and Shinnston can both work together to get a bond passed. There will be a meeting of the county BOE on Oct. 11, at Bridgeport High School. She will contact us with more information.

OLD BUSINESS-

1. Town's Web Page- Leslie has packet and will start on the Web Page.

2. Town's Newsletter- Emily says the new newsletter came out Oct. 1. The Mayor and Council is very pleased with it. The next one will be in December.

3.Park St. water line in Haywood is ¾ of the way completed and will get done as soon as the rain stops. Oak st . is next to work on drains and drainage issues there.

4. We've purchased a new stove for the Community Center, Tom Exline will install it when it is delivered. The Mayor also tells Tom to get extimates for the paving of the end of Oak st.

5.The Telementry with a water level alert costs an additional $1800.00. Discussion between Mayor and Council. Result. Emily Makes a motion for an additional $1800.00 to purchase the things for the water tank. 2nd by Rhonda and Approved by council.

6. Mayor Hagan says interviews have been done for us to hire 1 full time and 1 part time police officer. Discussion. Motion made by Dave to hire Al Mick as the full time officer and Don Quin as the part time officers at $10.50 an hr. 2nd by Leslie and approved by council.

NEW BUSINESS

1.Dec. 9th the Town will sponsor a Christmas Parade at 6:00pm. We need to contact The High School Band and other orginizations.

2.The Mayor asks council for approval for Him and Meshelle to attend Court Training in Charleston. Rhonda Makes the motion 2nd. By Emily and approved by Council.

POLICE REPORT- Given by Chief of Police Beech. The Mayor says hiring of 2 new officers depend on them passing their physicals. Motion to accept the police report by Leslie 2nd. By Emily and approved by council.

PUBLIC WORKS- No one present. Mayor says things are going pretty

good. And the Town needs to prepare for winter weather. Salt is about $94.00 a ton. Discussion by council------- Motion by Leslie to set aside $2100.00 and get the salt. 2nd by Rhonda and passed by council. Motion to accept the report Emily and 2nd by Johnny and approved by council.

WATER PLANT- No one present. Mayor says everything is looking better. They just need to keep overtime down. Motion to accept the report by Leslie 2nd by Dave and approved by Council.

FINANCIAL REPORT
Motion to accept the financial Report by Leslie 2nd by Dave and approved by council.

PAY THE BILLS
Emily makes a motion to pay the bills and 2nd by Leslie approved by council.

NOTE It is pointed out the band for the Fall Festival needs to be paid. Motion by Emily to pay them the $200.00 and 2nd by Rhonda and passed by council.

Motion to Adjourn by Leslie 2nd by Dave all in favor!

8:30 pm. No Private Session

Recorder

COUNCIL MEETING
9-12-2011
TOWN OF LUMBERPORT

MAYOR-George Hagan RECORDER-Sherry Exline

All Council is present: Rhonda Cook, Dave Markley, Johnny Raven, Emily Cook, and Leslie Gianettino. Meshelle Gregory from the town office is also present.

6:30 p.m. Mayor calls special meeting for the 2nd reading of the ordinance to charge a $50.00 reinstatement fee to the town of Lumberport if the License is suspended through the town's Municipal court. The 2nd reading of the Ordinance to take over the Lumberport Area Service Sewer Bond.

7:00pm. Mayor Hagan calls the regular meeting to order. The pledge of allegiance is said by all.

The mayor again goes over the 2nd reading of the ordinance to charge a $50.00 reinstatement fee, through the Town of Lumberport if the license is lost in the town's traffic court. Emily makes a motion to accept the 2nd reading of the ordinance and Johnny 2nds. Passed by council.

Mayor Hagan welcomes all visitors and asks who would like to address council first.
1. Jeff Boyles from Grechorne and O'mara. He speaks about the water plant telemetry. This is a basic system. The Mayor also wants some information about a low water alert. Also will there be radio fees? Check and get all information . Bring back to council.

2. Vaughn Hagerty: This is concerning annexation of homes on Davis Street. There are 12 residences 10 have signed the papers. Mr. Hagerty realizes the council will make the final decision. The

people on Davis St. have all been informed about all city fees and Taxes. Mayor Hagan says 1st we need to check if Davis St. is under the orphan road program. The town will check with Lawyer and on street lights. Should have more information next meeting.

3. Jim Lane asks if there is anything that can be done about the liquid run off from the Garbage Truck. Discussion, Butch Smith is going to check. (public Works). He also would like to know if there can be some type of a memorial set up to honor deceased Vets and firemen? Mayor Hagan says this needs done and appoints a committee of Jim Lane, Mayor Hagan and Emily Cook. They will meet and bring back some ideas.

4. Jim and Shannon Davis ask about the noise ordinance. The "Ayers" family are really playing music very loud, usually on Thursday, Saturday, and Sunday night. Police are to see about this immediately. The police can check with Randy and Twila Barker, and they will confirm. There is also a issue about 4-wheelers going very fast the main one is a yellow 4-wheeler (Foster Boy). Police will check this also. Jim also asks if the town could check and see if Mr. Merritt has built a garage that is partly in the street? Mayor says town will check on this right a way.

5. Tom Exline Please see about drainage issues on W. Oak St. and would like the last 126ft of it paved. Mayor says they will try to get bids.

SECRETARYS REPORT is given 1 minor correction is done and is approved .

OLD BUSISNESS

1. September 14 will be the training for Meshelle Gregory for the

P-card.
2.Credit card machine is up and running
3. Jack Run water Line Extension. The guy from the PSD came back with a more realistic price. $47,000.00 includes the lift pump, 2in water line and should take care of about 20 more houses. Installation will be about $12,000.00 or more. Grant money is very hard to get now. Town would need to increase water rates 25 to 30 cents to begin with. We can check with the county commission or see about a loan. Discussion Rhonda wants to see what is decided in the court case in November. The rest of the council agrees.
4. The drainage issues on Washington St. is took care of and the State Road has been contacted about the drains coming down Jones Run Rd. and the other drains on Rt. 20 in front of Dave's Dairy Mt.
5.WEB Site- Leslie says this is a free basic WEB Site. If you go on to anything major there are fees. The Face book site is Lumberport WV.
6. Newsletter Mayor Hagen says Emily's 1st one was very nice. A lot of good reaction from public. Next one will be out Oct 1st. Drop off Ideas at town office.
7.Fall Curbside clean up will be the week of Oct. 17. Your Regular pick-up days. More to come. There will be some limits.
8. Emily asks when the town is getting the "new" police car from Bridgeport? 2or 3 weeks.

NEW BUSISNESS

1.Police Chief Beech has some applications for full and part time police. Mayor Hagan says interviews will be held shortly.
2. Mayor Hagan says in Haywood, Park St. water line is in need of replacement. Motion by Johnny Raven to Purchase 2in. Line 500ft long for $2500.00 and replace the line. 2nd. By Leslie and passed by council.
3. Waste Management Garbage pick up at power plant. The

correction $4200.00 a month

contract is for $4,800.00 a month. Lawyer has checked contract, and everything is ok. Motion by Emily to accept, 2nd by Rhonda approved by council. correction by Leslie

4. Community Center- The Recorder brings up about a new stove. Mayor asks Mechelle to call St,supplier and see if it would be a better price. Council Discussion. Emily makes a motion to set this money aside for the stove and Rhonda 2nds. Approved by council.

5. Mayor Hagan would like to hire a seasonal worker at Sewer Plant only till bad weather. Min. Wage. Johnny makes a motion to do so. Dave 2nds. Approved by council

6.Emily asks if cross walks are going to be painted on road at grade school. It's on schedule to be done.

7.FALL CRUISE IN FESTIVAL will be held Oct. 8th at City Park contact churches and other organizations.

8. CHRISTMAS PARADE December 9th

POLICE REPORT By officer Beech
Motion to accept by Dave 2nd by Emily approved by council

PUBLIC WORKS by Butch Smith They are trying to keep up. Mayor says with everything that is going on they are doing pretty good. Motion to accept report by Emily. 2nd by Rhonda approved by council.

WATER PLANT REPORT by Bill Keener Basins are cleaned, sludge is cleaned out lines are open, office is painted and getting cleaned up more. Mayor Hagan says anything that is not related to water production needs cleaned out of building. Leslie makes a motion to accept the report and Emily 2nds approved by council.

Emily makes a motion to see about the telemetry unit. Johnny 2nds approved by council.

COUNCIL MEETING
8-1-11
TOWN OF LUMBERPORT

Mayor George Hagan Recorder Sherry Exline

Council present is Rhonda Cook, Dave Markley, Emily Cook, Johnny Raven, and Leslie Gianettino. Meshelle Gregory from the town office is also present.

Mayor Hagan calls the meeting to order.

The Pledge of Allegiance is said by all.

Mayor Hagan welcomes all visitors and asks if 1. Rusty Hutson would like to speak first. Mr. Hutson speaks about the amount of water they will use at the drilling site to frack the well they are drilling. Its about 900 thousand gal. of water. He says the well is close to being finished, probably the end of august. The depth is 7,000 ft. straight down. They have holding areas fixed for the untreated water, which will be taken from the upper pond. The Town and Mr. Hutson are in agreement, that the company will only pump water when Mr. Keener says it's ok. Rhonda asks if the well is far enough away from the towns water source so there will be no contamination? Mr. Hutson assures council there will be no issues. They will also be a meter draw of water and the town should make some money from this. Officer Beech questions if there are any safety concerns, and is assured that there is not.
2.Jerry Isaac is here to explain the WV. Purchasing Card Program or P Card. It started in 1996, and United Bank is where the Card is through. This card gives the town reduced costs, protection, and the card is insured. It's up to the town to set the How Much is the limit, why and who has one. The card is free to the town and there are rebates back to the town. More discussion by council

and Mayor---Result--- Motion by Leslie to go with the P Card, 2nd by Johnny and passed by council. Note : Jerry Isaac is the trainer for the use of the P Card.

3. Jim Weimer from the Public Service Comm. PSC. He gives some background about the court case about the Jack Run Water Line. The case will be decided Nov. 1, 2011. Mr. Weimer has met with the Mayor and council Person Emily Cook. His idea is for the town to explore ways to fund the line extension. Mayor Hagan says they will explore several ideas from------ all residents sharing the cost, search for grant funds, or help from the county commission. There could also be tariff rates for different areas of the town. Questions by Mayor or Council. Rhonda asks if a new line is put in for the 5or 6 family's (2 inch line), how many house hold could it take care of in the future? Answer --about 24 more family's total. Mayor Hagan says Denny Swiger says he will let the line be put through on his property. Mayor Hagan says bottom line is the council needs a set figure to work with to see if it is possible for town to do this , because the council does not want to raise water rates too much!

4. Edna Hersey lives at Cambria and when the water line break occurred at the river crossing their family did with out water for 30 hrs. Mayor Hagan says he understands her frustration. The town sill see about a early warning device to be put on the tank.

5.Josh Merritt says he spoke with the PSD and they told him he could put in a holding tank and a pump, so he could get water and have water pressure. When the line break occurred his pump burnt up. He feels it's not right that because the town had a big water leak it caused his pump to be ruined. He asks the council if they would help with the cost of a replacement? Mayor Hagan says the council needs to make this discussion and they will get more information.

6. Carolyn Exline asks why is the boil water advisory still on? Mayor says they are still testing water

Carolyn also asks what the blue lines are on the road on Oak and

Gordon St. are. Miss Utility has marked water, gas, and other lines, before the work can be done to help with the drainage issues.
7. Jeff Landis asks why the boil water advisory is not still on town board? It will be put back on.
8. Judy Maxwell wants to know if the ditch work will destroy her steps and rocks on the bank? No because the ditch won't go to her steps.
9. Linda Harris Her request is to have the people who live on the corner of Oak and Jones Run to please clean up around the place, because there rats. The Mayor asks officer Beech to see to this.

READING OF PREVIOUS MINUTES
There are no objections or corrections, they stand approved as read.

OLD BUSINESS
Emily Cook, council member, reports the Towns Newsletter will be ready around the 15th of August. Council Member Leslie asks if anyone has old pictures of Lumberport for the web site? Mechell says for Leslie to check the site "Harberts of Harrison County".

Thursday August 4th at 6:00pm the Council will do interviews for Chief of Police.

Community Center (court case) The Mayor asked the town lawyer, what's the next step. Tom Michells says, the council needs to decide if they want to proceed with getting a clear deed for the Community Center. Discussion---Results--- Emily Cook makes a motion for the lawyer to proceed, 2md by Dave Markley Approved by council. Tom Michells says the trial will be Feb. 20, 2012, and he will be taking a deposition from Ferd Rogers.

NEW BUSINESS

1. 1st reading of Ordinance to take over bond for the LAPSSD (sewer board) The ordinance is read. This is the process to move the dept. from PSD to the towns control. There will be no rate increase. There will be 2 more readings. Motion made to accept the ordinance by Emily and 2nd by Leslie approved by council.

2. Credit card terminal for town office, so people can use it to pay bills or fines. Meshelle got the 2 estimates that were requested. 1st was the one through Huntington Bank and also another card. Huntington Bank is the best because the towns other accounts are there. They will wave some fees. Questions about creating another ordinance or adding a Sur-charge for credit use. Motion made by Dave Markley to proceed with card 2nd by Leslie --- Approved by Council.

3. 1st reading of Ordinance to initiate $50.00 reinstatement fee for drivers license. Discussion by Mayor and council. Motion to proceed with ordinance by Emily and 2nd by Dave Approved by council.

4.Police Cruiser. The engine has blew up. Decision is to use that car for parts. The Town of Bridgeport has 3 cars to give away. Lumberport will receive one. A Dodge Charger, about 60,000 thousand miles.

5. Hiring part time public works employee to read meters. Jeff Landis who works full time for Bridgeport will be this part time public works employee. His only job is to read water meters. Rate of pay $522.16 a month,. Council person Dave asks if Jeff will also do re-reads Yes. Motion by Lesley to accept this position for a part time employee. 2nd by Emily Passed by council.

6. Hiring part-time employee for Sewer plant for outside maintenance. This will be about 3 days a week 24-25 hrs. a week. Salary is $8.40 a Hr. Motion by Rhonda to find a part time employee for this position. 2nd by Lesley-----passed by council. Council will hire from applications already received.

POLICE REPORT

By Officer Beech. They received their 3 finger print kits. Officer Beech is transferring the dog popper into the other car. Georgia Hatfield from the Highway safety Board approved a DUI grant for overtime for the Police Dept. Sgt. Cunningham has started building the gun/locker cabinet for the police dept. Johnny makes a motion to accept the report----2nd by Lesley Approved by council.

PUBLIC WORKS

Report by Butch Smith. They have one more day of Blacktopping. The Speed bump is in at Circle Dr. Sign moved on Oak St. The plate is ordered for where the light was knocked down on main street. Public works has got a old pavement roller and Butch is trying to find a motor for it so the town has it's own roller. Rhonda made a motion to accept the public works report--2nd by Dave Passed by Council.

WATER PLANT REPORT

By Bill Keener. He has 4 Quotes on the Telemetry repair and H&S out of Grafton is asking $3300.00. The Mayor says to check the warranty. Mayor Hagan tells Bill to check about a low water sensor for the water Tank with a auto dial. The Mayor also says on Wednesday have the other guy come in at 8:00am Bill says on August 17th the State will be coming in to check the water plant. The lines are still plugged and the Lime spreader is still broke. Motion by Johnny to accept water plant report-----2nd by Emily---- approved by Council.

FINANCIAL REPORT

Motion to accept the report by Leslie. 2nd by Rhonda. Passed by Council.

PAY BILLS
Motion by Emily to pay bills. 2nd by Leslie. Approved by Council.

NO EXECUTIVE SESSION
Motion to Adjourn by Johnny. 2nd by Emily. Approved by Council.

Mayor

Sherry Espline
Recorder

NOTICE OF PUBLIC HEARING ON THE TOWN OF LUMBERPORT BOND ORDINANCE

A public hearing will be held on the following entitled Ordinance at a regular meeting of the Council of the Town of Lumberport (the "Town") to be held on Monday, October 3, 2011, at 6:30 p.m. at the Lumberport Community Center, 119 George Street, Lumberport, 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 LUMBERPORT ORDINANCE AUTHORIZING THE ACQUISITION OF THE LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT AND THE SEWER COLLECTION AND TREATMENT SYSTEM OF THE DISTRICT; AUTHORIZING THE ASSUMPTION AND RE-DESIGNATION OF THE LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT'S SEWER REVENUE BONDS, SERIES 1997 A (WEST VIRGINIA INFRASTRUCTURE FUND) BY THE TOWN OF LUMBERPORT; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE BONDHOLDERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ASSUMPTION AND RE-DESIGNATION OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING THE DISTRICT LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The Town contemplates the acquisition of the Lumberport Area Public Service Sewer District (the "District") and the assumption and re-designation of the District's Bonds described in the Ordinance. The proceeds of the District's Bonds were used (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the public sewer system of the District; and (ii) to pay certain costs of issuance thereof and related costs. The Bonds are payable 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 Lumberport on August 8, 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.

George A. Hagan
Mayor

PUBLISHER'S CERTIFICATE

I, Sara V. Shingleton, Classified Manager of THE EXPONENT TELEGRAM, a newspaper of general circulation published in the City of Clarksburg, County and state aforesaid, do hereby certify that the annexed:

NOTICE OF PUBLIC HEARING ON TH

was published in THE EXPONENT-TELEGRAM 2 time(s) commencing on

the 19th day of September 2011 and ending on the 26th day of September 2011 at the request of STEPTOE & JOHNSON.

Given under my hand this 27th day of September 2011

The publisher's fee for said publication is: $91.46 for 402 words at $0.1138 per word per day.

Sara V Shingleton
Classified Manager of The Exponent-Telegram

SEAL

Subscribed to and sworn to before me this 27th day of September 2011.

Denise Sabolovich
Notary Public in and for Harrison County, WV

My commission expires on:
The 12th day of January 2014

OFFICIAL SEAL
NOTARY PUBLIC
State of West Virginia
DENISE SABOLOVICH
Clarksburg Publishing Company
P.O. Box 2000
Clarksburg, WV 26301-2000
My Commission Expires January 12, 2014

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

NEW ISSUE REPORT FORM

Date of Report: 15-Dec-11

ISSUE: Town of Lumberport
Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund)

ADDRESS: PO Box 519 Lumberport, WV 26386 COUNTY: Harrison

PURPOSE OF ISSUE:
New Money: assumption and replacement
Refunding: _____

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: _____ CLOSING DATE: 15-Dec-11

ISSUE AMOUNT: $1,755,149.51 RATE: 0%

1ST DEBT SERVICE DUE: 1-Mar-12 1ST PRINCIPAL DUE 1-Mar-12

1ST DEBT SERVICE AMOUNT $17,040.29 PAYING AGENT: Municipal Bond Commission

BOND COUNSEL:
Firm: Steptoe & Johnson PLLC
Contact John Stump, Esquire
Phone: (304) 353.8196

UNDERWRITERS COUNSEL
Firm: Jackson Kelly, PLLC
Contact: Samme Gee, Esquire
Phone: (304) 340-1318

CLOSING BANK:
Bank: _____
Contact: _____
Phone: _____

ESCROW TRUSTEE:
Firm: _____
Contact: _____
Phone: _____

KNOWLEDGEABLE ISSUER CONTACT
Contact: George Hagan
Position: Mayor
Phone: 304.584.4370

OTHER:
Agency: West Virginia Infrastructure & Jobs Development Council
Contact: Jim Ellars
Position: Executive Director
Phone: _____

DEPOSITS TO MBC AT CLOSE

By:			
____ Wire	____ Accrued Interest:	$	
____ Check	____ Capitalized Interest:	$	
	____ Reserve Account:	$	
	____ Other:	$	

REFUNDS & TRANSFERS BY MBC AT CLOSE

By:			
____ Wire	____ To Escrow Trustee	$	
x Check	x To Issuer	$	amount in Reserve Account in excess of $68,162
____ IGT	____ To Cons. Invest. Fun		
	____ To Other: ____		

NOTES: The Town of Lumberport has assumed the Lumberport Area Public Service Sewer District Sewer Revenue Bonds Series 1997 A and re-designated and replaced them as Town of Lumberport Sewer Revenue Bonds, Series 2011 A
The Sinking Fund and Reserve Account for the Series 1997 A Bonds are also assumed by the Town
The Reserve Requirement for the Series 2011 A Bonds is $68,162.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED: _____
TRANSFERS REQUIRED: _____

TOWN OF LUMBERPORT

RESOLUTION OF THE TOWN OF LUMBERPORT APPROVING INVOICES RELATING TO ACQUISITION OF THE LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Town of Lumberport (the Town") has reviewed the invoices attached hereto and incorporated herein by reference relation to the acquisition of the Lumberport Area Public Service Sewer District and find as follows:

WHEREAS, the Lumberport Area Public Service Sewer District Series 1997 A Bonds Reserve Account has been acquired by the Town and renamed as the Town of Lumberport Series 2011 A Bonds Reserve Account;

WHEREAS, the Town has requested the Municipal Bond Commission to refund the amount in excess of the $68,162 Reserve Requirement for the Series 2011 A Bonds Reserve Account; and

WHEREAS, the amount expected to be received from the MBC is $9,878.96 per the attached MBC Statement of Account as of October 31, 2011.

NOW, THEREFOR, BE IT RESOLVED the Town of Lumberport by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Thomas Michael	$2,347.72
Steptoe & Johnson	7,530.28
Total	$9,878.00

ADOPTED BY the Town of Lumberport, at the meeting held on the 5th day of December, 2011.

By: _____

Its: Mayor

TOWN OF LUMBERPORT

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF DUTIES AS REGISTRAR

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated December 15, 2011, in the principal amount of $1,755,149.51 (the "Bonds"), and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 15th day of December, 2011.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

537610.00002

5670657

TOWN OF LUMBERPORT

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

CERTIFICATE OF REGISTRATION OF BONDS

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of the Town of Lumberport (the "Town"), hereby certifies that on the date hereof, the single, fully registered Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), of the Issuer, dated December 15, 2011, in the principal amount of $1,755,149.51, numbered AR-1, was registered as to principal only in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of The Huntington National Bank, as Registrar.

WITNESS my signature on this 15th day of December, 2011.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

537610.00002

5670665

TOWN OF LUMBERPORT

Sewer Revenue Bonds, Series 2011 A
(West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 15th day of December, 2011, by and between the TOWN OF LUMBERPORT, a public corporation and political subdivision of the State of West Virginia (the "Town"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Town has, contemporaneously with the execution hereof assumed and re-designated its $1,755,149.51 Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), in fully registered form (the "Bonds"), pursuant to the Bond Ordinance of the Town duly enacted on October 3, 2011, and the Supplemental Resolution and Conformed Ordinance of the Town duly adopted December 5, 2011 (collectively, the "Bond Legislation");

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

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

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

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

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

2. The Registrar agrees to furnish the Town with appropriate records of all transactions carried out by it as Registrar and to furnish the Town with the names and specimen

signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Town may from time to time reasonably require.

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

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

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

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

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

TOWN:	Town of Lumberport P.O. Box 519 Lumberport, West Virginia 26386 Attention: Mayor
REGISTRAR:	The Huntington National Bank One Huntington Square Charleston, West Virginia 25301 Attention: Corporate Trust Department

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

[Remainder of Page Intentionally Blank]

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

TOWN OF LUMBERPORT

By: _____
Its: Mayor

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

537610.00002

EXHIBIT A

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

SCHEDULE OF COMPENSATION

Huntington Wealth Advisors
900 Lee Street - 2nd Floor I WE3013 I Charleston, West Virginia 25301

STATEMENT OF REGISTRAR'S FEES
Invoice Date December 15, 2011

Town of Lumberport
Account Number 6089001809

Town of Lumberport
Sewer Revenue Bonds, Series 2011 A
c/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

****

FEE CALCULATION FOR December, 2011

****

TOTAL AMOUNT	$ 500.00
TOTAL DUE	**$ 500.00**

MAIL CHECK TO:
THE HUNTINGTON NATIONAL BANK
ATTN: BARRY GRIFFITH – WE3013
PO BOX 633
CHARLESTON, WV 25322-0633

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304) 348-5035

and Huntington® are federally registered service marks of Huntington Bancshares Incorporated.

SWEEP RESOLUTION

WHEREAS, the Town of Lumberport (the "Issuer") is a governmental body and political subdivision of West Virginia;

WHEREAS, the Issuer has issued bonds, as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Bonds");

WHEREAS, the Issuer makes monthly debt service payments on the Bonds by check to the West Virginia Municipal Bond Commission (the "MBC") which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

WHEREAS, the MBC may accept such monthly payments by electronic funds transfer thereby eliminating delay in payments and lost checks;

WHEREAS, the Issuer find and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic transfer with the State Treasurer **sweeping** the Issuer's account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

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

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

3) This resolution shall be effective immediately upon adoption.

Adopted this 5th day of December, 2011.

Mayor

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Final Limitations

FACILITY NAME: (TOWN OF LUMBERPORT POTW) LUMBERPORT, TOWN OF
LOCATION OF FACILITY: LUMBERPORT; Harrison County
PERMIT NO.: WV0024546 OUTLET NO.: 001
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity				Other Units						Measurement Frequency	Sample Type
				Units	N.E.				CEL*	Units	N.E.		
50050 (ML-1) RF-A Flow,in Conduit or thru plant Year Round	Reported								N/A	mgd		1/month	measured
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
00310 (ML-B) RF-A BOD, 5-Day 20 Deg.C Year Round	Reported								N/A	mg/l		2/month	8 hr comp
	Permit Limits	40.06 Avg. Monthly	80.12 Max. Daily	Lbs/Day		N/A	30 Avg. Monthly	60 Max. Daily					
00530 (ML-A) RF-A Total Suspended Solids Year Round	Reported								N/A	mg/l		1/month	8 hr comp
	Permit Limits	40.06 Avg. Monthly	80.12 Max. Daily	Lbs/Day		N/A	30 Avg. Monthly	60 Max. Daily					
81010 (ML-K) RF-A BOD, % Removal Year Round	Reported								N/A	Percent		1/month	Calculated
	Permit Limits	N/A	N/A			85 Month. Avg. Min.	N/A	N/A					
81011 (ML-K) RF-A Suspended Solids, % Removal Year Round	Reported								N/A	Percent		1/month	Calculated
	Permit Limits	N/A	N/A			85 Month. Avg. Min.	N/A	N/A					
74055 (ML-A) RF-A Coliform, Fecal Year Round	Reported								N/A	Cnts/100		1/month	Grab
	Permit Limits	N/A	N/A			N/A	200 Mon. Geo. Mean	400 Max. Daily					
00400 (ML-A) RF-A pH Year Round	Reported								N/A	S.U.		1/month	Grab
	Permit Limits	N/A	N/A			6 Inst. Min.	N/A	9 Inst. Max.					
00610 (ML-A) RF-A Ammonia Nitrogen Year Round	Reported								N/A	mg/l		2/month	8 hr comp
	Permit Limits	12.82 Avg. Monthly	40.06 Max. Daily	Lbs/Day		N/A	9.6 Avg. Monthly	30 Max. Daily					

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of a fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Final Limitations

FACILITY NAME: (TOWN OF LUMBERPORT POTW) LUMBERPORT, TOWN OF
LOCATION OF FACILITY: LUMBERPORT; Harrison County
PERMIT NO.: WV0024546 OUTLET NO.: 001
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity		Units	N.E.	Other Units			CEL*	Units	N.E.	Measurement Frequency	Sample Type
50060 (ML-A) RF-A Chlorine, Total Residual Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	0.028 Avg. Monthly	0.057 Max. Daily	0.1	mg/l		1/month	Grab
01119 (ML-A) RF-A Copper, Total Recoverable Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	0.012 Avg. Monthly	0.033 Max. Daily	N/A	mg/l		1/month	8 hr comp
01114 (ML-A) RF-B Lead, Total Recoverable Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	8 hr comp
01094 (ML-A) RF-A Zinc, Total Recoverable Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	0.081 Avg. Monthly	0.26 Max. Daily	N/A	mg/l		1/month	8 hr comp
70295 (ML-A) RF-B Solids, Total Dissolved (TDS) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	8 hr comp
81020 (ML-A) RF-B Sulfate Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	8 hr comp
									N/A				
									N/A				

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of a fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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

(304) 353-8147
Armando.Benincasa@steptoe-johnson.com

November 8, 2011

Via Hand Delivery

Yogesh Patel, P.E.
Division of Water and Waste Management
West Virginia Department of
Environmental Protection
601 57th Street SE
Charleston, West Virginia 25304

Re: Transfer of West Virginia National Pollutant Discharge Elimination System Permit No. WV0024546.

Dear Mr. Patel:

Please accept this correspondence as formal notice to the West Virginia Department of Environmental Protection by and on behalf of the town of Lumberport, by counsel, of the transfer of legal responsibility for compliance with the terms and conditions of WV/NPDES Permits Number WV0024546 formally issued to Lumberport Area Public Service Sewer District to the town of Lumberport pursuant to 47 Code of State Regulation, Series 10-3.5.d.

In furtherance of this request and pursuant to the applicable regulation cited above, this request is made more than thirty days prior to formal transfer of permit responsibility. Please find enclosed an original and two copies of Form WRD 10-64N executed by the parties as well as an original and two copies of a Letter Agreement executed by the parties setting forth the time and extent of transfer of permit responsibility.

Should you have any questions regarding this request, please contact me at (304) 353-8147. Thank you in advance for your time and attention to this matter.

Sincerely,

Armando Benincasa

Enclosure
AFB/dav
cc: Katy Mallory, P.E.
Tom Michael, Esq.
David Glover, Esq
Samme Gee, Esq.

CH5045031v1

west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street SE
Charleston, WV 25304
Telephone Number: (304) 926-0495
Fax Number: (304) 926-0496 E

Earl Ray Tomblin, Governor
Randy C. Huffman, Cabinet Secretary
www.dep.wv.gov

WRD 10-64N
Revised 02/2011

Date:

To: Department of Environmental Protection
Division of Water and Waste Management
601 57th Street, SE
Charleston, WV 25304-2345

This is to notify you that by agreement dated the 15 day of December, 2011.
Lumberport Area PSSD POTW
P.O. Box 471, Lumberport, WV 26386, in Harrison County,
(Facility Name and Mailing Address)
West Virginia, which is currently owned and operated by Lumberport Area Public Service Sewer District,

Will be purchased by Town of Lumberport.
(New Owner Name and Mailing Address)

The above property is to be operated as Town of Lumberport POTW
(Facility Name or Number)

and there will be full compliance with the terms and conditions of such permit, with the plans and specifications submitted with the application for such permit and with the plan of maintenance and method of operation of the activity submitted on or with such application.

It is requested that WV/NPDES General Water Pollution Control Permit No. WV0024546

issued on 30th day of November, 2009, be transferred to the undersigned.

(SELLER)

(Signature)

Roger Stevens
(Print or Type Name)

Chairman
(Title)

Lumberport Area PSSD
(Company Name)

(304) 584-4720
(Telephone)

P.O. Box 471
(Mailing Address)

Lumberport, WV 26386

(Email Address)

(BUYER)

(Signature)

George Hagan
(Print or Type Name)

Mayor
(Title)

Town of Lumberport
(Company Name)

(304) 584-4400
(Telephone)

P.O. Box 519
(Mailing Address)

Lumberport, WV 26386

(Email Address)

We will process your personal information (email address, mailing address and/or telephone number) in accordance with the State of West Virginia's Privacy Policy for appropriate and customary business purposes. Your personal information may be disclosed to other State agencies or third parties in the normal course of business or as needed to comply with statutory or regulatory requirements, including Freedom of Information Act requests. The Division of Water and Waste Management will appropriately secure your personal information. If you have any questions about our use of your personal information, please contact the DEP's Chief Privacy officer at depprivacyofficer@wv.gov.

TOWN OF LUMBERPORT
P.O. BOX 519
LUMBERPORT, WV 26386
(304) 584-4370 FAX (304) 584-4666

Roger Stevens, Chairman
Lumberport Area Public Service Sewer District
P.O. Box 471
Lumberport, WV 26386

Re: LETTER AGREEMENT - Sale of Wastewater Treatment Facility and Transfer of West Virginia/National Pollutant Discharge Elimination System Permit No. WV0024546 from the Lumberport Area Public Service Sewer District to the Town of Lumberport.

Dear Chairman Stevens,

This Letter Agreement is hereby entered into by and between Lumberport Area Public Service Sewer District and the Town of Lumberport (jointly referred to as the "parties") and shall be further submitted to the West Virginia Department of Environmental Protection pursuant to 47 Code of State Rules, Series 10-3.5.d allowing for the immediate transfer of permit responsibility for West Virginia/National Pollutant Discharge Elimination System Permit No. WV0024546 from the Lumberport Area Public Service Sewer District to the Town of Lumberport upon the date of transfer of permit responsibility as set forth below.

The parties to this Letter Agreement state and hereby acknowledge, pursuant to such other agreements heretofore previously agreed to and hereby acknowledged by the parties, that Lumberport Area Public Service Sewer District has agreed to sell the above-referenced permitted wastewater treatment facility located at Latitude: 39° 23'0.4400" and Longitude: 80° 20'23.0000" to the town of Lumberport.

Upon the date of sale, December 15, 2011, the town of Lumberport agrees to and shall assume all legal rights, duties, and liabilities with regard to the proper operation and maintenance of the permitted wastewater treatment facility referenced above and agrees to and shall assume all responsibility for compliance with the terms and conditions of the permit referenced above. Further, the town of Lumberport hereby affirmatively states it has the ability to comply with those terms and conditions of the permit referenced above.

By agreement of the parties, please note that this Letter Agreement is being signed in counterparts and shall be submitted to the West Virginia Department of Environmental Protection pursuant to the requirements contained in 47 Code of State Rules, Series 10-3.5.d for the transfer of West Virginia/National Pollutant Discharge Elimination System Permit No.

WV0024546 from the Lumberport Area Public Service Sewer District to the Town of Lumberport.

Sincerely,

George Hagan, Mayor
Town of Lumberport

Agreed to by:

Roger Stevens, Chairman
Lumberport Area Public Service Sewer District
P.O. Box 471
Lumberport, WV 26386

(304) 584-4720

At a Regular Term of the County Commission of Harrison County, West Virginia, continued and held at the Courthouse thereof, on the 5th day of November, 19 96, Commissioners Thomas A. Keeley and Frank X. Lopez being present thereat, the following order was made and entered, to-wit:

Lumberport Area Public Service Sewer District	Upon Motion for Creation of said District etc.

COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE:

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT.

UPON MOTION OF THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, FOR CREATION OF SAID DISTRICT AND DISSOLUTION OR MERGER OF THE HAYWOOD PUBLIC SERVICE DISTRICT.

On the 5th day of November 1987, at 10:30 a. m., came the Harrison County Commission pursuant to the authority vested in it under West Virginia Code Section 16-13A-2 believing it to be conducive to the preservation of the public health, comfort and convenience of the area, did upon its own motion decide to try and create a new Public Service District to be called the "Lumberport Area Public Service Sewer District", said District shall contain the general area of the corporate limits of the Town of Lumberport, the homes immediately north of the Town limits, the old Haywood Public Service District, and Cambria and is situate in Eagle District, Harrison County, West Virginia, and more particularly bounded and described as follows:

> Beginning at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District which corner bears N. 62° 30' W. 260 feet ± to the Chessie System Railroad tracks) thence, with a boundary line of the Short Line Public Service District N. 62° 30' W. 1950 feet ± to a point; thence, leaving the Short Line Public Service District boundary N. 1° 20' W. 3050 feet ± to the top of a ridge (elevation 1346); thence N. 37° 50' E.

Dayton Legal Blank Co.—L-8884

6,000 feet ± to a point which is 380 feet ± due west of Jack Run Road; thence, S. 45° 30' E. 2150 feet ± to the top of a ridge; thence S. 55° 30' E. 1700 feet ± to a point in the center of the Lumberport-Haywood Bridge and being the center of Tenmile Creek; thence with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet ± to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts); thence with the Eagle and Clay Magisterial District line and the Haywood Public Service District boundary in a southwesterly direction 5,400 feet ± to a point in the center of Tenmile Creek; thence downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet ± to a point in the Lumberport corporation line; thence with the Lumberport corporation line in a southwesterly direction 3,200 feet ± to a point in the center of Tenmile Creek; thence upstream with the meanders of Tenmile Creek 5,450 feet ± to the beginning containing 1,167 acres.

The County Commission further noted that the Town of Lumberport had by Resolution passed on May 12, 1987, consented pursuant to West Virginia Code Section 16-13A-2 to be included within said District, a copy of said Resolution is attached hereto and made a part hereof for all purposes. The Commission also noted that the Haywood Public Service District was inactive, served no purpose and should be dissolved or merged into the new proposed District.

The County Commission noting that the West Virginia Code contemplates a public hearing on matters such as this, does hereby ORDER that a public hearing before this Commission be held on the creation of the proposed Public

Dayton Legal Blank Co.—L-4664

Service District and the dissolution or merger of the Haywood Public Service District on the 2nd day of December, 1987, at 10:30 a. m.

It is further ORDERED that the Clerk of this Commission shall cause to be published a notice of the creation of the proposed Public Service District of "Lumberport Area Public Service Sewer District" and the dissolution and merger of the Haywood Public Service District and of the date and time set by this Commission for hearing on such proposal, said publication as set forth in West Virginia Code Section 16-13A-2 shall be a Class I Legal Advertisement at least ten (10) days prior to said hearing.

It is further ORDERED that a like notice be prominently posted in at least five (5) conspicuous places within the proposed Public Service District area.

Dated this 5th day of November, 1987.

THE COUNTY COMMISSION OF
HARRISON COUNTY, WEST VIRGINIA

BY: Frank X Lopez

ITS: President

STATE OF WEST VIRGINIA,

County of Harrison:

I, SYLVIA BASILE, Clerk of the Harrison County Commission do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in General Order Book No. 56 at Page 163, of said records.

Given under my hand and Seal of said Office this 11 day of December, 19 96.

Sylvia Basile

Clerk, Harrison County Commission

CC-P-11

COUNTY COMMISSION OF
HARRISON COUNTY,
WEST VIRGINIA

IN RE:

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT, UPON MOTION OF THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, FOR CREATION OF SAID DISTRICT AND DISSOLUTION OR MERGER OF THE HAYWOOD PUBLIC SERVICE DISTRICT.

NOTICE OF PUBLIC HEARING

Notice is hereby given that on the 5th day of November, 1987, the County Commission did upon its own motion decide to try and create a new Public Service District to be called "Lumberport Area Public Service Sewer District" said District shall contain the general area of the corporate limits of the Town of Lumberport, the homes immediately north of the Town limits, the old Haywood Pulic Service District, and Cambria and is situate in Eagle District, Harrison County, West Virginia and more particularly bounded and described as follows:

Beginning at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District which corner bears N. 62° 30' W. 260 feet +- to the Chessie System Railroad tracks) thence, with a boundary line of the Short Line Public Service District N. 62° 30' W. 1,950 feet +- to a point; thence, leaving the Short Line Public Service District boundary N. 1° 20' W. 3050 feet +- to the top of a ridge (elevation 1346); thence N. 37° 50' E. 6,000 feet to a point which is 380 feet +- due west of Jack Run Road, thence, S. 45° 30' E. 2150 feet +- to the top of a point, in the center of the Lumberport Haywood Bridge and being the center of Tenmile Creek; thence with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet +- to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts); thence with the Eagle and Clay Magisterial District line and the Haywood Public Service District line and the Haywood Public Service District boundary in a southwesterly direction 5,400 feet +- to a point in the center of Tenile Creek; thence downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet +- to a point in the Lumberport corporation line in a southwesterly direction 3,200 feet +- to a point in the center of Tenmile Creek; thence upstream with the meanders of Tenmile Creek 5,450 feet +- to the beginning containing 1,187 acres.

On the 2nd day of December, 1987, at 10:30 a.m., or as soon thereafter as the matter may be heard, the County Commission of Harrison County, West Virginia, will hold a public hearing to consider and determine the feasibility of the creation of the new proposed District and the dissolution and/or merger of the Haywood Public Service District, at which time all persons residing in or owning or having any interest in property in said proposed public service district area shall have an opportunity to be heard for and against the creation of the "Lumberport Area Public Service Sewer District" and the dissolution and/or merger of the Haywood Public Service District.

SYLVIA BASILE
CLERK OF THE
COUNTY COMMISSION

PUBLISHER'S CERTIFICATE

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON

I, DEBORAH S. VELTRI

Classified Office Manager of CLARKSBURG TELEGRAM, a newspaper of general circulation published in the City of Clarksburg, County and State aforesaid, do hereby certify that the annexed

COUNTY COMMISSION

was published in said CLARKSBURG TELEGRAM one time, on the

20th day of November 19 87.

The publisher's fee for said publication is $ 32.06

Deborah S. Veltri
Classified Office Mgr. of Clarksburg Telegram

SEAL

Subscribed and sworn to before me this 20th day of November, 19 87

Notary Public in and for Harrison County, WV.

My commission expires on the 24th day of October 1993.

Form CA-14 T

AFFIDAVIT OF POSTING

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON, TO-WIT:

David C. Winkler, being first duly sworn, hereby deposes and says as follows:

Affiant did on the 12th day of November, 1987, post in prominent and conspicuous places within the area proposed to be annexed, twenty (20) copies of the Notice of Hearing attached hereto.

And further the affiant says naught.

Dated this 12 day of November, 1987.

David C Winkler

Taken, subscribed and sworn to before me this 12th day of November, 1987.

My commission expires: July 16, 1996.

Carol J. Minnix
Notary Public

COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE:

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT.

UPON MOTION OF THE COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA, FOR CREATION OF SAID DISTRICT AND DISSOLUTION OR MERGER OF THE HAYWOOD PUBLIC SERVICE DISTRICT.

NOTICE OF PUBLIC HEARING

Notice is hereby given that on the 5th day of November, 1987, the County Commission did upon its own motion decide to try and create a new Public Service District to be called "Lumberport Area Public Service Sewer District" said District shall contain the general area of the corporate limits of the Town of Lumberport, the homes immediately north of the Town limits, the old Haywood Public Service District, and Cambria and is situate in Eagle District, Harrison County, West Virginia, and more particularly bounded and described as follows:

Beginning at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District which corner bears N. 62° 30' W. 260 feet ± to the Chessie System Railroad tracks) thence, with a boundary line of the Short Line Public Service District N. 62° 30' W. 1950 feet ± to a point; thence, leaving the Short Line Public Service District boundary N. 1° 20' W. 3050 feet ± to the top of a ridge (elevation 1346); thence N. 37° 50' E. 6,000 feet to a point which is 380 feet ± due west of Jack Run Road; thence, S. 45° 30' E. 2150 feet ± to the top of a ridge; thence S. 55° 30' E. 1700 feet to a point in the center of the Lumberport-Haywood Bridge and being the center of

Tenmile Creek; thence with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet ± to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts); thence with the Eagle and Clay Magisterial District line and the Haywood Public Service District boundary in a southwesterly direction 5,400 feet ± to a point in the center of Tenmile Creek; thence downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet ± to a point in the Lumberport corporation line; thence with the Lumberport corporation line in a southwesterly direction 3,200 feet ± to a point in the center of Tenmile Creek; thence upstream with the meanders of Tenmile Creek 5,450 feet ± to the beginning containing 1,167 acres.

On the 2nd day of December, 1987, at 10:30 a.m., or as soon thereafter as the matter may be heard, the County Commission of Harrison County, West Virginia, will hold a public hearing to consider and determine the feasibility of the creation of the new proposed District and the dissolution and/or merger of the Haywood Public Service District, at which time all persons residing in or owning or having any interest in property in said proposed public service district area shall have an opportunity to be heard for and against the creation of the "Lumberport Area Public Service Sewer District" and the dissolution and/or merger of the Haywood Public Service District.

Sylvia Basile

SYLVIA BASILE
CLERK OF THE COUNTY COMMISSION

At a Regular Term of the County Commission of Harrison County, West Virginia, continued and held at the Courthouse thereof, on the 2nd day of December, 19 87, Commissioners Commissioners Thomas A. Keeley and Frank X. Lopez being present thereat, the following order was made and entered, to-wit:

Lumberport Area Public Service Sewer District	Order Creating the Proposed District and Dissolution of the Haywood Public Service District

COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

IN RE:

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT

ORDER CREATING THE PROPOSED LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT AND THE DISSOLUTION OF THE HAYWOOD PUBLIC SERVICE DISTRICT.

On the 2nd day of December, 1987, at 10:30 a. m., came the Harrison County Commission pursuant to its November 5, 1987, Order entered in this matter scheduling a public hearing at this time, in order to try and create a new Public Service Sewer District to be called the "Lumberport Area Public Service Sewer District" and to consider the dissolution or merger of the Haywood Public Service District into the proposed new District.

Also, came the Town of Lumberport, by its Mayor, Madge Kellison, and by its Town Attorney, James A. Matish, and representatives of Hornor Brothers Engineers. There being no other persons residing in or owning or having an interest in property in said proposed Public Service Sewer District present.

Whereupon, said hearing was commenced, and counsel for the Town of Lumberport tendered to this Commission for consideration and review a Certificate of Publication, as

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well as the Affidavit of David Winkler, all relating to notice of said hearing, and thereafter, the Commission gave opportunity to each and every person residing in or owning or having an interest in property in the proposed District to give testimony relating to the creation of the proposed District and the dissolution or merger of the Haywood Public Service District.

Whereupon, the Commission makes the following findings of fact and conclusions of law:

1. It appears from the Certificate of Publication and Affidavit of David Winkler, that publication of a notice of the proposed creation of the Lumberport Area Public Service Sewer District and the dissolution or merger of the Haywood Public Service District, and the date and time set for hearing on such proposals was made as required by law, that like notice was prominently posted in not less than five (5), to-wit: twenty (20), public places within the area proposed to be annexed as required by law.

2. The County Commission is under a duty to dissolve inactive Public Service Districts, pursuant to West Virginia Code Section 16-13A-1.

3. The Haywood Public Service District is inactive and serves no useful purpose.

4. The Town of Lumberport is under an obligation by virtue of the Federal Water Pollution Control Act of 1972 and the West Virginia Department of Natural Resources to construct secondary treatment or better-than-secondary treatment facilities based on water quality standards.

5. The Town of Lumberport is currently not in compliance.

6. The area within the municipal limits is not sufficiently large enough to economically construct and install said sewage treatment facilities without taking in some of the outlying areas including the houses located immediately north of the Town Limits, Cambria, and Haywood.

7. Neither the Haywood Public Service District nor any other Public Service District in the area could adequately serve the area of the proposed Public Service Sewer District.

8. Under the current technology available it would be in the best interest of the public for the proposed new Public Service Sewer District to be created.

9. The County Commission finds that the formation of a "Lumberport Area Public Service Sewer District", would be conducive to the preservation of the public health, comfort and convenience of the area and would be of sufficient size

Dayton Legal Blank Co.—L-8664

to allow the economical construction and installation of said sewage treatment facilities.

10. The County Commission further noted that the Town of Lumberport had by Resolution passed on May 12, 1987, consented, pursuant to West Virginia Code Section 16-13A-2, to be included within said District, a copy of said Resolution is attached to the November 5, 1987, Order of this Commission and made a part hereof for all purposes.

Upon consideration of all of which the County Commission is of the opinion to and does hereby ORDER, subject to the review and approval of the West Virginia Public Service Commission, that the Haywood Public Service District be and the same is hereby dissolved and that there be and is hereby created the new proposed Public Service Sewer District to be called the "Lumberport Area Public Service Sewer District", said District shall contain the general area of the corporate limits of the Town of Lumberport, the homes immediately north of the Town Limits, the old Haywood Public Service District, and Cambria and is situate in Eagle District, Harrison County, West Virginia, and more particularly bounded and described as follows:

> Beginning at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District which corner bears N. 62° 30' W. 260 feet ± to the Chessie

Dayton Legal Blank Co.—L-3554

System Railroad tracks) thence, with a boundary line of the Short Line Public Service District N. 62° 30' W. 1950 feet ± to a point; thence, leaving the Short Line Public Service District boundary N. 1° 20' W. 3050 feet± to the top of a ridge (elevation 1346); thence N. 37° 50' E. 6,000 feet to a point which is 380 feet± due west of Jack Run Road; thence, S. 45° 30' E. 2150 feet ± to the top of a ridge; thence S. 55° 30' E. 1700 feet ± to a point in the center of the Lumberport-Haywood Bridge and being the center of Tenmile Creek; thence with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet ± to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts); thence with the Eagle and Clay Magisterial District line and the Haywood Public Service District boundary in a southwesterly direction 5,400 feet± to a point in the center of Tenmile Creek; thence downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet ± to a point in the Lumberport corporation line; thence with the Lumberport corporation line in a southwesterly direction 3,200 feet ± to a point in the center of Tenmile Creek; thence upstream with the meanders of Tenmile Creek 5,450 feet ± to the beginning containing 1,167 acres.

It is hereby ORDERED that certified copies of this Order be delivered to the Clerk of the County Commission for Harrison County, West Virginia, for mailing to the West Virginia Public Service Commission within ten (10) days, pursuant to West Virginia Code Section 16-13A-2, and to the Town of Lumberport, through its attorney, James A. Matish.

It is further ORDERED that the County Commission pay the cost of the Notice of Public Hearing to the Clarksburg Publishing Company in the sum of Thirty Two Dollars and Six

Dayton Legal Blank Co.—L-8484

Cents ($32.06) out of contingent funds or any other funds available, pursuant to West Virginia Code Section 16-13A-2.

ENTERED this 2nd day of December, 1987.

COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

BY: Frank X. Lopez

ITS: President

STATE OF WEST VIRGINIA,

County of Harrison:

I, SYLVIA BASILE, Clerk of the Harrison County Commission do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in General Order Book No. 56 at Page 184, of said records.

Given under my hand and Seal of said Office this 11 day of December, 19 96.

Sylvia Basile

Clerk, Harrison County Commission

CC-P-11

TOWN OF LUMBERPORT

WHEREAS, the Town of Lumberport is under an obligation by virtue of the Federal Water Pollution Control Act of 1972 and the West Virginia Department of Natural Resources to construct secondary treatment or better-than-secondary treatment facilities based on water quality standards;

WHEREAS, the Town of Lumberport is currently not in compliance;

WHEREAS, the area within the municipal limits is not sufficiently large enough to economically construct and install said sewage treatment facilities without taking in some of the outlying areas including the houses located immediately north of the town limits, Cambria, and Haywood;

WHEREAS, the Town Council believes that the formation of a "Lumberport Area Public Service Sewer District", would be conducive to the preservation of the public health, comfort and convenience of the area and would be of sufficient size to allow the Town to economically construct and install said sewage treatment facilities;

WHEREAS, the Harrison County Commission is under an obligation by virtue of West Virginia Code Section 16-13A-1b to develop a plan relating to the creation, consolidation, merger, expansion or dissolution of public service districts;

WHEREAS, the only other public service district with authority to operate in the area is the Haywood Public Service District which currently is not operating and has no members.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Council of the Town of Lumberport, meeting in special session on May 12, 1987, that the Town Attorney approach the Harrison County Commission to have the Commission, on its own motion pursuant to West Virginia Code Section 16-13A-2 to propose the creation of the "Lumberport Area Public Service Sewer District" and that Council of the Town of Lumberport does hereby consent to the Town of Lumberport to be included within the boundaries of the said Public Service District.

TOWN OF LUMBERPORT

BY: Madge L. Gillespie
ITS: MAYOR

Acting Recorder David Turner
RECORDER

Harrison County Commission

301 WEST MAIN STREET
CLARKSBURG, WEST VIRGINIA 26301
304-624-8500

COMMISSIONERS
FRANK X. LOPEZ
RUBY KEISTER
THOMAS A. KEELEY

January 26, 1988

Mr. Howard M. Cunningham
Executive Secretary
Public Service Commission
201 Brooks Street
P. O. Box 812
Charleston, West Virginia 25323

Re: Case No. 87-839-S-PC

Dear Mr. Cunningham:

Please find enclosed copies of the Publishers Certificates from the Exponent-Telegram on the above referenced hearing, received in our office today.

Since we did not receive these in time to mail to your office five (5) days before the Hearing, Mr. Lopez will take the copies and present them at the Hearing, scheduled for tommorrow at 9:30A.M., in room 222, Correctional Center,

Hope this meets with your approval.

Very truly yours,

Cheryl Romano

Cheryl Romano
Executive Secretary

CLR
Enclosures

file

324-326 HEWES AVENUE • CLARKSBURG, WEST VIRGINIA 26301
PHONE (304) 624-6411

RETURN THIS STUB WITH YOUR REMITTANCE

CLARKSBURG PUBLISHING COMPANY
LEGAL ADVERTISING

HARRISON COUNTY COMMISSION
INVOICE # 7710-0188
1/13/88 ACCOUNT NO. 974
INVOICE AMOUNT 25.88

L AL ADVERTISING STATEMENT

INVOICE DATE - JANUARY 13, 1988

INVOICE # 7710-0188

ACCOUNT NUMBER 974
HARRISON COUNTY COMMISSION
301 WEST MAIN STREET
CLARKSBURG, WV 26301

DESCRIPTION OF PUBLICATION

PSC M.C.CASE #87-839-S-PC
ORDER CREATING LUMBERPORT AREA
PUBLIC SERVICE SEWER DISTRICT &
DISSOLUTION OF HAYWOOD PSD
NOTICE OF HEARING

		WORDS	RATE	AMOUNT
1/13/88	TELEGRAM	230	.062500	14.38
	EXPONENT	230	.050000	11.50

RECEIVED
JAN 28 1988
HARRISON COUNTY COMMISSION

TOTAL -- PLEASE PAY THIS AMOUNT ---------- 25.88

TERMS: 30 DAYS NET. FINANCE CHARGE WILL BE IMPOSED THEREAFTER, COMPUTED BY A "PERIODIC RATE" OF 1½% PER MONTH (OR A MINIMUM CHARGE OF 50 CENTS FOR BALANCES UNDER $33.00) WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% APPLIED TO THE "ADJUSTED BALANCE", WHICH IS THE PREVIOUS BALANCE LESS CURRENT PAYMENTS AND/OR CREDITS APPEARING ON THIS STATEMENT. PAYMENTS, CREDITS OR CHARGES, RECEIVED AFTER THE DATE HEREOF, WHICH IS THE CLOSING DATE OF THIS

PUBLISHER'S CERTIFICATE

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON

I, DEBORAH S. VELTRI

Classified Office Manager of THE CLARKSBURG EXPONENT, a newspaper of general circulation published in the City of Clarksburg, County and State aforesaid, do hereby certify that the annexed

PUBLIC SERVICE COMMISSION

was published in said THE CLARKSBURG EXPONENT one time, on the 13th day of January 19 88.

The publisher's fee for said publication is $ 11.50

Deborah S Veltri
Classified Office Mgr. of The Clarksburg Exponent

SEAL

Subscribed and sworn to before me this 13th day of January, 19 88

Notary Public in and for Harrison County, WV.

My commission expires on the 24th day of October 1993.

Form CA-14 E

APPENDIX A
PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON
CASE NO. 87-839-S-PC
HARRISON COUNTY COMMISSION
Order creating Lumberport Area Public Service Sewer District and Dissolution of Haywood Public Service District.

NOTICE OF HEARING

On December 2, 1987, the Harrison County Commission entered an order which creates the Lumberport Area Public Service Sewer District and dissolves the Haywood Public Service District in Harrison County.

Pursuant to West Virginia Code Section 16-13A-2, the Public Service Commission is required to hold a public hearing in the county in which the Districts are located, in order to determine if the order of the Harrison County Commission is in the best interest of the public. Therefore, a public hearing will be held on this matter at 9:30 a.m., Wednesday, January 27, 1988, in Room 222, Harrison County Correctional Center, Clarksburg, Harrison County, West Virginia, for the purpose of taking statements from the Harrison County Commission and/or Lumberport Area Public Service Sewer District and Haywood Public Service District, the Staff of the Public Service Commission and any interested members of the public who have comments regarding the

RECEIVED
JAN 26 1988
HARRISON COUNTY
COMMISSION

PUBLISHER'S CERTIFICATE

STATE OF WEST VIRGINIA,

COUNTY OF HARRISON

I, DEBORAH S. VELTRI

Classified Office Manager of CLARKSBURG TELEGRAM, a newspaper of general circulation published in the City of Clarksburg, County and State aforesaid, do hereby certify that the annexed

PUBLIC SERVICE COMMISSION

was published in said CLARKSBURG TELEGRAM one time, on the 13th day of January 19 88.

The publisher's fee for said publication is $ 14.38

Deborah S. Veltri
Classified Office Mgr. of Clarksburg Telegram

SEAL

Subscribed and sworn to before me this 13th day of January, 19 88

Notary Public in and for Harrison County, WV.

My commission expires on the 24th day of October 1993.

Form CA-14 T

APPENDIX A
PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

CASE NO: 87-839-S-PC
HARRISON COUNTY COMMISSION
Order creating Lumberport Area Public Service Sewer District and Dissolution of Haywood Public Service District.

NOTICE OF HEARING

On December 2, 1987, the Harrison County Commission entered an order which creates the Lumberport Area Public Service Sewer District and dissolves the Haywood Public Service District in Harrison County.

Pursuant to West Virginia Code Section 16-13A-2, the Public Service Commission is required to hold a public hearing in the county in which the Districts are located, in order to determine if the order of the Harrison County Commission is in the best interest of the public. Therefore, a public hearing will be held on this matter at 9:30 a.m., Wednesday, January 27, 1988, in Room 222, Harrison County Correctional Center, Clarksburg, Harrison County, West Virginia, for the purpose of taking statements from the Harrison County Commission and/or Lumberport Area Public Service Sewer District and Haywood Public Service District, the Staff of the Public Service Commission and any interested members of the public who have comments or statements regarding the order of the Harrison County Commission.

HARRISON COUNTY COMMISSION

RECEIVED
JAN 26 1988
HARRISON COUNTY
COMMISSION

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: April 21, 1988

CASE NO. 87-839-S-PC

RECEIVED
APR 21 1988
HARRISON COUNTY
COMMISSION

HARRISON COUNTY COMMISSION
Petition for approval to create
Lumberport Area Public Service
Sewer District and dissolve
Haywood Public Service District.

ADMINISTRATIVE LAW JUDGE'S DECISION

PROCEDURE

On December 10, 1987, the County Commission of Harrison County submitted an Order to the Public Service Commission entered by the County Commission on December 2, 1987, which Order dissolved the existing Haywood Public Service District and created the Lumberport Area Public Service Sewer District, pursuant to the provisions of West Virginia Code §16-13A-2 and following hearing and public notice. The purpose for the creation of Lumberport Area Public Service Sewer District is to enable the District to provide sewer service to the Town of Lumberport, the residences located immediately north of the Town limits, the old Haywood Public Service District, and the Cambria area. The purpose for the dissolution of the existing Haywood Public Service District is that it is currently inactive and serves no useful purpose.

By Order entered January 8, 1988, the matters involved herein were scheduled for hearing to be held in Clarksburg, Harrison County, West Virginia on January 27, 1988, as required by West Virginia Code §16-13A-2, regarding the dissolution or creation of a public service district by a county commission. The Order of January 8, 1988, also required that the Harrison County Commission publish a copy of the notice form attached to the Order once in a newspaper published and of general circulation in Harrison County, making due return to the Commission of such publication prior to the day of hearing.

On January 26, 1988, the Harrison County Commission submitted a Certificate of Publication with the Public Service Commission indicating that notice of the hearing scheduled for January 27, 1988, had been published in The Clarksburg Exponent, a newspaper published and of general circulation in Harrison County on January 13, 1988.

The hearing was held as scheduled on January 27, 1988. Anyone interested in the matter was given leave to appear at the hearing and present testimony. The Petitioner, Harrison County Commission, was represented by Counsel, James A. Matish, and by Frank X. Lopez, President of said Commission. Commission Staff was represented by Staff Attorney Steven Hamula; Utility Engineer David A. Hippchen; and Utility Analyst Carolyn Milam.

At the hearing, Mr. Paul A. Hornor, Jr., of Hornor Brothers Engineers, testified on behalf of the Petitioner, and Mr. Hippchen presented the testimony on behalf of the Commission Staff. No individuals appeared in protest to the petition to dissolve Haywood Public Service District or to create Lumberport Area Public Service Sewer District.

The Harrison County Commission sponsored five (5) exhibits, all of which were admitted into evidence. At the close of hearing on January 27, 1988, the matters involved herein were submitted for decision pending the receipt of Proposed Orders on February 29, 1988.

EVIDENCE

The first witness to testify was Paul A. Hornor, Jr., of Hornor Brothers Engineers, who is a licensed and registered engineer with the State of West Virginia. (Tr., p. 9). He testified that he was familiar with working on public sewer projects and had worked on the Lumberport area since 1975. (Tr., p. 10).

The Town of Lumberport is under an obligation by virtue of the Federal Water Pollution Control Act of 1972 and the West Virginia Department of Natural Resources to construct secondary treatment or better-than-secondary treatment facilities based on water quality standards. (Tr., p. 12). (Harrison County Commission's Exhibit No. 1), and (Harrison County Commission's Exhibit No. 2).

The Town of Lumberport is currently not in compliance but has submitted a municipal compliance plan. (Tr., p. 14). Furthermore, the Town of Lumberport has engaged Hornor Brothers Engineers to proceed with a municipal compliance plan that would result in the most cost effective means of providing sewer service for the Town and the communities that immediately surround the Town, which communities have been provided water service by the Town for a number of years. (Tr., pp. 15-16).

There are approximately one hundred (100) homes immediately north of the Town; approximately four hundred (400) in the Town itself; approximately two hundred (200) in the Haywood area and approximately fifty (50)

in Cambria. (Tr., pp. 17-18 and 30). The area within the municipal limits is not sufficiently large enough to economically construct and install said sewage treatment facilities without taking in some of the outlying areas including the houses located immediately north of the Town Limits, Cambria, and Haywood. (Tr., pp. 18-19). If Lumberport was to only construct a sewer system for the Town, the cost per customer would be Six Hundred Dollars ($600.00) per customer higher. (Tr., p. 21).

The witness testified that he requested some guidance from the Department of Natural Resources. (Harrison County Commission's Exhibit No. 3). (Tr., p. 18). As a result, the Department of Natural Resources sent a letter outlining three (3) options to the Town. (Tr., p. 22). (Harrison County Commission's Exhibit No. 4).

The Haywood Public Service District is inactive and has been a non-functioning board. (Tr., pp. 18 and 23). Neither the Haywood Public Service District nor any other Public Service District in the area, including the Enlarged Hepzibah Public Service District, could adequately serve the area of the proposed Public Service Sewer District. (Tr., pp. 23-27).

The Town of Lumberport, by being within the new Public Service Sewer District, already has in place systems of bookkeeping, billing, collecting, maintenance and operation and an office building. Therefore, there would not be another administrative unit being created. (Tr., p. 24). Creation of the new Public Service Sewer District would keep the cost per customer down and the including of Haywood would add a large industrial user to the sewer system, namely, the Harrison Power Station. (Tr., p. 28). (Harrison County Commission's Exhibit No. 5).

It is not economically feasible to obtain individual sewer service agreements since most people would not want to become part of the system. (Tr., p. 32).

The Town of Lumberport is high enough on the Department of Natural Resources' priority list to be in a position to receive Federal funds while there are funds remaining. (Tr., p. 35).

Mr. Hornor testified that the Town of Lumberport never considered being served by the Enlarged Hepzibah Public Service District. It was decided to create another Public Service District so as to provide service into areas located outside of the Town of Lumberport. At the same time, the old Haywood Public Service District would be dissolved, and its territory would be included within the boundaries of the new District. (Tr., pp. 25-28). Once this new District was created, an intermunicipal agreement was to be fashioned which would transfer all of the operation, maintenance and management to the Town of Lumberport. (Tr., p. 24).

David A. Hippchen was the only other witness at the hearing, testifying on behalf of Commission Staff. He is a utility engineer with the Public Service District Division of the Commission. As part of his responsibilities with the Commission, Mr. Hippchen is working on the proposed county plan for Harrison County, and he investigated the petition filed by the Harrison County Commission which proposed the creation of the Lumberport sewer district.

In his opinion, Mr. Hippchen stated that the original petition called for the creation of a new public service district to provide sewer service under its own management and operation. (Tr., p. 40). In additional, the Town of Lumberport had consented to be included within the boundaries of that new district. However, Mr. Hippchen stated that in reality the Town

of Lumberport intends to exercise control over the management and operation of this new district. In other words, the newly created district would be merely a paper district with no real duties and responsibilities. (Tr., p. 40).

According to Mr. Hippchen, there is another alternative available to the Harrison County Commission by which sewer service could be provided to these currently unserved areas. He stated that the Enlarged Hepzibah Public Service District could be expanded to include the proposed territory of the Lumberport Area Public Service District. (Tr., p. 42). Based on the provisions of West Virginia Code §16-13A-2, Mr. Hippchen stated that the Commission Staff is obligated to examine the possible consolidation, merger, expansion or dissolution of existing districts before recommending the approval of a newly created district. (Tr., p. 42).

Mr. Hippchen also noted that the Commission Staff is attempting to minimize the number of public utilities in West Virginia. Under the County Commission's proposal, two new utilities would be created. Utilizing Staff's proposal, an existing utility would be expanded. (Tr., p. 45).

Regarding the impact of this proceeding on the county planning activity, Mr. Hippchen indicated that the expansion of the Enlarged Hepzibah Public Service District would not alter the recommendations contained in the Harrison County plan. On the other hand, the creation of a new district at this time would have a definite impact on the county plan. As such, Staff would be forced to evaluate this new district for possible consolidation, merger or dissolution with other existing districts. (Tr., pp. 45-46).

Mr. Hippchen also testified concerning the availability of funding should Staff's recommendation for expanding Enlarged Hepzibah Public Service District be accepted. In his opinion, Mr. Hippchen stated that the priority status of the Town of Lumberport or the proposed Lumberport Public Service District would be transferred to Enlarged Hepzibah Public Service District. (Tr., pp. 51, 61-62).

Finally, Mr. Hippchen testified about the physical facilities of the Enlarged Hepzibah Public Service District. He stated that Enlarged Hepzibah currently operates two separate collection and treatment systems which serves 660 sewer customers. In addition, this District has a central office with a computer for billing and management services. (Tr., pp. 41-42). With regard to operation, this District employs a general manager and certified operators. (Tr., pp. 41-42, 59).

On cross-examination, Mr. Hippchen stated that the Town of Lumberport currently serves all of the customers of the new District with its water system and that it would be a simple matter of just adding the sewer charges to the water bill. (Tr., pp. 47-48). He further stated that if there were a problem with a water meter, a customer under his proposal would have to file two (2) complaints. (Tr., p. 54). Also, expansion of the Enlarged Hepzibah Public Service District would require the District to purchase from the Town of Lumberport the necessary information in order to do the sewer billing. (Tr., pp. 55-56). He testified that under the new District the Town would have to hire a certificated operator but that if Enlarged Hepzibah was expanded it may be necessary for it to hire another certified operator. (Tr., pp. 56-60).

Mr. Hippchen could not guarantee that the Enlarged Hepzibah Public Service District would be able to get the Town of Lumberport priority for

Federal funds. (Tr., p. 61). If the Town developed its own municipal sewer system, there would be no reason to expand any of the adjoining PSDs, which would leave approximately three hundred (300) customers without sewer service. (Tr., p. 63). He was not aware of what, if any, the cost savings would be to the customers of Lumberport and the surrounding area by including them in the Enlarged Hepzibah Public Service District. (Tr., pp. 64-65).

The Administrative Law Judge (ALJ) requested that Mr. Hippchen find out from the funding group if the Town of Lumberport's priority could be transferred to the Enlarged Hepzibah District. He indicated that he could get the required information. (Tr., p. 61).

On April 8, 1988, the ALJ received a letter from Mike Johnson, head of the Construction Grants Branch for the Department of Natural Resources. In his letter, Mr. Johnson states that the Town of Lumberport's construction grant application is under review for the funding during fiscal year 1988, and that the Grants Division supports the creation of the new District. The letter further states that the expanding of the Enlarged Hepzibah Public Service District to encompass this area would not be looked upon favorably by his agency. The letter further states that the agency would also be reluctant to giving the Enlarged Hepzibah Public Service District another grant from EPA given their past history of poor grant administration and management.

Staff did not consult with the Harrison County Commission nor the Town of Lumberport concerning Staff's plan to expand the Enlarged Hepzibah Public Service District boundaries to include the Town of Lumberport and the area surrounding the Town. (Tr., p. 64).

Contrary to Staff's assertion, there is only one District being formed. (Tr., pp. 45-59).

COMMENT

It is quite clear that this construction can only be done by receiving a construction grant from the Grant Division of the Department of Natural Resources. Mr. Mike Johnson, head of the Grant Division for the Department of Natural Resources, has stated in a letter dated April 8, 1988, that his agency, which controls the grant approval, would not look favorably upon the expansion of the Enlarged Hepzibah District and would be reluctant to give the Enlarged Hepzibah District another grant from EPA funds. Therefore, to sustain the Staff's position by expanding the Enlarged Hepzibah District would kill this project.

FINDINGS OF FACT

1. Both the Harrison County Commission and the Public Service Commission of West Virginia have held public hearings on the creation of the Lumberport Area Public Service Sewer District and the dissolution of the existing Haywood Public Service District. (See, generally, Transcript of January 27, 1988, and Order filed by the Harrison County Commission on December 10, 1987).

2. The Town of Lumberport is under an obligation by virtue of the Federal Water Pollution Control Act of 1972 and the West Virginia Department of Natural Resources to construct a secondary treatment or better-than-secondary treatment facilities. (Tr., pp. 11-14).

3. The Town of Lumberport is currently not in compliance with the Federal Water Pollution Control Act of 1972. (Tr., p. 14).

4. The Town of Lumberport intends to operate, maintain and manage the proposed Lumberport Public Service Sewer District under an intermunicipal agreement. (Tr., pp. 23, 49-50).

5. The Town of Lumberport passed a resolution on May 12, 1987, consenting to be included within the proposed Lumberport Area Public Service Sewer District in compliance with the requirements of West Virginia Code §16-13A-2. (Tr., pp. 49-50).

6. The Haywood Public Service District is currently inactive, and serves no useful purpose. (Tr., p. 46).

7. There is no requirement under West Virginia Code §16-13A-2 to require any municipality to be a part of any Public Service District. The Town's decision to be part of the new Lumberport Area Public Service Sewer District is not binding on it to become a part of the Enlarged Hepzibah Public Service District.

8. The Town of Lumberport cannot construct a sewer treatment facility at an economic cost without taking in some of the outlying areas immediately north of the Town limits, Cambria and Haywood. The area is now being served with water from the Town of Lumberport. (Tr., pp. 47-48).

9. The priority funding that the Town of Lumberport has with the West Virginia Department of Natural Resources will not be transferred or assigned to the Enlarged Hepzibah Public Service District by the Department of Natural Resources. (See letter from Mr. Johnson, head of the Grants Division for the West Virginia Department of Natural Resources).

CONCLUSIONS OF LAW

In this case, it is clear from the testimony that neither the Enlarged Hepzibah Public Service District nor any other Public Service District in the area can adequately serve the area of the new Lumberport Area Public Service Sewer District at a more reasonable cost per customer than what the new District will.

That the priority funding for the new District is not assignable to the Enlarged Hepzibah Public Service District.

Therefore, it is the ALJ's decision that the Applicant has met its burden of showing that its Order creating the Lumberport Area Public Service Sewer District and dissolving the Haywood Public Service District, is in the best interest of the public and would be conducive to the preservation of the public health, comfort and convenience of the area and would be of sufficient size to allow the economical construction and installation of said sewage treatment facilities.

ORDER

IT IS, THEREFORE, ORDERED that:

1. The Haywood Public Service District be, and the same hereby is, dissolved.

2. There be, and hereby is, created the new Public Service Sewer District to be called the "Lumberport Area Public Service Sewer District", said District shall contain the general area of the corporate limits of the Town of Lumberport, the homes immediately north of the Town Limits, the old Haywood Public Service District, and Cambria and is situate in Eagle District, Harrison County, West Virginia, and more particularly bounded and described as follows:

Beginning at a point in the center of Tenmile Creek (said point being a corner to the Short Line Public Service District which corner bears N. 62° 30' W. 260 feet ± to the Chessie System Railroad tracts) thence, with a boundary line of the Short Line Public Service District N. 62° 30' W. 1950 feet ± to a point; thence, leaving the Short Line Public Service District boundary N. 1° 20' W. 3050 feet ± to the top of a ridge (elevation 1346); thence N. 37° 50' E. 6,000 feet to a point which is 380 feet ± due west of Jack Run Road; thence S. 45° 30' E. 2150 feet ± to the top of a ridge; thence S. 55° 30' E. 1700 feet ± to a point in the center of the Lumberport-Haywood Bridge and being the center of Tenmile Creek; thence with the meanders of Tenmile Creek downstream in a northeast direction 6,900 feet ± to a point in the boundary line of the Haywood Public Service District (said boundary line being the same line that divides Eagle and Clay Magisterial Districts); thence with the Eagle and Clay Magisterial District line and the Haywood Public Service District boundary in a southwesterly direction 5,400 feet ± to a point in the center of Tenmile Creek; thence downstream with the meanders of Tenmile Creek in a westerly direction 2,240 feet ± to a point in the Lumberport corporation line; thence with the Lumberport corporation line in a southwesterly direction 3,200 feet ± to a point in the center of Tenmile Creek; thence upstream with the meanders of Tenmile Creek 5,450 feet ± to the beginning containing 1,167 acres.

The Executive Secretary is hereby ordered to serve a copy of this order upon the Commission by hand delivery, and upon all parties of record by United States Certified Mail, return receipt requested.

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

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

Any party may request waiver of the right to file exceptions to an Administrative Law Judge's Order by filing an appropriate petition in

writing with the Secretary. No such waiver will be effective until approved by order of the Commission, nor shall any such waiver operate to make any Administrative Law Judge's Order or Decision the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.

Arnold O. Weiford
Chief Administrative Law Judge

AOW:mrs

STATE OF WEST VIRGINIA,

County of Harrison:

I, SYLVIA BASILE, Clerk of the Harrison County Commission do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in General Order Book No. 56 at Page 681, of said records.

Given under my hand and Seal of said Office this 16 day of December, 19 96.

Clerk, Harrison County Commission

CC-P-11

At a Regular Term of the County Commission of Harrison County, West Virginia, continued and held at the Courthouse thereof, on the 28 day of July, 1988, Commissioners Frank X. Lopez and Ruby Keister being present thereat, the following order was made and entered, to-wit:

County Commission

Re: Petition for Approval to create Lumberport Area Public Service Sewer District and dissolve Haywood Public Service District (Public Service Comm.)

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 29th day of June, 1988

CASE NO. 87-839-S-PC

HARRISON COUNTY COMMISSION
Petition for approval to create Lumberport Area Public Service Sewer District and dissolve Haywood Public Service District.

COMMISSION ORDER AFFIRMING
ADMINISTRATIVE LAW JUDGE DECISION

On December 2, 1987, the County Commission of Harrison County (County Commission), following hearing and public notice, entered an order which dissolved the existing Haywood Public Service District and created the Lumberport Area Public Service Sewer District (Lumberport Area PSSD or PSSD), pursuant to the provisions of West Virginia Code §16-13A-2. The purpose for the creation of the Lumberport Area Public Service Sewer District (PSSD) is to enable the PSSD to provide sewer service to the Town of Lumberport, the residences located immediately north of the Town limits, the old Haywood Public Service District, and the Cambria area. The purpose for the dissolution of the existing Haywood Public Service District is that it is currently inactive and serves no useful purpose.

On December 10, 1987, the County Commission submitted its order to the Public Service Commission.

Proper notice was given and a hearing was held as scheduled on January 27, 1988. No individuals appeared in protest to the petition to dissolve Haywood Public Service District or to create the PSSD.

By order entered April 21, 1988, the Administrative Law Judge (ALJ) determined that the evidence demonstrated that neither the Enlarged Hepzibah Public Service District (Enlarged Hepzibah PSD) nor any other public service district in the area could adequately serve the area of the new PSSD at a more reasonable cost per customer than proposed by the PSSD. The ALJ asserted that Mike Johnson, head of the Construction Grants branch of the Department of Natural Resources (DNR), sent a letter to the Commission stating that the priority funding for the new District could not be assigned to the Enlarged Hepzibah PSD. The ALJ determined that the Applicant met its burden of showing that its order creating the Lumberport Area PSSD and dissolving the Haywood Public Service District is in the best interest

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of the public. Accordingly, the ALJ approved the creation of the PSSD.

On May 6, 1988, the Staff filed exceptions to the Recommended Decision. The Staff contends that the ALJ erred in considering the April 8, 1988, letter from the DNR as evidence in the disposition of this case. The Staff further asserts that the ALJ erred in concluding that the priority funding status of the Town of Lumberport would not be assignable to the Enlarged Hepzibah PSD. The Staff took exception to the ALJ finding that the Staff's proposal to expand the existing Enlarged Hepzibah PSD "would kill" Lumberport's sewer project. The Staff maintains that the ALJ did not properly set forth the Staff's testimony in this proceeding and requests that the Commission reverse the ALJ Recommended Decision.

On May 11, 1988, the Harrison County Commission filed its answer to the exceptions submitted by the Staff. The County Commission contends that the record contained enough evidence for the ALJ to determine that the Applicant had made a prima facie case. The County Commission requested that the exceptions filed by the Staff be denied and that an order be entered affirming the ALJ Recommended Decision.

DISCUSSION

At the hearing, the testimony of only two witnesses was presented. The County Commission presented the testimony of Paul A. Hornor, Jr., of Hornor Brothers Engineers, who is a licensed and registered engineer with the state of West Virginia (Tr. p. 9). He testified that upon request, the DNR sent a letter outlining three options to the Town (Tr. p. 22; County Commission Exh. No. 4). He testified that the Town of Lumberport is listed high enough on the DNR's priority list to be in a position to receive federal funds while there are funds remaining (Tr. p. 35). He further testified that the Town of Lumberport never considered being served by the Enlarged Hepzibah PSD (Tr. p.33).

David A. Hippchen testified on behalf of the Staff. Pursuant to the mandate of §16-13A-1b, the Staff is developing the Harrison County plan relating to the creation, consolidation, merger, expansion or dissolution of public service districts or of public service districts' management and administrative services. Mr. Hippchen is currently working on the proposed county plan for Harrison County and he also investigated the petition filed by the County Commission. Mr. Hippchen proposed that the Enlarged Hepzibah PSD be expanded to include the proposed territory of the PSSD (Tr. p. 42). He stated that it was his duty, pursuant to West Virginia Code §16-13A-2, to examine the possible consolidation, merger, expansion or dissolution of existing districts before recommending the approval of a newly created district (Tr. p. 42). Mr. Hippchen stated that the Commission is attempting to limit the number of public utilities in West Virginia and therefore, he proposed to expand an existing utility. He testified that the expansion of the Enlarged Hepzibah PSD would not affect the recommendations contained in the Harrison County plan, whereas the creation of a new district would have a definite impact on

the county plan (Tr. pp. 45-46). Mr. Hippchen also testified that he had never discussed his plan with the County Commission (Tr. p. 64). he also did not know what, if any, savings there would be if Enlarged Hepzibah PSD was expanded (Tr. p. 64).

The letter received from Mike Johnson of DNR, dated April 8, 1988, stated that DNR would be reluctant to give Enlarged Hepzibah PSD another grant from the Environmental Protection Agency (EPA), given their past history of poor grant administration and management. Furthermore, Mr. Johnson stated that DNR believed the Town of Lumberport would resist becoming part of the Enlarged Hepzibah PSD if the project would jeopardize its opportunity to receive EPA funding this fiscal year.

The record indicates that the project is ready to proceed as proposed by the County Commission. There is insufficient evidence on the record to support the Staff's position that the Enlarged Hepzibah PSD should be expanded to serve these customers. Although the Staff properly cites the applicability of §16-13A-2 of the Code, the Staff has failed to provide any evidence that justifies expanding the Enlarged Hepzibah PSD.

On November 23, 1987, the County Commission filed with the Commission notice of the public hearing on December 3, 1987, concerning the creation of the new PSSD. The Staff did not participate at the public hearing and §16-13A-2 of the Code does not require the Staff to do so.

However, the Commission recommends that the Staff, upon receipt of notice of County Commission public hearings, should intervene and participate in the public hearing at the County level. The Staff should attend the public hearing to familiarize itself with the County Commission proposal and to make a preliminary recommendation. If the Staff is advised of the County Commission proceedings and is able to participate at the onset, then the differences between the Staff and the County Commissions can either be reconciled or the opposing positions can be more fully developed before the matter is before the Commission.

Accordingly, the Commission has determined that the ALJ Recommended Decision should be affirmed.

FINDINGS OF FACT

1. Mr. Paul A. Hornor, Jr., testifying on behalf of the County Commission, stated that the Town of Lumberport is listed high enough on the DNR's priority list to be in a position to receive federal funds while there are funds remaining (Tr. p. 35).

2. Mr. Hornor testified that the Town of Lumberport never considered being served by the Enlarged Hepzibah PSD (Tr. p. 33).

3. David A. Hippchen, testifying on behalf of the Staff, stated that the expansion of the Enlarged Hepzibah PSD would not affect the recommendations contained in the Harrison County plan, whereas the

creation of a new district would have a definite impact on the county plan (Tr. pp. 45-46).

4. Mr. Hippchen also testified that he had never discussed his plan with the County Commission (Tr. p. 64).

5. Mr. Hippchen testified that he did not know what, if any, savings there would be if Enlarged Hepzibah was expanded (Tr. p. 64).

6. The letter dated April 8, 1988, received from Mike Johnson of DNR stated that DNR would be reluctant to give the Enlarged Hepzibah PSD another grant from EPA, given their past history of poor grant administration and management.

7. Mr. Johnson stated in his letter that DNR believed the Town of Lumberport would resist becoming part of the Enlarged Hepzibah PSD if the project would jeopardize its opportunity to receive EPA funding this fiscal year.

8. The Staff did not participate at the public hearing held by the County Commission and §16-13A-2 of the Code does not require the Staff to do so.

CONCLUSIONS OF LAW

1. The Commission finds that there is insufficient evidence on the record to support the Staff's position that the Enlarged Hepzibah PSD should be expanded to serve these customers.

2. The Commission finds that the Staff, upon receipt of notice of County Commission public hearings, should participate at the County Commission public hearing to familiarize itself with any County Commission proposal and to make a preliminary recommendation.

3. The Commission has determined that the Administrative Law Judge Recommended Decision should be affirmed.

ORDER

IT IS, THEREFORE, ORDERED that the Administrative Law Judge Recommended Decision entered on April 21, 1988, is hereby affirmed.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail.

A TRUE COPY

TESTE:

Howard M. Cunningham,
Executive Secretary

SMW:sn
ARC

At a Regular Term of the County Commission of Harrison County, West Virginia, continued and held at the Courthouse thereof, on the 22 day of September, 19 88, Commissioners Frank X. Loprz and Ruby Keister being present thereat, the following order was made and entered, to-wit:

Lumberport Area Public Service Sewer District	Order of Public Service Commission Denying Petition for Reconsideration

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 19th day of September, 1988.

RECEIVED
SEP 21 1988
HARRISON COUNTY
COMMISSION

CASE NO. 87-839-S-PC

HARRISON COUNTY COMMISSION
Petition for approval to create Lumberport Area Public Service Sewer District and dissolve Haywood Public Service District.

COMMISSION ORDER DENYING
PETITION FOR RECONSIDERATION

By order entered on June 29, 1988, the Commission affirmed the Administrative Law Judge (ALJ) recommended decision entered on April 12, 1988, wherein the ALJ approved the creation of the Lumberport Area Public Service Sewer District (PSSD) and dissolved the Haywood Public Service District.

On July 8, 1988, the Commission Staff (Staff) filed a petition for reconsideration of the Commission order entered on June 29, 1988. The Staff contends that the Harrison County Commission (County Commission or Applicant) failed to properly follow the mandates of §16-13A-2 of the West Virginia Code since it did not consider the feasibility of expanding the Enlarged Hepzibah Public Service District (PSD). The Staff believes that it has presented sufficient evidence to support and justify its recommendation to expand the PSD in compliance with §16-13A-2 of the Code. Furthermore, the Staff objects to the Commission recommendation that the Staff participate in County Commission proceedings and recommends that the County Commission be encouraged to contact and discuss its proposal with PSD Division personnel prior to actually initiating any plans through the procedures outlined in West Virginia Code §16-13A-2 (Staff Petition, p. 5). The Staff requests that the Commission reconsider its order entered on June 29, 1988, and deny the County Commission's petition to create the Lumberport Area Public Service Sewer District.

On July 14, 1988, the County Commission filed its reply to the Staff's petition for reconsideration. The Applicant asserts that it met its burden of proof by showing that the creation of the new PSSD is: (1) in the public interest; (2) conducive to the preservation of public health, comfort and convenience of the area; and (3) of sufficient size to allow the economical construction and installation of the sewer treatment facilities. The Applicant requests that the petition for reconsideration be denied.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Dayton Legal Blank Co.—L-8884

DISCUSSION

Pursuant to §16-13A-2 of the West Virginia Code, the county commission of any county may, on its own motion by order duly adopted, propose the creation of a public service district within such county, setting forth in its order a description of the public service district and identifying the name of the proposed district. Section 16-13A-2 further provides that the petition shall be filed in the office of the clerk of the county commission of the county or counties in which the proposed public service district shall be situated.

When the county commission enters an order proposing the creation of a public service district, it is required to schedule a hearing to consider and to hear public comment on the creation of the proposed public service district. The date of the hearing must not be more than forty (40) days nor less than twenty (20) days from the date of such action and it must be published as a class I legal advertisement in the county or counties in which the proposed public service district is located. West Virginia Code §16-13A-2.

At the hearing, the county commission is required by §16-13A-2 of the Code to consider and determine the feasibility of the creation of the proposed district. If it determines that the construction or acquisition by purchase will be conducive to the preservation of public health, comfort and convenience of such area, the county commission shall by order create such public service district. It is then submitted to the Commission for approval.

The County Commission in this proceeding complied with all of the foregoing provisions of §16-13A-2 of the Code in its creation of the new PSD. The evidence presented by the County Commission indicates that its proposal to create the new PSD is reasonable.

The Staff contends, however, that the PSD did not properly follow §16-13A-2, since it did not consider expanding the Enlarged Hepzibah PSD. Yet, that is the only reference to §16-13A-2 of the Code with which the Staff alleges that the County Commission did not comply. The Staff did not provide evidence to establish that expanding the Enlarged Hepzibah PSD would be cost effective and result in savings to potential customers (Tr. p. 64). The Staff also did not present sufficient evidence to support its contention that the creation of a new PSD by the County Commission was imprudent and unreasonable.

The Staff's involvement in cases stemming from §16-13A-2 of the Code should begin as early as possible. As suggested by the Staff, the county commissions which are considering the creation, consolidation or expansion of a public service district should contact the Staff and discuss such proposals prior to invoking the procedures set forth in §16-13A-2 of the Code. These early discussions between the Staff and the county commission can resolve potential conflicts prior to initiating any procedures required by §16-13A-2 of the Code.

The Commission, therefore, has determined that the petition for reconsideration should be denied.

Dayton Legal Blank Co.—L4484

FINDINGS OF FACT

1. Section 16-13A-2 of the Code provides that when a county commission enters an order proposing the creation of a public service district, the county commission must schedule a hearing within the county the proposed public service district shall be located to receive comment on the proposal.

2. Section 16-13A-2 of the Code also provides that if the county commission determines that the construction or acquisition by purchase or otherwise and maintenance, operation, improvement and extension of public service properties by such public service district will be conducive to the preservation of public health, comfort and convenience of such area, the county commission shall by order create such public service district.

3. Within ten (10) days after the entry of an order creating a public service district, the order must be filed for review and approval by the commission. West Virginia Code §16-13A-2.

CONCLUSIONS OF LAW

1. The Commission has determined that the County Commission acted in accordance with §16-13A-2 of the Code and the creation of the new Public Service District appears to prudent and reasonable.

2. The Commission further finds that the Staff did not present sufficient evidence to support its assertions that the County Commission should have expanded the Enlarged Hepzibah PSD rather than create a new Public Service District.

ORDER

IT IS, THEREFORE, ORDERED that the petition for reconsideration of the Commission's order entered on June 29, 1988, be denied.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this order upon all parties of record by United States First Class Mail.

ARC
SMW:sn

TRUE COPY: TESTE

Howard M. Cunningham
Executive Secretary

Session Held MONDAY, OCTOBER 5, 2009

CASTO & HARRIS, INC., SPENCER, W. VA. RE-ORDER NO. 20016-06

Rogers Stevens, Jr. — Appointed Member of the Lumberport Area Public Service Sewer District

This day came Rogers Stevens, Jr., who was this day appointed as a Member of the Lumberport Area Public Service Sewer District Board, and accepted said office or trust and took the oath prescribed by law for a term beginning October 5, 2009 and continuing until October 5, 2015.

Attest: Clerk

Susan J Thomas
HARRISON County 09:00:58 AM
Instrument No 200900032791
Date Recorded 10/06/2009
Document Type GOR
Book-Page 78-571

Susan J Thomas
HARRISON County 08:54:10 AM
Instrument No 200900032786
Date Recorded 10/06/2009
Document Type OATH
Book-Page 36-627

BK0036 PG0627

OATH OF OFFICE AND CERTIFICATE

STATE of WEST VIRGINIA,)
)
Harrison County, to-wit:)

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of Lumberport Area Public Service Sewer District

to the best of my skill and judgment: SO HELP ME GOD.

Signature of Affiant _____
Rogers Stevens Jr.

Subscribed and sworn to before me, in said County and State, this 5th day of October, 2009.

_____

_____

_____

ORDERS — Commissioners Harrison County, W. Va.

Session Held

CASTO & HARRIS, INC., SPENCER, W. VA. RE-ORDER NO. 20016-06 **THURSDAY, FEBRUARY 10, 2011**

County Commission OATH

On motion of Jerald L. Briggs, and by and with the consent of the County Commission of Harrison County, it is ordered that Jerald L. Briggs, be and he is hereby appointed Member, Lumberport Area Public Service Sewer District, and this day accepted said office or trust and took the oath prescribed by law.

Susan J Thomas
HARRISON County 02:24:13 PM
Instrument No 201100005364
Date Recorded 02/10/2011
Document Type GOR
Book-Page 80-347

Susan J Thomas
HARRISON County 02:20:50 PM
Instrument No 201100005362
Date Recorded 02/10/2011
Document Type OATH
Book-Page 36-887

BK0036 PG0887

OATH OF OFFICE AND CERTIFICATE

STATE of WEST VIRGINIA)
)
Harrison County, to-wit)

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of **Member, Lumberport Area Public Service Sewer District**

to the best of my skill and judgement: **SO HELP ME GOD.**

Signature of Affiant _____
Jerald L. Briggs

Subscribed and sworn to before me, in said County and State, this 11th day of February, **2011**.

_____
Bernard L.Fazzini Sr., President

_____
Ronald R. Watson, Member

_____

County Commission

OATH

On motion of Charles Corrigan, and by and with the consent of the County Commission of Harrison County, it is ordered that Charles Corrigan, be and he is hereby appointed Member, Lumberport Area Public Service Sewer District, and this day accepted said office or trust and took the oath prescribed by law.

Susan J Thomas
HARRISON County 02:27:34 PM
Instrument No 201100009056
Date Recorded 03/10/2011
Document Type GOR
Book-Page 80-402

Susan J Thomas
HARRISON County 02:19:30 PM
Instrument No 201100009045
Date Recorded 03/10/2011
Document Type OATH
Book-Page 36-907

BK0036 PG0907

OATH OF OFFICE AND CERTIFICATE

STATE of WEST VIRGINIA)
)
Harrison County, to-wit)

I do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of the office of **Member, Lumberport Area Public Service Sewer District**

to the best of my skill and judgement: **SO HELP ME GOD.**

Signature of Affiant Charles L Corrigan
Charles Corrigan

Subscribed and sworn to before me, in said County and State, this 11th day of March, 2011.

Bernard L. Fazzini Sr., President

Ronald R. Watson, Member

RULES OF PROCEDURE

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT

ARTICLE I

NAME AND PLACE OF BUSINESS

Section 1. Name: LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT.

Section 2. The principal office of this Public Service District will be located at Lumberport, Harrison County, West Virginia.

Section 3. The Common Seal of the District shall consist of 2 concentric circles between which circles shall be inscribed "Lumberport Area Public Service Sewer District", and in the center "SEAL" as follows:

Section 4. The fiscal year of the District shall begin the 1st day of July in each year and shall end on the following June 30.

ARTICLE II

PURPOSE

This District is organized exclusively for the purposes set forth in Chapter 16, Article 13A of the Code of West Virginia of 1931, as amended (the "Act").

ARTICLE III

MEMBERSHIP

Section 1. The members of the Public Service Board of this District shall be those persons appointed by The County

Commission of Harrison County, West Virginia, or otherwise appointed pursuant to the Act, who shall serve for such terms as may be specified in the order of the County Commission or otherwise.

Section 2. Should any member of the Public Service Board resign or otherwise become legally disqualified to serve as a member of the Public Service Board, the Secretary shall immediately notify the County Commission or other entity provided under the Act and request the appointment of a qualified person to fill such vacancy. Prior to the end of the term of any member of the Public Service Board, the Secretary shall notify the County Commission or other entity provided under the Act of the pending termination and request the County Commission or other entity provided under the Act to enter an order of appointment or re-appointment to maintain a fully qualified membership of the Public Service Board.

ARTICLE IV

MEETINGS OF THE PUBLIC SERVICE BOARD

Section 1. The members of the Public Service Board of this District shall hold regular monthly meetings on the second Wednesday of each month at such place and hour as the members shall determine from time to time. If the day stated shall fall on a legal holiday, the meeting shall be held on the following day. Special meetings of the Public Service Board may be called at any time by the Chairman or by a quorum of the Board.

Section 2. At any meeting of the Public Service Board of the District, 2 members shall constitute a quorum. Each member of the Public Service Board shall have one vote at any membership meeting and if a quorum is not present, those present may adjourn the meeting to a later date.

Section 3. Unless otherwise waived, notice to members by letter or telephone shall be required for regular meetings. Unless otherwise waived, notice in writing of each special meeting of the membership shall be given to all members by the Secretary by mailing the same to the last known post office addresses of the members at least 3 days before the date fixed for such meeting. The notice of any special meeting shall state briefly the purposes of such

meeting and the nature of the business to be transacted thereat, and no business other than that stated in the notice or incidental thereto shall be transacted at any such special meeting.

PUBLIC NOTICE OF MEETINGS

Section 4. Pursuant to Section 3, Article 9A, Chapter 6 of the West Virginia Code of 1931, as amended, notice of the time and place of all regularly scheduled sessions of such Public Service Board, and the time, place and purpose of all special sessions of such Public Service Board, shall be made available, in advance, to the public and news media as follows:

A. A notice shall be posted by the Secretary of the Public Service Board of the Public Service District at the front door of the Harrison County Courthouse and at the front door of the place fixed for the regular meetings of the Public Service Board of the time and place fixed and entered of record by the Public Service Board for the holding of regularly scheduled sessions. If a particular regularly scheduled session is cancelled or postponed, a notice of such cancellation or postponement shall be posted at the front doors of the Courthouse and the meeting place as soon as feasible after such cancellation or postponement has been determined upon.

B. A notice shall be posted by the Secretary of the Public Service Board at the front door to the Harrison County Courthouse and at the front door of the place fixed for the regular meetings of the Public Service Board at least 48 hours before a special session is to be held, stating the time, place and purpose for which such special session shall be held. If the special session is cancelled, a notice of such cancellation shall be posted at the front doors of the Courthouse and the meeting place as soon as feasible after such cancellation has been determined upon.

C. The form of notice for posting as to a special session may be generally as follows:

LUMBERPORT AREA PUBLIC
SERVICE SEWER DISTRICT

NOTICE OF SPECIAL SESSION

The Public Service Board of Lumberport Area Public Service Sewer District will meet in special session on _____, at _____ __. m., prevailing time, at _____, West Virginia, for the following purposes:

1. To consider and act upon a proposed Bond Authorizing Resolution providing for the issuance of a _____ _____ Bond, Series _____, of the District, in the principal amount of $_____, to provide funds for construction of _____ facilities of the District.

2.

_____
Secretary

Date: _____

ARTICLE V

OFFICERS

Section 1. The officers of the Public Service Board shall be a Chairman, Secretary and Treasurer. The Chairman shall be elected from the members of the Public Service Board. The Secretary and Treasurer need not be members of the Public Service Board, and may be the same person.

Section 2. The officers of the Public Service Board shall be elected each year by the members at the first meeting held in the month of January of such year. The officers so elected shall serve until the next annual

election by the membership and until their successors are duly elected and qualified. Any vacancy occurring among the officers shall be filled by the members of the Public Service Board at a regular or special meeting. Persons selected to fill vacancies shall serve until the following January meeting of the Board when their successors shall be elected hereinabove provided.

ARTICLE VI

DUTIES OF OFFICERS

Section 1. When present, the Chairman shall preside as Chairman at all meetings of the Public Service Board. He shall, together with the Secretary, sign the minutes of all meetings at which he shall preside. He shall attend generally to the executive business of the Board and exercise such powers as may be conferred upon him by the Board, by these bylaws, or prescribed by law. He shall execute, and if necessary, acknowledge for record, any deeds, deeds of trust, contracts, notes, bonds, agreements or other papers necessary, requisite, proper or convenient to be executed by or on behalf of the Board when and if directed by the members of the Board.

Section 2. If the Chairman is absent from any meeting, the remaining members of the Board shall select a temporary Chairman.

Section 3. The Secretary shall keep a record of all proceedings of the Board which shall be available for inspection as other public records. He shall, together with the Chairman, sign the minutes of the meetings at which he is present. The Secretary shall have charge of the minute book, be the custodian of deeds and other writings and papers of the Board. He shall also perform such other duties as he may have under law by virtue of his office or as may be conferred upon him from time to time by the members of the Board.

Section 4. The Treasurer shall be the lawful custodian of all funds of the District and shall pay same out on orders authorized or approved by the Board. The Treasurer shall keep or cause to be kept proper and accurate books of accounts and proper receipts and vouchers for all disbursements made by or through him and shall prepare and submit such reports and statements of the financial condition

of the Board as the members may from time to time prescribe. He shall perform such other duties as may be required of him, by law or as may be conferred upon him by the members of the Board.

ARTICLE VII

AMENDMENTS TO RULES OF PROCEDURE

These Rules of Procedure may be altered, changed, amended or added to at any regular or special meeting of the Board by a majority vote of the entire Board, or at any regular or special meeting of the members when a quorum is present in person and a majority of those present vote for the amendment; but no such change, alteration, amendment or addition shall be made at any special meeting unless notice of the intention to propose such change, alteration, amendment or addition and a clear statement of the substance thereof be included in the written notice calling such meeting.

Dated this 17th day of February, 1989.

Warren Robinson
WARREN ROBINSON

Wallace Hall Sr.
WALLACE HALL, SR.

Michael A Ash
MIKE ASH

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT

A RESOLUTION RATIFYING THE MERGER OF LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT INTO THE TOWN OF LUMBERPORT

WHEREAS, Lumberport Area Public Service Sewer District (the "District") is a public service district and public corporation created by Resolution of The County Commission of Harrison County (the "County Commission") and formed pursuant to the provisions of Chapter 16, Article 13A of the West Virginia Code of 1931, as amended (the "Code");

WHEREAS, the District owns and operates a sewerage system within its service territory in Harrison County;

WHEREAS, the Town of Lumberport (the "Town") is a municipality and public corporation created by Resolution of the County Commission and formed pursuant to the provisions of Chapter 16, Article 13A of Code;

WHEREAS, the Town owns and operates a waterworks system and sewerage system within its service territory in Harrison County;

WHEREAS, on November 19, 2009, the County Commission entered an order approving the merger of the District into the Town;

WHEREAS, the Public Service Commission of West Virginia, in Case No. 10-1090-PSD-S-PC, approved and ordered the merger of the District into the Town, as described more fully herein; and

WHEREAS, the District deems it desirous to adopt a Resolution ratifying the merger of the District into the Town, and to confirm that all lawful actions required to effectuate the merger have been completed.

NOW, THEREFORE, BE IT RESOLVED BY LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT:

1. That the merger of the District into the Town, as approved by the Public Service Commission of West Virginia in Case No. 10-1090-PSD-S-PC, by Recommended Decision entered August 23, 2011 which became a Final Order on September 12, 2011, is hereby ratified, confirmed, and, in all respects deemed completed, contingent upon the following conditions established by the Public Service Commission of West Virginia:

(a) That the merger not be consummated between the District and the Town until the District has received written bondholder approval from all bondholders of the District; and

(b) That the Town maintain the existing rates and charges of District until otherwise ordered by the Commission. Town shall file a request for rate review with the Public Service Commission of West Virginia no later than eighteen (18) months after the consummation of the merger. Town is free to file before that time period, if it deems it necessary to do so for financial reasons.

2. That all lawful actions required to effectuate the merger of the District into the Town have been completed, and are hereby ratified and confirmed.

3. Adopted this 5TH day of ~~December~~ OCTOBER, 2011.

[Remainder of Page Intentionally Blank]

WITNESS my signature on this the day and year first above written.

LUMBERPORT AREA PUBLIC
SERVICE SEWER DISTRICT

By: _____
Its: Chairman

CERTIFICATION

Certified a true copy of a Resolution duly adopted by the Public Service Board of LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT on the 5TH day of ~~December~~ OCTOBER, 2011.

[SEAL]

Secretary

537610.00002

County Commission

RESOLUTION: APPROVING TRANSFER OF LUMBERPORT AREA PUBLIC SEWER SERVICE DISTRICT SEWER SYSTEM TO THE TOWN OF LUMBERPORT

Susan J Thomas
HARRISON County 11:30:49 AM
Instrument No 200900037865
Date Recorded 11/19/2009
Document Type GOR
Book-Page 78-677

COUNTY COMMISSION OF HARRISON COUNTY, WEST VIRGINIA

RESOLUTION APPROVING TRANSFER OF LUMBERPORT AREA PUBLIC SEWER SERVICE DISTRICT SEWER SYSTEM TO THE TOWN OF LUMBERPORT

WHEREAS, the Lumberport Area Public Sewer Service District currently provides wastewater collection and treatment services within Lumberport and adjacent areas; and

WHEREAS, the Town of Lumberport has been operating the Lumberport Area Public Sewer Service District sewer system for many years under an operating agreement with the Lumberport Area Public Sewer Service District; and

WHEREAS, the Lumberport Area Public Sewer Service District has offered to contribute to the Town of Lumberport all of the District's wastewater customers, together with the associated revenues and debt service and all of its operating wastewater collection and treatment facilities, as is where is, and all obligations associated with the Lumberport Area Public Sewer Service District collection and treatment system, and the ownership or operation thereof; and

WHEREAS, the Town of Lumberport wishes to accept the District's customers and wastewater collection and treatment facilities and associated revenues and debt service, and all obligations associated with the Lumberport Area Public Sewer Service District collection system, and the ownership or operation thereof; and

WHEREAS, the transfer of the Lumberport Area Public Sewer Service District wastewater collection and treatment system by the Lumberport Area Public Sewer Service District to the Town of Lumberport requires the approval of the County Commission, pursuant to West Virginia Code §16-13A-18a; and

WHEREAS, the County Commission finds that the proposed transfer of the Lumberport Area

Public Sewer Service District wastewater collection and treatment system by the Lumberport Area Public Sewer Service District to the Town of Lumberport is in the best interests of the Lumberport Area Public Sewer Service District, and in the best interests of the residents of Lumberport and adjacent areas, and is in the public interest.

NOW, THEREFORE, BE IT RESOLVED THAT:

The County Commission of Harrison County, West Virginia, hereby grants its approval, pursuant to West Virginia Code §16-13A-18a, to the proposed transfer of the Lumberport Area Public Sewer Service District wastewater collection and treatment system by the Lumberport Area Public Sewer Service District to the Town of Lumberport.

Dated this 19th day of November, 2009.

Frank "Chunki" Angotti, President
Harrison County Commission

Bernie Fazzini, Commissioner
Harrison County Commission

Ron Watson, Commissioner
Harrison County Commission

Attest:
Susan J. Thomas, Clerk of the Harrison
County Commission

STATE OF WEST VIRGINIA,

County of Harrison:

I, SUSAN J. THOMAS, Clerk of The County Commission of Harrison County, WV, do hereby certify that the foregoing writing is a true and accurate copy as appears of record in my office in General Order Book No. 78 at Page 677, of said records.

Given under my hand and Seal of said Office, this 19th day of November, 2009.

Clerk, Harrison County Commission

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL

9/12/2011

Entered: August 23, 2011

CASE NO. 10-1090-PSD-S-PC

LUMBERPORT AREA PUBLIC SERVICE DISTRICT and TOWN OF LUMBERPORT, Lumberport, Harrison County,
Joint petition for consent and approval of the transfer of Lumberport Area Public Service District's facilities, property and customers to the Town of Lumberport.

RECOMMENDED DECISION

On July 15, 2010, the Lumberport Area Public Service District (District) and the Town of Lumberport jointly petitioned the Commission for consent and approval for the transfer of the District's assets to the Town.

On August 31, 2010, the matter was referred. The current decision due deadline is November 7, 2011.

On June 10, 2011, the Petitioners indicated that all issues regarding the transfer of the District's facilities to the Town had been resolved and that Commission Staff was ready to recommend approval of the transfer. The motion indicated that there have been no protests to the transfer. The motion indicated that the single issue remaining was bondholder consent, which was anticipated to be made by the West Virginia Infrastructure and Jobs Development Council (IJDC) in its July 6, 2011 meeting. The Petitioners indicated that, if the bondholder consents to the transfer, a Recommended Decision could be entered approving the transfer and, if the bondholder declines, the case could be dismissed.

On July 8, 2011, the Petitioners reported that the IJDC approved the merger at its meeting and desired that the Town assume the District's bonds. The Petitioners further reported that they believed that the assumption of the bonds could be finalized on September 6, 2011.

On August 22, 2011, Staff recommended that the merger be approved contingent upon the assumption of the District's bonds by the Town.

On August 22, 2011, the Town indicated that it should conclude the process of assuming the bonds on September 12, 2011. The Town had no objection to an order approving the merger conditioned upon the Town assuming the District's bonds.

FINDINGS OF FACT

1. The Town and the District jointly petitioned the Commission to allow the Town to assume the utility operations and assets of the District. (See petition).

2. The Town has operated the District's utility system for several years under an operating agreement approved by the Commission. (See petition).

3. In Case No. 08-1183-PSD-C, the Commission encouraged the merger of the two Utilities. (See Case No. 08-1183-PSD-C).

4. The Harrison County Commission has approved the merger. (See letter attached to petition).

5. Staff recommended approval of the petition subject to the Town assuming the District's bonds. (See Staff filing of August 22, 2011).

CONCLUSIONS OF LAW

1. The merger is in the public interest.

2. The transfer agreement is fair and reasonable and should be approved.

ORDER

IT IS, THEREFORE, ORDERED that the petition jointly filed on July 15, 2011, by the Town of Lumberport and the Lumberport Area Public Service District seeking Commission consent and approval of the Town taking over the District's utility operations, be, and hereby is, approved. Additionally, the Transfer Agreement is approved.

IT IS FURTHER ORDERED that the Town of Lumberport file with the Commission the bondholder approval letter within ten days of its receipt.

IT IS FURTHER ORDERED that the matter be removed from the open docket.

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.

K. A. George

Keith A. George
Administrative Law Judge

KAG:s
101090ac.wpd

WEST VIRGINIA
Water Development Authority
Celebrating 36 Years of Service 1974 - 2010

December 15, 2011

Consent to the Merger by and between
Lumberport Area Public Service Sewer District and Town of Lumberport

TO WHOM IT MAY CONCERN:

In reliance upon the certification of Bennett and Dobbins, CPA and the opinion of Steptoe and Johnson PLLC, the undersigned duly authorized representative for the West Virginia Water Development Authority (the "Authority"), the present holder of the Lumberport Area Public Service Sewer District Sewer Revenue Bonds, Series 1997 A (West Virginia Infrastructure Fund), dated October 14, 1997, issued in the original aggregate principal amount of $2,830,370 (the "Series 1997 A Bonds"); hereby consents to: (i) the conveyance of all of the sewerage system assets of Lumberport Area Public Service Sewer District, including, but not limited to, all real property, personal property, tangible property, intangible property, rights of way, easements, judgments, licenses and permits, (ii) the merger of Lumberport Area Public Service Sewer District into the Town of Lumberport; and (iii) the assumption of the Series 1997 A Bonds by the Town of Lumberport and re-designation and replacement of the Series 1997 A Bonds as the Town of Lumberport Sewer Revenue Bonds, Series 2011 A (West Virginia Infrastructure Fund), dated December 15, 2011, in the original aggregate principal amount of $1,755,149.51.

Emily Spradling
Authorized Representative

537610.00002

180 Association Drive, Charleston, WV 25311-1217
Phone (304) 558-3612 / fax (304) 558-0299
www.wvwda.org

Susan J Thomas
HARRISON County 02:17:15 PM
Instrument No 201100059616
Date Recorded 12/15/2011
Document Type DEED
Book-Page 1481-181
Recording Fee $11.00
Additional $5.00

BK 1481 PG 181

THOMAS R MICHAEL
P. O. BOX 250
LOST CREEK, WV 26385-0250

This Deed made this 5TH day of OCTOBER, 2011, by and between **LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT**, a public corporation and political subdivision of the State of West Virginia, in Harrison County, West Virginia, party of the first part, hereinafter referred to as "Grantor", and the **TOWN OF LUMBERPORT**, a municipal corporation in Harrison County, West Virginia, party of the second part, hereinafter referred to as "Grantee".

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, with covenants of general warranty, unto the Grantee all those five (5) certain lots or parcels of land, together with all buildings, improvements thereon and appurtenances thereunto belonging, situate in Eagle-Lumberport District, Harrison County, West Virginia, described as follows:

FIRST: Parcel No. 69 as shown on Harrison County Tax Map 187, containing 1.039 acres and being the same property conveyed by "Order Granting Right of Entry, Ordering Payment to the Clerk, Setting Hearing for Appointment of Commissioners and Scheduling Further Proceedings" and by "Final Order" bearing the dates of October 10, 1997 and February 16, 1999 respectively, of record in the office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1293, at page 601 and Deed Book No. 1307, at page 832.

SECOND: Parcel No. 5 as shown on Harrison County Tax Map 207, containing 18.77 acres and being the same property conveyed by "Order Granting Right of Entry, Ordering Payment to the Clerk, Setting Hearing for Appointment of Commissioners and Scheduling Further Proceedings" and by "Final Order" bearing the dates of October 10, 1997 and February 16, 1999 respectively, of record in the office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1293, at page 601 and Deed Book No. 1307, at page 832.

THIRD: Parcel No. 5.1 as shown on Harrison County Tax Map 207, containing 1.94 acres and being the same property conveyed by "Order Granting Right of Entry, Ordering Payment to the Clerk, Setting Hearing for Appointment of Commissioners and Scheduling Further Proceedings" and by "Final Order" bearing the dates of October 10, 1997 and February 16, 1999 respectively, of record in the office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1293, at page 601 and Deed Book No. 1307, at page 832.

FOURTH: Parcel No. 5.3 as shown on Harrison County Tax Map 207, containing 0.88 acres and being the same property conveyed by "Order Granting Right of Entry, Ordering Payment to the Clerk, Setting Hearing for Appointment of Commissioners

and Scheduling Further Proceedings" and by "Final Order" bearing the dates of October 10, 1997 and February 16, 1999 respectively, of record in the office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1293, at page 601 and Deed Book No. 1307, at page 832.

FIFTH: Parcel No. 163 as shown on Harrison County Tax Map 18-04, described as One Lot and being the same property conveyed by "Order Granting Right of Entry, Ordering Payment to the Clerk, Setting Hearing for Appointment of Commissioners and Scheduling Further Proceedings" and by "Final Order" bearing the dates of October 10, 1997 and December 3, 1998 respectively, of record in the office of the Clerk of the County Commission of Harrison County, West Virginia, in Deed Book No. 1293, at page 601 and Deed Book No. 1305, at page 1190.

This conveyance is made subject to any and all valid and existing exceptions, reservations, grants, conveyances, leases, rights of way, easements, privileges and restrictions contained in prior deeds or instruments of record insofar as the same may touch or concern the real estate herein conveyed.

The undersigned Grantor hereby declares that the total consideration paid for the interest in the property herein conveyed by this Deed is One Dollar ($1.00).

WITNESS the following signature.

LUMBERPORT AREA PUBLIC
SERVICE SEWER DISTRICT

By: _____
Chairman

STATE OF WEST VIRGINIA,)
COUNTY OF HARRISON, TO-WIT:)

The foregoing instrument was acknowledged before me this 5th day of October, 2011, by the Chairman of Lumberport Area Public Service Sewer District.

My commission expires: June 2, 2020.

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SAMANTHA K. WHITE
SMITH, McMUNN & GLOVER PLLC
516 W. MAIN STREET
CLARKSBURG, WV 26301
My commission expires June 2, 2020

_____
Notary Public

This instrument prepared by:
David C. Glover, WV Bar # 4606
516 West Main Street
Clarksburg, WV 26301
304-326-6000

BILL OF SALE

THIS CONVEYANCE of ownership of sanitary sewer collection and treatment facilities is made this 5TH day of OCTOBER, 2011, by and between Lumberport Area Public Service Sewer District, a public utility and political subdivision of the State of West Virginia, and the Town of Lumberport, a municipal corporation.

WHEREAS, Lumberport Area Public Service Sewer District wishes to convey ownership of the entirety of its sanitary sewer collection and treatment facilities serving Lumberport and adjacent areas to the Town of Lumberport; and,

WHEREAS, the Town of Lumberport is willing to accept ownership and is willing and able to operate and maintain said system.

THEREFORE, these parties, with intent to be legally bound by the provisions herein, do hereby make the following agreement:

1. Lumberport Area Public Service Sewer District hereby conveys to the Town of Lumberport the following equipment and property:

   a) All sewerage main pipelines, manholes and other devices, structures or related facilities necessary for the transportation, disposal or treatment of sewage and the maintenance of a public sewage system, as defined by the Public Service Commission of West Virginia, that are owned by Lumberport Area Public Service Sewer District.

   b) All sewerage service pipelines, manholes and other devices, structures or related facilities necessary for the transportation, disposal or treatment of sewage and the maintenance of a public sewage system, as defined by the Public Service Commission of West Virginia, that are owned by Lumberport

Area Public Service Sewer District.

c) All field and office equipment of Lumberport Area Public Service Sewer District.

d) All personal property of Lumberport Area Public Service Sewer District.

2. Lumberport Area Public Service Sewer District hereby conveys to the Town of Lumberport all customer accounts, including the right to collect and retain revenue and fees for service rendered. A list of these accounts is attached hereto.

3. This Agreement shall be binding upon these Parties and their successors or assigns.

DECLARATION OF CONSIDERATION OF VALUE

The undersigned hereby declare:

That the conveyance made in the document to which this declaration is appended is exempt from taxation under the provisions of Chapter 11, Article 22, of the Code of West Virginia, for the reason that it is a conveyance made between political subdivisions of the State of West Virginia.

WITNESS the following signatures:

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT

By: Regan Craig Stevens
Chairman

TOWN OF LUMBERPORT

By: _____
Mayor

STATE OF WEST VIRGINIA,)
COUNTY OF HARRISON, TO-WIT:)

The foregoing instrument was acknowledged before me this 5th day of October, 2011, by the Chairman of Lumberport Area Public Service Sewer District.

My commission expires: June 2, 2020.

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SAMANTHA K. WHITE
SMITH, McMUNN & GLOVER PLLC
516 W. MAIN STREET
CLARKSBURG, WV 26301
My commission expires June 2, 2020

_____
Notary Public

STATE OF WEST VIRGINIA,)
COUNTY OF HARRISON, TO-WIT:)

The foregoing instrument was acknowledged before me this 5th day of December, 2011, by the Mayor of the Town of Lumberport.

My commission expires: Nov 18, 2020.

_____
Notary Public

san J Thomas
RRISON County 02:22:19 PM
strument No 20110005621
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cument Type ROW
ok-Page 1481-187
cording Fee $41.00
ditional $10.00

THOMAS R MICHAEL
P. O. BOX 250
LOST CREEK, WV 26385-0250

CONVEYANCE OF RIGHTS-OF-WAY AND EASEMENTS

THIS CONVEYANCE of ownership of rights-of-way and easements is made this 5TH day of OCTOBER, 2011, by and between Lumberport Area Public Service Sewer District, a public utility and political subdivision of the State of West Virginia, and the Town of Lumberport, a municipal corporation.

WHEREAS, Lumberport Area Public Service Sewer District wishes to convey ownership of all rights-of-way and easements held by the District along sewerage pipelines to the Town of Lumberport; and,

WHEREAS, the Town of Lumberport is willing to accept ownership of all rights-of-way and easements held by Lumberport Area Public Service Sewer District.

THEREFORE, these parties, with intent to be legally bound by the provisions herein, do hereby make the following agreement:

1. Lumberport Area Public Service Sewer District hereby assigns and conveys to the Town of Lumberport all rights-of-way and easements held by Lumberport Area Public Service Sewer District to the Town of Lumberport. A list of these property rights is attached hereto and incorporated by reference into this document.

3. This Agreement shall be binding upon these Parties and their successors or assigns.

DECLARATION OF CONSIDERATION OF VALUE

The undersigned hereby declare:

That the conveyance made in the document to which this declaration is appended is exempt from taxation under the provisions of Chapter 11, Article 22, of the Code of West

Virginia, for the reason that it is a conveyance made between political subdivisions of the State of West Virginia.

WITNESS the following signatures:

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT

By: _____
Chairman

TOWN OF LUMBERPORT

By: _____
Mayor

STATE OF WEST VIRGINIA,)
COUNTY OF HARRISON, TO-WIT:)

The foregoing instrument was acknowledged before me this 5th day of October, 2011, by the Chairman of Lumberport Area Public Service Sewer District.

My commission expires: June 2, 2020.

_____
Notary Public

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SAMANTHA K. WHITE
SMITH, McMUNN & GLOVER PLLC
516 W. MAIN STREET
CLARKSBURG, WV 26301
My commission expires June 2, 2020

STATE OF WEST VIRGINIA,)
COUNTY OF HARRISON, TO-WIT:)

The foregoing instrument was acknowledged before me this 5th day of December, 2011, by the Mayor of the Town of Lumberport.

My commission expires: NOV. 18, 2020.

NOTARY PUBLIC OFFICIAL SEAL
MESHELLE D. GREGORY
State of West Virginia
My Comm. Expires Nov 18, 2020
PO Box 4 Haywood, WV 26366

Meshelle D. Gregory
Notary Public

This instrument prepared by:
David C. Glover, WV Bar # 4606
516 West Main Street
Clarksburg, WV 26301
304-326-6000

SURNAME GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT AREA P S D									
SAME		RALPH L JR WATSON	0	DEED	1289	284		7/07/1997	R OF WAY EAGLE DIST
SAME		ROBERT LEE FLOWERS	0	DEED	1289	286		7/07/1997	R OF WAY EAGLE DIST
SAME		REEDUS R MILLER	0	DEED	1289	288		7/07/1997	R OF WAY EAGLE DIST
SAME		WILLIAM SKIDMORE	0	DEED	1289	290		7/07/1997	R OF WAY EAGLE DIST
SAME		SHELBIA J DIXON	0	DEED	1289	292		7/07/1997	R OF WAY EAGLE DIST
SAME		VIRGINIA TRESIZE	0	DEED	1289	294		7/07/1997	R OF WAY EAGLE DIST
SAME		WAYNE KESLING	0	DEED	1289	296		7/07/1997	R OF WAY EAGLE DIST
SAME		KENNETH M GREGORY	0	DEED	1289	298		7/07/1997	R OF WAY EAGLE DIST

0610 1481

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT AREA P S D									
SAME		RICHARD B BARTLETT	O	DEED	1289	300		7/07/1997	R OF WAY EAGLE DIST
SAME		WILBUR EUGENE BONNELL	O	DEED	1289	302		7/07/1997	R OF WAY EAGLE DIST
SAME		MONTY G FOX	O	DEED	1289	304		7/07/1997	R OF WAY EAGLE DIST
SAME		RICHARD B BARTLETT	O	DEED	1289	306		7/07/1997	R OF WAY EAGLE DIST
SAME		RICHARD B BARTLETT	O	DEED	1289	308		7/07/1997	R OF WAY EAGLE DIST
SAME		W EUGENE BONNELL	O	DEED	1289	310		7/07/1997	R OF WAY EAGLE DIST
SAME		CHURCH-CAMBRIA PENTECOSTAL CH OF GOD	O	DEED	1289	312		7/07/1997	R OF WAY EAGLE DIST
SAME		GLENN O JR REXROAD	O	DEED	1289	314		7/07/1997	R OF WAY EAGLE DIST
SAME		W EUGENE BONNELL	O	DEED	1289	316		7/07/1997	R OF WAY EAGLE DIST
SAME		SANDRA K HARDMAN	O	DEED	1289	318		7/07/1997	R OF WAY EAGLE DIST
SAME		ROBERT DENNIS SUTGER		DEED	1295	217		12/05/1997	R OF WAY EAGLE DIST
SAME		SHANNON TANSEY	O	DEED	1296	993		2/10/1998	R OF WAY EAGLE DIST
SAME		JAMES E JR SMITH		RIGHT OF WAY	1303	790	1	9/22/1998	EAGLE DIST - OUTSIDE R OF WAY

BK1481 PG0191

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT AREA P S D									
SAME		LAWRENCE A COSTELAC		FINAL ORDER	1307	832	1	2/17/1999	FINAL ORDER DEED BOOK 1293 PAGE 601
LUMBERPORT CEMETERY ASSOC									
SAME		BERNARD ROBEY	0	DEED	1209	299		10/12/1990	LT 50-B LUMBERPORT CEMETERY EAGLE DIST
LUMBERPORT HISTORIC LANDMARK COMM INC									
SAME		MARY KATHRYN BATES ROBINSON		DEED	1186	567		6/06/1988	LT MAIN ST OYSTER STORE PROP LUMBERPORT
LUMBERPORT LIONS CLUB									
SAME		ERNEST A SR LEGGETT	0	DEED	1298	661		4/06/1998	LTS HARLOWE HGTS EAGLE DIST
LUMBERPORT P S D									
SAME		PETE MALE	0	DEED	1288	393		6/13/1997	R OF WAY EAGLE DIST
SAME		JOHN M RICHARDS	0	DEED	1288	395		6/13/1997	R OF WAY EAGLE DIST
SAME		JUDSON E SHREVES	0	DEED	1288	397		6/13/1997	R OF WAY EAGLE DIST
SAME		HARLAND E JR HARDESTY	0	DEED	1288	399		6/13/1997	R OF WAY EAGLE DIST
SAME		BARBARA JEAN GOODWIN		DEED	1288	401		6/13/1997	R OF WAY EAGLE DIST
SAME		JANET MARLENE CREAMER	0	DEED	1288	403		6/13/1997	R OF WAY EAGLE DIST

BK 1481 PG 0192

SURNAME GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		ROBERT D WISE	0	DEED	1288	405		6/13/1997	R OF WAY EAGLE DIST
SAME		LEATHA P MILLER		DEED	1288	407		6/13/1997	R OF WAY EAGLE DIST
SAME		WILLIAM J SANDY	0	DEED	1288	409		6/13/1997	R OF WAY EAGLE DIST
SAME		VIOLA N BEVLIN		DEED	1288	411		6/13/1997	R OF WAY EAGLE DIST
SAME		PAUL RICHARD KEARNS	0	DEED	1288	413		6/13/1997	R OF WAY EAGLE DIST
SAME		MARY MADELINE KEARNS		DEED	1288	415		6/13/1997	R OF WAY EAGLE DIST
SAME		RICHARD K KEARNS	0	DEED	1288	417		6/13/1997	R OF WAY EAGLE DIST
SAME		LORA E BRAGG		DEED	1288	419		6/13/1997	R OF WAY EAGLE DIST
SAME		GARY R CONLEY	0	DEED	1288	421		6/13/1997	R OF WAY EAGLE DIST
SAME		CHARLES E JONES	0	DEED	1288	423		6/13/1997	R OF WAY EAGLE DIST
SAME		ANDREW KERZAK	0	DEED	1288	425		6/13/1997	R OF WAY EAGLE DIST
SAME		WILLIAM A KEENER	0	DEED	1290	1		7/21/1997	R OF WAY EAGLE DIST
SAME		DOROTHA ELIZABETH SCOTT		DEED	1290	4		7/21/1997	R OF WAY EAGLE DIST

BK 1481 PG 0193

SURNAME GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		RICHARD SCOTT	O	DEED	1290	6		7/21/1997	R OF WAY EAGLE DIST
SAME		HENRIETTA SHIRLEY EVANS		DEED	1290	8		7/21/1997	R OF WAY EAGLE DIST
SAME		FRED WOOLARD	O	DEED	1290	10		7/21/1997	R OF WAY EAGLE DIST
SAME		BENJAMIN F LONG	O	DEED	1290	12		7/21/1997	R OF WAY EAGLE DIST
SAME		ALICE VIRGINIA ABBOTT		DEED	1290	14		7/21/1997	R OF WAY EAGLE DIST
SAME		DANIEL L COLLINS	O	DEED	1290	16		7/21/1997	R OF WAY EAGLE DIST
SAME		MARY LEE HINES	O	DEED	1290	18		7/21/1997	R OF WAY EAGLE DIST
SAME		DAVID RAY TURNER	O	DEED	1290	20		7/21/1997	R OF WAY EAGLE DIST
SAME		ADA L SHREVES		DEED	1290	22		7/21/1997	R OF WAY EAGLE DIST
SAME		CHARLES E ROBINSON		DEED	1290	24		7/21/1997	R OF WAY EAGLE DIST
SAME		LOLA J RADDISH		DEED	1290	26		7/21/1997	R OF WAY EAGLE DIST
SAME		RICHARD K KEARNS	O	DEED	1290	28		7/21/1997	R OF WAY EAGLE DIST
SAME		LOLA J RADDISH		DEED	1290	30		7/21/1997	R OF WAY EAGLE DIST

BK1481PG0194

SURNAME GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		CARL J LINVILLE	0	DEED	1290	32		7/21/1997	R OF WAY EAGLE DIST
SAME		GLEN R HAUGHT	0	DEED	1290	34		7/21/1997	R OF WAY EAGLE DIST
SAME		CARL J LINVILLE	0	DEED	1290	36		7/21/1997	R OF WAY EAGLE DIST
SAME		MARY LEE HINES	0	DEED	1290	38		7/21/1997	R OF WAY EAGLE DIST
SAME		JACK D FORTNEY		DEED	1290	40		7/21/1997	R OF WAY EAGLE DIST
SAME		CHARLES S ELDER	0	DEED	1290	42		7/21/1997	R OF WAY EAGLE DIST
SAME		DANNY R STONEBREAKER	0	DEED	1290	44		7/21/1997	R OF WAY EAGLE DIST
SAME		VILMA E ZVONARIC		DEED	1290	46		7/21/1997	R OF WAY EAGLE DIST
SAME		WILLIAM C COTTRILL	0	DEED	1290	48		7/21/1997	R OF WAY EAGLE DIST
SAME		CLARENCE V JR AYERS	0	DEED	1290	50		7/21/1997	R OF WAY EAGLE DIST
SAME		JAMES VINCENT	0	DEED	1290	52		7/21/1997	R OF WAY EAGLE DIST
SAME		MICHAEL K VINCENT		DEED	1290	54		7/21/1997	R OF WAY EAGLE DIST
SAME		LAURA M SWIGER		DEED	1290	56		7/21/1997	R OF WAY EAGLE DIST

BK1481 PG0195

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		LAURA M SWIGER		DEED	1290	58		7/21/1997	R OF WAY EAGLE DIST
SAME		WILLIAM JR COTTRILL	0	DEED	1290	60		7/21/1997	R OF WAY EAGLE DIST
SAME		JOHN W DEMARCO	0	DEED	1290	62		7/21/1997	R OF WAY EAGLE DIST
SAME		DENNIS O ELDER	0	DEED	1290	64		7/21/1997	R OF WAY EAGLE DIST
SAME		JOSEPH MOOTS	0	DEED	1290	66		7/21/1997	R OF WAY EAGLE DIST
SAME		AMANDA ELIZABETH BARNETT		DEED	1290	68		7/21/1997	R OF WAY EAGLE DIST
SAME		JOHN W OLIVETO	0	DEED	1290	70		7/21/1997	R OF WAY EAGLE DIST
SAME		JOHN W OLIVETO	0	DEED	1290	72		7/21/1997	R OF WAY EAGLE DIST
SAME		ANN R ANKROM		DEED	1290	74		7/21/1997	R OF WAY EAGLE DIST
SAME		MARCELLA J TASKER	0	DEED	1290	76		7/21/1997	R OF WAY EAGLE DIST
SAME		JOHNNY PAUL SWIGER		DEED	1290	78		7/21/1997	R OF WAY EAGLE DIST
SAME		THOMAS J STIRE	0	DEED	1290	80		7/21/1997	R OF WAY EAGLE DIST
SAME		DELBERT O LINDSEY		DEED	1290	82		7/21/1997	R OF WAY EAGLE DIST

SURNAME GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		EVERETT E STONEBREAKER	0	DEED	1290	84		7/21/1997	R OF WAY EAGLE DIST
SAME		ELLEN HELDRETH		DEED	1290	86		7/21/1997	R OF WAY EAGLE DIST
SAME		JOSEPH S CRUTCH	0	DEED	1291	5		8/20/1997	R OF WAY EAGLE DIST
SAME		PAUL W JOHNSON		DEED	1291	7		8/20/1997	R OF WAY EAGLE DIST
SAME		ERIC A JONES		DEED	1291	9		8/20/1997	R OF WAY EAGLE DIST
SAME		RUTH A PIGNANELLI		DEED	1291	11		8/20/1997	R OF WAY EAGLE DIST
SAME		CONNIE L GROSS	0	DEED	1291	13		8/20/1997	R OF WAY EAGLE DIST
SAME		RANDY STOUT	0	DEED	1291	15		8/20/1997	R OF WAY EAGLE DIST
SAME		DAVID P SR MOLLOHAN	0	DEED	1291	17		8/20/1997	R OF WAY EAGLE DIST
SAME		CHRIS LEE BALLARD	0	DEED	1291	19		8/20/1997	R OF WAY EAGLE DIST
SAME		JAMES ROY SWIGER	0	DEED	1291	21		8/20/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT VOL FIRE DEPT INC		DEED	1291	23		8/20/1997	R OF WAY EAGLE DIST
SAME		ROBERT CHARLES ASH	0	DEED	1291	25		8/20/1997	R OF WAY EAGLE DIST

BK 1481 PG 0197

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		JACK B COTTRILL	D	DEED	1291	27		8/20/1997	R OF WAY EAGLE DIST
SAME		JEFFERSON C ASHCRAFT	D	DEED	1291	29		8/20/1997	R OF WAY EAGLE DIST
SAME		DORMAN E BONNELL	D	DEED	1291	31		8/20/1997	R OF WAY EAGLE DIST
SAME		LOUIE G-EXR HALE	D	DEED	1291	33		8/20/1997	R OF WAY EAGLE DIST
SAME		CARL L TURNER	D	DEED	1291	35		8/20/1997	R OF WAY EAGLE DIST
SAME		HORNOR HARDWARE CO		DEED	1291	37		8/20/1997	R OF WAY EAGLE DIST
SAME		HORNOR HARDWARE CO		DEED	1291	39		8/20/1997	R OF WAY EAGLE DIST
SAME		HORNOR HARDWARE CO		DEED	1291	41		8/20/1997	R OF WAY EAGLE DIST
SAME		HORNOR HARDWARE CO		DEED	1291	43		8/20/1997	R OF WAY EAGLE DIST
SAME		HORNOR HARDWARE CO		DEED	1291	45		8/20/1997	R OF WAY EAGLE DIST
SAME		HORNOR HARDWARE CO		DEED	1291	47		8/20/1997	R OF WAY EAGLE DIST
SAME		HORNOR HARDWARE CO		DEED	1291	49		8/20/1997	R OF WAY EAGLE DIST
SAME		HORNOR HARDWARE CO		DEED	1291	51		8/20/1997	R OF WAY EAGLE DIST

BK1481 PG0198

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED).
LUMBERPORT P S D									
SAME		ELSIE LORNA MC HILL	D	DEED	1291	53		8/20/1997	R OF WAY EAGLE DIST
SAME		LORNA-TRUS HOWARD	D	DEED	1291	55		8/20/1997	R OF WAY EAGLE DIST
SAME		LORNA-TRUS HOWARD	D	DEED	1291	57		8/20/1997	R OF WAY EAGLE DIST
SAME		LORNA-TRUS HOWARD	D	DEED	1291	59		8/20/1997	R OF WAY EAGLE DIST
SAME		LORNA-TRUS HOWARD	D	DEED	1291	61		8/20/1997	R OF WAY EAGLE DIST
SAME		LORNA-TRUS HOWARD	D	DEED	1291	63		8/20/1997	R OF WAY EAGLE DIST
SAME		LORNA-TRUS HOWARD	D	DEED	1291	65		8/20/1997	R OF WAY EAGLE DIST
SAME		LORNA-TRUS HOWARD	D	DEED	1291	67		8/20/1997	R OF WAY EAGLE DIST
SAME		GERALD ASHCRAFT	D	DEED	1291	185		8/21/1997	R OF WAY EAGLE DIST
SAME		ROBERT E TT CORNELL	D	DEED	1291	187		8/21/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT PHARMACY INC		DEED	1291	189		8/21/1997	R OF WAY EAGLE DIST
SAME		CHARLES E BARKER	D	DEED	1291	191		8/21/1997	R OF WAY EAGLE DIST
SAME		CHARLES FRANKLIN YEAGER	D	DEED	1291	193		8/21/1997	R OF WAY EAGLE DIST

BK1487 PG0199

SURNAME GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		DOROTHY M MCCARTNEY		DEED	1291	195		8/21/1997	R OF WAY EAGLE DIST
SAME		CAESAR VASQUEZ	0	DEED	1291	197		8/21/1997	R OF WAY EAGLE DIST
SAME		CAESAR VASQUEZ	0	DEED	1291	199		8/21/1997	R OF WAY EAGLE DIST
SAME		ARDIE W HARBERT	0	DEED	1291	201		8/21/1997	R OF WAY EAGLE DIST
SAME		SHIRLA B-ATTY RICHARDSON	0	DEED	1291	203		8/21/1997	R OF WAY EAGLE DIST
SAME		CHARLES ZINN	0	DEED	1291	205		8/21/1997	R OF WAY EAGLE DIST
SAME		KEVIN W ROBINSON	0	DEED	1291	207		8/21/1997	R OF WAY EAGLE DIST
SAME		THOMAS L GRIFFITH	0	DEED	1291	209		8/21/1997	R OF WAY EAGLE DIST
SAME		HENRY C JR HESS		DEED	1291	211		8/21/1997	R OF WAY EAGLE DIST
SAME		ROBERT E WILSON	0	DEED	1291	213		8/21/1997	R OF WAY EAGLE DIST
SAME		DARRELL G HARVEY	0	DEED	1291	215		8/21/1997	R OF WAY EAGLE DIST
SAME		VICKIE G POLING	0	DEED	1291	217		8/21/1997	R OF WAY EAGLE DIST
SAME		BONNIE B BORING		DEED	1291	219		8/21/1997	R OF WAY EAGLE DIST

BK1481 PG0200

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		ARNOLD L BONNELL	D	DEED	1291	221		8/21/1997	R OF WAY EAGLE DIST
SAME		ROSEMARY LANHAM		DEED	1291	223		8/21/1997	R OF WAY EAGLE DIST
SAME		CLARENCE J HAYHURST	D	DEED	1291	225		8/21/1997	R OF WAY EAGLE DIST
SAME		PAULINE T WILLIAMS		DEED	1291	227		8/21/1997	R OF WAY EAGLE DIST
SAME		ALBERT JR BAILEY	D	DEED	1291	229		8/21/1997	R OF WAY EAGLE DIST
SAME		JAMES M HALPENNY	D	DEED	1291	231		8/21/1997	R OF WAY EAGLE DIST
SAME		JAMES C MCATEE	D	DEED	1291	233		8/21/1997	R OF WAY EAGLE DIST
SAME		ARDIE W HARBERT	D	DEED	1291	235		8/21/1997	R OF WAY EAGLE DIST
SAME		GARY L KELLER	D	DEED	1291	237		8/21/1997	R OF WAY EAGLE DIST
SAME		GERALD S SUTGER	D	DEED	1291	239		8/21/1997	R OF WAY EAGLE DIST
SAME		WILLIAM A KEENER	D	DEED	1291	241		8/21/1997	R OF WAY EAGLE DIST
SAME		DANNY T STOUT	D	DEED	1291	243		8/21/1997	R OF WAY EAGLE DIST
SAME		JIMMIE D LANE	D	DEED	1291	245		8/21/1997	R OF WAY EAGLE DIST

BK1481PG0201

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		JEWELL R WARE	D	DEED	1291	247		8/21/1997	R OF WAY EAGLE DIST
SAME		WALLACE F SR HALL		DEED	1291	249		8/21/1997	R OF WAY EAGLE DIST
SAME		WILBUR F COOK	D	DEED	1291	251		8/21/1997	R OF WAY EAGLE DIST
SAME		DAVID L SIMON	D	DEED	1291	253		8/21/1997	R OF WAY EAGLE DIST
SAME		LINDSEY L BLAKE	D	DEED	1291	255		8/21/1997	R OF WAY EAGLE DIST
SAME		G FERDINAND ROGERS	D	DEED	1291	257		8/21/1997	R OF WAY EAGLE DIST
SAME		HARLAN D HARDESTY	D	DEED	1291	259		8/21/1997	R OF WAY EAGLE DIST
SAME		CARROLL R HOWE		DEED	1291	261		8/21/1997	R OF WAY EAGLE DIST
SAME		JOSEPH S CRUTCH	D	DEED	1291	263		8/21/1997	R OF WAY EAGLE DIST
SAME		ROGERS C JR STEVENS	D	DEED	1291	265		8/21/1997	R OF WAY EAGLE DIST
SAME		CHAD A HUTSON	D	DEED	1291	267		8/21/1997	R OF WAY EAGLE DIST
SAME		JOHN J JR STIER	D	DEED	1291	269		8/21/1997	R OF WAY EAGLE DIST
SAME		JOHN KINKO	D	DEED	1291	271		8/21/1997	R OF WAY EAGLE DIST

BK1481 PG0202

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		CHARLES R CORRIGAN	D	DEED	1291	273		8/21/1997	R OF WAY EAGLE DIST
SAME		ROBERT R HUTSON	D	DEED	1291	275		8/21/1997	R OF WAY EAGLE DIST
SAME		JAMES E HYDE	D	DEED	1291	277		8/21/1997	R OF WAY EAGLE DIST
SAME		TODD E BECK	D	DEED	1291	279		8/21/1997	R OF WAY EAGLE DIST
SAME		MARJORIE M COTTRELL		DEED	1291	281		8/21/1997	R OF WAY EAGLE DIST
SAME		DONNA M SCYHOCK		DEED	1291	283		8/21/1997	R OF WAY EAGLE DIST
SAME		JAMES F LOPEZ	D	DEED	1291	285		8/21/1997	R OF WAY EAGLE DIST
SAME		RONALD LEE MAXWELL	D	DEED	1291	287		8/21/1997	R OF WAY EAGLE DIST
SAME		JOSEPH D BROOKS	D	DEED	1291	289		8/21/1997	R OF WAY EAGLE DIST
SAME		ARVYL C ELLIS	D	DEED	1291	291		8/21/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT SUPPLY INC		DEED	1291	293		8/21/1997	R OF WAY EAGLE DIST
SAME		CASANDRA A BENNETT		DEED	1291	295		8/21/1997	R OF WAY EAGLE DIST
SAME		RONALD RIGGLEMAN	D	DEED	1291	297		8/21/1997	R OF WAY EAGLE DIST

1481 PG 0203

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		MABEL E RIGGLEMAN	D	DEED	1291	299		8/21/1997	R OF WAY EAGLE DIST
SAME		JOHN R KRUPTA	D	DEED	1291	301		8/21/1997	R OF WAY EAGLE DIST
SAME		RUSSELL A MCHENRY	D	DEED	1291	303		8/21/1997	R OF WAY EAGLE DIST
SAME		PEGGY JUNE REXROADE		DEED	1291	305		8/21/1997	R OF WAY EAGLE DIST
SAME		ROGER L MILLER		DEED	1291	307		8/21/1997	R OF WAY EAGLE DIST
SAME		GENE A LEGG	D	DEED	1291	309		8/21/1997	R OF WAY EAGLE DIST
SAME		GEORGE H RINEHART	D	DEED	1291	311		8/21/1997	R OF WAY EAGLE DIST
SAME		DEBORAH HARTLEY BUNNELL		DEED	1291	313		8/21/1997	R OF WAY EAGLE DIST
SAME		RAY F POLING	D	DEED	1291	315		8/21/1997	R OF WAY EAGLE DIST
SAME		DAVID CHARLES WINKLER	D	DEED	1291	317		8/21/1997	R OF WAY EAGLE DIST
SAME		FREDERICK H HESS		DEED	1291	319		8/21/1997	R OF WAY EAGLE DIST
SAME		IVA P BOGGESS		DEED	1291	321		8/21/1997	R OF WAY EAGLE DIST
SAME		SAMUEL R PERRY		DEED	1291	323		8/21/1997	R OF WAY EAGLE DIST

BK1481PG0204

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		JOHN P FRANCIS	D	DEED	1291	325		8/21/1997	R OF WAY EAGLE DIST
SAME		JANET E MARTIN		DEED	1291	327		8/21/1997	R OF WAY EAGLE DIST
SAME		WAYNE KESLING	D	DEED	1291	329		8/21/1997	R OF WAY EAGLE DIST
SAME		LONA KESLING		DEED	1291	331		8/21/1997	R OF WAY EAGLE DIST
SAME		MARK HINKLE	D	DEED	1291	333		8/21/1997	R OF WAY EAGLE DIST
SAME		LONNIE A FLANAGAN	D	DEED	1291	335		8/21/1997	R OF WAY EAGLE DIST
SAME		DAVID K ARBOGAST	D	DEED	1291	337		8/21/1997	R OF WAY EAGLE DIST
SAME		EILEEN D HINKLE		DEED	1291	339		8/21/1997	R OF WAY EAGLE DIST
SAME		BETTY JUNE BRYANT		DEED	1291	341		8/21/1997	R OF WAY EAGLE DIST
SAME		JOHN A HURST	D	DEED	1291	343		8/21/1997	R OF WAY EAGLE DIST
SAME		HAROLD LYNN MURRAY	D	DEED	1291	345		8/21/1997	R OF WAY EAGLE DIST
SAME		MONETTA JUNE STANSBERRY		DEED	1291	347		8/21/1997	R OF WAY EAGLE DIST
SAME		MICHAEL A SECRETO	D	DEED	1291	349		8/21/1997	R OF WAY EAGLE DIST

481 0205

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		EDDIE E ADAMS	D	DEED	1291	351		8/21/1997	R OF WAY EAGLE DIST
SAME		JOHN R BARNETT		DEED	1291	353		8/21/1997	R OF WAY EAGLE DIST
SAME		BOYD D HAYHURST	D	DEED	1291	355		8/21/1997	R OF WAY EAGLE DIST
SAME		LEWIS JOHN STOPER		DEED	1291	357		8/21/1997	R OF WAY EAGLE DIST
SAME		DENNIS PAUL JR REYNOLDS	D	DEED	1291	359		8/21/1997	R OF WAY EAGLE DIST
SAME		JAMES C THOMPSON	D	DEED	1291	361		8/21/1997	R OF WAY EAGLE DIST
SAME		HOLLAND EDWARD THOMPSON	D	DEED	1291	363		8/21/1997	R OF WAY EAGLE DIST
SAME		LOLA HOWE	D	DEED	1291	365		8/21/1997	R OF WAY EAGLE DIST
SAME		JOSEPH F JR MCDOWELL		DEED	1291	367		8/21/1997	R OF WAY EAGLE DIST
SAME		DONALD E CUTLIP	D	DEED	1291	369		8/21/1997	R OF WAY EAGLE DIST
SAME		RONALD W WINKLER	D	DEED	1291	371		8/21/1997	R OF WAY EAGLE DIST
SAME		ROONEY LEE NEWBROUGH	D	DEED	1291	373		8/21/1997	R OF WAY EAGLE DIST
SAME		JACK HURST	D	DEED	1291	375		8/21/1997	R OF WAY EAGLE DIST

BK1481 PG0206

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		FREDA VICTORIA MCHENRY		DEED	1291	377		8/21/1997	R OF WAY EAGLE DIST
SAME		BESSIE FERRISE		DEED	1291	379		8/21/1997	R OF WAY EAGLE DIST
SAME		CHARLES R STOUT		DEED	1291	381		8/21/1997	R OF WAY EAGLE DIST
SAME		JIMMIE W HEDRICK	0	DEED	1291	383		8/21/1997	R OF WAY EAGLE DIST
SAME		IRENE T CROWLEY	0	DEED	1291	385		8/21/1997	R OF WAY EAGLE DIST
SAME		DENNIS PAUL REYNOLDS	0	DEED	1291	387		8/21/1997	R OF WAY EAGLE DIST
SAME		CHARLES L RICHARDS	0	DEED	1291	389		8/21/1997	R OF WAY EAGLE DIST
SAME		DANIEL F SLATER	0	DEED	1291	391		8/21/1997	R OF WAY EAGLE DIST
SAME		JOSEPH L SUTGER	0	DEED	1291	393		8/21/1997	R OF WAY EAGLE DIST
SAME		JAMES R CARPENTER	0	DEED	1291	395		8/21/1997	R OF WAY EAGLE DIST
SAME		UTILLIE JO HAUGHT	0	DEED	1291	397		8/21/1997	R OF WAY EAGLE DIST
SAME		ROBERT W JOHNS	0	DEED	1291	399		8/21/1997	R OF WAY EAGLE DIST
SAME		DAVID R COTTRILL	0	DEED	1291	401		8/21/1997	R OF WAY EAGLE DIST

BK1481PG0207

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		TROY A ELDER	D	DEED	1291	403		8/21/1997	R OF WAY EAGLE DIST
SAME		CLAYTON R JR FITTRO	D	DEED	1291	405		8/21/1997	R OF WAY EAGLE DIST
SAME		FRANK L HAUGHT	D	DEED	1291	407		8/21/1997	R OF WAY EAGLE DIST
SAME		WILLIAM L BOYLES	D	DEED	1291	409		8/21/1997	R OF WAY EAGLE DIST
SAME		ANTHONY JR SECRETO		DEED	1291	411		8/21/1997	R OF WAY EAGLE DIST
SAME		THELMA FRANCIS		DEED	1291	413		8/21/1997	R OF WAY EAGLE DIST
SAME		CLEVA SHREVES		DEED	1291	415		8/21/1997	R OF WAY EAGLE DIST
SAME		ROONEY WAYNE RILEY	D	DEED	1291	417		8/21/1997	R OF WAY EAGLE DIST
SAME		LOUIS BELCASTRO		DEED	1291	419		8/21/1997	R OF WAY EAGLE DIST
SAME		EARL JR STARK	D	DEED	1291	421		8/21/1997	R OF WAY EAGLE DIST
SAME		PAUL F LEULIETTE	D	DEED	1291	423		8/21/1997	R OF WAY EAGLE DIST
SAME		PAUL F LEULIETTE	D	DEED	1291	425		8/21/1997	R OF WAY EAGLE DIST
SAME		PAULA ROSE HEFLIN		DEED	1291	427		8/21/1997	R OF WAY EAGLE DIST

BK1481PG0208

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		EARL S JR STARK	D	DEED	1291	429		8/21/1997	R OF WAY EAGLE DIST
SAME		JOHN W NAPIER	D	DEED	1291	431		8/21/1997	R OF WAY EAGLE DIST
SAME		JAMES C MCATEE	D	DEED	1291	433		8/21/1997	R OF WAY EAGLE DIST
SAME		DEBORAH L TAYLOR		DEED	1291	435		8/21/1997	R OF WAY EAGLE DIST
SAME		LARRY E CHRASTINA	D	DEED	1291	437		8/21/1997	R OF WAY EAGLE DIST
SAME		LARRY E CHRASTINA	D	DEED	1291	439		8/21/1997	R OF WAY EAGLE DIST
SAME		STEVE CHELLI		DEED	1291	441		8/21/1997	R OF WAY EAGLE DIST
SAME		STEVE CHELLI	D	DEED	1291	443		8/21/1997	R OF WAY EAGLE DIST
SAME		GARY R COLBERT	D	DEED	1291	445		8/21/1997	R OF WAY EAGLE DIST
SAME		GARY R COLBERT	D	DEED	1291	447		8/21/1997	R OF WAY EAGLE DIST
SAME		GEORGE H SKINNER	D	DEED	1291	449		8/21/1997	R OF WAY EAGLE DIST
SAME		CHARLES G MANNIX	D	DEED	1291	451		8/21/1997	R OF WAY EAGLE DIST
SAME		MONTICELLO-BY ATTY FOOTE	D	DEED	1291	702		8/26/1997	R OF WAY EAGLE DIST

1481 PG 0209

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		EDWARD E LEGGETT	O	DEED	1291	778		8/28/1997	R OF WAY EAGLE DIST
SAME		RALPH E LEGGETT	O	DEED	1291	780		8/28/1997	R OF WAY EAGLE DIST
SAME		MARGARET L SMITH		DEED	1291	782		8/28/1997	R OF WAY EAGLE DIST
SAME		DALE E LEWIS	O	DEED	1291	784		8/28/1997	R OF WAY EAGLE DIST
SAME		LINDA M LYCANS	O	DEED	1291	786		8/28/1997	R OF WAY EAGLE DIST
SAME		GARY N ROBEY	O	DEED	1291	788		8/28/1997	R OF WAY EAGLE DIST
SAME		ROSS JR HIGGINBOTHAM	O	DEED	1291	790		8/28/1997	R OF WAY EAGLE DIST
SAME		DONNA L SANTOS		DEED	1291	792		8/28/1997	R OF WAY EAGLE DIST
SAME		JOSEPH EARL BURR	O	DEED	1291	794		8/28/1997	R OF WAY EAGLE DIST
SAME		MICHAEL L ASH	O	DEED	1291	796		8/28/1997	R OF WAY EAGLE DIST
SAME		PORTER J SOUTHERN	O	DEED	1291	798		8/28/1997	R OF WAY EAGLE DIST
SAME		SANDRA SUE MOXEY	O	DEED	1291	800		8/28/1997	R OF WAY EAGLE DIST
SAME		JULIAN O GASATAYA	O	DEED	1291	802		8/28/1997	R OF WAY EAGLE DIST

481 PG 0210

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		RAY H BURNS		DEED	1291	804		8/28/1997	R OF WAY EAGLE DIST
SAME		WARREN D LOAR	D	DEED	1291	806		8/28/1997	R OF WAY EAGLE DIST
SAME		ELIZABETH G-BY ATTY AUDIA	D	DEED	1291	808		8/28/1997	R OF WAY EAGLE DIST
SAME		JEREMIAH H ROBEY	D	DEED	1291	810		8/28/1997	R OF WAY EAGLE DIST
SAME		ELIZABETH G-BY ATTY AUDIA	D	DEED	1291	812		8/28/1997	R OF WAY EAGLE DIST
SAME		JAMES L SR AUDIA		DEED	1291	814		8/28/1997	R OF WAY EAGLE DIST
SAME		ROBERT L COPENHAVER		DEED	1291	816		8/28/1997	R OF WAY EAGLE DIST
SAME		MARY LEE HINES	D	DEED	1291	818		8/28/1997	R OF WAY EAGLE DIST
SAME		LORNA HOWARD		DEED	1291	820		8/28/1997	R OF WAY EAGLE DIST
SAME		RHONDA DIANE SMITH		DEED	1291	822		8/28/1997	R OF WAY EAGLE DIST
SAME		LORNA HOWARD		DEED	1291	824		8/28/1997	R OF WAY EAGLE DIST
SAME		LORNA HOWARD		DEED	1291	826		8/28/1997	R OF WAY EAGLE DIST
SAME		ROGER N STONEBREAKER	D	DEED	1292	6		9/09/1997	R OF WAY EAGLE DIST

BK1481 PG0211

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		FRANK SCHIPANI	D	DEED	1292	8		9/09/1997	R OF WAY EAGLE DIST
SAME		SUE ANN BELCASTRO		DEED	1292	11		9/09/1997	R OF WAY EAGLE DIST
SAME		DARLA R ELDER	D	DEED	1292	13		9/09/1997	R OF WAY EAGLE DIST
SAME		ROBERT E HARBERT	D	DEED	1292	15		9/09/1997	R OF WAY EAGLE DIST
SAME		CLARENCE W MOORE	D	DEED	1292	17		9/09/1997	R OF WAY EAGLE DIST
SAME		CHURCH-LUMBERPORT U M C		DEED	1292	19		9/09/1997	R OF WAY EAGLE DIST
SAME		LORNA HOWARD		DEED	1292	21		9/09/1997	R OF WAY EAGLE DIST
SAME		LORNA HOWARD		DEED	1292	23		9/09/1997	R OF WAY EAGLE DIST
SAME		LORNA HOWARD		DEED	1292	25		9/09/1997	R OF WAY EAGLE DIST
SAME		LORNA HOWARD		DEED	1292	27		9/09/1997	R OF WAY EAGLE DIST
SAME		HORNOR HARDWARE CO		DEED	1292	29		9/09/1997	R OF WAY EAGLE DIST
SAME		BONNIE R PHILLIPS		DEED	1292	31		9/09/1997	R OF WAY EAGLE DIST
SAME		TRAVIS M MILLER		DEED	1292	33		9/09/1997	R OF WAY EAGLE DIST

BK 1481 PG 0212

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		MARK LINVILLE	D	DEED	1292	35		9/09/1997	R OF WAY EAGLE DIST
SAME		DARLEAN SOUTHERN		DEED	1292	37		9/09/1997	R OF WAY EAGLE DIST
SAME		LOREN KERNS	D	DEED	1292	39		9/09/1997	R OF WAY EAGLE DIST
SAME		JACK EVANS	D	DEED	1292	41		9/09/1997	R OF WAY EAGLE DIST
SAME		JAMES H BOYLES	D	DEED	1292	43		9/09/1997	R OF WAY EAGLE DIST
SAME		ROBERT E JR DYE		DEED	1292	45		9/09/1997	R OF WAY EAGLE DIST
SAME		AUBREY L REYNOLDS	D	DEED	1292	47		9/09/1997	R OF WAY EAGLE DIST
SAME		ELSIE LORNA HOWARD		DEED	1292	49		9/09/1997	R OF WAY EAGLE DIST
SAME		ELEANOR L-ATTY RICHARDS	D	DEED	1292	51		9/09/1997	R OF WAY EAGLE DIST
SAME		CHARLES E BARKER	D	DEED	1292	53		9/09/1997	R OF WAY EAGLE DIST
SAME		MELVIN JR HOWE	D	DEED	1292	55		9/09/1997	R OF WAY EAGLE DIST
SAME		GILBERT CARROLL	D	DEED	1292	57		9/09/1997	R OF WAY EAGLE DIST
SAME		DENNIS PAUL JR REYNOLDS	D	DEED	1292	59		9/09/1997	R OF WAY EAGLE DIST

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SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		LARRY A MARRA	O	DEED	1292	61		9/09/1997	R OF WAY EAGLE DIST
SAME		CHURCH-LUMBERPORT U M C		DEED	1292	63		9/09/1997	R OF WAY EAGLE DIST
SAME		JAMES G LINDSEY	O	DEED	1292	193		9/11/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT HISTORICAL LANDMARK COMM INC		DEED	1292	195		9/11/1997	R OF WAY EAGLE DIST
SAME		BRENDA JOYCE GOFF	O	DEED	1292	197		9/11/1997	R OF WAY EAGLE DIST
SAME		BRENDA JOYCE GOFF	O	DEED	1292	199		9/11/1997	R OF WAY EAGLE DIST
SAME		BRENDA JOYCE GOFF	O	DEED	1292	201		9/11/1997	R OF WAY EAGLE DIST
SAME		CATHY HUGHES		DEED	1292	203		9/11/1997	R OF WAY EAGLE DIST
SAME		CATHY HUGHES		DEED	1292	205		9/11/1997	R OF WAY EAGLE DIST
SAME		KIMBERLY A HALE	O	DEED	1292	207		9/11/1997	R OF WAY EAGLE DIST
SAME		RICHARD K DOTSON	O	DEED	1292	209		9/11/1997	R OF WAY EAGLE DIST
SAME		DELBERT A BAILEY	O	DEED	1292	211		9/11/1997	R OF EAY EAGLE DIST
SAME		MARK HINKLE	O	DEED	1292	213		9/11/1997	REL R OF WAY DB BK 1291 PG 333

1481 PG0214

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		WILLIAM SARGENT	D	DEED	1292	463		9/17/1997	R OF WAY EAGLE DIST
SAME		PATTY J BAILEY		DEED	1292	465		9/17/1997	R OF WAY EAGLE DIST
SAME		PATRICIA D SWEENEY		DEED	1292	467		9/17/1997	R OF WAY EAGLE DIST
SAME		MARK HINKLE	D	DEED	1292	469		9/17/1997	R OF WAY EAGLE DIST
SAME		MARK HINKLE	D	DEED	1292	471		9/17/1997	R OF WAY EAGLE DIST
SAME		ROBERT E SR EDGE	D	DEED	1292	473		9/17/1997	R OF WAY EAGLE DIST
SAME		JOSEPH S CRUTCH	D	DEED	1292	475		9/17/1997	R OF WAY EAGLE DIST
SAME		HAZEL M BOGGESS		DEED	1292	477		9/17/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT TOWN OF		DEED	1292	767		9/25/1997	R OF WAY EAGLE DIST
SAME		MILDRED E GEMONDO		DEED	1292	770		9/25/1997	R OF WAY EAGLE DIST
SAME		RICHARD W LINGER	D	DEED	1292	772		9/25/1997	R OF WAY EAGLE DIST
SAME		WILLIAM F LEMASTERS	D	DEED	1292	774		9/25/1997	R OF WAY EAGLE DIST
SAME		CHARLES STOUT	D	DEED	1292	776		9/25/1997	R OF WAY EAGLE DIST

BK1481 PG0215

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		LUMBERPORT TOWN OF		DEED	1292	778		9/25/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT TOWN OF		DEED	1292	780		9/25/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT TOWN OF		DEED	1292	782		9/25/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT TOWN OF		DEED	1292	784		9/25/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT TOWN OF		DEED	1292	786		9/25/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT TOWN OF		DEED	1292	788		9/25/1997	R OF WAY EAGLE DIST
SAME		BRENDA RAINES		DEED	1292	1004		9/29/1997	R OF WAY EAGLE DIST
SAME		MARY LOPEZ		DEED	1292	1006		9/29/1997	R OF WAY EAGLE DIST
SAME		CAROL FLOWERS THOMPSON	D	DEED	1292	1008		9/29/1997	R OF WAY EAGLE DIST
SAME		RICHARD SCOTT	D	DEED	1292	1010		9/29/1997	R OF WAY EAGLE DIST
SAME		ROBERT G SMITH	D	DEED	1292	1012		9/29/1997	R OF WAY EAGLE DIST
SAME		BOARD EDUC HRS CO		DEED	1292	1014		9/29/1997	R OF WAY EAGLE DIST
SAME		BOARD EDUC HRS CO		DEED	1292	1017		9/29/1997	R OF WAY EAGLE DIST

DET481 00216

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		MARQUIS E GARRETT	D	DEED	1292	1122		10/01/1997	R OF WAY EAGLE DIST
SAME		SHANNON TANSEY	D	DEED	1292	1124		10/01/1997	R OF WAY EAGLE DIST
SAME		ROBERT CLARK CAPPEL	D	DEED	1292	1126		10/01/1997	R OF WAY EAGLE DIST
SAME		SULAYNE BROOKS	D	DEED	1292	1128		10/01/1997	R OF WAY EAGLE DIST
SAME		SULAYNE BROOKS	D	DEED	1292	1130		10/01/1997	R OF WAY EAGLE DIST
SAME		SHANNON TANSEY	D	DEED	1292	1132		10/01/1997	R OF WAY EAGLE DIST
SAME		ROBERT CLARK CAPPEL	D	DEED	1292	1134		10/01/1997	R OF WAY EAGLE DIST
SAME		MARQUIS E GARRETT	D	DEED	1292	1136		10/01/1997	R OF WAY EAGLE DIST
SAME		SULAYNE BROOKS	D	DEED	1292	1138		10/01/1997	R OF WAY EAGLE DIST
SAME		SHANNON TANSEY	D	DEED	1292	1140		10/01/1997	R OF WAY EAGLE DIST
SAME		ROBERT CLARK CAPPEL	D	DEED	1292	1142		10/01/1997	R OF WAY EAGLE DIST
SAME		MARQUIS E GARRETT	D	DEED	1292	1144		10/01/1997	R OF WAY EAGLE DIST
SAME		SULAYNE BROOKS	D	DEED	1292	1146		10/01/1997	R OF WAY EAGLE DIST

BK 1481 PG 0217

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		SHANNON TANSEY	D	DEED	1292	1148		10/01/1997	R OF WAY EAGLE DIST
SAME		ROBERT CLARK CAPPEL	D	DEED	1292	1150		10/01/1997	R OF WAY EAGLE DIST
SAME		MARQUIS E GARRETT	D	DEED	1292	1152		10/01/1997	R OF WAY EAGLE DIST
SAME		SULAYNE BROOKS	D	DEED	1292	1154		10/01/1997	R OF WAY EAGLE DIST
SAME		SHANNON TANSEY	D	DEED	1292	1156		10/01/1997	R OF WAY EAGLE DIST
SAME		ROBERT CLARK CAPPEL	D	DEED	1292	1158		10/01/1997	R OF WAY EAGLE DIST
SAME		MARQUIS E GARRETT	D	DEED	1292	1160		10/01/1997	R OF WAY EAGLE DIST
SAME		SULAYNE BROOKS	D	DEED	1292	1162		10/01/1997	R OF WAY EAGLE DIST
SAME		SHANNON TANSEY	D	DEED	1292	1164		10/01/1997	R OF WAY EAGLE DIST
SAME		ROBERT CLARK CAPPEL	D	DEED	1292	1166		10/01/1997	R OF WAY EAGLE DIST
SAME		MARQUIS E GARRETT	D	DEED	1292	1168		10/01/1997	R OF WAY EAGLE DIST
SAME		SULAYNE BROOKS	D	DEED	1292	1170		10/01/1997	R OF WAY EAGLE DIST
SAME		SHANNON TANSEY	D	DEED	1292	1172		10/01/1997	R OF WAY EAGLE DIST

1481 0218

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		JAMES ODELL	O	DEED	1292	1226		10/01/1997	R OF WAY EAGLE DIST
SAME		HARRISON COUNTY COMMISSION		DEED	1293	102		10/02/1997	GRANTING PERMIT CAMBRIA HAYWOOD & UNINC N LPORT EAGLE DIST
SAME		J FRED EARLY	O	DEED	1293	111		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	O	DEED	1293	114		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	O	DEED	1293	116		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	O	DEED	1293	118		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	O	DEED	1293	120		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	O	DEED	1293	122		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	O	DEED	1293	124		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	O	DEED	1293	126		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	O	DEED	1293	128		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	O	DEED	1293	130		10/02/1997	R OF WAY EAGLE DIST

BK1481PG0219

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		SARA BENNETT	D	DEED	1293	132		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	D	DEED	1293	134		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	D	DEED	1293	136		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	D	DEED	1293	138		10/02/1997	R OF WAY EAGLE DIST
SAME		SARA BENNETT	D	DEED	1293	140		10/02/1997	R OF WAY EAGLE DIST
SAME		CHARLES FURBEE	D	DEED	1293	188		10/06/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT ATHLETIC ASSOC INC		DEED	1293	282		10/07/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT ATHLETIC ASSOC INC		DEED	1293	284		10/07/1997	R OF WAY EAGLE DIST
SAME		LUMBERPORT ATHLETIC ASSOC INC		DEED	1293	286		10/07/1997	R OF WAY EAGLE DIST
SAME		BOARD EDUC HRS CO		DEED	1293	427		10/09/1997	R OF WAY EAGLE DIST
SAME		BOARD EDUC HRS CO		DEED	1293	430		10/09/1997	R OF WAY EAGLE DIST
SAME		BOARD EDUC HRS CO		DEED	1293	433		10/09/1997	R OF WAY EAGLE DIST
SAME		GILBERT CARROLL	D	DEED	1293	442		10/10/1997	R OF WAY EAGLE DIST

BK1481PG0220

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		CHARLES GOBEL MINNIX	O	DEED	1293	574		10/14/1997	R OF WAY EAGLE DIST
SAME		CHARLES GOBEL MINNIX	O	DEED	1293	576		10/14/1997	R OF WAY EAGLE DIST
SAME		JAMES E TOOTHMAN	O	DEED	1293	578		10/14/1997	R OF WAY EAGLE DIST
SAME		GARY M SNOW	O	DEED	1293	580		10/14/1997	R OF WAY EAGLE DIST
SAME		LAWRENCE A COSTELAC		DEED	1293	601		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		ROGER L BOSLEY		DEED	1293	606		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		TAMMY L HUCKLES CARSON		DEED	1293	611		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		IRIS HEATER	O	DEED	1293	617		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		BESSTE LUCHUCK	O	DEED	1293	622		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		JOHN B FLAGLE	O	DEED	1293	628		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		STEPHEN JOHN LITRICER	O	DEED	1293	633		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		HERBERT C JR ROCKWELL		DEED	1293	638		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		EVELYN V BARKER		DEED	1293	643		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		SHEILA-GON LIGHTFOOT	O	DEED	1293	648		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		PATRICK E MESSINGER	O	DEED	1293	653		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		RONALD L MOATS	O	DEED	1293	658		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		THOMAS SKELLEY		DEED	1293	663		10/15/1997	ORDER GRANTING R OF ENTRY

BK1481 PG0221

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		EVERETT R SWIGER	O	DEED	1293	668		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		JACKSON R SUTGER	O	DEED	1293	673		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		JAMES B TUCKER	O	DEED	1293	679		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		GLEN B III AUDITOR GAINER		DEED	1293	684		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		FREDERICK E ROSS		DEED	1293	689		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		ARTHUR W SUMMERFIELD		DEED	1293	694		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		KENNETH STIRE	O	DEED	1293	699		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		MIKE SABOLOVICH	O	DEED	1293	704		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		CHARLES J MILLER	O	DEED	1293	709		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		MARTIN BROTHERS CO	O	DEED	1293	714		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		RICK INGRAM	O	DEED	1293	720		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		JOHN O JR CLEAVENGER	O	DEED	1293	725		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		CHARLES E BEVERLY	O	DEED	1293	730		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		RICHARD HEADLEY	O	DEED	1293	736		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		FRANK CUNNINGHAM	O	DEED	1293	742		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		LENA LOUISE DEFAZIO	O	DEED	1293	747		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		GLEN B III AUDITOR GAINER		DEED	1293	753		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		WAYNE E JENKINS	O	DEED	1293	758		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		GOLDEN LYCANS		DEED	1293	763		10/15/1997	ORDER GRANTING R OF ENTRY

BK1481PG0222

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		CHAD A MCDOUGAL	D	DEED	1293	768		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		JOHN B NAPIER	D	DEED	1293	773		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		MARY JOSEPHINE TIDMORE	D	DEED	1293	778		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		KENNETH E VINCENT	D	DEED	1293	783		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		HARMAN CONSTRUCTION INC	D	DEED	1293	799		10/15/1997	PAYMENT BOND
SAME		ROVER CONSTRUCTION INC	D	DEED	1293	804		10/15/1997	PAYMENT BOND
SAME		HOLLEY BROTHERS CONST CO INC	D	DEED	1293	808		10/15/1997	PAYMENT BOND
SAME		MENDON PIPELINE INC	D	DEED	1293	812		10/15/1997	PAYMENT BOND
SAME		JAMES E JR SMITH		DEED	1293	821		10/15/1997	R OF WAY EAGLE DIST
SAME		JAMES E JR SMITH		DEED	1293	823		10/15/1997	R OF WAY EAGLE DIST
SAME		SANDRA BATES WILLIFORD	D	DEED	1293	788		10/15/1997	ORDER GRANTING R OF ENTRY
SAME		WILBERT G PHILLIPS	D	DEED	1293	1023		10/21/1997	R OF WAY EAGLE DIST
SAME		ROGER L BOSLEY		DEED	1293	1025		10/21/1997	R OF WAY EAGLE DIST
SAME		MARY LEE HINES	D	DEED	1293	1027		10/21/1997	R OF WAY EAGLE DIST
SAME		TAMMY MARIE BARKER		DEED	1294	807		11/19/1997	R OF WAY EAGLE DIST
SAME		H MURTEL MONROE		DEED	1294	809		11/19/1997	R OF WAY EAGLE DIST

1481 D229

SURNAME GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		SULAYNE BROOKS	D	DEED	1296	1062		2/13/1998	R OF WAY EAGLE DIST
SAME		SULAYNE BROOKS	D	DEED	1296	1064		2/13/1998	R OF WAY EAGLE DIST
SAME		SULAYNE BROOKS	D	DEED	1296	1066		2/13/1998	R OF WAY EAGLE DIST
SAME		JOHNNY PAUL SWIGER		DEED	1297	11		2/20/1998	R OF WAY EAGLE DIST
SAME		MICHAEL A SECRETO		DEED	1297	13		2/20/1998	R OF WAY EAGLE DIST
SAME		STEPHEN J LIBICER	D	DEED	1297	654		3/12/1998	R OF WAY EAGLE DIST
SAME		SARA BENNETT	D	DEED	1297	718		3/16/1998	R OF WAY EAGLE DIST
SAME		SARA BENNETT	D	DEED	1297	720		3/16/1998	R OF WAY EAGLE DIST
SAME		PATRICIA D BAILEY		DEED	1299	48		4/22/1998	R OF WAY EAGLE DIST
SAME		JOHN R FLAGLE	D	DEED	1299	368		4/27/1998	ORDER FOR DISTRIBUTION MONEY PAID INTO COURT ORDER OF DISMISSAL
SAME		PATRICK E MESSENGER	D	DEED	1299	1044		5/14/1998	R OF WAY EAGLE DIST
SAME		EVERETT R SWIGER	D	DEED	1299	1046		5/14/1998	R OF WAY EAGLE DIST

BK 481 PG 0224

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		BARBARA G GAINES		DEED	1299	1048		5/14/1998	R OF WAY EAGLE DIST
SAME		JAMES R TALKINGTON	O	DEED	1299	1050		5/14/1998	R OF WAY EAGLE DIST
SAME		RICK INGRAM	O	DEED	1300	204		5/22/1998	FINAL ORDER
SAME		JACKSON R SWIGER	O	DEED	1300	298		5/28/1998	TEMPORARY CONST EASEMENT
SAME		CHARLES MINNIX	O	DEED	1300	300		5/28/1998	R OF WAY EAGLE DIST
SAME		JANET SARGENT		DEED	1300	467		5/29/1998	TEMPORARY CONST EASEMENT
SAME		PETE MALE	O	DEED	1300	469		5/29/1998	R OF WAY EAGLE DIST
SAME		LORNA HOWARD		RIGHT OF WAY	1300	563	1	6/01/1998	NO DISTRICT TEMPORARY CONSTRUCTION AGMT
SAME		JACQUELYN FORTNEY	O	RIGHT OF WAY	1300	608	1	6/03/1998	EAGLE DIST - OUTSIDE R OF WAY
SAME		JACQUELYN FORTNEY	O	RIGHT OF WAY	1300	610	1	6/03/1998	EAGLE DIST - OUTSIDE R OF WAY
SAME		EARL STONEBREAKER		RIGHT OF WAY	1300	1167	1	6/12/1998	EAGLE DIST - OUTSIDE R OF WAY
SAME		EUGENE MOORE	O	RIGHT OF WAY	1301	31	1	6/17/1998	EAGLE DIST - OUTSIDE R OF WAY
SAME		MIKE SABOLOVICH	O	FINAL ORDER	1301	689	1	7/02/1998	FINAL ORDER
SAME		CHAD A MCDOUGAL	O	FINAL ORDER	1301	693	1	7/02/1998	FINAL ORDER
SAME		JOHN B NAPIER	O	FINAL ORDER	1301	697	1	7/02/1998	FINAL ORDER

BK1481 PG0225

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBERPORT P S D									
SAME		JOHN Z II KISSELLA	D	RIGHT OF WAY	1303	715	1	9/18/1998	EAGLE DIST - LUMBERPORT R OF WAY
SAME		JOHN Z SR KISSELLA	D	RIGHT OF WAY	1303	717	1	9/18/1998	EAGLE DIST - LUMBERPORT R OF WAY
SAME		TAMMY HUCKLES CARSON	D	RIGHT OF WAY	1304	115	1	10/06/1998	EAGLE DIST - LUMBERPORT R OF WAY
SAME		SAM-GRON FOLTO		FINAL ORDER	1304	431	1	10/14/1998	FINAL ORDER
SAME		JOSEPH F-GRON SHAFFER		FINAL ORDER	1304	436	1	10/14/1998	FINAL ORDER
SAME		TAMMY L HUCKLES CARSONS		FINAL ORDER	1304	448	1	10/14/1998	FINAL ORDER
SAME		MARTIN BROTHERS CO	D	FINAL ORDER	1305	499	1	11/16/1998	FINAL ORDER
SAME		RICHARD HEADLEY	D	FINAL ORDER	1305	505	1	11/16/1998	FINAL ORDER
SAME		LENA LOUISE DEFAZIO	D	FINAL ORDER	1305	1190	1	12/07/1998	FINAL ORDER
SAME		DANNY R STONEBREAKER		RIGHT OF WAY	1310	660	1	5/27/1999	EAGLE DIST - OUTSIDE R OF WAY
SAME		RANDY STOUT	D	RIGHT OF WAY	1310	694	1	5/28/1999	EAGLE DIST - LUMBERPORT R OF WAY

SURNAME / GRANTEE	A P	GRANTOR	A P	TYPE INSTRUMENT / AMOUNT	RECORDED BOOK	PAGE	LINE	DATE RECORDED	BRIEF DESCRIPTION (NOT WARRANTED)
LUMBPORT AREA P S D SAME		W EUGENE BONNELL	D	DEED	1289	669		7/08/1997	R OF WAY EAGLE DIST

481 PG 0227

ASSIGNMENT OF APPLICABLE WARRANTIES

THIS ASSIGNMENT of ownership of warranties is made this 5TH day of OCTOBER, 2011, by and between Lumberport Area Public Service Sewer District, a public utility and political subdivision of the State of West Virginia, and the Town of Lumberport, a municipal corporation.

WHEREAS, Lumberport Area Public Service Sewer District wishes to assign ownership of all applicable warranties held by the District; and,

WHEREAS, the Town of Lumberport is willing to accept ownership of all applicable warranties held by Lumberport Area Public Service Sewer District.

THEREFORE, these parties, with intent to be legally bound by the provisions herein, do hereby make the following agreement:

1. Lumberport Area Public Service Sewer District hereby assigns to the Town of Lumberport all applicable warranties held by Lumberport Area Public Service Sewer District on the date of this document.

3. This Agreement shall be binding upon these Parties and their successors or assigns.

WITNESS the following signatures:

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT

By: _____
Chairman

TOWN OF LUMBERPORT

By: _____
Mayor

STATE OF WEST VIRGINIA,)
COUNTY OF HARRISON, TO-WIT:)

The foregoing instrument was acknowledged before me this 5th day of October, 2011, by the Chairman of Lumberport Area Public Service Sewer District.

My commission expires: June 2, 2020.

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SAMANTHA K. WHITE
SMITH, McMUNN & GLOVER PLLC
516 W. MAIN STREET
CLARKSBURG, WV 26301
My commission expires June 2, 2020

Samantha K. White
Notary Public

STATE OF WEST VIRGINIA,)
COUNTY OF HARRISON, TO-WIT:)

The foregoing instrument was acknowledged before me this 5th day of December, 2011, by the Mayor of the Town of Lumberport.

My commission expires: NOV 18, 2020.

NOTARY PUBLIC OFFICIAL SEAL
MESHELLE D. GREGORY
State of West Virginia
My Comm. Expires Nov 18, 2020
PO Box 4 Haywood, WV 26366

Meshelle D. Gregory
Notary Public

INDEMNIFICATION AGREEMENT

THIS AGREEMENT, made this 5TH day of OCTOBER, 2011, by and between Lumberport Area Public Service Sewer District, a public utility and a political subdivision of the State of West Virginia, (hereinafter "District"), and Town of Lumberport, a municipal corporation, (hereinafter "Town").

WITNESSETH:

THAT WHEREAS, Lumberport Area Public Service Sewer District wishes to convey and assign ownership of its wastewater collection and treatment facilities, customers and associated revenues and debts associated therewith to the Town of Lumberport; and,

WHEREAS, the Town is willing to accept ownership of the District's wastewater collection and treatment facilities, customers and associated revenues and debts associated therewith; and,

WHEREAS, the District has agreed to indemnify and hold harmless the Town from any claims made against the District prior to the transfer herein described; and,

WHEREAS, the Town is willing to accept said transfer, but wants indemnification from any claims made against the District prior to said transfer.

NOW THEREFORE, in contemplation of the mutual promises and covenants described below, and with intent to be legally bound by the rights and duties described in this Agreement, these Parties do mutually agree that:

1. The District covenants and agrees to indemnify and hold harmless the Town and its officers, agent and employees, from any and all claims made

against the District prior to the date of the transfer of the District's wastewater collection and treatment facilities, customers and associated revenues and debts associated therewith, and to protect, defend, indemnify and hold these entities and persons completely harmless from and against any judgments arising from any claims made prior to the transfer, unless any such claim made is due to the negligence of the Town or its officers, agents and employees.

2. The provisions set forth in Paragraph 1 shall survive the expiration or earlier termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be signed and attested by their proper officers and their respective seals, if any, to the hereto affixed the day and year first above written.

LUMBERPORT AREA PUBLIC SERVICE SEWER DISTRICT

By: _____
Chairman

TOWN OF LUMBERPORT

By: _____
Mayor

STATE OF WEST VIRGINIA,)
COUNTY OF HARRISON, TO-WIT:)

The foregoing instrument was acknowledged before me this 5th day of October, 2011, by the Chairman of Lumberport Area Public Service Sewer District.

My commission expires: June 2, 2020.

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
SAMANTHA K. WHITE
SMITH, McMUNN & GLOVER PLLC
516 W. MAIN STREET
CLARKSBURG, WV 26301
My commission expires June 2, 2020

Samantha K. White
Notary Public

STATE OF WEST VIRGINIA,)
COUNTY OF HARRISON, TO-WIT:)

The foregoing instrument was acknowledged before me this 5th day of December, 2011, by the Mayor of the Town of Lumberport.

My commission expires: NOV. 18, 2020.

NOTARY PUBLIC OFFICIAL SEAL
MESHELLE D. GREGORY
State of West Virginia
My Comm. Expires Nov 18, 2020
PO Box 4 Haywood, WV 26366

Meshelle D. Gregory
Notary Public