

TOWN OF MONONGAH

**Water Revenue Bonds, Series 2010 A; and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)**

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TOWN OF MONONGAH

**Water Revenue Bonds, Series 2010 A; and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)**

BOND ORDINANCE

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TOWN OF MONONGAH

ORDINANCE AUTHORIZING THE PAYMENT OF THE WATERWORKS SYSTEM REFUNDING BOND ANTICIPATION NOTES, SERIES 2006 AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO THE EXISTING WATERWORKS SYSTEM OF THE TOWN OF MONONGAH, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$3,798,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2010 A (UNITED STATES DEPARTMENT OF AGRICULTURE); AND THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$2,173,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2010 B (UNITED STATES DEPARTMENT OF AGRICULTURE); DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT

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

ARTICLE I

**STATUTORY AUTHORITY, FINDINGS
AND DEFINITIONS**

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

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

A. The Issuer now owns and operates a public waterworks system. The Project, as hereinafter defined, hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

B. The Issuer desires to pay the Waterworks System Bond Anticipation Notes, Series 2006, dated August 29, 2006, issued in the original aggregate principal amount of \$340,000 (the "Prior Notes") and finance and acquire, construct, operate and maintain certain additions, improvements and extensions to such existing waterworks facilities with all appurtenant facilities, within the boundaries of the Issuer to be owned and operated by the Issuer.

C. The Issuer has temporarily financed the design and other preconstruction costs of the Project by the issuance of the Prior Notes.

D. The Prior Notes were issued pursuant to an ordinance of the Issuer previously enacted for such purpose (such ordinance as supplemented and amended is herein called the "Prior Notes Ordinance").

E. It is deemed necessary and desirable for the Issuer to pay the Prior Notes.

F. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer, and, accordingly, it is hereby ordered, that there be acquired and constructed certain additions, improvements and extensions to the existing waterworks facilities of the Issuer, consisting of improvements to the water system, together with all necessary appurtenances (collectively, the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Recorder of the Issuer. The existing waterworks facilities of the Issuer, together with the Project and any further additions, improvements or extensions thereto, are herein called the "System." The acquisition and construction of the Project and the financing hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

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

H. The estimated maximum cost to pay the Prior Notes and the acquisition and construction of the Project is \$6,029,000, of which approximately \$3,798,000 will be obtained from the proceeds of sale of the Series 2010 A Bonds and up to \$2,173,000 will be obtained from the proceeds of the sale of the Series 2010 B Bonds, both herein authorized.

I. It is necessary for the Issuer to issue its Water Revenue Bonds, Series 2010 A (the "Series 2010 A Bonds") in the total aggregate principal amount of not more than \$3,798,000 to pay the Prior Notes and finance a portion of the cost of such acquisition and construction and to pay costs of issuance thereof and related costs, and it is necessary for the Issuer to issue its Water Revenue Bonds, Series 2010 B (United States Department of Agriculture) (the "Series 2010 B Bonds"), in the aggregate principal amount of not more than \$2,173,000 (the Series 2010 A Bonds and Series 2010 B Bonds collectively know as the "Series 2010 Bonds"), to

finance a portion of the cost of such acquisition and construction in the manner hereinafter provided. The cost of such acquisition and construction shall be deemed to include, without being limited to, the acquisition and construction of the Project; the cost of all property rights, easements and franchises deemed necessary or convenient therefor and for the improvements and extensions thereto; interest on the Series 2010 Bonds prior to, during and for six months after completion of such acquisition and construction of the improvements and extensions; engineering, fiscal agents and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the Project, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized, and the acquisition and construction of the properties and the placement of same in operation; provided that, reimbursement to the Issuer for any amounts expended by it for the repayment of indebtedness incurred for costs of the Project by the Issuer shall be deemed costs of the Project.

J. The period of usefulness of the System after completion of the Project is not less than 40 years.

K. There are no outstanding obligations of the Issuer which will rank on a parity with the Series 2010 Bonds as to liens, pledge and source of and security for payment.

L. It is in the best interest of the Issuer that the Series 2010 Bonds be sold to the Purchaser, pursuant to the terms and provisions of the Letter of Conditions, dated August 11, 2003, and all amendments thereto, if any (collectively, the "Letter of Conditions").

M. The Issuer has complied with all requirements of law relating to the authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Series 2010 Bonds, or will have so complied prior to issuance of the Series 2010 Bonds, including, among other things and without limitation, obtaining a certificate of public convenience and necessity and approval of the financing and necessary user rates and charges from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired or shall have been duly waived or otherwise provided for.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2010 Bonds by those who shall be the Registered Owner of the same from time to time, this Ordinance (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the Registered Owner of the Series 2010 Bonds.

Section 1.04. Definitions. In addition to capitalized terms defined elsewhere herein, the following terms shall have the following meanings herein unless the text otherwise expressly requires:

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

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

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

"Bonds" means the Series 2010 Bonds.

"Closing Date" means the date upon which there is an exchange of the Series 2010 Bonds for the proceeds, or at least a de minimus portion, thereof representing the purchase price of the Series 2010 Bonds from the Purchaser.

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

"Consulting Engineer" means Chapman Technical, St. Albans, West Virginia, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the Issuer as Consulting Engineer for the System.

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

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

"FDIC" means the Federal Deposit Insurance Corporation.

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

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

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

"Herein" or "herein" means in this Bond Legislation.

"Issuer" or "Borrower" means the Town of Monongah, a municipal corporation and political subdivision of the State of West Virginia, in Marion County, West Virginia, and includes the Governing Body of the Issuer.

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated August 11, 2003, and all amendments thereto, if any.

"Minimum Reserve" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2010 Bonds in the then current or any succeeding year.

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

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles and retention of a sum not to exceed one-sixth of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital; provided that, all monthly amortization payments upon the Bonds and into the Reserve Fund and Depreciation Reserve have been made to the last monthly payment date prior to the date of such retention.

"Prior Notes" means the Issuer's Waterworks System Bond Anticipation Notes, Series 2006, dated August 29, 2006, issued in the original aggregate principal amount of \$340,000.

"Prior Notes Ordinance" means the ordinance authorizing the Prior Notes.

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

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

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

- (a) Government Obligations;
- (b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;
- (c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;
- (d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other

federal agency and backed by the full faith and credit of the United States of America;

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

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

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

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

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

"Recorder" means the Recorder of the Issuer.

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

"Revenues" or "Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or

instrumentality thereof in control of the management and operation of the System, from the operation of the System, and all parts thereof, all as calculated in accordance with sound accounting practices.

"Series 2010 Bonds" means, collectively, the Series 2010 A Bonds and the Series 2010 B Bonds.

"Series 2010 A Bonds" means the Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), authorized hereby to be issued pursuant to this Bond Legislation.

"Series 2010 B Bonds" means the Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), authorized hereby to be issued pursuant to this Bond Legislation.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the", refers specifically to the supplemental resolution authorizing the sale of the Series 2008 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2008 A Bonds, and not so included may be included in another supplemental resolution.

"System" means the complete public waterworks system of the Issuer, presently existing in its entirety or any integral part thereof, and shall include the Project and any improvements and extensions 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.

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT AND PAYMENT OF THE PRIOR NOTES.

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated total cost of not more than \$6,029,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2010 Bonds hereby authorized shall be applied as provided in Article IV hereof.

Section 2.02 Authorization of Payment of the Prior Notes. There is hereby authorized and ordered the payment in full of the entire principal of and interest on the Prior Notes on the Closing Date, the cost of which will be paid from the proceeds of the Series 2010 A Bonds. Upon payment of the Prior Notes, any funds pledged in favor of the holders of the Prior Notes imposed by the Prior Notes Ordinance are hereby ordered terminated, discharged and released.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BONDS

Section 3.01. Authorization of Bonds. Subject and pursuant to the provisions of the Bond Legislation, the Series 2010 Bonds of the Issuer, to be known as the "Water Revenue Bonds, Series 2010 A (United States Department of Agriculture)," are hereby authorized to be issued in the principal amount of not more than \$3,798,000 for the purpose of (i) financing a portion of the cost of the acquisition and construction of the Project; (ii) paying the Prior Notes; and (iii) paying certain costs of issuance and related costs not otherwise provided for, or any all of such purposes, and the "Water Revenue Bonds, Series 2010 B (United States Department of Agriculture)," are hereby authorized to be issued in the principal amount of not more than \$2,173,000, for the purpose of (i) financing a portion of the cost of the acquisition and construction of the Project; (ii) paying the Prior Notes; and (iii) paying certain costs of issuance and related costs not otherwise provided for.

Section 3.02. Description of Bonds. The Series 2010 A Bonds shall be issued in single form, numbered AR-1, only as a fully registered Bond in an original aggregate principal amount to be prescribed in the Supplemental Resolution and shall be dated on the date of delivery thereof. The Series 2010 A Bonds shall bear interest from date of delivery, payable monthly at the rate not to exceed 4.25% per annum, which interest rate shall be prescribed in the Supplemental Resolution and shall be sold for the par value thereof.

The Series 2010 A Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as provided in the Bond form hereinafter set forth.

The Series 2010 B Bonds shall be issued in one or more series, numbered BR-1, only as a fully registered Bond in an original aggregate principal amount to be prescribed in the Supplemental Resolution and shall be dated on the date of delivery thereof. The Series 2010 B Bonds shall bear interest from date of delivery, payable monthly at the rate not to exceed 3.75% per annum, which interest rate shall be prescribed in the Supplemental Resolution and shall be sold for the par value thereof.

The Series 2010 A Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as provided in the Bond form hereinafter set forth.

Section 3.03. Negotiability, Registration, Transfer and Exchange of Bonds. The Series 2010 Bonds shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Series 2010 Bonds, and the right to principal of and stated interest on the Series 2010 Bonds, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Series 2010 Bonds for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Bond Registrar.

Whenever the Series 2010 Bonds shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond or Bonds in authorized denominations, for a like aggregate principal amount. The Bond Registrar shall require the payment by the new owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Bond Registrar with respect to such transfer.

No registration of transfer of the Series 2010 Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on the Series 2010 Bonds.

Section 3.04. Bond Registrar. The Issuer shall be the Bond Registrar and will keep, or cause to be kept by its agent, at its office, sufficient books for the registration and transfer of the Series 2010 Bonds, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2010 Bonds initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Series 2010 Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 2010 Bonds for registration or transfer only if ownership thereof is to be registered in the name of the Purchaser, an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust and/or such other identifying number and information as may be required by

law. The Series 2010 Bonds shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Series 2010 Bonds shall be registered in the name of the United States of America, the address of the United States of America for registration purposes shall be National Finance Office, St. Louis, Missouri 63103, or such other address as shall be stated in writing to the Issuer by the United States of America.

Section 3.05. Execution of Bonds. The Series 2010 Bonds shall be executed in the name of the Issuer by the Mayor and its corporate seal shall be affixed thereto and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 2010 Bonds shall cease to be such officer of the Issuer before the Series 2010 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. The Series 2010 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Series 2010 Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new Bond of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bonds or in lieu of and substitution for the Bonds destroyed, stolen or lost, and upon the holder's furnishing the Issuer proof of his ownership thereof and complying with such other reasonable regulations and conditions as the Issuer may require. The Series 2010 Bonds so surrendered shall be canceled and held for the account of the Issuer. If the Series 2010 Bonds shall have matured or be about to mature, instead of issuing a substitute Bond the Issuer may pay the same, and, if such Bond be destroyed, stolen or lost, without surrender thereof.

Section 3.07. Bonds Secured by Pledge of Gross Revenues. The payment of the debt service of the Series 2010 Bonds shall be secured forthwith by a first lien on the Gross Revenues derived from the System. The Gross Revenues derived from the System in an amount sufficient to pay the principal of and interest on the Series 2010 Bonds, and to make the payments as hereinafter provided, are hereby irrevocably pledged to the payment of the principal of and interest on the Series 2010 Bonds as the same become due.

Section 3.08. Form of Bond. Subject to the provisions hereof, the text of the Series 2010 Bonds and the other details thereof shall be of substantially the following tenor, with such omissions, insertions and variations as may be authorized or permitted hereby or by any ordinance enacted after the date of enactment hereof and prior to the issuance thereof:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF MONONGAH
WATER REVENUE BONDS, SERIES 2010 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$ _____

No. AR-1

Date; _____

FOR VALUE RECEIVED, the TOWN OF MONONGAH (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of _____ DOLLARS (\$ _____), plus interest on the unpaid principal balance at the rate of ____% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$ _____, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

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

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

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective

date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

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

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

This Bond is issued to (i) pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, (ii) pay the Waterworks System Bond Anticipation Notes, Series 2006, (the "Prior Notes"); and (iii) to pay costs of issuance and related costs.

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

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

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 8, Article 19 of the West Virginia Code, as amended (the "Act"), and an Ordinance of the Borrower duly enacted on

_____, 2010 as supplemented by Supplemental Resolution of the Issuer duly adopted on _____, 2010, authorizing issuance of this Bond (collectively, the "Ordinance").

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

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S WATER REVENUE BONDS, SERIES 2010 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED _____, 2010, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$_____, (THE "SERIES 2010 B BONDS") ISSUED SIMULTANEOUSLY HEREWITH.

[Remainder of Page Intentionally Blank]

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

TOWN OF MONONGAH

[CORPORATE SEAL]

Mayor

Monongah, West Virginia

ATTEST:

Recorder

EXHIBIT A
RECORD OF ADVANCES

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

TOTAL \$ _____

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto

the within Bond and does hereby irrevocably constitute and appoint
_____, Attorney to transfer the said Bond on the books kept for
registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20____.

In the presence of:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF MONONGAH
WATER REVENUE BONDS, SERIES 2010 B
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$ _____

No. BR-1

Date: _____

FOR VALUE RECEIVED, the TOWN OF MONONGAH (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of _____ DOLLARS (\$ _____), plus interest on the unpaid principal balance at the rate of _____% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$_____, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

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

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

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective

date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

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

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

This Bond is issued to (i) pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, (ii) pay the Waterworks System Bond Anticipation Notes, Series 2006 (the "Prior Notes"); and (iii) to pay costs of issuance and related costs.

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

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

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 8, Article 19 of the West Virginia Code, as amended (the "Act"), and a Ordinance of the Borrower duly adopted

_____, 2010 as supplemented by Supplemental Resolution duly adopted by the Issuer on _____, 2010, authorizing issuance of this Bond (the "Ordinance").

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

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S WATER REVENUE BONDS, SERIES 2010 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED _____, 2010, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$_____, (THE "SERIES 2010 A BONDS") ISSUED SIMULTANEOUSLY HEREWITH.

[Remainder of Page Intentionally Blank]

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

TOWN OF MONONGAH

[CORPORATE SEAL]

Mayor

Monongah, West Virginia

ATTEST:

Recorder

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$

(Form of Assignment)

ASSIGNMENT

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

Dated: _____, 20__.

In the presence of:

ARTICLE IV

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

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

- (1) Revenue Fund;
- (2) Renewal and Replacement Fund; and
- (3) Project Construction Account.

Section 4.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with and shall be held by the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

- (1) Series 2010 A Bonds Reserve Account; and
- (2) Series 2010 B Bonds Reserve Account.

Section 4.03. Bond Proceeds; Project Construction Account. The proceeds of the sale of the Series 2010 Bonds shall be deposited upon receipt by the Issuer in the Project Construction Account. The monies in the Project Construction Account in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Monies in the Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

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

Until completion of acquisition and construction of the Project, the Issuer will additionally transfer from the Project Construction Account and pay to the Purchaser on or before the due date, such sums as shall be from time to time required to make the monthly installments on the Series 2010 Bonds if there are not sufficient Gross Revenues to make such monthly payment.

Pending application as provided in this Section 4.03, money and funds in the Project Construction Account shall be invested and reinvested at the direction of the Issuer, to the extent possible in accordance with applicable law, in Qualified Investments.

When acquisition and construction of the Project has been completed and all costs thereof have been paid or provision for such payment has been made, any balance remaining in

the Project Construction Account shall be disposed of in accordance with the regulations of the Purchaser.

Section 4.04. Covenants of the Issuer as to System Revenues and Funds. So long as any of the Series 2010 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the respective Series 2010 Bonds Reserve Account, a sum sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the respective Series 2010 Bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer further covenants with the Holders of the Series 2010 Bonds as follows:

A. REVENUE FUND. The entire Gross Revenues derived from the operation of the System, and all parts thereof, and all Tap Fees received, shall be deposited as collected by the Issuer in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in the Ordinance and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in the Ordinance.

B. DISPOSITION OF REVENUES. All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority:

(1) The Issuer shall first, each month, on or before the due date of payment of each installment on the Series 2010 Bonds, transfer from the Revenue Fund and simultaneously (i) beginning 30 days following the Closing Date, remit to the National Finance Office, the amounts required to pay the interest on the Series 2010 A Bonds. Beginning on the 24th monthly anniversary of the Closing Date and continuing on each monthly anniversary of the Closing Date thereafter, the Issuer shall transfer from the Revenue Fund and remit to the National Finance Office the amounts required to amortize the interest on the Series 2010 A Bonds over the life of the Bond issue; and (ii) beginning 30 days following the Closing Date, remit to the National Finance Office, the amounts required to pay the interest on the Series 2010 B Bonds. Beginning on the 24th monthly anniversary of the Closing Date and continuing on each monthly anniversary of the Closing Date thereafter, the Issuer shall transfer from the Revenue Fund and remit to the National Finance Office the amounts required to amortize the interest on the Series 2010 B Bonds over the life of the Bond issue.

(2) The Issuer shall first, each month, on or before the due date of payment of each installment on the Series 2010 Bonds, transfer from the Revenue Fund and simultaneously (i) beginning on the 24th monthly anniversary of the Closing Date and continuing on each monthly anniversary of the Closing Date thereafter, the Issuer shall transfer from the Revenue Fund and remit to the National Finance

Office the amounts required to pay principal of the Series 2010 A Bonds over the life of the Bond issue; and (ii) beginning on the 24th monthly anniversary of the Closing Date and continuing on each monthly anniversary of the Closing Date thereafter, the Issuer shall transfer from the Revenue Fund and remit to the National Finance Office the amounts required to pay principal of the Series 2010 B Bonds over the life of the Bond issue. All payments with respect to principal of and interest the Series 2010 Bonds shall be made on an equal pro rata basis in accordance with the respective aggregate principal amounts thereof outstanding and on a parity with each other.

(3) The Issuer shall next, transfer from the Revenue Fund and simultaneously remit (i) beginning on the date specified by the Purchaser, but in any event not later than the 24th monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, transfer from the Revenue Fund and remit to the Commission for deposit into the Series 2010 A Bonds Reserve Account, 10% of the monthly payment amount, calculated monthly, until the amount in the Series 2010 A Bonds Reserve Account equals the Minimum Reserve; provided that, no further payments shall be made into the Series 2010 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 Minimum Reserve; and (ii) beginning on the date specified by the Purchaser, but in any event not later than the 24th monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, transfer from the Revenue Fund and remit to the Commission for deposit into the Series 2010 B Bonds Reserve Account, 10% of the monthly payment amount, calculated monthly, until the amount in the Series 2010 B Bonds Reserve Account equals the Minimum Reserve; provided that, no further payments shall be made into the Series 2010 B 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 Minimum Reserve. Monies in the respective Series 2010 Bonds Reserve Accounts shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Series 2010 Bonds to the National Finance Office as the same shall become due or for prepayment of installments on the Series 2010 Bonds, or for mandatory prepayment of the Series 2010 Bonds as hereinafter provided, and for no other purpose; provided, however, earnings from monies in the respective Series 2010 Bonds Reserve Accounts, so long as the Series 2010 Bonds Reserve Requirement is on deposit and maintained therein, shall be returned not less than once each year, by the Commission to the Issuer, to be deposited in the Revenue Fund.

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

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund 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 Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency 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 account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

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

Whenever the money in the Series 2010 A Bonds Reserve Account shall be sufficient to prepay the Series 2010 A Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2010 A Bonds at the earliest practical date and in accordance with applicable provisions hereof

Whenever the money in the Series 2010 B Bonds Reserve Account shall be sufficient to prepay the Series 2010 B Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2010 B Bonds at the earliest practical date and in accordance with applicable provisions hereof.

The Commission is hereby designated as the Fiscal Agent for the administration of the Series 2010 Bonds Reserve Accounts as herein provided, and all amounts required for the Series 2010 Bonds Reserve Accounts will be deposited therein by the Issuer upon transfers of funds from the Revenue Fund at the times provided herein. If required by the Purchaser at anytime, the Issuer shall make the necessary arrangements whereby required payments into said account shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

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

All the funds provided for in this Section shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Series 2010 Bonds and the interest thereon

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

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2010 Bonds, in accordance with the respective principal amounts then Outstanding.

The Commission, at the direction of the Issuer, shall keep the monies in the Series 2010 Bonds Reserve Accounts invested and reinvested to the fullest extent possible in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund or account under this Bond Legislation shall, unless otherwise provided herein or required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia Board of Treasury Investments. Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. Earnings from monies in the Series 2010 Bonds Reserve Accounts, so long as the Minimum Reserve is on deposit and maintained therein, shall be returned not less than once each year, by the Commission to the Issuer, to be deposited in the Revenue Fund.

C. CHANGE OF DEPOSITORY BANK. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank if the Depository Bank should cease for any reason

to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Series 2010 Bonds, provide evidence that there will be at least 1428 bona fide users upon the Project on completion, in full compliance with the requirements and conditions of the Purchaser.

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

F. INVESTMENT OF EXCESS BALANCES. The monies in excess of the sum insured by FDIC in any of such funds or accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State of West Virginia.

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

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

ARTICLE V

GENERAL COVENANTS, ETC.

Section 5.01. General Statement. So long as the Series 2010 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2010 Bonds Reserve Accounts a sum sufficient to prepay the entire principal of the Series 2010 Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Holder of the Series 2010 Bonds.

Section 5.02. Rates. The Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Series 2010 Bonds and sufficient to make the payments required herein into all funds and accounts and all the necessary expenses of operating and maintaining the System during such

Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes.

Section 5.03. Sale of the System. The System will not be sold without the prior written consent of the Purchaser so long as the Series 2010 Bonds are outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. No Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Recorder a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

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

No additional Parity Bonds or obligations payable out of any of the Revenues of the System shall be issued, except with the prior written consent of the Purchaser.

Section 5.05. Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Series 2010 Bonds remain outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

- (a) Fire, Lightning, Vandalism, Malicious Mischief and Extended Coverage Insurance, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the full insurable value thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.
- (b) Public Liability Insurance, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System,

such insurance to be procured not later than the date of delivery of the Series 2010 Bonds.

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

(d) Workers' Compensation Coverage for All Employees of the Town Eligible Therefor and Performance and Payment Bonds, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds have been or will be filed with the Clerk of the County Commission of said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' compensation coverage shall be maintained as required by the laws of the State of West Virginia.

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

(f) Fidelity Bonds will be provided as to every member of the Governing Body and as to every officer and employee thereof having custody of the Revenue Fund or of any revenues or other funds of the Issuer in such amount as may be requested by the Purchaser from time to time.

(g) Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, during construction of the Project and so long as the Series 2010 Bonds are outstanding, the Issuer will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the Issuer, and during such construction will require each contractor and subcontractor to carry insurance, of such types and in such amounts as the Purchaser may specify, with insurance carriers or bonding companies acceptable to the Purchaser.

Section 5.06. Statutory Mortgage Lien. For the further protection of the Holder of the Series 2010 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Series 2010 Bonds.

Section 5.07. Events of Default. Each of the following events is hereby declared an "Event of Default":

- (a) Failure to make payment of any monthly amortization installment upon the Series 2010 Bonds at the date specified for payment thereof; and
- (b) Failure to duly and punctually observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Series 2010 Bonds or herein, or violation of or failure to observe any provision of any pertinent law.

Section 5.08. Enforcement. Upon the happening of any Event of Default specified above, then, and in every such case, the Purchaser may proceed to protect and enforce its rights by an appropriate action in any court of competent jurisdiction, either for the specific performance of any covenant or agreement, or execution of any power, or for the enforcement of any proper legal or equitable remedy as shall be deemed most effectual to protect and enforce such rights.

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

Section 5.09. Fiscal Year; Budget. While the Series 2010 Bonds are outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than 30 days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

If for any reason the Issuer shall not have adopted the Annual Budget before the 1st day of any Fiscal Year, it shall adopt a Budget of Current Expenses from month to month until the adoption of the Annual Budget; provided, however, that no such monthly budget shall exceed the budget for the corresponding month in the next year preceding by more than 10%; and provided further, that adoption of a Budget of Current Expenses shall not constitute compliance with the covenant to adopt an Annual Budget unless failure to adopt an Annual Budget be for a reason beyond the control of the Issuer. Each such Budget of Current Expenses shall be mailed immediately to the Purchaser.

Section 5.10. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to

completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer on file with the Recorder on the date of adoption hereof, subject to permitted changes.

Section 5.11. Books and Records; Audits. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and the Purchaser shall have the right at all reasonable times to inspect the System and all records, accounts and data of the Issuer relating thereto.

The Issuer shall, at least once a year, cause said books, records and accounts of the System to be properly audited by an independent competent firm of certified public accountants and shall mail a copy of such audit report to the Purchaser. The Issuer shall further comply with the Act with respect to such books, records and accounts.

Section 5.12. Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and maintain the System as a revenue-producing utility as herein provided so long as the Series 2010 Bonds are outstanding.

Section 5.13. No Competition. To the extent legally allowable, the Issuer will not permit competition with the System within its boundaries or within the territory served by it and will not grant or cause, consent to or allow the granting of any franchise, permit or other authorization for any person, firm, corporation, public or private body, agency or instrumentality whatsoever to provide any of the services supplied by the System within the boundaries of the Issuer or within the territory served by the System.

ARTICLE VI

RATES, ETC.

Section 6.01. Initial Schedule of Rates and Charges; Rules. A. The initial schedule of rates and charges for the services and facilities of the System, subject to change consonant with the provisions hereof, shall be as set forth in a water rate ordinance of the Issuer enacted December 10, 2007 which rates are incorporated herein by reference as a part hereof.

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

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

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

and revenues so received shall be deposited and accounted for in the same manner as other Revenues of the System.

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

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

ARTICLE VII

MISCELLANEOUS

Section 7.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holder of the Series 2010 Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 2010 Bonds, the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2010 Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Except through such direct payment to the Holder of the Series 2010 Bonds, the Issuer may not defease the Series 2010 Bonds or otherwise provide for payment thereof by escrow or like manner.

Section 7.02. Modification or Amendment. Prior to issuance of the Series 2010 Bonds, this Ordinance may be amended or supplemented in any way by ordinance or resolution. Following issuance of the Series 2010 Bonds, no modification or amendment of this Ordinance, or any ordinance or resolution amendatory hereof or supplemental hereto, shall be made without the prior written consent of the Purchaser.

Section 7.03. Delivery of Bonds. The Mayor is hereby authorized and directed to cause the Series 2010 Bonds, hereby awarded to the Purchaser pursuant to prior agreement, to be delivered to the Purchaser as soon as the Purchaser will accept such delivery.

Section 7.04. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions hereof should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Series 2010 Bonds.

Section 7.05. Conflicting Provisions Repealed. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions hereof are, to the extent of such conflicts, hereby repealed; provided that this section shall not be applicable to the Loan Resolution (Form FmHA 442-47).

Section 7.06. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 7.07. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption and enactment of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable

thereto; and that the Mayor, Recorder and members of the Governing Body were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

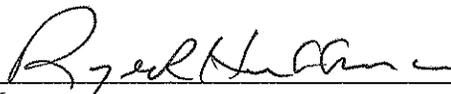
Section 7.08. Effective Time. This Bond Legislation shall take effect following public hearing hereon in accordance with the Act.

Section 7.09. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Bond Legislation, determined by the Council to contain sufficient information as to give notice of the contents hereof, shall be published once a week for two successive weeks within a period of fourteen consecutive days, with at least six full days intervening between each publication, in *Times West Virginia* being qualified newspapers of general circulation in the Town of Monongah, no newspaper being published therein, together with a notice stating that this Ordinance has been adopted, and that the Issuer contemplates the issuance of the Bonds, and that any person interested may appear before the Council upon a date certain, not less than ten days subsequent to the date of the first publication of the said abstract and notice and not prior to the last date of such publication, and present protests, and that a certified copy of the Ordinance is on file in the office of the Recorder of the Issuer for review by interested parties during regular office hours. At such hearing, all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper in the premises.

Passed on First Reading: January 25, 2010

Passed on Second Reading: February 8, 2010

Passed on Final Reading
Following Public Hearing: February 22, 2010



Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the TOWN OF MONONGAH on the 22nd day of February, 2010.

Dated: April 15, 2010

[SEAL]

Patty McCombs
Recorder

TOWN OF MONONGAH

Water Revenue Bonds, Series 2010 A; and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION MAKING PROVISIONS AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2010 A AND WATER REVENUE BONDS, SERIES 2010 B OF THE TOWN OF MONONGAH, AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the council (the "Governing Body") of the Town of Monongah (the "Issuer") has duly and officially adopted and enacted a bond ordinance, February 22, 2010 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE PAYMENT OF THE WATERWORKS SYSTEM REFUNDING BOND ANTICIPATION NOTES, SERIES 2006 AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO THE EXISTING WATERWORKS SYSTEM OF THE TOWN OF MONONGAH, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$3,798,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2010 A (UNITED STATES DEPARTMENT OF AGRICULTURE); AND THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$2,173,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2010 B (UNITED STATES DEPARTMENT OF AGRICULTURE); DEFINING AND PRESCRIBING THE TERMS AND

PROVISIONS OF THE BONDS; PROVIDING
GENERALLY FOR THE RIGHTS AND
REMEDIES OF AND SECURITY FOR THE
HOLDER OF THE BONDS; AND PROVIDING
WHEN THIS ORDINANCE SHALL TAKE
EFFECT

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

WHEREAS, the Bond Ordinance provides for the issuance of Water Revenue Bonds, Series 2010 A, of the Issuer (the "Series 2010 A Bonds"), in an aggregate principal amount not to exceed \$3,798,000, and has authorized the execution and delivery of the documents relating to the Bonds, all in accordance with Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (collectively, the "Act");

WHEREAS, the Bond Ordinance provides for the issuance of Water Revenue Bonds, Series 2010 B, of the Issuer (the "Series 2010 B Bonds"), in an aggregate principal amount not to exceed \$2,173,000, and has authorized the execution and delivery of the documents relating to the Bonds, all in accordance with Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (collectively, the "Act");

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

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

Section 1. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the following bonds of the Issuer:

A. Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), of the Issuer, originally represented by a single Bond, numbered AR-1 in the principal amount of \$3,798,000. The Series 2010 A Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 4.125% per annum, interest only payable in monthly installments for the first 24 months commencing 30 days following delivery of the Series 2010 A Bonds and continuing on the corresponding day of each month and, thereafter, principal and interest are payable in monthly installments of \$16,522 on the corresponding day of each month, except that the final installment shall be paid at the end of forty (40) years from the date of the Series 2010 A Bonds, in the sum of the unpaid principal and interest due on the date thereof, except that prepayments may be made as hereinafter provided and as provided in the Series 2010 A Bonds, all such payments to be made at the National Finance Office, St. Louis, Missouri 63103, or at such other place as the Purchaser may designate after issuance of the Series 2010 A Bonds. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer.

B. Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), of the Issuer, originally represented by a single Bond, numbered BR-1 in the principal amount of \$173,000. The Series 2010 B Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 3.25% per annum, interest only payable in monthly

installments for the first 24 months commencing 30 days following delivery of the Series 2010 B Bonds and continuing on the corresponding day of each month and, thereafter, principal and interest are payable in monthly installments of \$663 on the corresponding day of each month, except that the final installment shall be paid at the end of forty (40) years from the date of the Series 2010 B Bonds, in the sum of the unpaid principal and interest due on the date thereof, except that prepayments may be made as hereinafter provided and as provided in the Series 2010 B Bonds, all such payments to be made at the National Finance Office, St. Louis, Missouri 63103, or at such other place as the Purchaser may designate after issuance of the Series 2010 B Bonds. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer.

Section 2. The estimated maximum cost to pay the Prior Notes and the acquisition and construction of the Project is \$6,029,000, of which approximately \$3,798,000 will be obtained from the proceeds of sale of the Series 2010 A Bonds, up to \$173,000 will be obtained from the proceeds of the sale of the Series 2010 B Bonds and \$2,058,000 will be obtained as a grant from the Purchaser.

Section 3. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered on or about April 15, 2010, to the Purchaser.

Section 4. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Series 2010 A Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 5. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project.

Section 6. The Issuer does hereby appoint and designate Huntington National Bank, Monongah, West Virginia, to serve as Depository Bank under the Bond Ordinance.

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

Section 8. This Supplemental Resolution shall be effective immediately following adoption hereof.

[Remainder of Page Intentionally Blank]

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of Monongah on the 12th day of April, 2010.

Dated: April 15, 2010.

[SEAL]

Patty McCombes
Recorder

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

Case No.: 08-0296-W-CN

MONONGAH MUNICIPAL WATER WORKS

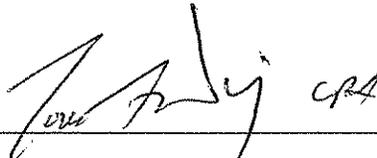
Application for a certificate of convenience and necessity to construct water system improvements.

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

AFFIDAVIT

I, Todd Dingess, CPA, after making an oath of affirmation to tell the truth, say that, I have reviewed the Recommended Decision of the Public Service Commission of West Virginia in Case No. 08-0296 entered September 30, 2008, approving (a) a \$786,000 RUS grant, and (b) a \$3,798,000 RUS loan at the rate of 4.25% for a term of 40 years, and based upon all the information that has been provided to me, to date, I am of the opinion that the rates and charges for the District (i) are not affected by the revised funding consisting of (a) a \$786,000 RUS grant, (b) a \$3,797,500 RUS loan at the rate of 4.0% for a term of 40 years; (c) a \$1,272,050 RUS grant; and (d) a \$173,000 RUS loan at the rate of 3.25% for a term of 40 years; and (ii) will be sufficient to provide revenues which, together with other revenues of the System, will allow me to provide the CPA certification required for the issuance of the Bonds.

This Affidavit is executed on the 11th day of March 2010.



Todd Dingess, CPA
Smith Cochran & Hicks

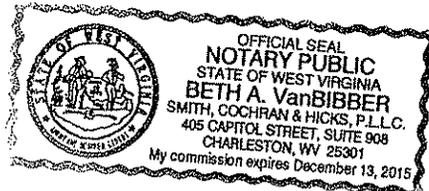
Taken, subscribed and sworn to before me this 11th day of March 2010.

My commission expires 12/13/15.



Notary Public

[SEAL]



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

March 27, 2008

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

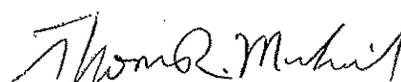
Re: Case No. 08-0296-W-CN

RECEIVED
2008 MAR 28 AM 8 53
WVA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

Dear Ms. Squire:

Enclosed for filing please find thirteen (13) copies of the *Affidavit of Publication of the Amended Notice of Filing* in the above-referenced case.

Yours truly,



Thomas R. Michael
WV Bar No. 2546

TRM/vlm
Enclosure

cc, without enclosure: Roger Huffman, Mayor, Town of Monongah

AFFIDAVIT OF PUBLICATION

007955

State of West Virginia

County of Marion, to wit:

I, Juli Ann M Sell, being first duly sworn upon my oath, do dispose and say that I am Legal Clerk of the **TIMES WEST VIRGINIAN** a corporation, publisher of the newspaper entitled the **TIMES WEST VIRGINIAN** an Independent news- paper:

that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below, that such newspaper is regularly published daily except Saturday and Sunday, for at least fifty weeks during the calendar year, in the Municipality of Fairmont, Marion County, West Virginia; that such newspaper is a newspaper of "general circulation," as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforementioned municipality and Marion County; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial or social nature, and for current happenings, announcements, miscellane- ous reading matter, advertisements and other notices.

that the annexed notice of P.S.C - Monongah- was duly published in said newspaper once Week for 1 successive Week (Class I), commencing with the issue of the 11 day of March, 2008, and ending with the issue of the 11 day of March 2008, and was posted at the front door of the Marion County Courthouse on the 11 day of March 2008; that said annexed notice was published on the following dates: March 11 2008 and the cost of publishing said annexed notice as aforesaid was \$ 176⁷²

Taken, subscribed and sworn to before me in said county this 25 day of March, 2008

My commission expires April 21 2009
NOTARY PUBLIC
STATE OF WEST VIRGINIA
TONIA RIGER
300 QUINCY STREET
FAIRMONT, WV 26554
My commission expires April 21, 2009

Juli Ann M Sell

Toni A. Riger
Notary Public of Marion County, West Virginia

Legals

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

Entered by the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 6th day of March 2008. CASE NO.: 08-0296-W-CN

MONONGAH MUNICIPAL WATER WORKS Monongah, WV 26547. Application for a certificate of convenience and necessity to construct water system improvements.

AMENDED NOTICE OF FILING

WHEREAS, on March 5, 2008, Monongah Municipal Water Works, filed an application duly verified, for a Certificate to upgrade the existing water treatment facility and water distribution system, in and around the Town of Monongah, in the County of Marion, The application is on file with and available for public inspection at the Public Service Commission, 201 Brooks Street, in Charleston, West Virginia.

WHEREAS, Monongah Municipal Water Works estimates that construction will cost approximately \$4,584,000.00. It is proposed that the construction will be financed as follows: a grant from Rural Utilities Service in the amount of \$786,000.00; a loan from Rural Utilities Service in the amount of \$3,798,000.00 at an interest rate of 4.25% for a period of forty years. There is no project-related rate increase.

Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing.

Pursuant to §24-2-11, West Virginia Code, IT IS

FURTHER ORDERED that the Monongah Municipal Water Works give notice of the filing of said application, by publishing a copy of this order once in a newspaper duly qualified by the Secretary of State, published and of general circulation in Marion County, making due return to this Commission of proper certification of publication immediately after publication. Anyone desiring to protest or intervene should file a written protest or notice of intervention within 30 days following the date of this publication unless otherwise modified by Commission order. Failure to timely protest or intervene can affect your right to protest aspects of this certificate case, including any associated rate increases, or to participate in future proceedings. All protests or requests to intervene should briefly state the reason for the protest or intervention. Requests to intervene must comply with the Commission's rules on intervention set forth in the Commission's Rules of Practice and Procedure. All protests and interventions should be addressed to Sandra Squire, Executive Secretary, PO Box 812, Charleston, West Virginia, 25323. IT IS FURTHER ORDERED that if no protests are received within said thirty (30) day period, the commission may waive formal hearing and grant the application based on the evidence submitted with said application and its review thereof. Sandra Squire, Executive Secretary, times: March 11, 2008

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

Entered: September 30, 2008

FINAL

10/20/2008

CASE NO. 08-0296-W-CN

MONONGAH MUNICIPAL WATER WORKS,
a municipally operated public water utility; .

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

RECOMMENDED DECISION

PROCEDURE

On March 5, 2008, Monongah Municipal Water Works (Monongah), a municipally operated public water utility, filed an application with the Public Service Commission of West Virginia under *West Virginia Code* §24-2-11 for a certificate of public convenience and necessity to construct improvements to its water system. Monongah has estimated that the project will cost approximately \$4,584,000, to be funded with a \$786,000 grant from the United States Department of Agriculture Rural Utilities Service (RUS) and with a \$3,798,000 loan from the RUS, bearing interest at the rate of 4.25% for a term of 40 years. Monongah indicated that the project would not require a rate increase.

Also on March 5, 2008, as amended on March 6, 2008, the Commission required that Monongah publish the Amended Notice of Filing once in a newspaper duly qualified by the Secretary of State, published and generally circulated in Marion County, providing a 30-day protest period. The Amended Notice of Filing also provided that, if no protests were received within the 30-day protest period, the Commission may waive formal hearing and grant the certificate based upon its review of the evidence submitted with the application. Responding thereto, on March 28, 2008, Monongah submitted a publication affidavit indicating that it had published the Amended Notice of Filing on March 11, 2008, in the *Times-West Virginian*, a newspaper published and generally circulated in Marion County. On April 10, 2008, citing its ability to provide Monongah with all of the water it needs, including Monongah's resale customers, the City of Fairmont (Fairmont) filed a protest and petition to intervene.

On April 2, 2008, Staff Attorney C. Terry Owen, Esquire, submitted the Initial Joint Staff Memorandum, attaching the March 31, 2008 Initial Internal Memorandum from Utilities Analyst

Karen L. Buckley, Water and Wastewater Division, and from Technical Analyst Joseph Marakovits, Engineering Division, indicating that, once it had completed its investigation, Commission Staff would submit a final substantive recommendation. Commission Staff indicated that Monongah needed to submit additional information and documents before Staff can complete its evaluation of the application. Staff also reported that the application is for the same project for which Monongah applied for a certificate and later withdrew its application in Case No. 06-1262-W-CN, Recommended Decision entered April 2, 2007. Staff opined that, since Monongah had passed a rate ordinance on December 10, 2007, increasing its rates by 48.85%, the revenues generated by Monongah's existing rates are sufficient to cover the costs of operation after the project is completed. Also, Staff reported that Monongah is requesting approval of Water Purchase and Transportation Agreements with the Coon's Run Public Service District (District), the Town of Worthington (Worthington) and the Town of Farmington (Farmington) in this proceeding.

By the April 16, 2008 Commission Referral Order, the Commission referred this case to the Division of Administrative Law Judges (ALJ Division) for decision on or before October 1, 2008. Responding to all of the above, by the June 18, 2008 Procedural Order, the Administrative Law Judge (ALJ) adopted a procedural schedule to process and resolve this matter, including a Monday, July 21, 2008 hearing date.

On June 26, 2008, Monongah moved the ALJ to continue the hearing date due to a conflict in the scheduling of a material witness for Monongah. Responding thereto, by the June 27, 2008 Order Canceling Hearing and Adopting New Procedural Schedule, the ALJ canceled the procedural schedule adopted by the June 18, 2008 Procedural Order, including the Monday, July 21, 2008 hearing date, and adopted a new procedural schedule to process and resolve this matter, including an August 4, 2008 hearing date. The June 27, 2008 Order also required that Monongah publish the Notice of Hearing, attached to the June 27, 2008 Order as Appendix A, once a week for two (2) consecutive weeks, in a newspaper duly qualified by the Secretary of State, published and generally circulated in Marion County, with the second publication occurring no later than seven (7) days prior to the hearing.

On July 21, 2008, Staff Attorney Owen submitted the Final Joint Staff Memorandum, attaching the July 21, 2008 Final Internal Memorandum from Utilities Analyst Buckley and Technical Analyst Marakovits. Together, these Memoranda comprise Commission Staff's final substantive recommendation. Staff related that Monongah proposed a \$4,584,000 project to upgrade its treatment plant (Contract 1) and distribution system (Contract 2) to correct deficiencies which place Monongah's water system in violation of the West Virginia Bureau of Public Health regulations and the Safe Drinking Water Act. The construction cost is estimated at \$3,389,421. Fairmont intervened in this proceeding, proposing to sell water to Monongah instead of Monongah rebuilding its system. Staff voiced its concern that the cost estimates may be too low, since they were based on costs obtained from a previous filing that Monongah withdrew. Monongah has secured financing for the project, comprised of a \$786,000 RUS grant and a \$3,798,000 RUS loan bearing interest at the rate of 4.25% for 40 years. The loan will require that Monongah establish and maintain a renewal and replacement fund equal to 2.5% of operating revenues, or \$18,326. Since Monongah adopted a rate

ordinance in December 2007 which increased rates by 48.85%, the project, as proposed, will not require a rate increase. In order to pay project costs during the planning phase, Monongah issued bond anticipation notes (BAN) and refunding bond anticipation notes (RBAN), proposing to repay the BANs and RBANs by issuing revenue bonds. The filing included a verification from the RUS for the funding.

Staff reported that the plans and specifications were approved by the West Virginia Office of Environmental Health Services, which issued Permit Nos. 16,873 and 17,979 for the project. The plans and specifications do not conflict with Commission rules and regulations. The project is necessary to improve Monongah's existing treatment plant, which was built in the early 1950s, and its distribution system, which dates back to the 1920s. The treatment plant has inadequate filter backwash capability and lacks proper pumping facilities. Monongah's customers suffer from inadequate water pressure and volume and substandard or non-existent fire protection service. Staff opined that the project is the most cost-effective alternative to provide potable water to Monongah's existing customers and the surrounding areas. The project will not increase operation and maintenance (O&M) expenses and may actually decrease O&M expenses. Staff compared Monongah's cost of service after the project with Fairmont's proposal to sell Monongah water and found that it was more cost-effective for Monongah to build the project, i.e., Monongah's O&M expenses after the project is built would be \$256,490, while Monongah's O&M expenses, if it purchases water from Fairmont, would be \$548,409.

Staff related that the application includes obtaining the Commission's permission to enter into the water purchase and transportation agreements with the District, Worthington and Farmington, i.e., after the project is completed, the District, Worthing and Farmington will purchase water for resale from Monongah. Currently those three entities purchase water from Fairmont. Staff noted that Fairmont intended to increase its resale rate to \$2.70 per 1,000 gallons, while Monongah's resale rate would be \$2.59 per 1,000 gallons. After the project is built, Monongah will have a \$142,116 cash flow surplus and a 237.16% debt service coverage factor. Staff attached a recommended tariff for Monongah to use as a model for its next rate ordinance, to bring Monongah's tariff language into compliance with the Commission's rules and regulations, including a provision for disconnect, reconnect and administrative fees.

Staff recommended approving the project, including the proposed financing. Should the project's plans, scope or financing change, Monongah must notify the Commission and obtain separate Commission approval for those changes prior to construction, except that a change in project costs which does not affect rates only requires that Monongah file a verification from a certified public accountant or bond counsel that rates will not be affected by the change. Monongah must provide the Commission with a copy of the project engineer's certified bid tabulations for each contract associated with the project and submit to the Commission the certificate of substantial completion for all contracts associated with the project.

On August 4, 2008, the ALJ convened the hearing as scheduled. Monongah appeared at hearing by counsel, Thomas R. Michael, Esquire; Commission Staff appeared by counsel, Staff

Attorney Cassius H. Toon, Esquire; and the Intervenor, Fairmont, appeared by counsel, Kevin Sansalone, Esquire. No one else appeared at the hearing to protest or otherwise be heard. Monongah presented two exhibits. Fairmont announced that it does not have any objections to Commission Staff's final substantive recommendation that the certificate be approved. Monongah likewise stated that it agreed with Staff's recommendation.

On August 6, 2008, the reporter submitted an eight-page transcript and a one-page certificate that the transcript is a true and accurate record of the August 4, 2008 hearing.

Although given the opportunity to do so under *West Virginia Code* §24-1-9(b), the parties did not file any post-hearing written legal arguments, briefs or proposed findings of fact and conclusions of law.

EVIDENCE

The only evidence presented at the hearing was two publication affidavits. Monongah Exhibit No. 1 shows that the Amended Notice of Filing was published in the *Times West Virginian*, a newspaper published and generally circulated in Marion County, on March 11, 2008. Monongah Exhibit No. 2 shows that the Notice of Hearing was published in the *Times West Virginian* on July 7 and 14, 2008. (Monongah Exhibit Nos. 1 and 2).

The parties stipulated to Commission Staff's final substantive recommendation filed on July 21, 2008, as summarized above.

DISCUSSION

Having considered all of the above, since Fairmont has withdrawn its objection to the certificate application and has agreed to Staff's final substantive recommendation, this matter will be treated as an unprotested certificate application, i.e., the ALJ will base his decision on the application, the evidence submitted with the application and Commission Staff's investigation and evaluation of the application.

The public convenience and necessity require the project, since Monongah's current system violates state and federal requirements and is not providing adequate service to the customers. Monongah has obtained commitments for the proposed financing for the project, including a \$786,000 RUS grant and a \$3,798,000 RUS loan bearing interest at the rate of 4.25% for 40 years. Accordingly, the ALJ will grant the certificate and approve the financing for the project. The ALJ will also approve Staff's other recommendations, including the Agreements with the District, Worthington and Farmington.

FINDINGS OF FACT

1. Monongah Municipal Water Works filed an application with the Commission under *West Virginia Code* §24-2-11 for a certificate of public convenience and necessity to construct improvements to its water system, estimating that the project will cost approximately \$4,584,000, to be funded with a \$786,000 RUS grant and a \$3,798,000 RUS loan, bearing interest at the rate of 4.25% for a term of 40 years. The project will not require a rate increase. (See, March 5, 2008 application).
2. Monongah published the Amended Notice of Filing on March 11, 2008, in the *Times West Virginian*, a newspaper published and generally circulated in Marion County, providing a 30-day protest period. The Amended Notice of Filing provided that, if no protests were received within the 30-day protest period, the Commission may waive formal hearing and grant the certificate based upon its review of the evidence submitted with the application. Monongah published the Notice of Hearing on July 7 and 14, 2008, in the *Times West Virginian*. (See, Monongah Exhibit Nos. 1 and 2).
3. Citing its ability to provide Monongah with all of the water it needs, including Monongah's resale customers, the Fairmont filed a protest and petition to intervene. (See, April 10, 2008 filing).
4. At hearing, Fairmont withdrew its protest and accepted Commission Staff's final substantive recommendation. (See, Tr., pp. 1-8).
5. Staff recommended that the Commission approve Monongah's request to enter into water purchase and transportation agreements the District, Worthington and Farmington in this proceeding. (See, April 2, 2008 Initial Joint Staff Memorandum, with attachment; July 21, 2008 Final Joint Staff Memorandum, with attachments).
6. Monongah's current treatment plant and distribution system contain numerous deficiencies which place Monongah's water system in violation of the West Virginia Bureau of Public Health's regulations and the Safe Drinking Water Act. (See, July 21, 2008 Final Joint Staff Memorandum, with attachments).
7. Monongah has secured financing for the project, comprised of a \$786,000 RUS grant and a \$3,798,000 RUS loan bearing interest at the rate of 4.25% for 40 years. The loan will require that Monongah establish and maintain a renewal and replacement fund equal to 2.5% of operating revenues, or \$18,326. (See, July 21, 2008 Final Joint Staff Memorandum, with attachments).
8. Monongah adopted a rate ordinance in December 2007 which increased rates by 48.85%, which will cover Monongah's cost of service after the project is operational. (See, July 21, 2008 Final Joint Staff Memorandum, with attachments).

9. The plans and specifications were approved by the West Virginia Office of Environmental Health Services, which issued Permit Nos. 16,873 and 17,979 for the project. The plans and specifications do not conflict with Commission rules and regulations. (See, July 21, 2008 Final Joint Staff Memorandum, with attachments).

10. The project will improve Monongah's existing treatment plant, which was built in the early 1950s, and its distribution system, which dates back to the 1920s. The treatment plant has inadequate filter backwash capability and lacks proper pumping facilities. Monongah's customers suffer from inadequate water pressure and volume and substandard or non-existent fire protection service. (See, July 21, 2008 Final Joint Staff Memorandum, with attachments).

11. Commission Staff concluded that the project is the most cost-effective alternative to provide potable water to Monongah's existing customers and the surrounding areas. The project will not increase O&M expenses and may actually decrease them. Monongah's O&M expenses after the project is built would be \$256,490, while Monongah's O&M expenses, if it purchased water from Fairmont, would be \$548,409. (See, July 21, 2008 Final Joint Staff Memorandum, with attachments).

12. After the project is built, Monongah will have a \$142,116 cash flow surplus and a 237.16% debt service coverage factor. (See, July 21, 2008 Final Joint Staff Memorandum, with attachments).

13. Staff recommended approving the project, including the proposed financing. Should the project's plans, scope or financing change, Monongah must notify the Commission and obtain separate Commission approval for those changes prior to construction, except that a change in project costs which does not affect rates only requires that Monongah file a verification from a certified public accountant or bond counsel that rates will not be affected by the change. Monongah must provide the Commission with a copy of the project engineer's certified bid tabulations for each contract associated with the project and submit to the Commission the certificate of substantial completion for all contracts associated with the project.

CONCLUSIONS OF LAW

1. The public convenience and necessity require the project.
2. Since the public convenience and necessity require the project, it is reasonable to grant the certificate application.
3. It is reasonable to approve the proposed financing for the project.
4. Should the scope, plans or financing for the project change, the Authority must obtain prior Commission approval before commencing construction. Changes in project costs do not require separate approval if those changes do not affect rates and the Authority submits an affidavit from a certified public accountant to this effect.

5. It is also reasonable to approve Staff's other recommendations, including the Agreements with the District, Worthington and Farmington.

ORDER

IT IS, THEREFORE, ORDERED that the application for a certificate of public convenience and necessity filed with the Commission on March 5, 2008, by Monongah Municipal Water Works, pursuant to *West Virginia Code* §24-2-11, to construct improvements to Monongah's water system, be, and hereby is, granted.

IT IS FURTHER ORDERED that the financing for the project, totaling \$4,548,000 and comprised of a \$786,000 RUS grant and a \$3,798,000 RUS loan, bearing interest at the rate of 4.25% for a term of 40 years, be, and hereby is, approved.

IT IS FURTHER ORDERED that the water purchase and transportation agreements between Monongah Municipal Water Works and the Coon's Run Public Service District, the Town of Worthington and the Town of Farmington, thereby making those three entities resale customers of Monongah after the project is operational, be, and hereby are, approved. No later than thirty (30) days from the date that this Recommended Decision becomes final, Monongah Municipal Water Works shall file a revised copy of each of the three Agreements duly executed by all parties.

IT IS FURTHER ORDERED that, should the scope, plans or financing for the project change, Monongah must obtain prior Commission approval before commencing construction. Changes in project cost do not require separate approval if those changes do not affect rates and Monongah submits an affidavit from a certified public accountant to this effect.

IT IS FURTHER ORDERED that Monongah submit a copy of the bids to the Commission, making the bids a part of the Commission's file in this case, as soon as the bids are tabulated.

IT IS FURTHER ORDERED that Monongah notify the Commission when the project engineer has performed the substantial completion inspection.

IT IS FURTHER ORDERED that, if this project requires the use of Division of Highways' rights-of-way, Monongah comply with all rules and regulations of the Division of Highways regarding the use of those rights-of-way.

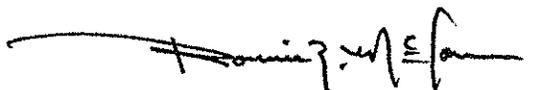
IT IS FURTHER ORDERED that this matter be, and hereby is, removed from the Commission's docket of open cases.

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

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

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

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



Ronnie Z. McCann
Deputy Chief Administrative Law Judge

RZM:s
080296ab.wpd

LOAN RESOLUTION
(Public Bodies)A RESOLUTION OF THE Town CouncilOF THE Town of MonongahAUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
Water System Improvements Project

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO

WHEREAS, it is necessary for the Town of Monongah
(Public Body)

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

THREE MILLION SEVEN HUNDRED NINETY-EIGHT THOUSAND AND XX / 100 DOLLARSpursuant to the provisions of Chapter 8, Article 13 of the West Virginia Code; and

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

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

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

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities, and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 786,000.00

under the terms offered by the Government; that Mayor

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

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

Yeas 4 Nays 0 Absent 1

IN WITNESS WHEREOF, the Town Council of the

Town of Monongah has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this 11th day of August, 2003

Town of Monongah

(SEAL)

By Roger Huffman
Roger Huffman

Title Mayor

Attest: Patty McCombs

Title recorder

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the Town of Monongah
 hereby certify that the Town Council of such Association is composed of
 _____ members, of whom _____ constituting a quorum, were present at a meeting thereof duly called and
 held on the _____ day of _____; and that the foregoing resolution was adopted at such meeting
 by the vote shown above, I further certify that as of _____,
 the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
 rescinded or amended in any way.

Dated, this _____ day of _____

Roger Hudson

Title Mayor

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Town Council

OF THE Town of Monongah

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

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO

WHEREAS, it is necessary for the Town of Monongah
(Public Body)

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

ONE HUNDRED SEVENTY-THREE THOUSAND AND XX / 100 DOLLARS (\$173,000.00)

pursuant to the provisions of Chapter 8, Article 13 of the West Virginia Code ; and

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

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

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

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities, and replacement of short lived assets.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 1,272,000.00

under the terms offered by the Government; that Mayor

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

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

Yeas 3 Nays 2 Absent 2

IN WITNESS WHEREOF, the Town Council of the

Town of Monongah has duly adopted this resolution and caused it

to be executed by the officers below in duplicate on this _____ day of _____, _____

Town of Monongah

(SEAL)

By Roger Huffman
Roger Huffman

Attest: Patty McCombs

Title Mayor

Title Recorder

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the Town of Monongah _____
 hereby certify that the Town Council _____ of such Association is composed of
 _____ members, of whom _____ constituting a quorum, were present at a meeting thereof duly called and
 held on the _____ day of _____, _____; and that the foregoing resolution was adopted at such meeting
 by the vote shown above, I further certify that as of _____,
 the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
 rescinded or amended in any way.

Dated, this _____ day of _____, _____

Byrd Hudson

Title Mayor

TOWN OF MONONGAH

Water Revenue Bonds, Series 2010 A and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)

RECEIPT FOR BONDS

The undersigned, authorized representative of the United States Department of Agriculture, Rural Utilities Service, for and on behalf of the United States of America (the "Purchaser"), hereby certifies this 15th day of April, 2010 as follows:

1. On the 15th day of April, 2010, at Monongah, West Virginia, the undersigned received for the Purchaser the single, fully registered Town of Monongah Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), No. AR-1, in the principal amount of \$3,798,000, dated the date hereof, bearing interest at the rate of 4.125% per annum, payable in monthly installments of \$16,522 and the single fully registered Town of Monongah Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), No. BR-1, in the principal amount of \$173,000 dated the date hereof, bearing interest at the rate of 3.25% per annum, payable in monthly installments of \$633 (collectively, the "Bonds"). The Bonds represent the entire above-captioned Bond issues.

2. At the time of such receipt, the Bonds have been executed and sealed by the designated officials of the Town of Monongah (the "Issuer").

3. At the time of such receipt, there was paid to the Issuer the sum of \$381,900 being a portion of the principal amount of the Series 2010 A Bonds. Further advances of the balance of the principal amount of the Bonds will be paid to the Issuer as acquisition and construction of the Project progresses.

4. At the time of such receipt, there was paid to the Issuer the sum of \$18,300 being a portion of the principal amount of the Series 2010 B Bonds. Further advances of the balance of the principal amount of the Bonds will be paid to the Issuer as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

WITNESS my signature on the day and year first written above.



Authorized Representative

04.27.09
612650.00005

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF MONONGAH
WATER REVENUE BONDS, SERIES 2010 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$3,798,000

No. AR-1

Date: April 15, 2010

FOR VALUE RECEIVED, the TOWN OF MONONGAH (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of THREE MILLION SEVEN HUNDRED NINETY EIGHT THOUSAND DOLLARS (\$3,798,000), plus interest on the unpaid principal balance at the rate of 4.125% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$16,522, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

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

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

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective

date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

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

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

This Bond is issued to (i) pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, (ii) pay a portion of the Waterworks System Bond Anticipation Notes, Series 2006, (the "Prior Notes"); and (iii) pay costs of issuance and related costs.

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

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

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 8, Article 19 of the West Virginia Code, as amended (the "Act"), and an Ordinance of the Borrower duly enacted on

February 22, 2010 as supplemented by Supplemental Resolution of the Issuer duly adopted on April 12, 2010, authorizing issuance of this Bond (collectively, the "Ordinance").

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

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S WATER REVENUE BONDS, SERIES 2010 B (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED APRIL 15, 2010, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$173,000, (THE "SERIES 2010 B BONDS") ISSUED SIMULTANEOUSLY HEREWITH.

[Remainder of Page Intentionally Blank]

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

TOWN OF MONONGAH

[CORPORATE SEAL]

Robert [Signature]
Mayor

Monongah, West Virginia

ATTEST:

Patty McCombs
Recorder

EXHIBIT A
RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) \$381,900	April 15, 2010	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ _____

(Form of Assignment)

ASSIGNMENT

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

Dated: _____, 20__.

In the presence of:

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF MONONGAH
WATER REVENUE BONDS, SERIES 2010 B
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$173,000

No. BR-1

Date: April 15, 2010

FOR VALUE RECEIVED, the TOWN OF MONONGAH (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of ONE HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$173,000), plus interest on the unpaid principal balance at the rate of 3.25% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of the Bond and continuing on the corresponding day of each month for the first 24 months after the date hereof, and \$663, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided hereinbelow. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

Every payment made on any indebtedness evidenced by this Bond shall be applied first to interest computed to the effective date of the payment and then to principal.

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

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

While this Bond is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the

Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment by Borrower and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

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

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

This Bond is issued to (i) pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks system of the Issuer, (ii) pay a portion of the Waterworks System Bond Anticipation Notes, Series 2006 (the "Prior Notes"); and (iii) pay costs of issuance and related costs.

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

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

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 8, Article 19 of the West Virginia Code, as amended (the "Act"), and a Ordinance of the Borrower duly adopted

February 22, 2010 as supplemented by Supplemental Resolution duly adopted by the Issuer on April 12, 2010, authorizing issuance of this Bond (the "Ordinance").

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

This Bond is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act of 1965, as amended. This Bond shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE BORROWER'S WATER REVENUE BONDS, SERIES 2010 A (UNITED STATES DEPARTMENT OF AGRICULTURE), DATED APRIL 15, 2010, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$3,798,000, (THE "SERIES 2010 A BONDS") ISSUED SIMULTANEOUSLY HERewith.

[Remainder of Page Intentionally Blank]

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

TOWN OF MONONGAH

[CORPORATE SEAL]

Byrd H. ...
Mayor

Monongah, West Virginia

ATTEST:

Patty McCord
Recorder

SPECIMEN

SPECIMEN

EXHIBIT A
RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) \$18,300	April 15, 2010	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ _____

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto

the within Bond and does hereby irrevocably constitute and appoint
_____, Attorney to transfer the said Bond on the books kept for
registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20__.

In the presence of:

TOWN OF MONONGAH

WATER REVENUE BONDS, SERIES 2010 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$3,798,000

REGISTRATION BOOKS

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

Bond No.	Date of Registration	In Whose Name Registered	Signature of Recorder of Registrar
AR-1	April 15, 2010	United States Department of Agriculture	<i>Patty McCombs</i>

612650.00005

TOWN OF MONONGAH

WATER REVENUE BONDS, SERIES 2010 B
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$173,000

REGISTRATION BOOKS

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

Bond No.	Date of Registration	In Whose Name Registered	Signature of Recorder of Registrar
BR-1	April 15, 2010	United States Department of Agriculture	<i>Patty McCombs</i>



Chase Tower, Eighth Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.stepto-johnson.com

Writer's Contact Information

April 15, 2010

Town of Monongah
Water Revenue Bonds, Series 2010 A
(United States Department of Agriculture)

Town of Monongah
Monongah, West Virginia

United States Department of Agriculture
Whitehall, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Town of Monongah, in Marion County, West Virginia (the "Issuer"), of its \$3,798,000 Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated the date hereof (the "Series 2010 A Bonds"), pursuant to Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (the "Act"), and a bond ordinance of the Issuer duly enacted on February 22, 2010, as supplemented by Supplemental Resolution duly adopted by the Issuer on April 12, 2010 (collectively, the "Bond Legislation"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

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

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

1. The Issuer is duly created and validly existing as a municipal corporation and political subdivision of the State of West Virginia with full power and authority to adopt and enact the Bond Legislation, perform the agreements on its part contained therein and issue and sell the Series 2010 A Bonds, pursuant to the provisions of the Act and other applicable provisions of law.

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

3. Pursuant to the Act, the Bond Legislation creates a valid lien on the Gross Revenues pledged by the Bond Legislation for the security of the Bonds, on a parity with the Issuer's Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated April 15 2010, in the original aggregate principal amount of \$173,000 issued simultaneously herewith.

4. The Series 2010 A Bonds have been duly authorized, executed and delivered by the Issuer and is a valid and binding special obligation of the Issuer, payable solely from the sources provided therefor in the Bond Legislation.

5. The Series 2010 A Bonds have not been issued on the basis that the interest, if any, thereon is or will be excluded from the gross income of the owners thereof for federal income tax purposes; therefore, the interest on the Series 2010 A Bonds is not excluded from gross income for federal income tax purposes. We express no opinion regarding other federal tax consequences arising with respect to the Series 2010 A Bonds.

6. The Series 2010 A Bonds are, under the Act, exempt from all taxation by the State of West Virginia, and the other taxing bodies of said State, and interest on the Series 2010 A Bonds is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

It is to be understood that the rights of the holder of the Series 2010 A Bonds and the enforceability of the Series 2010 A Bonds, the Bond Legislation and the liens and pledges set forth therein may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that the enforcement thereof may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,


STEPTOE & JOHNSON PLLC

April 15, 2010

Town of Monongah
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)

Town of Monongah
Monongah, West Virginia

United States Department of Agriculture
Whitehall, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Town of Monongah, in Marion County, West Virginia (the "Issuer"), of its \$173,000 Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), dated the date hereof (the "Series 2010 B Bonds"), pursuant to Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (the "Act"), and a bond ordinance of the Issuer duly enacted on February 22, 2010, as supplemented by Supplemental Resolution duly adopted by the Issuer on April 12, 2010 (collectively, the "Bond Legislation"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

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

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

1. The Issuer is duly created and validly existing as a municipal corporation and political subdivision of the State of West Virginia with full power and authority to adopt and enact the Bond Legislation, perform the agreements on its part contained therein and issue and sell the Series 2010 B Bonds, pursuant to the provisions of the Act and other applicable provisions of law.

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

3. Pursuant to the Act, the Bond Legislation creates a valid lien on the Gross Revenues pledged by the Bond Legislation for the security of the Bonds, on a parity with the Issuer's Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), dated April 15, 2010, in the original aggregate principal amount of \$3,798,000 issued simultaneously herewith.

4. The Series 2010 B Bonds have been duly authorized, executed and delivered by the Issuer and is a valid and binding special obligation of the Issuer, payable solely from the sources provided therefor in the Bond Legislation.

5. The Series 2010 B Bonds have not been issued on the basis that the interest, if any, thereon is or will be excluded from the gross income of the owners thereof for federal income tax purposes; therefore, the interest on the Series 2010 B Bonds is not excluded from gross income for federal income tax purposes. We express no opinion regarding other federal tax consequences arising with respect to the Series 2010 B Bonds.

6. The Series 2010 B Bonds are, under the Act, exempt from all taxation by the State of West Virginia, and the other taxing bodies of said State, and interest on the Series 2010 B Bonds is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

It is to be understood that the rights of the holder of the Series 2010 B Bonds and the enforceability of the Series 2010 B Bonds, the Bond Legislation and the liens and pledges set forth therein may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that the enforcement thereof may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,


STEPTOE & JOHNSON PLLC

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

April 15, 2010

Town of Monongah
Water Revenue Bonds, Series 2010 A; and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)

Town of Monongah
Monongah, West Virginia

United States Department of Agriculture
Whitehall, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

I am counsel to the Town of Monongah, a municipal corporation and political subdivision of the State of West Virginia in Marion County of said State (the "Issuer"). As such counsel, I have examined copies of the approving opinions of Steptoe & Johnson PLLC, as bond counsel, a Bond Ordinance of the Issuer duly enacted on February 22, 2010, as supplemented by Supplemental Resolution duly adopted by the Issuer on April 12, 2010 (collectively, the "Bond Legislation"), other documents and papers relating to the Issuer and the above-captioned Bonds of the Issuer (the "Bonds"). Terms used in the Bond Legislation and not otherwise defined herein shall have the same meanings as in the Bond Legislation when used herein.

I am of the opinion that:

1. The Issuer is duly created and validly existing as a municipal corporation and a political subdivision of the State of West Virginia.
2. The Mayor and Recorder and members of the Council of the Issuer have been duly, lawfully and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act in their respective capacities on behalf of the Issuer.
3. The Bond Legislation has been duly adopted and enacted by the Issuer and is in full force and effect.

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

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

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

Very truly yours,

A handwritten signature in cursive script that reads "Thomas R. Michael". The signature is written in dark ink and is positioned to the right of the typed name "Thomas R. Michael".

612650.00005

TOWN OF MONONGAH

Water Revenue Bonds, Series 2010 A; and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)

COMBINED CERTIFICATE OF ISSUER AND ATTORNEY ON:

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

We, the undersigned MAYOR and RECORDER of the Town of Monongah in Marion County, West Virginia (the "Issuer"), and the undersigned ATTORNEY for the Issuer, acting for the Issuer and in its name, hereby state and certify, on this the 15th day of April, 2010, in connection with the Town of Monongah Water Revenue Bonds, Series 2010 A (United States Department of Agriculture), No. AR-1, dated the date hereof, fully registered, in the principal amount of \$3,798,000 and bearing interest at the rate of 4.125% per annum (the "Series 2010 A Bonds") and the Town of Monongah Water Revenue Bonds, Series 2010 B (United States Department of Agriculture), No. BR-1, dated the date hereof, fully registered, in the principal amount of \$173,000 and bearing interest at the rate of 3.25% per annum (the "Series 2010 B Bonds") (collectively, the "Bonds" or the "Series 2010 Bonds"), as follows:

1. AUTHORIZATION AND AWARD OF BONDS: The undersigned are authorized to execute this certificate on behalf of the Issuer and are knowledgeable with respect to the matters set forth herein. The entire issue of the Bonds has been duly awarded to the United States of America, acting by the United States Department of Agriculture, Rural Utilities Service (the "Purchaser"), pursuant to a Letter of Conditions of the Purchaser, dated August 11, 2003, and all amendments thereto, and as appears in Section 7.03 of the Ordinance of the Issuer duly adopted February 22, 2010, as supplemented by Supplemental Resolution duly adopted on April 12, 2010, authorizing issuance of the Bonds (collectively, the "Ordinance" or "Bond Ordinance"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning as defined in the Ordinance when used herein. The Series 2010 Bonds are being issued to finance a portion of the cost of the acquisition and construction of the Project located within the boundaries of the Issuer.

2. NO LITIGATION: No controversy or litigation of any nature is now pending, or, to the knowledge of any of the undersigned, threatened, restraining, enjoining or affecting in any manner the issuance and delivery of the Bonds or receipt of any grant monies committed for the System; nor questioning the proceedings and authority by which the Issuer authorized the issuance and sale of the Bonds; nor in any way questioning or affecting the validity of the grants committed for the System or the Bonds, or any provisions made or authorized for the payment thereof, including, without limitation, the pledge or application of any monies or security therefor; nor questioning the existence, powers or proceedings of the Issuer or the Council of the Issuer (the "Governing Body") or the title of the members and officers thereof to their respective offices; nor questioning the operation of the System or the acquisition and construction of the Project, a portion of the cost of which is being financed out of the proceeds of sale of the Bonds; nor questioning the rates and charges provided for services of the System.

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

The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia entered on September 30, 2008 which became Final Order on October 20, 2008 in Case No. 08-0296-W-CN, granting to the Issuer a certificate of public convenience and necessity for the Project, and approving the financing for the Project. The time for appeal of the Order has expired prior to the date hereof. Such Order remains in full force and effect.

The Issuer has duly enacted a water rate ordinance on December 10, 2007 setting rates and charges for the System. The time for appeal of such ordinance has expired prior to the date hereof without any appeal and such rates are currently in full force and effect.

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

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

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

There are no outstanding obligations of the Issuer which will rank on a parity with the Series 2010 Bonds as to liens, pledge and source of and security for payment.

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

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

Bond Ordinance

Public Service Commission Orders

United States Department of Agriculture Letter of Conditions and Closing Instructions

United States Department of Agriculture Loan Resolutions

Specimen Series 2010 A Bond

Specimen Series 2010 B Bond

Town Charter

Oaths of Office of Officers and Council Members

Resolution on Open Governmental Proceedings

Water Rate Ordinance

Affidavit of Publication on Rate Ordinance

Affidavit of Publication on Bond Ordinance

Minutes on Adoption and Enactment of Bond Ordinance

Receipt of Depository Bank

Receipt and release of Prior Notes

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

<u>Name</u>	<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
Roger Huffman, Mayor	07/01/2009	06/30/2011
Patty McCombs, Recorder	07/01/2009	06/30/2011
Greg Vandetta	07/01/2009	06/30/2011
Donald Harris	07/01/2009	06/30/2011
Sanford Carr	07/01/2009	06/30/2011
Stephen Leach	07/01/2009	06/30/2011
Charles Pryor	07/01/2009	06/30/2011

The duly appointed and acting Attorney for the Issuer is Thomas R. Michael, of Lost Creek, West Virginia.

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

At the time of delivery of the Bonds, the amount of \$381,900 was received by the undersigned Mayor, being a portion of the entire principal amount of the Series 2010 A Bonds. Further advances of the balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

The Series 2010 A Bonds are dated the date hereof, and interest on advances of the principal thereof at the rate of 4.125% per annum is payable from the date of each such advance.

At the time of delivery of the Bonds, the amount of \$18,300 was received by the undersigned Mayor, being a portion of the principal amount of the Series 2010 B Bonds. Further advances of the balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

The Series 2010 B Bonds are dated the date hereof, and interest on advances of the principal thereof at the rate of 3.25% per annum is payable from the date of each such advance.

The Bonds and the entire proceeds thereof will be used for the purposes herein set forth and for no other purposes.

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

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

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

13. CONNECTIONS, ETC.: The Issuer will serve at least 1428 bona fide full-time users upon the Project on completion, in full compliance with the requirements and conditions of the Purchaser.

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

15. CONFLICT OF INTEREST: No member, officer or employee of the Issuer has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Bonds, the Bond Ordinance and/or the Project, including, without limitation, with respect to the Depository Bank, as defined in the Bond Ordinance. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

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

17. 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 MONONGAH on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

Ryan R. Sullivan

Mayor

Patty McCombes

Recorder

Thomas R. Michael

Attorney for Issuer

612650.00005

TOWN OF MONONGAH

Water Revenue Bonds, Series 2010 A; and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)

ENGINEER'S CERTIFICATE

I, Robert G. Belcher, Registered Professional Engineer, West Virginia License No.13093, of Chapman Technical Group, Ltd., St. Albans, West Virginia, hereby certify that my firm is the engineer for the acquisition and construction of certain additions, improvements and extensions (the "Project") to the existing waterworks system (the "System") of the Town of Monongah (the "Issuer"), to be acquired and constructed in Marion County, West Virginia, which acquisition and construction are being financed in whole or in part by the above-captioned bonds of the Issuer.

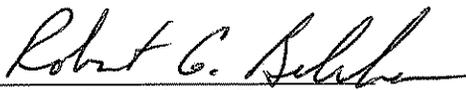
I further certify that the Project will, to the best of my knowledge, be constructed in accordance with plans and specifications prepared by my firm and that the System and the Project are situate wholly or chiefly within the boundaries of the Issuer.

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

WITNESS my signature on this 15th day of April 2010.

CHAPMAN TECHNICAL GROUP LTD.




Robert G. Belcher, P.E.
West Virginia License No. 13093

612650.00005

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LAWS AND ORDINANCES
FOR THE GOVERNMENT OF THE
TOWN OF MONONGAH
WEST VIRGINIA

*The Certificate of Incorporation, Including the Boundaries
of Said Town, All Ordinances of a General and
Prospective Nature Now In Force, With
an Appendix of Forms*

COMPILED AND REVISED
UNDER ORDER OF COUNCIL

JANUARY, 1926

OFFICERS
of the
TOWN OF MONONGAH
WEST VIRGINIA

Mayor
HARRY BENNETT

Recorder
WILLIAM E. HAGGERTY

Councilmen
JEFF FLANAGAN
P. F. BUCKLEY
JOHN BUCKLEY
JAMES McGRAW
J. W. CAIN

Sergeants
DONLEY SMITH

DECREE
OF THE
*Circuit Court of Marion County
West Virginia*

Granting Certificate of Incorporation to the
TOWN OF MONONGAH

In re TOWN OF MONONGAH—Upon proceedings to incorporate.

(Entered September 12, 1891)

The certificate required by law in proceedings to incorporate towns and villages having been presented this day at this term of the Court, subscribed and sworn to by A. J. Gaskins, J. E. Hall and B. F. Watkins, showing that a majority of the votes cast at an election held on the 12th day of September, 1891, within the proposed limits of the town of Monongah, partly in Grant and partly in Lincoln districts, Marion County, West Virginia, by the qualified voters residing within said limits or boundaries, was for the incorporation of said boundaries or territory; and satisfactory proof having been produced that all the provisions of chapter 47 of the Code of West Virginia, in relation to the incorporation of towns and villages, has been complied with, the clerk of this Court is hereby directed to issue a certificate of incorporation of the town of Monongah, under the name and municipal title of Monongah, as follows, to wit: A certificate under oath of A. J. Gaskins, James E. Hall and B. F. Watkins has been presented, showing that a majority of all the votes cast by qualified voters residing within the boundaries proposed to be incorporated under the name and municipal title of Monongah, on the 12th day of September, A. D. 1891,

at an election held within said territory or boundaries, was for the incorporation of said territory, bounded as follows, to-wit: Beginning in Grant District, Marion County, West Virginia, at a hickory tree on the east bank of the West Fork of the Monongahela river, situated nearly opposite the railroad tool-house; running thence S. 3 degrees E. crossing the said (Monongahela River) railroad, 285 feet to a stake; thence S. 8 degrees E. 577 feet to a stake; thence S. 36 degrees E. 117 feet to a stake; thence S. 39 degrees E. 422 feet to a stake; thence S. 37 degrees E. 359 feet; thence S. 17 degrees E. 323 feet; thence S. 5 degrees W. 238 feet; thence S. 23 degrees W. 453 feet to corner of school house lot; thence S. 71½ degrees W. 158 feet; thence S. 11½ degrees W. 278 feet; thence N. 83¼ degrees W. 418 feet; thence S. 12 degrees W. 105 feet; thence west 85 feet; thence N. 2½ degrees W. 226 feet; thence N. 79½ degrees W. 654 feet; thence S. 72 degrees W. 344 feet to a sugar tree; thence N. 89 degrees W. 775 feet to a stump in Darius Fleming's field; thence S. 9½ degrees W. 217 feet; thence S. 57¼ degrees W. 100 feet; thence S. 61¼ degrees W. 595 feet; thence S. 9½ degrees W. 294 feet; thence S. 42¼ degrees W. 1,109 feet; thence S. 35¼ degrees W. 228 feet; thence S. 42¼ degrees W. 100 feet; thence S. 34 degrees E. 45 feet; thence S. 73½ degrees W. 627 feet; thence S. 68½ degrees W. 112 feet; thence S. 83¼ degrees W. 72 feet; thence S. 7 degrees E. 153 feet; thence S. 11¼ degrees E. 157 feet; S. 68¼ degrees W. 212 feet to a walnut tree; thence N. 16¼ degrees W. 290 feet; thence N. 21¼ degrees W. 230 feet; thence N. 28¾ degrees W. 388 feet to a locust tree near the opening of the upper plant of Monongah mines; thence N. 53¾ degrees W. 169 feet to a sugar tree on the bank of the West Fork of the Monongahela river; thence down the river N. 53½ degrees E. 618 feet; thence N. 57 degrees E. 661 feet; thence N. 58¾ degrees E. 638 feet; thence N. 64¾ degrees E. 297 feet; thence N. 47 degrees E. 419 feet; thence N. 50 degrees E. 90 feet; thence crossing the river N. 40 degrees W. 328 feet to an elm tree in Lincoln District, Marion County, W. Va.; thence N. 30¼ degrees W. 89 feet to a stake; then with the Company's line N. 33¾ degrees W. 957 feet to Mason's corner; thence N. 6¾ degrees W. 370 feet; thence N. 5½ degrees W. 2 feet to a stake at the turnpike road, S. 79 degrees E. 112 feet to apple tree in church lot; thence N. 85½ degrees E. 297 feet; thence S. 77 degrees E. 272 feet; thence N. 46 degrees E. 280 feet; thence

82½ degrees E. 209 feet; thence N. 63 degrees E. 170 feet; thence N. 31½ degrees E. 117 feet; thence N. 32 degrees E. 277 feet; thence N. 35¾ degrees E. 166 feet; thence down the hill S. 39 degrees E. 618 feet to the river; thence down the river N. 46¾ degrees E. 879 feet; thence S. 51½ degrees E. 354 feet, crossing the river, to the place of beginning, containing 387 acres 3 rods and 24 perches within the boundary lines.

And it appearing to the satisfaction of the Court that all the provisions of chapter 47 of the Code of West Virginia have been complied with by the applicants for said incorporation, the town of Monongah is duly authorized, under the name and municipal title of Monongah, within the foregoing described boundaries or corporate limits, to exercise all the corporate powers conferred by said chapter 47 of the Code from and after the date of this certificate; and the Court doth appoint J. W. Ross, Darius Fleming and G. C. Galliher to act as inspectors at the first election to be held in said town of Monongah.

Entered in the office of the clerk of said Court in law order book No. 12, at page 259.

Chapter 47 of The Code of West Virginia.

TO WHAT CITIES, TOWNS AND VILLAGES THIS CHAPTER IS TO APPLY.

1. The cities, towns and villages in this State, heretofore established under the laws of the State of Virginia, or of this State, shall remain subject to the law now in force applicable thereto respectively, and the provisions hereinafter contained in this chapter shall be deemed applicable only to cities, towns and villages hereafter established, except that the municipal authorities of city, town or village heretofore established, other than the city of Wheeling, may exercise all the powers conferred by this chapter, although the same may not be conferred by their charter; and so far as this chapter confers powers on the municipal authorities of a city, town or village, other than said city of Wheeling, not conferred by the charter of any such city, town or village, the same shall be deemed an amendment to said charter.

13. The municipal authorities of such city, town or village shall be a mayor, recorder and five councilmen, who shall be free-holders therein, and who together shall form a common council.

14. The mayor, recorder and councilmen of such city, town or village, so soon as they have been elected and qualified as herein provided, and their successors in office, shall be a body politic and corporate, by the name of "The city (town or village) of _____," and shall have perpetual succession and a common seal; and by that name may sue and be sued, plead and be impleaded, purchase and hold real estate necessary to enable them the better to discharge their duties, and needful for the good order, government and welfare of said city, town or village. All the corporate powers of such corporation shall be exercised by said council or under their authority, except where otherwise provided.

15. There shall be a city, town or village sergeant, an assessor and a superintendent of roads, streets and alleys, appointed by the council, to continue in office during its pleasure, and perform the duties respectively as herein prescribed, or as may be required by the council. The sergeant shall be ex officio treasurer of said corporation.

TERMS OF OFFICERS.

16. The officers first elected in such city, town or village shall hold their offices until their successors are elected and qualified. The

terms of all officers elected after the said first election shall commence on the first day of February in each year and shall be for one year, and until their successors are elected and qualified according to law.

SUBSEQUENT ELECTIONS.

17. After the first election of officers in such corporation they shall be elected on every first Thursday of January, at such place in the town or village, and under such supervision, rules and regulations, not inconsistent with the laws regulating district elections, as the council may prescribe.

18. Every person elected or appointed to an office in such corporation shall, within twenty days after his election or appointment, and before he shall enter upon the duties of his office, take and subscribe the oath of office prescribed for district officers; which may be done before any person authorized by law to administer oaths, or before the mayor or recorder of such city, town or village, which oath, with the certificate of the officer administering the same, shall be filed with the recorder of the town or village.

WHO ARE VOTERS OF THE CITY, TOWN OR VILLAGE. X

19. All persons who have been bona fide residents of such city, town or village for six months next preceding a charter election therein, and who are qualified voters under the constitution and laws of this State, and none others, shall be entitled to vote at any charter election held in said city, town or village, but no person shall be deemed a resident of any such city, town or village by reason of being a student of any school or college therein or of being stationed therein for any temporary purpose.

VACANCIES IN OFFICE—QUALIFICATIONS OF CERTAIN OFFICERS, ETC.

20. When a vacancy shall occur from any cause in the office of mayor, recorder, or in the council, the vacancy shall be filled by appointment by the council, from among the citizens of the city, town or village eligible under this chapter.

21. The mayor, recorder and councilmen must be residents of such city, town or village and entitled to vote for the members of its common council.

22. Whenever two or more persons shall receive an equal number of votes for the same office, if such number be the highest cast

for such office, the persons, under whose supervision the election is held shall decide by lot which of them shall be returned as elected, and shall make their return accordingly.

CONTESTED ELECTIONS.

23. All contested elections shall be heard and decided by the council. (The council of a city, town or village to which one, whose seat is contested, is elected is the proper tribunal to try such contest, and not the council in office at the time of the election. Price vs. Fitzpatrick, 85 W. Va., 76; 100 S. E. 892).

MEETINGS OF THE COUNCIL; THEIR RECORD, ETC.

X
24. The Council shall be presided over at its meetings by the mayor, or in his absence by the recorder; or in the absence of both mayor and recorder, by one of the councilmen selected by a majority of the council present; and a majority shall be necessary to form a quorum for the transaction of business. But no member of the council of any city, town, or village heretofore or hereafter incorporated shall vote upon any order, measure, resolution or proposition in which he may be interested, other than as a citizen of such a city, town or village.

25. The council shall cause to be kept in a well bound book, an accurate record of all of its proceedings, by-laws, acts, orders and resolutions, which shall be fully indexed, and open to the inspection of anyone who is required to pay taxes to such town or village.

26. At each meeting of the council the proceedings of the last meeting shall be read, and corrected, if erroneous, and signed by the presiding officer for the time being. Upon the call of any member, the yeas and nays on any question shall be taken and recorded in the journal.

*
27. The mayor and recorder shall have votes as members of the council, and in case of a tie, the presiding officer for the time being shall have the casting vote.

POWERS AND DUTIES OF COUNCIL.

28. The council of such city, town or village shall have power therein to lay off, vacate, close, open, alter, curb, pave and keep in good repair roads, streets, alleys, sidewalks, cross-walks, drain and gutters, for the use of the public or of any of the citizens thereof, and to improve and light the same, and have them keep free from obstructions on or over them; to regulate the width of sidewalks on the streets, and to order the sidewalks, footways, crosswalks, drains and

gutters to be curbed and paved, and kept in good order, free and clean, by the owners or occupants thereof, or of the real property next adjacent thereto; to establish and regulate markets, to prescribe the times of holding the same; to prevent injury or annoyance to the public or individuals from anything dangerous, offensive or unwholesome; to prevent hogs, cattle, horses, sheep and other animals, and fowls of all kinds, from going at large in such city, town or village; to protect places of divine worship in and about the premises where held; to abate, or cause to be abated, anything which, in the opinion of a majority of the whole council, shall be a nuisance; to regulate the keeping of gunpowder and other combustibles; to provide in or near the city, town or village, places for the burial of the dead, and to regulate interments therein; to provide for the regular building of houses or other structures, and for the making of division fences by the owners of adjacent premises, and the drainage of lots by the proper drains and ditches; to make regulations for guarding against danger or damage by fire; to prevent the illegal sales of all intoxicating liquors, drinks, mixtures and preparations therein; to protect the persons and property of the citizens of such city, town or village, and to preserve peace and good order therein; and for this purpose to appoint, when necessary, a police force to assist the sergeant in the discharge of his duties; to prescribe the powers and define the duties of the officers appointed by the council, fix their terms of service and compensation, require and take from them bonds, when deemed necessary, payable to such city, town or village in its corporate name, with such sureties and in such penalty as the council may see fit, conditioned for the faithful discharge of their duties; to erect, or authorize or prohibit the erection of gas works, or water works in the city, town or village; to prevent the injury to or pollution of the same, or to the water or healthfulness thereof; to regulate and provide for the weighing of hay, coal and other articles sold or for sale in the city, town or village, and appropriate the same to its expenses; to provide for the annual assessment of taxable property therein; to adopt rules for the transaction of business, and the government and regulation of its own body.

29. To carry into effect these enumerated powers and all others conferred upon such city, town or village, or its council, by this chapter or any further act of the Legislature of this State, the council shall have power to make and pass all needful orders, by-laws, ordinances, resolutions, rules and regulations, not contrary to the Constitution and laws of this State; and to prescribe, impose and enact reasonable fines, penalties and imprisonments in the county jail or the place of imprisonment in said corporation, if there be one, for a term not exceeding thirty days, for a violation thereof. Such fines, penalties and imprisonments shall be recovered, and enforced under the judgment of the

mayor of such city, town or village, or the person lawfully exercising his functions.

30. Repealed by Acts 1919, Chap. 126, Sec. 14.

31. Repealed by Acts 1919, Chap. 126, Sec. 14.

WORK ON STREETS.

32. Every male resident of said city, town or village, not under twenty-one nor over fifty years of age, and who is not a pauper shall, if required by the council thereof, work not exceeding two days, by himself or an acceptable substitute on the roads, streets and alleys of such city, town or village under the direction of the superintendent of roads, streets and alleys, or may be released from such work upon the payment to the superintendent of such amount as may be fixed by the council, the money so paid to be used in the improvement of said roads, streets and alleys; and if said work and money so paid is not sufficient to put and keep the roads, streets, alleys, sidewalks, crosswalks, drains and gutters of such city, town or village in good repair, the council thereof shall levy a tax on all the subjects of taxation therein sufficient for that purpose and to pay all other expenses incident thereto.

LICENSES.

33. Whenever anything for which a State license is required is to be done within such city, town or village, the council may require a city, town or village license therefor and may impose a tax thereon for the use of the city, town, or village. But no license to sell, offer or expose for sale any brandy, whisky, rum, gin, wine, porter, ale or beer, or any spirituous, vinous or malt liquor, or any intoxicating liquor, drink, mixture or preparation whatever within such city, town or village, or within one mile of the corporation limits thereof, unless it be within another incorporated city, town or village, shall be authorized or granted, except as provided in chapter thirty-two of this Code. The council shall require from every person so licensed, a bond with good security to be approved by the council, in a penalty of at least three thousand five hundred dollars, payable to such city, town or village, by its corporate name, conditioned as prescribed in section twenty-two of chapter thirty-two of this Code, and may revoke such license at any time the condition of said bond be broken, upon ten days' previous notice to the person holding the same. And suits may be prosecuted and maintained on such bond as prescribed in said section of said chapter, by the same persons, in the same manner and to the same extent as upon the bonds mentioned in said section, and all the provisions of said section in relation to the bonds therein mentioned shall be applicable to the bonds required by this section.

SIDEWALKS.

34. If the owner or occupant of any sidewalk, footway or gutter, in such city, town or village, or of the real property next adjacent thereto, shall fail or refuse to curb, pave or keep the same clean, in the manner or within the time required by the council, it shall be the duty of the council to cause the same to be done at the expense of the city, town or village, and to assess the amount of such expense upon such owner or occupant, and the same may be collected by the sergeant in the manner herein provided for the collection of city, town or village taxes.

COLLECTION OF TAXES.

35. It shall be the duty of the sergeant to collect the city, town or village taxes, fines, levies and assessments, and in case the same are not paid within one month after they are placed in his hands for collection, he may distrain and sell therefor in like manner as the officer collecting the State taxes may distrain therefor, and he shall have in all other respects the same power to enforce the payment and collection thereof. And the said sergeant shall have all the powers, rights and privileges within the corporate limits of such city, town or village in regard to the arrest of persons, the collection of claims, and the execution and return of process that can be legally exercised by the constable of a district within the same, and he shall be entitled to the same compensation therefor, and he and his sureties shall be liable to all fines, penalties and forfeitures that a constable of a district is liable to, for any failure or dereliction in said office, to be recovered in the same manner and in the same courts that the said fines, penalties and forfeitures are now recovered against such constable. The sergeant shall, before entering upon the duties of his office, execute a bond, conditioned according to law, with surety satisfactory to the council, payable to the city, town or village, in such penalty, not less than one thousand dollars, as the council may prescribe.

LIENS FOR TAXES.

36. There shall be a lien on real estate within such city, town or village for the city, town or village taxes assessed thereon, and for all other assessments, fines and penalties assessed or imposed, which shall have priority over all other liens, except the lien for taxes due the State, county and district, and may be enforced by the council in the same manner now provided by law for the enforcement of the lien for county taxes, or in such other manner as the council may by ordinance prescribe. If any real estate within such city, town or village be returned delinquent for the non-payment of taxes thereon, a

copy of such delinquent list may be certified by the council to the auditor and the same may be sold for taxes, interest and commission thereon, in the same manner, at the same time and by the same officer as real estate is sold for the non-payment of State taxes.

SETTLEMENTS BY THE SERGEANT; HIS COMPENSATION FOR COLLECTION, ETC.: REMEDY AGAINST HIM FOR FAILURE TO ACCOUNT, ETC.

37. It shall be the duty of the sergeant at least once in six months, during his continuance in office, and oftener if required by the council, to render an account of the taxes, fines, penalties, assessments and other claims in his hands for collection; and return a list of such as he shall not have been able to collect by reason of insolvency, removal or other cause; to which list he shall make an affidavit that he has used due diligence to collect the same, but has been unable to do so; and if the council shall be satisfied of the correctness of said list, it shall allow the sergeant a credit for said claims. He shall receive for his services in the collection of taxes and assessments a compensation, to be fixed by the council, of not exceeding five per centum on the amount duly collected and accounted for. He shall pay any money in his hands belonging to the city, town or village upon the order of the council.

38. If the sergeant shall fail to collect, account for and pay over all or any of the moneys with which he may be chargeable, belonging to the city, town or village, according to the conditions of his bond and the orders of the council, it shall be lawful for the council to recover the same by action or motion, in the corporate name of the city, town or village in the Circuit Court of the county in which the same is situated, or, where the sum does not exceed three hundred dollars, before a justice of the peace of the district in which the same is situated, against the sergeant and his sureties, or any or either of them, or his or their executors or administrators, on giving ten days' notice of such motion.

POWERS AND DUTIES OF THE MAYOR.

39. The mayor shall be the chief executive officer of the city town or village, and shall take care that the orders, by-laws, ordinances, acts and resolutions of the council thereof are faithfully executed. He shall be ex-officio a justice and conservator of the peace within the city, town or village, and shall within the same have, possess, and exercise all the powers, and perform all the duties vested by law in a justice of the peace, except that he shall have no jurisdiction in civil cases of causes of action arising out of the corporate limits of the city, town or village. He shall have the same pow

to issue attachments in civil suits as a justice of his county has, though the cause of action arose out of his city, town or village. But in such case he shall have no power to try the same, but said attachments shall be returnable and be heard before some justice of his county. Any warrant or other process issued by him, may be executed at any place within the county. He shall have control of the police of the city, town or village, and may appoint special police officers whenever he deems it necessary; and it shall be his duty especially to see that the peace and good order of the city, town or village are preserved, and that persons and property therein are protected, and to this end he may cause the arrest and detention of all riotous and disorderly persons in the city, town or village before issuing his warrant therefor. He shall have power to issue executions for all fines, penalties and costs imposed by him, or he may require the immediate payment thereof, and in default of such payment he may commit the party in default to the jail of the county in which such city, town or village is situated, or other place of imprisonment in such corporation, if there be one, until the fine or penalty and costs shall be paid; but the term of imprisonment in such case shall not exceed thirty days. He shall, from time to time, recommend to the council such measures as he may deem needful for the welfare of the city, town or village. The expenses of maintaining any person committed to the jail of the county by him, except it be to answer an indictment, or be under the provisions of sections two hundred and twenty-seven and two hundred and twenty-eight of chapter fifty of this Code, shall be paid by the city, town or village. But such mayor shall not receive any money belonging to the State, or to individuals, unless he shall give the bond and security required of a justice of the peace by chapter fifty of this Code; and all the provisions of said chapter relating to moneys received by justices shall apply as to like moneys received by such mayor.

(In a proceeding before a mayor under this chapter, for the recovery of a fine or penalty for violation of any ordinance where the offender has been sentenced to imprisonment or to the payment of a fine of ten dollars or more, he is entitled as a matter of right to an appeal to the circuit court upon entering into a proper recognizance. (Beasley vs. Town of Beckney 28 W. Va. 81.)

DUTIES AND POWERS OF RECORDER.

40. It shall be the duty of the recorder to keep the journal of the proceedings of the council, and have charge of and preserve the records of the city, town or village. In the absence from the city, town or village, or sickness of the mayor, or during any vacancy in the office of the mayor, he shall perform the duties of the mayor and be invested with all his powers.

DUTIES AND POWERS OF ASSESSORS.

41. It shall be the duty of the assessor to make an assessment of the property within the city, town or village subject to taxation, substantially in the manner and form in which assessments are made by the assessor of the county, and return the same to the council on or before the first day of May in each year, and for this purpose he shall have all the powers conferred by law on county assessors. He shall list the number of dogs in the city, town or village, and the names of the persons owning the same, which list shall be returned to the council. (See chapter 29, section 100 of this Code.)

SALARIES OF OFFICERS.

42. The mayor, recorder, assessor, and superintendent of roads streets and alleys of such corporation, shall each receive a compensation for his services, to be fixed by the council, which shall not be increased or diminished during the term for which he shall have been elected, but no compensation shall be paid to any other member of the council of said town.

EXEMPTION FROM WORKING ON ROADS, ETC.

43. The inhabitants of any incorporated city, town or village whether the same is or has been incorporated under this chapter or otherwise, which constructs and keeps in good repair the roads streets, alleys, sidewalks and gutters within the same, shall not be required to pay any district road taxes assessed by the County Court or to perform any labor on the road outside of the corporate limits of the city, town or village in which they reside, nor shall the inhabitant of any such city, town or village, which provides for its own poor, be required to pay any poor levies assessed by the County Court for the support of the poor outside of said corporate limits; but beyond the taxable property in no city, town or village shall be exempt from the payment of county levies for any purpose for which such levy may be lawfully laid, by reason of any provision in its charter or act of incorporation, or otherwise.

FORFEITURE OF CHARTER.

44. Any city, town or village which shall fail for one year to keep its roads, streets, alleys, sidewalks and gutters in good order and repair, or which shall fail for one year to exercise its corporate powers and privileges, shall thereby forfeit its charter and all the rights and privileges conferred thereby.

(For further general provisions regulating cities, towns and villages chartered under Chap. 47 of the Code see Chap. 47 Barnes Co of West Virginia.)

ORDINANCES

CHAPTER I.

An Ordinance: In Relation to the Mayor and the Municipal Court.

An ordinance amending and re-enacting Chapter 1 of the Municipal Code of the Town of Monongah in relation to the Mayor and the Municipal Court.

Be it ordained by the Common Council of the Town of Monongah that Chapter 1 of the Municipal Code of the Town of Monongah be amended and re-enacted so as to read as follows:

Section 1. That no warrant of arrest shall be issued by the Mayor of said town except upon information under oath, of some credible person, but upon the verbal complaint of any person of the violation of any of the ordinances of the town aforesaid, the mayor may, if he think there be good reason therefor, issue a summons, directed to the town sergeant, requiring him to summon such offender to appear before the mayor at the time and place mentioned in said summons, to show cause, if any he can, why he should not be dealt with according to the provisions of said ordinances; such summons shall specify the complaint, and such offender being served with a copy of said summons and failing to appear, the mayor shall hear the evidence as to said alleged offense, and shall render judgment accordingly, but no judgment shall be taken for confessed on account of the failure of the accused to appear in pursuance of such summons. And it shall be the especial duty of the town sergeant to make complaint against and prosecute all offenders of which he has personal knowledge or credible information. On any judgment rendered in pursuance of such summons as are mentioned in this section, execution may be issued as for other offenses.

Section 2. Whenever any suit or prosecution shall be instituted before the mayor for any violation of the ordinances of the town or for the recovery of any fine, penalty or forfeiture imposed by the ordinances thereof, the mayor shall cause the person, at whose instance such suit or prosecution was instituted, to be designated in the record of the case and also upon the warrant or writ issued to arrest or summon the person charged, and if the person charged shall not, upon final hearing, be convicted, and the mayor shall be of opinion

that no sufficient or probable cause did exist for the institution of such suit or prosecution, then judgment for the costs shall be rendered against the person at whose instance such suit or prosecution was instituted.

Section 3. On any judgment for a fine, forfeiture, pecuniary penalty and costs imposed by the mayor, he shall have power to issue execution, either a writ of fieri facias or a capias profine, or he may require the immediate payment thereof, and in default of such payment, he may commit the party in default to the town jail until the fine or penalty and costs shall be paid, but the term of imprisonment in such case shall not exceed thirty days.

Section 4. Whether a judgment be for a fine and imprisonment or for a fine without imprisonment, the mayor may order the defendant against whom such judgment was rendered to be confined in jail not exceeding thirty days, until the fine and costs are paid, in addition to the term of imprisonment fixed by the judgment, if there be any, but the mayor shall have authority to release from imprisonment without the payment of a fine if it appears proper to do so.

Section 5. There shall be taxed in the cost of every conviction under the ordinances of this town the sum of \$1.50 for trial, \$1.00 for arrest fee, 25 cents for each subpoena for a witness and 10 cents for every copy used in serving the same, 25 cents for serving the same, 50 cents for one day's attendance of each witness summoned and attending on the part of the town, one dollar for jailer's fees when the offenders are incarcerated in the town lock-up, and when imprisoned in the county jail such fees as the jailer of the county, is now, or may hereafter be allowed by law.

Section 6. The mayor shall keep a docket and docket fully all cases before him and shall receipt for all fees provided for in the preceding section, keep an accurate account thereof and hold the same (save the witness fees aforesaid), as the property of the town, and on the first regular meeting of the council in each and every month shall make and submit his account thereof to the council, together with a voucher from the treasurer, showing that the amount due to the town, as shown by said account, has been paid into the same, and the council shall examine the said account and voucher, and if found correct, said mayor shall be credited with the amount due as shown in said account.

Section 7. In case the fine imposed by any judgment of the mayor and the costs be not promptly paid, the mayor may sentence the party in default to work out the amount of the fine and costs, under the direction, control and custody of the sergeant, on the public streets of

town, at the rate of one dollar a day; but the term of imprisonment in such case shall not exceed thirty days.

Section 8. The mayor of said town may punish for contempt a person guilty of any of the following acts:

First. Contemptuous or insolent behavior toward such mayor while engaged in the trial of a case or in any other judicial proceeding.

Second. Any breach of the peace, willful disturbance or indecent conduct in the presence of such mayor while so engaged, or so near as to obstruct or interrupt his proceedings.

Third. Violence or threats of violence to such mayor, or any officer, witness or party going to, attending or returning from any judicial proceeding before such mayor, in respect to anything done or to be done in the course of such proceeding.

Fourth. Misbehavior of an officer in his official character in respect to any action or judicial proceeding had or pending before such mayor, or any process, order, judgment or notice therein.

Fifth. Disobedience or resistance by an officer, witness, party or other person to any lawful process, judgment or order of such mayor.

Section 9. An order of arrest may be issued by the mayor, on which the person so guilty may be taken and brought before him, or such person may be taken in custody by an officer present upon the oral order of such mayor and held to answer for contempt. An opportunity must be given him to be heard in defense or explanation of his conduct, and the mayor may thereupon discharge him or adjudge him guilty of contempt and punish him by fine or imprisonment or both. The fine shall not exceed ten dollars or the imprisonment five days.

Section 10. The conviction specifying the particular circumstances of the offense and judgment thereon must be entered by the mayor in his docket. A warrant of commitment for the term of imprisonment may be issued by the mayor commanding an officer to take the offender to the jail and the jailer to imprison him therein for the said term. The judgment may include in addition to the fine all costs in the case, including costs of arrest and keeping in prison the offender.

Section 11. A prosecution of any and all offenses mentioned in these ordinances shall be commenced within one year next after such offense was committed.

CHAPTER II.

An Ordinance: Adopting Rules for the Transaction of Business and for the Government and Regulation of the Council.

An ordinance amending and re-enacting Chapter II of the Municipal Code of the Town of Monongah in relation to adopting rules for the transaction of business and for the government and regulation of the council.

Be it ordained by the Common Council of the Town of Monongah that Chapter II of the Municipal Code of the Town of Monongah be amended and re-enacted so as to read as follows:

Section 1. That the meetings of the council of this town shall be held at the mayor's office on the first and third Thursday of every month at 7 o'clock P. M., and also at such times as may be fixed by special order of adjournment. A majority of the council shall be necessary to form a quorum for the transaction of business.

Section 2. Special meetings of council may be called by the mayor or any three members thereof. Whenever special meetings of council are called the same shall be done by a warrant directed to the sergeant, signed by the mayor or three members of council, and stating distinctly the matters of business for which such meeting is called. The sergeant shall give notice to every member then in the town and shall return the said warrant to the recorder, who shall enter the same in the council journal.

Section 3. The council shall be presided over at its meetings by the mayor, or in his absence by the recorder, or in the absence of both mayor and recorder by one of the councilmen selected by a majority of the council present. But no member of council shall vote upon any order, measure, resolution or proposition in which he may be interested other than as a citizen of the town. The presiding officer shall preserve order and decorum in council in accordance with the rules of parliamentary law.

Section 4. The council shall cause to be kept, in a well bound book, an accurate record of all their proceedings, by-laws, acts, order

and resolutions, which shall be fully indexed and open to the inspection of any one who is required to pay taxes to the town.

Section 5. At each meeting of the council the proceedings of the last meeting shall be read and corrected, if erroneous, and signed by the presiding officer for the time being. Upon the call of any member the yeas and nays on any question shall be taken and recorded in the journal.

Section 6. The mayor and recorder shall have votes as members of the council, and in case of a tie, the presiding officer for the time being shall have the casting vote.

Section 7. The order of proceedings at the meetings of the council shall be as follows:

First. Unfinished business appearing upon the minutes.

Second. Reports from committees.

Third. Reports from any officer of the town.

Fourth. Petitions for redress of grievances.

Fifth. Petitions of all other kinds.

Sixth. New business.

Section 8. The order of proceeding may be suspended or changed at any meeting, for the time only, by the vote of a majority of the members present.

Section 9. All ordinances introduced shall be read three times. When an ordinance is introduced it shall be read in full one time and no more at the meeting at which it is introduced; but this rule may be suspended by unanimous consent of the members present. The object of an ordinance shall be briefly expressed in its title, and no ordinance shall be revived or amended by reference to its title only, but the ordinance revived, or the ordinance or sections amended, shall be inserted at large in the new ordinance.

Section 10. No order shall be drawn on the treasury of this town unless authorized by special order or appropriation of council, except that when any bond or written evidence of the debt of the town, or any installment of interest thereon is payable, or where money is directed to be paid at fixed times or intervals, as in the case of officers entitled to an annual salary, payable quarterly, the mayor and recorder, without special order or appropriation, may make and deliver to the person

entitled thereto an order on the town treasury for any sum so due and payable.

Section 11. All orders on the town treasury shall be in form or effect as follows:

No..... Town of Monongah....., 19.....

The treasurer will pay to....., or order, the sum of.....Dollars and.....cents, allowed by resolution of the Council of the Town of Monongah, passed on the.....day of....., 19....., on account of....., after deducting therefrom the amount of all municipal taxes and levies in the hands of the sergeant for collection against the said..... \$.....

....., Mayor.

..... Recorder.

Or the same may be in any words specifying a lawful cause for such order, and no such order shall be rendered invalid by defect of form.

Section 12. No money shall be paid by the treasurer out of the town treasury except upon an order signed by the mayor and recorder of the town properly endorsed.

Section 13. If, when an order is presented to the treasurer, there are no funds to pay the same, the person entitled to receive the sum of money specified in such order, may require the treasurer to endorse thereon or write across the face thereof the words, "presented for payment," with the proper date and sign the same, and the order, if it was due at the time of presentment, shall in such case be payable with legal interest, from the date of such presentment.

Section 14. Every person having a claim or demand against the town shall file with the recorder an account or statement of the same fully setting forth the items. The recorder shall present such account or statement to the council at their first meeting thereafter, when the same may be allowed in whole or in part, or wholly disallowed.

Section 15. The council shall on or before the first Thursday July in every year, cause to be made up and entered on the journal an accurate estimate of all sums which are or may become lawfully chargeable on this town and which ought to be paid within one year in which estimate shall be included the following items, or such items as may be necessary, together with any others deemed necessary.

by the council: For interest on bonds; for sinking fund; for salary of mayor; for salary of recorder; for salary of solicitor; for salary of sergeant; for salary of treasurer; for street lights; for keeping the poor; for streets and alleys; for drains and sewers; for extra police service; for delinquent taxes; for commissions on taxes; for contingent expenses.

The council shall order a levy of so much as may in their opinion be necessary to pay the aggregate of such estimates.

Section 16. No member shall leave a meeting of the council without permission.

Section 17. Whenever, at the time appointed for the meeting of the council, either in regular or special meeting, a quorum shall not be present, it shall be lawful for any three members of the common council, who may be in attendance, to order the sergeant, or any of his deputies, to arrest the absent members, or any of them, and cause them to appear forthwith at the place of meeting and there to remain until the meeting adjourn or leave of absence be given. An order for bringing in an absent member shall be issued and signed by the mayor, or in his absence by the recorder, or in the absence of both by the three members of council making such order. The same shall be in form or effect as follows:

State of West Virginia,

To the Sergeant of the Town of Monongah, Greeting:

You are hereby commanded to take into custody..... member of the common council of the Town of Monongah, and bringforthwith to the mayor's office to attend a meeting of such council appointed according to law.

(Signed), Mayor

....., 19.....
or,
.....
.....
.....

Members of Council.

Section 18. It shall be lawful for any two members of the common council, who may have assembled at the time appointed for a meeting thereof, to adjourn to a subsequent time, and cause the sergeant to give notice to the absent members of the time to which such adjournment has been made, requiring their attendance at such ad-

journd meeting. And the same proceedings may be had to compel the attendance of any member at such adjourned meeting as if the same were a regular or special meeting.

(X) Section 19. It shall be the duty of the sergeant to attend all meetings of council or cause a competent deputy to do so, and perform such reasonable and lawful duties as may be required of him.

Section 20. No member of council shall become interested, directly or indirectly, in the purchase of any claim against the town or of any order on the treasury. For every offense against the provision of this section the member so offending shall be liable to a fine of not less than five nor more than twenty dollars.

Section 31. That the mayor, recorder and members of council are hereby empowered to arrest upon view every person found violating any provision of any ordinance of this town committed in their presence and tending to the breach of the peace, and convey him before the mayor, or to the jail, there to be detained for trial in like manner as the sergeant is authorized to do by law and by the ordinance of this town.

Section 22. All salaries or fixed allowances shall become due and payable quarterly, unless otherwise provided.

Section 23. The council will, on proper application, remit in part or in whole any fine or penalty which shall be made to appear plainly unjust, illegal or excessive. All petitions for remission of fines shall be verified by affidavit and accompanied by a transcript of the record of the case and a statement of the evidence from the mayor or magistrate rendering the judgment. Such petitions shall be referred to the ordinance committee for their careful investigation and report before being acted on by the council.

Section 24. All applications for refunding orders for taxes erroneously assessed shall be verified by the affidavit of the party in whose interest the order is applied for.

Section 25. The council shall at its first meeting after the members thereof have qualified for office, or as soon thereafter as is convenient, appoint a town attorney or solicitor, whose duties it will be to represent, counsel and advise the town council in legal matters pertaining to said town. The yearly salary of said attorney or solicitor shall be fixed by the town council, but in no event shall such salary exceed six hundred dollars per year.

CHAPTER III.

An Ordinance: To Regulate Licenses and to Provide a Revenue for the Town.

An ordinance amending and re-enacting Chapter 3 of the Municipal Code of the Town of Monongah, in respect to license taxes, the assessment and collection thereof, and providing penalties for violations thereof, etc.

Be it ordained by the common council of the Town of Monongah that Chapter 3 of the Municipal Code of the Town of Monongah be amended and re-enacted so as to read as follows:

BUSINESS REQUIRING LICENSE.

Section 1. No person without a Town license therefor shall (a) keep a hotel or tavern, eating house or restaurant; or (b) keep for public use or resort a bowling alley, pool table, billiard table, bagatelle table, or any table of like kind; (c) or taxi-cab stand or any place of like kind; or (d) practice the business of palmist, clairvoyant or fortune teller.

Section 2. No person without a Town license therefor shall (a) sell at wholesale or retail patent or proprietary medicines; (b) or exhibit any circus, menagerie, circus and menagerie combined, theatrical performance, street or other carnival, or public show, to which admission is obtained for money or reward; or

(c) run or operate, for profit, a merry-go-round, or roller coaster, or scenic railway, or like device, or keep for public use or resort, a shooting gallery, a skating rink; or run or operate a cane rack, doll baby rack, knife rack, striking machine, jingle board, punch board, artful dodger, candy wheel, or other schema or device by which merchandise or other things of value are disposed of by game of chance, or like device, or human laundry device, or dip device; or

(d) act as a hawker or peddler, provided that bona fide farmers vending farm products shall not be required to have a license; or

(e) act as an auctioneer; or

(f) practice the business of real estate agent, stock broker, or other broker, by buying or selling for others, stocks, securities, or any other property for a commission or reward; or

(g) practice the business of money broker, buying or selling under-current or depreciated money or funds; or exchanging one kind of money or funds for another, for benefit or reward; or

(h) practice the business of pawn broker by lending money or other things for profit, for or on account of personal property deposited with the lender in pledge; or

(i) sell any sewing machines, pianos, organs, victrolas, phonographs, talking machines, or similar instruments, or being a traveling agent, canvasser, or salesman, sell or contract to sell any books, maps, prints, pamphlets, and periodicals, except such books, pamphlets and periodicals that may be of a religious or ethical nature, whether manufactured within or without the Town, or

(j) sell, offer, or expose for sale, or solicit, or receive orders for manufactured tobacco, snuff, cigars, cigarettes, or other preparations of tobacco, or cigarette paper or wrapper, at wholesale or retail; or

(k) carry on business of junk dealer, or act as agent, solicitor, canvasser or salesman, for any junk dealer; or

(l) sell pistols, revolvers, or weapons of like kind; or

(m) maintain any slot machine or other automatic device, which for the same profit or reward, in each case, and without any violation of the law, furnishes music, or exhibits pictures, or provides facilities for weighing, or supplies any merchandise of any other thing, or renders any service; but no slot machine or other automatic device with respect to which, or its operation, service, or supplies, there is any element of chance (being a game table within the meaning of section one of chapter one hundred and fifty-one of the Code of West Virginia, or a gaming table under the laws and ordinances of the Town shall be protected by any license; or

(n) solicit, carry on or practice the business of a collecting agency, or association, whether it be a person, firm or corporation; or

(o) carry on the business of a labor agency; or

(p) any one manufacturing, selling or distributing, either at retail or wholesale, any and all preparations of every kind, character or nature, such as are prepared, mixed and sold at soda fountain, and all such preparations as bavo, pablo, milo, moxie, ginger ale, near beer, coco cola, pop, grape juice, and all other preparations of like nature and character, commonly called and known as soft drinks; or

(q) keep or allow to be kept on his premises a dog; or

(r) maintain or operate a dray or other vehicle for hire; or

(s) maintain or operate a fruit, ice cream stand or wagon, or peanut stand or wagon, or stand or wagon of like nature on the streets of the Town.

Provided, that nothing in this chapter contained, and no license or payment under the provisions hereof, shall be taken to legalize any act which otherwise may be in violation of law or exempt any person from any penalty prescribed for such violation.

ACTING WITHOUT LICENSE: PENALTY. X

Section 3. Any person convicted of violating either of the two next preceding sections shall, except where it is otherwise in this chapter provided, be fined not less than five dollars nor more than one hundred dollars, and may, within the discretion of the mayor be imprisoned in the Town jail not more than thirty days. For the granting or refusing to grant any license under this chapter, or for the enforcement of any of the provisions thereof, the Town Council and mayor of said Town shall have jurisdiction for one mile beyond the corporate limits of said Town.

X BUSINESS NOT REQUIRING LICENSE.

Section 4. This chapter shall not be construed (a) to require a license to keep a boarding house, or boarding school, where boarders are not received for less than three days; or (b) to require any incorporated bank, savings bank or savings institution or trust company, to obtain a license as broker or private banker or (c) to require any resident of this State to obtain a license to exhibit any work or production of his own invention or skill; or (d) to require license for any school exhibition, literary or scientific lecture or musical concert; or (e) to require license for furnishing refreshments at any public dinner, fair, festival or celebration; or (f) to require any trustee selling trust property, or any personal representative or committee selling property belonging to the estate under his charge, or any officer or commissioner selling property under the order, decree, execution or process of any court or justice of this State or of the United States, to obtain a license to make such sale; or (g) to require any colporteur or person selling religious books to obtain a license therefor or (h) to require farmers who furnish meals to travelers and others passing to obtain a license therefor.

GRIEVANCES.

Section 5. If any person desiring a town license of any kind be dissatisfied with the amount of the tax to be paid thereon as stated in the recorder's certificate, or with any decision of the recorder respecting said license, or if any person be aggrieved with any assessment of a license tax, he may obtain relief by presenting to the council a petition setting forth distinctly the grounds upon which relief is asked.

TERM OF LICENSE.

Section 6. All licenses shall be in writing signed by the Treasurer and countersigned by the recorder, and shall be issued only when authorized by the provisions of this act, and shall be for the term of one year or six months, except in cases where a license fee is prescribed for a shorter period by the terms of this act, and if a license be issued to carry on a business at a particular place it shall designate the place of building, and a sale or business at any other place shall be deemed without a license.

ISSUANCE FEE.

Section 7. The Town license mentioned in the first section shall be issued only when authorized by the Common Council of said Town, except as herein otherwise provided, but the Town license mentioned in the second section shall be issued by the Town Recorder. The Town Recorder shall issue a certificate of license in every case in which a license is granted and shall place the same in the hands of the sergeant for collection and charge the sergeant in his account with the amount thereof. For issuing a certificate of license, or for any assignment thereof, the recorder shall be entitled to a fee of fifty cents, to be paid by the person to whom the license is issued or assigned.

REVOCATION.

Section 8. The Common Council may, for good cause shown revoke any licenses mentioned in the first or second sections, upon the petition in writing of any inhabitant of the Town. But the person holding the license must first have reasonable notice of the proposed revocation and the privilege of being heard in person or by counsel. After such revocation the license shall be of no effect to protect him from any penalty imposed by this chapter.

ASSIGNMENT.

Section 9. A person holding a license for any purpose mentioned in the first or second sections may, as otherwise provided, assign the unexpired term thereof to another, with the assent of the Common Council. Said Common Council shall cause a memorandum of such assignment to be endorsed on the original license by the Town Recorder, who shall immediately make report thereof in writing to the Clerk of the County Court.

LICENSE TAX.

Section 10. The license tax per year for all annual licenses named in section one and two shall begin on and with the first day

of July of each year and end with the thirtieth day of the following June. Every Town license for any purpose named in section one and two (except as hereinafter otherwise provided) shall expire on the thirtieth day of June. If granted for a less time than a year, the said tax thereon shall be computed from the annual tax in proportion to such time as the license has to run, except as herein otherwise provided; and provided, further, that no license for any purpose or any length of time shall be issued for less than one dollar.

POSTING.

Section 11. Every person holding a Town license for any of the purposes mentioned in the first section of this chapter and every person holding such license to sell cigars, or other preparations of tobacco, shall keep such license posted in a conspicuous position in the place where any such business is carried on, and shall produce said license for inspection whenever required so to do by the Mayor or any other officer of this Town. Any person violating this section shall forfeit not less than five dollars nor more than one hundred dollars.

DISTRAINT.

Section 12. The Town Treasurer shall be authorized to distrain immediately upon receipt of lists of delinquent licenses for the amount with which any person may have been assessed upon any town license under the provisions in this chapter, and to sell upon ten days' notice so much of said person's personal property subject to such distress, as may be necessary to pay the tax so assessed.

Section 13. Municipal taxes on real and personal property shall be levied by the Common Council pursuant to the provisions of State law, and all proceedings in relation thereto shall comply therewith.

CAPITATION TAX.

Section 14. On every male inhabitant who has attained the age of twenty-one years, one dollar.

HOTELS, TAVERNS.

Section 15. On every license to keep or maintain a hotel or tavern where rooms are kept or maintained for transient guests, the charge for which is by the day or night, the annual license tax shall be ten dollars. On every license to keep or maintain a lunch wagon; to keep or maintain a restaurant or other eating place, not operated in connection with a hotel, five dollars.

DOGS.

Section 16. On every male dog, one dollar, and on every female dog, five dollars, shall be paid for every dog owned, kept, or allowed to be kept in the Town, to be paid by the person who shall own, keep or allow the same to be kept, which license is in addition to all other taxes.

STOCK BROKER.

Section 17. On every license to practice the business of stock broker, or other broker, (other than that of a pawn broker) by buying or selling for others, stock, securities, or property, for commission or reward, five dollars. On every license to practice the business of real estate agent or real estate broker, five dollars in addition to all other taxes prescribed by this chapter or by any other law.

CIGARETTES AND TOBACCO.

Section 18. On every license to sell at retail or wholesale, cigarettes, cigarette papers or wrappers, cigars, tobacco, snuff and other preparations of tobacco, ten dollars; to sell at retail or wholesale, cigars, tobacco, snuff, or other preparations of tobacco, other than cigarettes, cigarette papers or wrappers, five dollars.

PATENT MEDICINES.

Section 19. On every license to sell at wholesale or retail patent or proprietary medicines, one dollar.

BOWLING ALLEY.

Section 20. On every license to keep a bowling alley for public use or resort where any charge is made for the use of the same twenty-five dollars; but if more than one be kept in one house, by the same person, twenty-five dollars for the first one and five dollars for each additional one.

BILLIARD, POOL TABLES.

Section 21. On every license to keep a billiard table or pool table, or table of like kind for public use or resort, where any charge is made for the use of the same, twenty-five dollars; if more than one of such tables be kept in the same house by the same person, twenty-five dollars for the first one and ten dollars for each additional one.

JUNK DEALER.

Section 22. On every license to carry on the business of a junk dealer, ten dollars.

TAXI SERVICE.

Section 23. On every license to keep or maintain a taxi-cab service, the sum of ten dollars. On every license to operate a roller coaster, a merry-go-round, scenic railway, or like device for one day, five dollars, for one week, twenty-five dollars, for one year, fifty dollars. On every license to run or operate a doll baby rack, or cane rack, or knife rack, striking machine, jingle board, punch board, artful dodger, candy wheel, or other scheme or device by which merchandise or other thing of value is disposed of by game of chance or like device, or human laundry device or dip device, the tax shall be ten dollars for one week; twenty dollars for four months; thirty dollars for six months and fifty dollars for one year.

PISTOLS, REVOLVERS.

Section 24. On every license to sell pistols, revolvers, dirks, slug-shots, billies, bowie-knives, metallic or other false knuckles, or other weapons of like kind, ten dollars.

BAGATELLE TABLES.

Section 25. On every license to keep a bagatelle table, or table of like kind, for public use or resort, twenty-five dollars; but if more than one table is to be kept in one house, by the same person, twenty-five dollars for the first one and ten dollars for each additional one.

SKATING RINK.

Section 26. On every license to keep a roller skating rink for public use or resort, fifty dollars. On every license to act as a palmist, clairvoyant or fortune teller, twenty dollars; on every license to conduct the business of a labor agency, one hundred dollars; any person or corporation who hires or contracts with laborers, male or female, to be employed by persons other than himself and to be transported out of the State for employment in another State, shall be deemed a labor agency within the meaning of this clause.

AUCTIONEER, PAWNBROKER, COLLECTION AGENCY,
HAWKER OR PEDDLER.

Section 27. On every license to act as an auctioneer, ten dollars.

Section 28. On every license to practice the business of a pawn broker, fifty dollars.

Section 29. On every license to carry on or practice the business of a collection agency, ten dollars.

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Section 30. On every license to act as a hawker or peddler, one dollar per day; ten dollars for three months, or twenty-five dollars per year.

SALE OF MUSICAL INSTRUMENTS.

Section 31. On every license to sell sewing machines, stoves or ranges; on every license to sell organs, or other musical instruments; on every license to travel and receive subscriptions for or in any manner furnish books, maps, prints, pamphlets or periodicals, except such books, pamphlets, or periodicals that be of a religious or technical nature, ten dollars.

SHOOTING GALLERY.

Section 32. On every license to keep a shooting gallery for public use or resort, twenty-five dollars.

CIRCUSES.

Section 33. On every circus or menagerie, tent show, or other public performance for which an admission is charged, not including performances at a licensed motion picture or theatre house, the sum of five dollars per day or twenty-five dollars per week, and on every motion picture show or theatre the sum of twenty-five dollars per year.

STREET SALES.

Section 34. On every license to sell merchandise on the streets at public sale, five dollars per day.

FARM PRODUCTS.

Section 35. On every license to sell fruit and vegetables and farm products on the streets, or from house to house, one dollar per day, or five dollars for three months, or twenty dollars per year, providing that no tax or license shall be required of farmers selling their own home grown products.

CARNIVALS.

Section 36. The exhibition and performance of carnivals within the corporate limits of the town is hereby forbidden, and neither the Common Council or Recorder of the town is authorized to grant license to such carnivals.

DRAY.

Section 37. On every license to maintain or operate a dray, or transfer wagon, five dollars.

SOFT DRINKS.

Section 38. The town tax on every wholesaler, distributor, or manufacturer, engaged in the manufacturing, preparing, mixing, compounding, selling or distributing of any and all preparations of every kind, character and nature, commonly called and known as soft drinks, such as are prepared, mixed and sold at what is commonly called a soda fountain, and all such preparations as bevo, pablo, milo, moxie, ginger ale, near beer, coco cola, grape juice, pop, and all other preparations, mixtures and compounds of every kind and character, commonly called and known as soft drinks, shall be on such manufacturer, wholesaler, or distributor, the sum of twenty-five dollars annually, and on each retailer, five dollars annually.

FRUIT STAND.

Section 39. On every license to conduct or operate a fruit stand or wagon, peanut stand or wagon, pop corn stand or wagon, ice cream stand or wagon, or stand or wagon of like nature or character, which said stand or wagon is erected or placed upon any property on the public street or pavement, or is transported about the town, two dollars a month or ten dollars a year.

CONFORMITY WITH STATE LAW.

Section 40. The purview of this chapter is limited to such matters in relation thereto as are conformable with State law, and if any provisions herein be in conflict with the State law, on such subject the same shall be taken and considered in the manner prescribed by State law, now in existence or hereafter provided. The provisions of this chapter are and shall be deemed separable, so that if any thereof be inconsistent with the State law, such inconsistency shall not operate against the whole of this chapter, but the inconsistent provision, if any there be, shall be treated as provided in this section.

Section 41. This ordinance shall be in force and take effect for all licenses issued for the license year beginning July 1, 1926, and thereafter.

Section 42. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

CHAPTER IV.

An Ordinance in Relation to Offenses.

An ordinance amending and re-enacting Chapter IV of the Municipal Code of the Town of Monongah in relation to offenses.

Be it ordained by the common council of the Town of Monongah that Chapter IV of the Municipal Code of the Town of Monongah be amended and re-enacted so as to read as follows:

Section 1. That it shall be unlawful for any person to commit an assault or an assault and battery, or to aid and abet or encourage any one so doing within the town.

Section 2. That it shall be unlawful for any person within said town to make an affray or threaten to beat, wound or kill another or commit violence against his person or property, or contend with angry words tending to violence and breach of the peace.

Section 3. That it shall be unlawful for any person to commit or cause any riot, noise, disorder, tumult or loud personal abuse of any person by words, to the disturbance, or tending to the disturbance of the peace or just quiet of the town, or by loud cries on the Sabbath day; and for the purpose of enforcing the provisions of this section it shall be lawful for any member of council, or any sergeant of the town, to enter any house, out-house, garden or place of amusement to arrest any person violating the same.

Section 4. It shall be the duty of the mayor to suppress riotous routs and unlawful assemblies within the town, and to prosecute against or punish all persons so engaged as prescribed by law.

Section 5. It shall be unlawful for any person to keep or maintain a cock-pit or to permit a cock-pit to be kept or maintained on any property owned by or under the control of such person.

Section 6. Any person offending against any provision of the first, second, third or fifth sections of this ordinance shall, upon conviction, pay to the town a fine of not less than one nor more than twenty dollars, and may, at the discretion of the mayor, be confined in jail not exceeding thirty days.

OF OFFENSES AGAINST PUBLIC JUSTICE

Section 7. Any person who, by threats, menaces, acts or otherwise, shall forcibly or illegally hinder, obstruct or oppose, or attempt to obstruct or oppose, or shall counsel or advise others to hinder, obstruct or oppose, any officer of the said town in the lawful exercise and discharge of his official duties therein, shall be fined not less than five nor more than fifty dollars, and may be imprisoned, at the discretion of the mayor.

Section 8. If the sergeant of said town wilfully neglect or refuse to do his duty as required for the execution or enforcement of any of the ordinances of said town, he shall be fined not exceeding twenty-five dollars for each offense. Upon conviction of the second offense, it shall be the duty of the mayor to present the facts to the council at their next meeting following the second conviction, that they may proceed for his removal as provided by law.

Section 9. If a person, knowing the commission of offenses punishable under any of the provisions of the ordinances, take any money or reward, or any engagement therefor, upon an agreement or undertaking, expressed or implied, to compound or conceal such offense, or not to prosecute therefor, or not to give evidence thereof, he shall be fined not exceeding twenty-five dollars and may be imprisoned not exceeding twenty days.

Section 10. It shall be unlawful for any members of the council or member of any board of public works hereafter created, or any other officer of this town, to become in any way interested, directly or indirectly, in any contract for labor and materials to which the town shall be a party. For every offense against the provision of this section, the person so offending shall be liable to a fine of not less than ten nor more than fifty dollars.

OF OFFENSES AGAINST MORALITY AND DECENCY.

Section 11. It shall be unlawful for any person to bathe in the West Fork River or Booth's Creek within the boundaries of this town without a proper bathing suit or other wearing apparel.

Section 12. It shall be unlawful for any person to commit or perpetrate any indecent, immodest, lewd or filthy act, by words or actions, in any street or public place.

Section 13. It shall be unlawful for any person to utter or speak any lewd or filthy words or profane language in any street or other public place.

Section 14. It shall be unlawful for any person to make any indecent and immoral exhibition or exposure of his person, or to cause or to procure any person to do the same, in the presence or view of any other person.

Section 15. It shall be unlawful for any person to publicly exhibit any indecent painting, engraving, print, sculpture, picture, or representation within this town.

Section 16. It shall be unlawful for any person to print, engrave, make, sell, or offer for sale, or exhibit for sale, any indecent, immodest and lascivious books, pamphlets, papers, pictures or statuary.

Section 17. It shall be unlawful for any person to assemble on any street, alley, or other public place, or in any house, or outhouse, office, stable, shed, or horse-house, market-house, boardyard or lot of ground, for the purpose of prostitution, lewdness or indecency.

Section 18. It shall be unlawful for any person to keep any house of ill-fame or bawdy house or house of resort for prostitution or keep or harbor persons therein for the purpose of prostitution, and it shall further be unlawful for any person to be found lounging or loitering in any house of ill-fame or bawdy house, or in any house reputed to be a house of ill-fame or bawdy house, but the person charged with or arrested for being found lounging or loitering in any house so reputed, shall be discharged if he or she shall show and establish in defense that the house is not in fact a house of ill-fame or bawdy house.

Section 19. Any person offending against any provision of sections 11, 12, 13, 14, 15, 16, 17 and 18 of this ordinance shall be fined, upon conviction thereof, not less than one nor more than twenty dollars, and may, at the discretion of the mayor be imprisoned not exceeding thirty days.

Section 20. If a person arrived at the age of discretion, profanely curse or swear, or get drunk within the limits of said town, he shall be fined one dollar and costs for each offense.

Section 21. If any person commit adultery or fornication within said town, upon conviction thereof, he shall be fined not less than ten dollars, nor more than twenty dollars.

Section 22. If any persons, not married to each other, lewdly and lasciviously associate and cohabit together, or, whether married or not, be guilty of open and gross lewdness and lasciviousness, within

said town, they shall, upon conviction, be fined not less than ten nor more than fifty dollars, and, at the discretion of the mayor, may be imprisoned not exceeding thirty days.

Section 23. If a person be found drunk and acting disorderly within the limits of said town, the sergeant shall arrest and imprison or safely keep every such offender until he becomes sober, and then bring him before the mayor, and every such offender shall, upon conviction, pay a fine of not less than two nor more than twenty-five dollars, at the discretion of the mayor; and any person so offending, should he elude arrest by any means whatever, shall be liable to arrest upon warrant, and, upon conviction, shall be fined as prescribed by this section.

Section 24. If any person shall cruelly, unnecessarily or needlessly beat, torture, mutilate or kill or over-load, over-drive, or wilfully deprive of necessary sustenance any horse or other domestic animal, or cause the same to be done by another, within said town, whether such horse or other animal be his own or that of another person, he shall, upon conviction, be fined not less than ten nor more than fifty dollars, and may, at the discretion of the mayor, be imprisoned not exceeding thirty days.

Section 25. If any person wilfully interrupt, molest or disturb any assemblage of people met for the worship of God, within the town, he shall be imprisoned not exceeding thirty days and fined not less than ten nor more than fifty dollars.

Section 26. If any person shall wilfully disturb, molest or interrupt any free or other school, literary society, or other society formed for intellectual improvement, or any school, society or meeting formed or convened for improvement in music, either vocal or instrumental, or for any moral and social amusement, within the town, he shall, upon conviction, be fined not less than five nor more than twenty dollars, and may, at the discretion of the mayor, be imprisoned not exceeding thirty days.

Section 27. That it shall be unlawful for any person, firm or corporation to manufacture, or to sell, offer, or expose for sale, or give away, or furnish, or cause to be given away or furnished to any person under the age of twenty-one years, any cigarette, or cigarette paper, or any other paper prepared to be filled with smoking tobacco for cigarette use; and it shall be unlawful for any person, firm or corporation to sell, offer, give away or furnish, or cause to be given away, or furnished to any person under the age of sixteen years any cigars, pipe or tobacco in any form.

Section 28. Any person, firm or corporation violating any of provisions of this act, where punishment is not otherwise provided shall be liable to a fine of not less than ten dollars, nor more than twenty-five dollars for the first offense, and for each subsequent offense shall be liable for a fine of not less than twenty-five dollars nor more than three hundred dollars, and on failure to pay the fine and costs of prosecution, shall be required to work the same out on the public streets.

Section 29. That it shall be unlawful for any person under the age of twenty-one years to smoke, or to have about his person or premises any cigarette or cigarette paper, or any other form prepared to be filled with smoking tobacco for cigarette use. Any person violating the provisions of this section shall be punished by a fine not exceeding five dollars; provided, that the mayor trying the case may remit the penalty for violation of this section, upon the disclosure by the person charged with the offense of the name of the person, firm or corporation from whom he obtained any such cigarette or cigarette paper.

OF OFFENSES AGAINST PROPERTY.

Section 30. It shall be unlawful for any person, not the owner, wilfully to cut, mark, injure, disfigure or destroy any shade or ornamental tree growing in the public grounds, streets, alleys or sidewalks of said town, unless so ordered by council.

Section 31. It shall be unlawful for any person to hitch any horse or other animal to any shade or ornamental tree growing in the public grounds, streets, alleys or sidewalks of the town or to a post erected for a street light.

Section 32. It shall be unlawful for any person to injure, destroy or to post or fasten any bill or advertisement on any post erected for a street light.

Section 33. It shall be unlawful for any person to injure or destroy any street light within the town. It shall also be unlawful for any one, not authorized to do so, to put out any street light.

Section 34. It shall be unlawful for any person or persons to loiter at or near any dwelling house or store in said town, to ring any door bell, or to rap upon any door or window with intent to annoy or deceive the inmates of any such house or store, or to maliciously or intentionally engrave, deface, mutilate, injure or

stroy any property of the town, or any house, fence, railing or any goods or chattels, the property of any other person or persons.

Section 35. If any person shall violate any provision of sections 30, 31, 32, 33 and 34 of this ordinance, he shall be fined, upon conviction thereof, not less than one nor more than twenty dollars, and, at the discretion of the mayor, may be imprisoned not exceeding thirty days.

OF OFFENSES AGAINST PUBLIC HEALTH AND SAFETY.

Section 36. If a person knowingly sell any diseased, corrupted or unwholesome provisions, whether food or drink, within this town, he shall be fined not less than ten nor more than fifty dollars, and may, at the discretion of the mayor, be confined in the lock-up of said town not more than thirty days.

Section 37. If a person adulterate, for the purpose of sale, anything intended for food or drink, or if he knowingly sell or barter anything intended for food or drink, which is not what it is intended to be, or what it is sold for, he shall be fined not less than ten nor more than fifty dollars, and may, at the discretion of the mayor, be confined in the lock-up of said town not more than thirty days.

Section 38. It shall be unlawful for any person, without permission from the council, to keep any slaughter house in this town or kill or slaughter for sale any animal within the town, and every day such slaughter house shall be kept shall constitute a distinct offense. Any person who shall violate any provision of this section shall, upon conviction, be fined not exceeding twenty-five dollars.

Section 39. It shall be unlawful for the owner of any dead animal to suffer it to remain longer than five hours within the town after having been notified by the mayor or sergeant to remove the same; upon conviction a fine not less than one nor exceeding five dollars shall be imposed, and for each and every twenty-four hours thereafter a further fine not exceeding ten dollars may be imposed; in all cases of neglect or refusal of the party so convicted to comply with the order of the mayor to remove any such nuisance or dead animal, the removal may be done by direction of the mayor and the costs of such removal shall be added to the fine imposed.

Section 40. It shall be the duty of the mayor to notify owners, agents or occupants of property, on which there is an accumulation of garbage, or any kind of filth, offensive in character or injurious to the health, to have the same removed immediately; and if any owner, agent or occupant of property as aforesaid shall neglect or

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 refuse to have the garbage, dirt or offensive matter removed, as directed, within the space of two days after being so notified, he shall be fined not less than two nor exceeding ten dollars, and a further fine of not less than five nor exceeding ten dollars shall be imposed for every twenty-four hours such nuisance is permitted to remain after the time specified in the notice, as provided by this section.

Section 41. Whenever a privy, hog pen, stable or other building, within said town, shall be by a majority of the whole council declared a nuisance or injurious to the health or comfort of any person or persons, the owner, agent or lessee of the property shall be notified by the mayor to abate the nuisance by removal or keeping in proper order such building, and in case of refusal or negligence to comply with such notice the mayor shall direct the sergeant to have the same put in order, or removed, and report his proceedings and the costs incurred by him to the mayor, and the property, upon which such nuisance exists, shall be responsible for the costs of the same, and the owner or lessee of such property shall be liable to a further fine of not exceeding ten dollars for neglect or refusal to comply, with reasonable promptitude, with the notice, as provided by this section.

Section 42. It shall be unlawful for any one knowingly to throw or cause to be thrown into any pump, well, cistern, water reservoir, hydrant, spring or running water, which is used for domestic purposes, any dead animal, carcass or part thereof, or any putrid, nauseous or offensive substance. And it shall be unlawful for any one to injure any of the pumps or cisterns in this town. Any person violating any of the provisions of this section shall be fined not exceeding fifty dollars, and at the discretion of the mayor, imprisoned not more than thirty days.

Section 43. It shall be unlawful for any person to throw the water, slop or offal from his or her house or kitchen into or upon any street, alley or public square in this town, or permit or suffer the same to be done by any person in his or her employ, or belonging to his or her family; nor shall any person suffer or permit the waste water from his or her house or kitchen to run or flow into or upon any street, alley or public square, where there are sewers on such streets, alleys or public squares accessible to such house. Any person violating any of the provisions of this section shall be fined not exceeding ten dollars.

Section 44. The members of all families where smallpox or other contagious diseases are supposed to exist are required to remain upon their own premises, and all persons are prohibited from visiting any house where either of the diseases is supposed or known to exist,

except physicians and those who may be authorized by the mayor to do so; any person violating this section shall be subject to a fine of twenty dollars for the first offense and for the second offense to thirty days' imprisonment.

Section 45. Any physician, nurse, or person authorized to visit families where any of the diseases named in section forty-four of this ordinance prevails, failing to use all proper precautions, such as are generally used prescribed by a reputable physician to prevent the spread of said diseases, by reason of their visiting, nursing or coming in contact therewith, shall be fined fifty dollars for each offense.

OF OFFENSES AGAINST PUBLIC POLICY AND GOOD ORDER.

Section 46. It shall be unlawful for any person to gallop any horse, gelding, mule or ass, or ride or drive any such animal at any improper or dangerous speed on any street, alley, road or public square of this town, or run or race any such animal, or start the same for the purpose of running or racing, within this town, on any street or alley thereof; or ride or drive any horse or other animal on any part of the West Fork river bridge, or on any other bridge in this town at a gait faster than a walk or suffer such horse or horses, animal or animals, to stand on any street, alley, road or public square in this town without being properly fastened or watched by some person competent to prevent the same from starting.

Section 47. It shall be unlawful for any person or persons, on any of the sidewalks, streets or alleys, to conduct themselves in a manner annoying to persons passing by or occupants or residents of adjoining buildings, and it shall be unlawful for any person to idly loiter at or near the door of any church, meeting house or place of public amusement, but shall depart therefrom peaceably and quietly when requested so to do.

Section 48. It shall be unlawful for any person to fly any kite, roll any hoop or bullets, play at foot-ball, bawdy or shinney, ride or drive any bicycle or tricycle, or engage in any play, sport or exercise, which might produce any bodily injury to any one or endanger the life or property of any person on any street, sidewalk, landing, alley or public square of this town.

Section 49. It shall be unlawful for any person to keep within said town any animal which is known to be vicious or dangerous, unless the same be securely confined.

Section 50. It shall be unlawful hereafter for any political, social or religious society to parade the streets of the town at night without written consent of the mayor.

Section 51. It shall be unlawful for any person to practice any trick, game, or device with intent to swindle, or to pick or attempt to pick or aid in picking pockets.

Section 52. It shall be unlawful for any person whatsoever to keep or exhibit within this town any table, instrument, device or thing used for the purpose of gaming, or on, by or with which money or other articles may be lost or won, or to keep within this town any games of chance or skill by or at which any money or other articles of value may be lost or won, nor shall it be lawful for any person to keep a room, building, arbor, booth, stand, shed, tenement, water craft or boat, or to rent the same, to be used or occupied for the exhibition or keeping of any such table, instrument, device or thing, or for the playing therein or thereon of any such game.

Section 53. It shall be unlawful for any person to play at or bet upon any game whatsoever on, by or in which money or anything of value may be lost or won.

Section 54. If any person shall violate any provision of either of the last eleven preceding sections, he shall be fined, upon conviction, not less than one nor more than fifty dollars, and may be imprisoned, at the discretion of the mayor, not exceeding thirty days.

Section 55. The mayor, or any member of council, or the sergeant, or any of his deputies, may seize or direct to be seized, any table, instrument, device or thing used for the purpose of gaming, and the property so seized may be demolished or destroyed under the direction of the mayor, in case the person or persons in whose possession the same was found shall be convicted of gaming.

Section 56. It shall be unlawful for any person to be found loitering about any hotel, restaurant, shop or store, or wandering about the streets by night or day and not having a known place of residence or means of livelihood, or not able to give any satisfactory account of himself, and it shall further be unlawful for any person

to be found loitering or lingering in the streets or alleys or on the sidewalks or in any vacant lot or board yard in the town, or to be found in any gambling house or room, or in any house or room reputed to be used for gambling purposes. A person offending against this section shall be fined, upon conviction, not less than one nor more than twenty dollars, and may be imprisoned not exceeding thirty days.

Section 57. It shall be unlawful for any person to go about the streets and alleys of said town begging or to stay in any street, alley or public place for the purpose of begging, without a permit from the mayor. Any person violating any of the provisions of this ordinance shall, upon conviction, be fined not less than one nor more than ten dollars.

Section 53. It shall be unlawful for the owner or proprietor of any licensed billiard or pool tables to permit any one whom he knows or has reason to believe is under the age of 18 years to play upon such tables. Any one violating this ordinance shall be fined not less than two nor more than ten dollars.

Section 59. All bowling alleys and billiard or pool rooms shall be closed (except on Saturdays) at 10 o'clock P. M., and shall remain closed until six o'clock A. M. and on Saturdays the same shall be closed at eleven o'clock and thirty minutes P. M., and shall remain closed until six o'clock A. M. on Monday following. Any person violating any of the provisions of this ordinance shall be fined not less than five nor more than twenty-five dollars.

X Section 60. It shall be unlawful for any person to shoot or discharge any cannon, gun, or fire arms within the corporate limits of the Town of Monongah, or to shoot or discharge any cracker, squib, rocket, fire works, air rifle or spring rifle on any of the streets or alleys of said town, except it be in the discharge of some public duty or by written permission of the mayor. Any person guilty of violating this section or any part thereof shall be fined not less than two nor more than fifty dollars for each offense and may be imprisoned in the town jail not to exceed thirty days.

X Section 61. All horses, mules, asses, cows, bulls, steers, hogs or stock of any kind found running at large upon any of the streets,

alleys or public places within said town shall be taken up and cared for at the expense of the owner thereof and the owner of any such animal shall be liable to a fine of not less than \$1.00 nor more than \$5.00 for each offense.

X Section 62. If any person shall permit turkeys, chickens or fowls of any kind, or tame rabbits or hares to go at large off of his or her own premises and upon the premises of another, or permit such fowls, rabbits or hares to go upon or injure any grass, plant or other ground either public or private, upon conviction thereof he or she shall be fined not less than \$1.00 and not to exceed \$20.00 for each offense.

Section 63. It shall be unlawful for any person, unless a parent to his child or guardian to his ward, to buy for, carry to or give to any person who is a minor or of unsound mind, or who is intoxicated at the time, or who is in the habit of drinking to intoxication, any spirituous liquor, wine, porter, ale, beer or any drink of a like nature. For any violation of this section the offender, upon conviction, shall be fined not less than five nor more than twenty-five dollars.

CHAPTER V.

An Ordinance: In Relation to Streets, Alleys, Sidewalks,
Gutters, etc.

An ordinance amending and re-enacting Chapter V of the Municipal Code of the Town of Monongah, in relation to streets, alleys, sidewalks, gutters, etc.

Be it ordained by the common council of the Town of Monongah that Chapter V of the Municipal Code of the Town of Monongah be amended and re-enacted so as to read as follows:

Section 1. If any person shall dig into, or fence, or obstruct, or cause to be obstructed, any street, alley, sidewalk, crossing, gutter or highway within said town, without special permission from the mayor, he shall, upon conviction thereof, be adjudged guilty of creating a nuisance, and every person so offending shall pay a fine of not less than one nor more than twenty dollars and costs of prosecution. And for every day such nuisance shall be suffered to remain by such person creating the same, or by the parent or guardian of any minor child, after such parent or guardian shall have been notified thereof, a further fine of not less than one nor more than twenty dollars may be imposed upon such person, parent or guardian, with costs of prosecution; provided that any person loading or unloading any goods, wares, merchandise, provisions, produce or fuel shall have a reasonable time to remove the unavoidable obstructions occasioned thereby.

Section 2. The mayor is hereby authorized, where any such obstructions exist, to have the same removed, either by filling up, unfencing or clearing away, as the nature of the obstruction may require, and for this purpose he may employ such aid as may be reasonable, at the expense of the town, and the person causing any of the said obstructions by this ordinance prohibited, or wilfully permitting them to remain longer than a reasonable time, when the same have been caused by any minor as aforesaid, after notice of the same shall be liable to pay to the town such sum as it shall have paid or become liable to pay for the removal of such obstruction.

Section 3. No person shall be permitted to turn water into any street or alley of said town in such quantity or in such manner that it shall become a nuisance; on conviction of every such offense he shall be fined not less than one nor more than five dollars and costs

and a further fine of not less than one nor more than three dollars may be imposed for every day such nuisance is continued.

Section 4. No person shall cast or leave exposed in any street, alley, lot, common or on the bank of any stream, within the corporate limits of the town, the dead carcass of any animal or any putrid or unsound beef, pork or fish, or any other putrid or unsound substance that may become prejudicial to public health, nor shall any person cast any such dead carcass, putrid or unsound beef, pork or fish, or any other putrid or unsound substance into the river or creek adjacent to this town, unless the same be towed out into stream one hundred yards at least from the shore. For every such offense, the offender, upon conviction thereof, shall be fined not exceeding twenty dollars.

X Section 5. It shall be unlawful for any person to throw slop, offal, shavings, paper, banana peelings, mud or other filth from his house, kitchen, stable or other premises into or upon any street, alley, sidewalk or other property of the town or upon the property of any other person; or to permit or suffer the same to be done by any person in his employ or belonging to his family; or to allow any offensive liquid or other substance to be discharged from any house or factory or lot upon any street, alley, sidewalk, public square or landing within said town; or to burn or allow to be burned by any person in his employ or belonging to his family any boxes, shavings, papers, waste or refuse of any kind upon any of said streets, alleys or sidewalks. Nor shall any person suffer or permit the waste water from his house or kitchen to run or flow upon the property of another or into or upon any street or alley accessible to said house. Nor shall any person change the natural drainage so as to throw the water from his lot to the lot of another without such other's permission, or on the streets or alleys without the permission of said council. Any person violating any provision of this section shall upon conviction be fined not less than one dollar and not to exceed twenty dollars.

X Section 6. If any person shall place any wagon, cart or other vehicle on any street, alley, public ground or sidewalk of this town and suffer the same to remain thereon when not in use, so as to obstruct the free passage through or along the said street, alley, public ground or sidewalk, such person shall, upon conviction thereof, pay a fine of not less than one nor more than ten dollars for every such offense, and each day shall constitute a separate offense.

Section 7. If any person shall set or place any goods, wares or merchandise by way of exposing them to sale in any street or alley, or on the sidewalks of any such street or alley, to project them more than three feet from the wall or front of his place of business, he

shall, upon conviction thereof, be fined not less than one nor more than five dollars.

Section 8. It shall be lawful for any person, in building or repairing any house, to occupy one-third part of any street or alley, clear of the foot-way and water courses in front of any lot on which said buildings are erected or such repairs making, with the materials necessarily used in making such building and repairs, for three months (unless the building be sooner completed); and if any person shall so occupy said street for a longer time, he shall, upon conviction, pay a fine of not less than two nor more than twenty dollars for every day such occupancy shall continue; provided, however, that if the mayor or street committee shall deem it expedient, he is hereby authorized to grant a longer time for the use of the part of the street aforesaid.

Section 9. That the owner or occupant of any house or lot before which any vault or opening for cellar doors, areas or steps shall be constructing, or while such cellar doors, areas or steps are being repaired, shall during the whole of every night keep the pavement on the right and left of the street in front securely and safely fenced off or the said excavation or opening securely covered, under a penalty of not exceeding twenty dollars for each and every night or part of a night any of the provisions of this section are violated.

Section 10. That all such vaults shall be completed and the ground closed over them within five days after they are commenced, under the penalty of three dollars for each and every day thereafter during which any such vault shall remain unclosed, to be paid by the person contracting for the construction of said vault; provided that the mayor, should he deem it expedient, is authorized to grant a longer time for completing any such vault.

Section 11. That no cellar door shall project into the sidewalk more than four feet; the sill of every cellar door shall be even with the pavement, and the surface of said door shall be in the same plane with the pavement, and for every day such cellar door shall remain differently constructed the owner or agent of the premises to which the same shall belong shall, upon conviction, be fined not exceeding five dollars; provided that the regulations prescribed in this section shall apply only to cellar doors hereafter constructed or repaired.

Section 12. That the owner or occupant of any cellar the door of which is in any street, walk or alley of the town shall not allow such door to remain open at any time after twilight in the evening until daylight in the morning without having a light at such door, unless

the same be properly guarded by railing, under a penalty of not exceeding ten dollars for each and every night or part of a night that the provisions of this section are not obeyed.

Section 13. That it shall not be lawful to stop any horse, wagon, cart, dray, carriage or other vehicle upon any cross-walk or crossing over any street or alley in this town, under a penalty of not more than five dollars for each offense.

Section 14. If any person erect upon any of the streets, alleys, gutters or sidewalks of said town a horse-rack, hitching post or anything of the kind for the purpose named, or for any other purpose, without the consent of the council, he shall be fined not less than five nor more than twenty dollars.

CHAPTER VI.

An Ordinance: To Provide for the Regular Building of
of Houses and Other Structures.

Be it ordained by the Common Council of the Town of Monongah:

Section 1. That no house, store room, shop, stable, porch, veranda, fence, or any other building or structure shall hereafter be erected upon or from, or extend into, upon or over, any street, alley, sidewalk or public grounds of the town; and any person who shall erect or construct, or cause to be erected or constructed anything in violation of this section shall, upon conviction, be fined not less than ten dollars nor more than one hundred dollars, and shall be subject to a further fine of ten dollars for each and every twenty-four hours that such house, building, fence, porch, veranda, etc., shall remain after having been notified by the mayor to remove the same; and the mayor shall have authority to order the tearing down or removal thereof, and all costs incurred in the removal or tearing down of the same shall constitute a lien upon the property of the person adjacent thereto for whom or by whom such house, store room, shop, stable, porch, veranda, fence or other building or structure was erected or constructed.

Sec. 2. It shall be unlawful hereafter to construct or cause to be constructed any dwelling house, store room or building of any kind in such manner as to require any portion of a public street, alley or sidewalk for any cellar door, cellar entrance, areas or steps. It shall also be unlawful to construct or cause to be constructed, or attempt to construct, any such cellar door, cellar entrance, areas or steps to any such building hereafter erected. Any person who shall violate any provision of this section shall be fined, upon conviction thereof, not less than ten dollars nor more than one hundred dollars; and a further fine of ten dollars shall be imposed for every twenty-four hours that such cellar door, cellar entrance, areas or steps shall be permitted to remain after notice by the mayor to remove or close up the same shall have been given the owner of the adjacent property; and the mayor shall have the authority to cause the tearing down, removal or filling up of such cellar door, cellar entrance, areas or steps.

Section 3. It shall be unlawful for any person, without having first obtained permission so to do from the common council of the town, to erect, within the corporate limits of the town, any structure,

building or addition or additions to any building already erected. The permission required under this section is hereby termed a "building permit," and may be had upon application therefor to the council in regular or special session by the person or persons desiring to erect such structure, building or addition or additions to any building already erected. If in the opinion of the council, such permission should be granted. Application for such permission shall be made by filing a petition in writing with the recorder, describing the location and dimensions of the proposed building, structure or addition, the use to which the same is to be put, and the materials to be used in its construction. Each permit granted under this section shall be in writing and be signed by the mayor and recorder. Any person or persons violating this section shall, on conviction, be fined not less than ten dollars nor more than one hundred dollars. And also it shall be the duty of the mayor, and he shall have authority, to at once, on being notified that any person is erecting any structure, building or addition or additions to any building already erected, in violation of this section, cause the erection of such structure, building or addition or additions to any building already erected, to be stopped until such time as a permit to erect the same, as provided in this section, shall be procured from the council; and the mayor shall have authority to have such building, structure or addition or additions to any building already erected, torn down or removed at the expense of the owner of the lot on which the same is being erected in the event the council refuses such permission.

Section 4. It shall be unlawful for any person to erect on any lot within one hundred feet of any line of any of the following streets, viz.: Bridge street between Main street and Water street, wooden buildings, or wooden additions to buildings already erected, or roof any new building or re-roof any old building with other than non-combustible material. Any person or persons violating this section shall, on conviction, be fined not less than ten dollars nor more than one hundred dollars, and a further fine of ten dollars shall be imposed for every twenty-four hours such wooden building or wooden addition to building or such roof is permitted to remain after notice to remove the same shall have been given the owner thereof by the mayor; and the mayor shall have authority to have such building or addition to building torn down, or roof removed, at the expense of the owner of such lot. Wooden buildings covered with iron or tin or similar material, or with a single thickness of brick, called brick veneering, shall be deemed wooden buildings such as contemplated by this ordinance.

Section 5. It shall be unlawful for any person to construct or cause to be constructed any sign or other means of advertisement which shall stand on or project over any street or alley or any side-

walk; upon conviction under the foregoing provision of this section a fine of not less than two dollars nor more than twenty dollars shall be imposed, and for each and every twenty-four hours thereafter such sign or other means of advertisement shall remain a further fine of not exceeding five dollars shall be imposed. All persons who have heretofore erected or shall hereafter erect such sign or other means of advertisement shall, upon ten days' notice from the mayor of the town so to do, remove such sign or other means of advertisement, and it shall be unlawful for such persons to permit such sign or other means of advertisement to remain or continue after said ten days' notice, and such persons shall be liable to a fine therefor, upon conviction, of not less than five dollars nor more than twenty dollars; and the mayor shall, after said ten days' notice, have authority to order the tearing down or removal of the same, and all costs incurred therein shall constitute a lien on the property adjacent thereto for or by whose owner or tenant such sign or other means of advertisement was erected or constructed.

CHAPTER VII.

An Ordinance: In Relation to Dogs.

An ordinance amending and re-enacting Chapter VII of the Municipal Code of the Town of Monongah in relation to offenses.

Be it ordained by the common council of the Town of Monongah that Chapter VII of the Municipal Code of the Town of Monongah be amended and re-enacted to read as follows:

Section 1. It shall be the duty of every person who shall own, keep or allow to be kept any animal of the dog kind within the town, to report the same to the recorder for registration in a book to be kept by him for the purpose, in which shall be entered the name of the person owning, keeping or allowing to be kept such animal, the kind of dog, whether male or female, together with the number of the tag to be attached to such animal. If any person owning, keeping or allowing to be kept such animal shall fail to make such report for ten days after the first day of July in each year after the year 1896, he shall be fined, upon conviction, not less than three nor more than ten dollars. And in case any person shall become the owner or possessor of any such animal after the first day of July in any year, he shall, within ten days thereafter, report such animal to the recorder for registration as aforesaid, and in case he shall fail to make such report he shall be liable to a fine of not less than three nor more than ten dollars.

Section 2. Every dog in the town shall wear attached to a collar a tag bearing a number selected by the recorder. Any dog found on any street, alley or public ground without such tag shall be taken up by the sergeant and kept securely in some place selected by him for one week, and if such dog is not claimed within that time he shall be killed by such sergeant. But if within one week the dog is claimed the person so claiming it must show to the satisfaction of the mayor that it is his or under his control; that the required tag had been securely attached, and that he had used due diligence to obey the provisions of this ordinance. Upon compliance with these provisions and the payment of the sum of fifty cents, the said officer shall deliver such dog to such claimant. But nothing in this section shall prevent any person from purchasing any dog remaining unclaimed at the end of one week from the time of his capture, and any money realized from such sale shall go to the general fund.

Section 3. The tag to be used as aforesaid shall be provided by the recorder at the expense of the town, but if such owner desire, he

may furnish such tag with the approval of the recorder. It shall be the duty of the recorder within fifteen days after the first of July in each year to furnish to the sergeant a list of persons who have made the reports to the recorder as required by section one, and the number of the tag or tags given them by the recorder.

Section 4. Receipts for taxes on dogs shall be separate from other tax receipts, and specify all the items required to be specified in the register of dogs. Such receipt when paid shall exempt such animal from further taxation until the first day of July following the date of such receipt.

Section 5. It shall be the duty of the recorder to make out and deliver to the sergeant for collection tax receipts for dogs, and he shall charge him therewith, and the sergeant shall collect the same, for which he shall receive the same commissions as on other taxes.

Section 6. If any person liable to pay any dog tax fails or refuse for three months after the assessment of such tax to pay the same, it shall be the duty of the sergeant to kill such animal.

Section 7. Any person owning, keeping or allowing to be kept, any dog, shall keep such dog on his own premises, and shall keep such dog off of the streets and sidewalks of said town, unless such dog be accompanied by the owner of same. Any person violating this section shall be liable to a fine of not less than one dollar (\$1.00) nor more than ten dollars (\$10.00), for each offense.

CHAPTER VIII.

An Ordinance Providing Regulations Guarding Against
Danger by Fire.

Be it ordained by the Common Council of the Town of Monongah:

Section 1. It shall be unlawful for any one to willfully cause a false alarm of fire, or to cry "fire," or to ring any bell, or to do anything creating or tending to create a false alarm of fire.

Section 2. It shall be unlawful to boil oil, tar or varnish within twenty feet of any building in this city.

Section 3. It shall be unlawful for any person to keep or store more than fifty pounds of any nitro glycerine, fulminating powder or any substance of similar dangerous character, in any building or warehouse in the town limits within two hundred feet of any dwelling.

Section 4. It shall be unlawful for any person to keep in a shop, store, warehouse or other house or building within this town without the special authority or permission of the council, a great quantity of powder at any time than fifty pounds, and every day a greater quantity is kept in this town as aforesaid without such permission, shall constitute a distinct offense.

Section 5. It shall be unlawful for any person to transport within the limits of this town in any dray, cart or other vehicle, one or more kegs of powder, unless the dray, cart or other vehicle is covered with straw or canvas.

Section 6. It shall be unlawful for any owner or occupant of a livery or other stable, or of any out house that may contain any straw or other fodder, or any person in his employment, to use or carry therein any lighted candle or other light, unless the same is secured with a tin, horn or glass lantern or other contrivance deemed safe by council.

Section 7. It shall be unlawful for any person to remove, or aid in removing any part of the apparatus of any of the fire companies of this town from the buildings containing the same, or to use the same for any purpose whatsoever, except with the knowledge and consent of the officer of the fire department having charge thereof, and in case of a fire to be used bona fide for the extinguishment of the fire.

Section 8. Any person violating any of the provisions of the foregoing seven sections shall be fined not less than one nor more than twenty dollars.

CHAPTER LX.

An Ordinance: In Relation to the Election of Municipal Officers and Contested Elections.

Be it ordained by the Common Council of the Town of Monongah:

Section 1. Every municipal election for the election of town officers held under the charter of the Town of Monongah, or under any ordinance thereof, shall be held and conducted in conformity with the provisions of chapter III of the Code of West Virginia, Third Edition, 1891, and the Acts of the Legislature of West Virginia amendatory thereof.

Section 2. All contested elections to the office of mayor, recorder or councilman shall be heard and decided by the council. Said election contests shall be heard and determined in the manner prescribed for the hearing and determining of election contests for any county or district office as contained in sections 1, 2 and 3 of chapter VI of the said Code of West Virginia, Third Edition, 1891, and the Acts of the Legislature of West Virginia amendatory thereof, except that the duties therein required of the clerk of the County Court shall be performed by the recorder, and the duties therein required of the County Court shall be performed by the council, and that the duties therein required of the sheriff shall be performed by the sergeant.

CHAPTER XL

An Ordinance: In Relation to the Commencement and Construction of Ordinances.

Be it ordained by the Common Council of the Town of Monongah:

Section 1. Every ordinance of the council shall take effect and be in force from its passage, unless it be otherwise provided by the ordinance itself or be manifestly inconsistent with the intention of the council.

Section 2. The repeal of an ordinance, or its expiration by virtue of any provision contained therein, shall not affect any offense committed, or penalty or punishment incurred, before the repeal took effect or the law expired, save only that the proceedings thereafter had shall conform, as far as practicable, to the laws in force at the time such proceedings take place, unless otherwise specially provided.

Section 3. When an ordinance which has repealed another is itself repealed, the former ordinance shall not be revived without express words for the purpose.

Section 4. The time within which an act is to be done shall be computed by excluding the first day and including the last, or if the last be Sunday, it shall also be excluded.

Section 5. When an ordinance requires an act to be done by an officer or person, it shall be sufficient if it be done by his agent or deputy, unless it be such as cannot be lawfully done by deputation.

Section 6. The following rules shall be observed in the construction of ordinances, unless a different intent be apparent from the context:

First—A word importing the singular number only may be applied to several persons or things, as well as to one person or thing; a word importing the plural number only may be applied to one per-

CHAPTER X.

An Ordinance: In Relation to Old Ordinances, Contracts
and Agreements.

Be it ordained by the Common Council of the Town of Monongah:

Section 1. All contracts, agreements or stipulations heretofore entered into by the Town of Monongah with any corporation, person or persons shall be and remain in full force and effect and shall be governed and controlled according to the terms set forth in such respective contracts, agreements or stipulations, but all ordinances, acts or orders of said town heretofore enacted and passed in conflict with any of the provisions of these ordinances are hereby repealed and declared vacated.

Section 2. These ordinances are hereby declared to be the ordinances of the Town of Monongah, and shall take effect and be in operation as the law of said town from and after the 31st day of July, 1895.

son or thing as well as to several, and a word importing the masculine gender only may be applied to females as well as males.

Second—The words, "the mayor," includes any person lawfully exercising his authority.

Third—The word "person" includes corporations, if not excluded by the context.

Fourth—The word "offense" includes every act or omission for which a fine, forfeiture or punishment is imposed by ordinance.

Fifth—Unless otherwise specially provided, all fines or forfeitures imposed by or under any of the ordinances of the council shall accrue to the town and be applied as directed by the council.

CHAPTER XII.

An Ordinance: Adopting the Provisions of Chapter 47 of
the Code of West Virginia.

Be it ordained by the Common Council of the Town of Monongah:

That in addition to the powers conferred on the municipal authorities of the Town of Monongah by its certificate of incorporation, and carried into effect by its regularly adopted ordinances, by-laws, &c., the municipal authorities of said town are hereby authorized to exercise all the powers conferred upon the municipal authorities of cities, towns and villages by Chapter 47 of the Code of West Virginia as amended, and for this purpose Chapter 47 of the Code aforesaid is hereby adopted as an ordinance of this town.

CHAPTER XIII.

An Ordinance: Providing for the Entering and Searching
a House or Other Place.

Be it ordained by the Common Council of the Town of Monongah:

Section 1. If the sale of intoxicating liquors is carried on clandestinely in any house, building or any other place, or in such a manner that the person so selling can not be seen or identified, any sheriff, sergeant or other officer charged with the execution of a warrant for the search of such house, building or other place, and the arrest of the parties found therein, may whenever it is necessary for the arrest and identification of the person so selling, break open such house, building or place.

CHAPTER XIV.

An Ordinance: To Provide for the Regular Roofing and Re-roofing of Houses and Other Structures, and to Provide Against Danger by Fire from Unsafe Roofs, Stoves, Stove-pipes, Fire Places and Chimneys.

Be it ordained by the Common Council of the Town of Monongah:

Section 1. It shall be unlawful hereafter for any person to roof any new building or structure within this town, or re-roof any old building or structure within this town, with other than non-combustible material. Any person or persons who shall violate the foregoing provisions of this section shall be fined not less than five dollars nor more than fifty dollars. Whenever it shall come to the knowledge of the sergeant that any new building or structure within this town is being roofed, or any old building or structure within this town is being re-roofed, with other than non-combustible material, it shall be his duty to report the same to the mayor of this town, who shall forthwith notify in writing the owner of such building or structure to remove such roof of other than non-combustible material; and if such notice be not complied with by such owner by the removal of such roof of other than non-combustible material within two days of its service thereof on him, he shall, for such failure to so comply, pay to this town a fine of not less than five dollars nor more than fifty dollars; and a further fine of ten dollars shall be imposed for every twenty-four hours such roof of other than non-combustible material is permitted to remain after two days from the time such notice is served upon the owner; and the mayor shall have authority to have such roof of other than non-combustible material removed at the expense of the owner of the property.

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Section 2. Whenever it shall come to the knowledge of the sergeant that the roof of any building or structure in this town has, by reason of age, wear or other cause, become so unsafe as, in his opinion, to expose adjoining property to danger from fire; it shall be the duty of such sergeant to report the same to the mayor of this town who shall forthwith notify in writing the owner of such building or structure to make the roof thereof safe, and if such notice be not complied with within two days from its service he shall, for such failure to comply, pay to this town a fine of not less than five dollars nor more than fifty dollars; and a further fine of ten dollars shall be imposed for every twenty-four hours such roof is permitted to re-

main in said unsafe condition after two days from the time such notice is served upon the owner; and the mayor shall have authority to have such unsafe roof removed at the expense of the owner of the property.

Section 3. It shall be unlawful hereafter for any person to build, put or place any stove, stove-pipe, fire place or chimney in or upon any building or structure in this town in such manner as to expose adjoining property to danger from fire. And it shall be unlawful for any person to knowingly allow or permit any stove, stove-pipe, fire place or chimney in or upon any building owned by him within this town to become or be unsafe so as to expose adjoining property to danger from fire. Any person or persons who shall violate the foregoing provisions of this section shall be fined not less than five dollars nor more than fifty dollars. Whenever it shall come to the knowledge of the sergeant that any person has built, put or placed any stove, stove-pipe, fire place or chimney in or upon any building or structure in this town in such manner as to expose adjoining property to danger from fire, or that any person knowingly allows or permits any stove, stove-pipe, fire place or chimney in or upon any building or structure owned by him in this town to become or be unsafe so as to expose adjoining property to danger by fire, it shall be the duty of said sergeant to report the same to the mayor of this town, who shall forthwith notify in writing the owner of the property to make the same safe; and if such notice be not complied with by such owner within two days from its service, he shall, for such failure to comply, pay to this town a fine of not less than five dollars nor more than fifty dollars; and a further fine of ten dollars shall be imposed for every twenty-four hours (after two days from the service of such notice) such stove, stove-pipe, fire place or chimney is permitted or allowed to remain in such unsafe condition; and the mayor shall have authority to have such stove, stove-pipe, fire place or chimney torn down or removed at the expense of the owner of the property.

CHAPTER XV.

An Ordinance: To Preserve the Good Order and Well Being
of the Citizens, and with Respect to Employers of
Miners and Other Employees, and Interference
with the Same.

Repealed—December 22, 1925.

CHAPTER XVI.

An Ordinance: Establishing and Regulating the Fire Department of the Town of Monongah.

Be it ordained by the Common Council of the Town of Monongah:

Section 1. The sergeant, together with the fire committee of the council, shall constitute the fire department of the Town of Monongah.

Section 2. The council shall have the power from time to time to appoint such other employees as may be necessary to render efficient service in protecting the citizens and property in said town from fire, and said employees shall perform such duties as may be required of them by the fire department, but shall not be officers of said city. And the sergeant shall have power to suspend any person so appointed, and report the same to the council.

Section 3. Volunteer hose companies, and hook and ladder companies, may be organized and maintained within the Town of Monongah, which companies may elect their own officers, but shall at all times be subject to such regulations as to their organization, discipline, service, drill and control as may be prescribed or directed by the council.

Section 4. The sergeant shall be responsible for the discipline and good order of the men and employees in the fire department (provided for in sections one and two), and for the proper care of all property, apparatus, fixtures and furniture belonging to the fire department of this town, and it shall be his duty to keep all such property, fixtures, apparatus and furniture in its proper place and in good repair. It shall be his duty, together with the persons and employees in the fire department, upon the alarm of fire to immediately attend upon the same with such fire apparatus in his control that may be advantageous, and while going to, and attending upon such fire, said sergeant shall have police power within said town, and may clear and close up any streets and alleys in the vicinity of, and leading to the place of fire, as may be necessary for the proper discharge of his duty. In the absence of the sergeant any member of the fire committee shall have the same powers as the sergeant is given hereunder. All fire department apparatus, fixtures and property while going to the place of alarm of fire shall have right of way and choice of sides upon the streets and alleys of the town.

Section 5. If any person shall willfully obstruct or resist any officer or employee of the fire Department, or any police officer attending the fire, in the discharge or performance of his duty, or shall willfully obstruct passage or progress of any fire department apparatus in going to the place of alarm of fire, he shall, upon conviction, pay to the town a fine not exceeding fifty dollars, and may also be punished with imprisonment not exceeding thirty days.

Section 6. It shall be unlawful for any person to obstruct or injure any fire or water plug, or delay access thereto by placing or leaving any boxes, goods, building material or any other obstructions on any street or alley within twenty feet of such plug.

Section 7. It shall be unlawful for any person to raise a false alarm of fire.

Section 8. It shall be unlawful for any person in any manner to interfere with any apparatus of the fire department.

Section 9. Any person who shall violate any of the next three preceding sections of this ordinance shall, upon conviction, for each offense be fined not less than five dollars nor more than fifty dollars.

CHAPTER XVII.

An Ordinance: For the Government and Protection of the
Town of Monongah Water Works.

Repealed—December 22, 1925.

CHAPTER XVIII.

An Ordinance: In Relation to the Town Curfew.

Be it ordained by the Common Council of the Town of Monongah:

Section 1. It shall be unlawful for any minor under the age of sixteen (16) years, to be or remain upon any of the public streets, alleys, commons, or public highways of said city, or to loiter, or to linger about any of the public or private buildings of said city, and adjacent to said streets, alleys, commons or public highways after the hours of nine o'clock P. M. (eastern time) in the evening of any day and before the hours of four o'clock in the morning of the succeeding day from the first day of April, in each year until the first day of November following, or after the hours of eight o'clock P. M. (eastern time) and before the hours of five o'clock of the morning of the succeeding day from the first day of November in each year to the first day of April, following, unless accompanied by some person of mature years as hereinafter provided, or for any parent or guardian or other person having the custody and control of such child to allow such child to be upon said streets, alleys, commons or public highways of said city after the hours hereinbefore specified, unless accompanied by some person of mature years, and said person having the legal custody and control of said child or some person duly authorized by such parent or guardian to have the custody and care of said child.

Section 2. The provision of section one of this ordinance shall not apply to minors engaged in selling newspapers, or as district or telegraph messengers, or minors engaged in lawful employment requiring them to be on the streets during such prohibited hours in the proper discharge of their duties while so employed.

Section 3. It shall be the duty of the police to ring a bell or sound a whistle in said town, at five minutes before nine o'clock P. M. from April the first until November the first and five minutes before eight o'clock P. M. from November the first to April the first, so that all minors (children under age) will have five minutes to reach home, after which time it will be unlawful for any such minor to be on the street.

Section 4. Whoever violates any of the provisions of this ordinance shall, upon conviction thereof, be fined not exceeding ten dollars (\$10.00) and costs of prosecution, and may be imprisoned in the city prison until such fine and costs are paid; provided however that no imprisonment shall exceed ten days.

CHAPTER XIX.

An Ordinance to Regulate the Use, by Vehicles and Pedestrians, of the Streets, Alleys and Public Places Within the Town of Monongah.

PENALTY.

Be it ordained by the Common Council of the Town of Monongah:

GENERAL.

Section 1. This ordinance is adopted in the interest of public safety and convenience, and is designed to promote the general peace, health, safety, welfare and good government of the town.

Section 2. Every person, firm or corporation, shall comply with observe, and obey, when applicable to him or it, all the provisions, requirements and regulations contained herein and the regulations and orders of the mayor adopted or issued in pursuance hereof.

Section 3. Any person, firm or corporation who or which violates or fails to comply with any provision of this ordinance or any regulation or order of the mayor, adopted or issued in pursuance hereof, shall, upon conviction, except where otherwise specifically provided, be subject to a fine of not less than two dollars nor more than one hundred dollars, or (in case of a person) by imprisonment for not more than thirty days, or by both fine and imprisonment.

Section 4. This ordinance and the various parts, sections and clauses hereof are hereby declared to be severable. If any part, section or clause is adjudged unconstitutional or invalid, it is intended that the residue of the ordinance shall not be affected thereby.

RULES BY MAYOR.

Section 5. The mayor shall have power by rules adopted by him to:

(a) Designate the streets or parts of streets upon which there shall be no parking of vehicles, or upon which there shall be no parking for a limited time.

(b) Establish one-way streets.

(c) Cause limit lines to be marked upon the pavements, streets and sidewalks for the direction of pedestrians and others.

Section 6. No rule adopted by the mayor pursuant to the provisions hereof shall become operative until one or more suitable and durable signs or standards containing the substance of the particular rule, are placed upon or affixed to the street or place affected.

Section 7. No person shall willfully move, destroy, deface, change the wording of, or otherwise interfere with, any sign, or standard erected or established by the mayor or police department.

Section 8. The mayor shall have the authority, when he deems it in the interest of public safety or convenience, temporarily to close any street, alley or portion of the same to vehicular traffic, or foot traffic or to divert such traffic therefrom.

ACCIDENTS.

Section 9. Every person driving a vehicle, or street car, within the city involved in an accident which causes injury to any person or which results in a vehicle becoming so disabled as to be incapable of being propelled in its usual manner shall give immediate notice and make a full report thereof to the police department, or the officer in charge of the police station.

LIGHTS.

Section 10. Four-wheeled vehicles, which are motor driven, shall be equipped with two front lights and one rear light. These lights shall be burning at all times while the vehicle is upon the streets, whether standing or moving, in the night time. Provided, that nothing in this section shall be construed to mean that lights shall be required to be burning when cars are parked at any regular parking place.

Section 11. Motorcycles, either with or without side cars, shall be equipped with one front light and one rear light, which shall be burning under the same conditions and for the same time as prescribed for four wheel motor vehicles.

Section 12. Bicycles shall be equipped with one front light which shall burn during the night time, visible for at least one hundred feet.

Section 13. All horse drawn vehicles, and all motor vehicles not herein otherwise treated with respect to lights, shall be equipped with one front and one rear light, or a light visible from both the front

and rear, which shall be burning during the night time while on the streets.

Section 14. No acetylene, electric or other head light shall be used on any vehicle or street car while being operated in the town unless such lights are lowered, controlled or dimmed so as not to dazzle or blind any other driver or any pedestrian.

SIGNALS.

Section 15. Every vehicle, except such as are horse drawn, in use upon the streets of the town shall have attached thereto, a gong, bell, horn or other adequate signal in good working order, and of proper size and character sufficient to give warning of the approach of such vehicle, but such signal shall not be sounded except when necessary to give warning.

Section 16. A driver intending to turn his vehicle to the left shall extend his arm outside his vehicle in a horizontal position and slow down. A driver intending to turn his vehicle to the right shall extend his arm outside his vehicle with the fore-arm raised at right angles, and slow down. A driver intending to stop or slow up his vehicle shall extend his arm outside his vehicle and move it up and down in a vertical direction.

Section 17. Every person using any vehicle on any street shall drive such vehicle on the portion to the right of the center of the street, except where the right side of the street is in such condition as to be impassable.

Section 18. It shall be unlawful for any vehicle to overtake or pass another moving vehicle going in the same direction at street intersections.

No vehicle shall be turned around at the intersection of Main and Bridge Streets or at the intersection of any street along the state highway.

SPEED.

Section 19. No person shall drive a vehicle upon the streets at a rate of speed exceeding fifteen miles an hour in said town.

Section 20. No vehicle shall stop with its left side to the curb, except on streets where there is one way traffic.

RIGHT OF WAY.

Section 21. When two or more vehicles shall arrive at a street

intersection at the same time, the vehicle on the right hand of any driver shall have the right of way.

Section 22. Before making a turn a signal shall be given by indicating the intention of the driver. Signals shall be in accordance with the rules laid down by the State Road Commission of West Virginia.

Section 23. No vehicle, except fire, police, physicians in emergency call, hospital or United States mail vehicles, while on duty, shall be driven through a funeral or other procession, except with the permission of a traffic officer.

RECKLESS DRIVING.

Section 24. Reckless driving, within the meaning of this ordinance, shall be deemed to include the following offenses, which are hereby prohibited:

- (a) Driving while under the influence of liquor, drugs or narcotics.
- (b) Driving faster than ten miles per hour when closely approaching a pedestrian in the street.
- (c) Driving at more than half the legal rate of speed prescribed for the district when entering an intersecting street.
- (d) Driving a vehicle when it is not under control.
- (e) Passing or attempting to pass two other moving vehicles going in the same direction, which are abreast or nearly abreast, except when directed by a traffic officer.
- (f) Turning a street corner in a manner endangering the safety of pedestrians or property.
- (g) Failing to give those approaching a sufficient warning signal or notice before making a left hand turn.

BLOCKING STREETS; HORSES.

Section 25. It shall be unlawful for a person to block or interfere with access to crosswalks, or to stand so as to interfere with the free movement of pedestrians upon any part of the sidewalks. Pedestrians shall not stand at street corners so as to hinder persons crossing or who desire to cross the streets.

Section 26. No horse shall be left unattended in the streets of the town unless he is securely fastened.

DRIVING WHILE INTOXICATED.

Section 27. No person shall drive or operate any vehicle, motor driven or otherwise, or street car, upon any street of the town, when intoxicated or under the influence of liquor, drugs or narcotics, and any person violating this provision shall be guilty of an offense and upon conviction thereof shall be fined not less than twenty-five dollars, nor more than one hundred dollars, and in addition thereto may be imprisoned not exceeding thirty days.

Section 28. No person under the age of fourteen years shall drive any self-propelled vehicle.

Section 29. No person shall ride or jump upon any vehicle without the consent of the driver. No person shall tamper with any vehicle not in his charge or ring or sound any bell or sounding device thereon.

MUFFLER; DRIVING ON SIDEWALKS.

Section 30. Every motor vehicle using gasoline or other explosive mixtures as a motive power, shall be equipped with and use a muffler which shall be sufficient to deaden the sound of the explosives; and such muffler shall not be disconnected or cut out while such motor vehicle is being operated upon any street of the town.

Section 31. No person shall drive any vehicle, bicycle or motorcycle or use any mercantile push carts upon the paved or otherwise prepared sidewalks intended for pedestrians.

STOPPING ENGINE; ALL NIGHT PARKING.

Section 32. The engine or power plant in any motor vehicle shall be shut down and not permitted to run or operate while such vehicle is standing on any street, within the town, unless some person competent to manage and operate such vehicle be present with the same.

Section 33. No horse-drawn, motor-driven or self-propelled vehicle shall be left standing or parked all night on any street in the town, unless in an emergency, and then only upon special permission had and received from the police department or the mayor.

ENFORCEMENT; FIRE HOSE.

Section 34. It shall be the duty of the police department of the town, under the direction of the mayor, to enforce all the provisions and terms of this ordinance.

Section 35. It shall be an offense for any person to drive a vehicle or street car over any fire hose or other hose of the town.

CHAUFFEUR LICENSE.

Section 36. No person who is required by the state law to be licensed as a chauffeur shall operate any vehicle in this town until he shall have complied with all of the provisions of such law. Every person licensed as a chauffeur shall at all times while acting as such have the metal tag of a chauffeur, issued to him by the State Road Commission properly displayed, and shall exhibit the same upon the request of any traffic officer.

REGISTRATION.

Section 37. Every person operating a motor vehicle shall comply with all the law requirements of the state law with reference to registration and shall have on his person when operating a motor vehicle such registration card issued by the State Road Commission. The same shall be exhibited to any traffic officer upon request.

NAILS, GLASS, ETC.

Section 38. It shall be unlawful for any person to place nails, glass or other sharp substances upon the streets, which may injure the tires of vehicles. It shall be the duty of any person accidentally breaking glass or dropping other sharp substances upon the streets, capable of doing injury to the tires of vehicles, to immediately pick the same up from the streets so as to prevent injury. It shall be unlawful for any person to place nails, glass or other sharp substances upon a driveway upon his own property or on the property of another with intent to inflict injury upon any vehicle or the tires thereof.

SPECIAL RULES.

Section 39. In cases of emergency and when public safety so requires, the mayor is hereby authorized and empowered to make special rules and regulations governing traffic for a limited time.

EXPLANATORY.

Section 40. If the penalty herein prescribed for any offense herein defined shall exceed, or be contrary to, or be different from, the penalty prescribed by state law for a like offense, in the instances, if any such there be, where the town is not empowered to prescribe or impose penalties in excess thereof or contrary thereto, or differing therefrom, the penalty to be inflicted in such case shall be such as is prescribed by such state law in lieu of the penalty herein prescribed therefor.

Section 41. All ordinances, or parts of ordinances in conflict with this ordinance, are, in so far as they so conflict, hereby repealed.

APPENDIX OF FORMS

FORM 1—COMPLAINT

State of West Virginia, Town of Monongah, To-wit:
this day makes complaint and information, upon oath, before me, Mayor of the Town of Monongah, that on the.....day of....., 19.....,did unlawfully.....against and in violation of the laws and ordinances of the said Town of Monongah.
 Therefore, the said.....prays that the saidmay be apprehended and held to answer the said complaint and charge aforesaid, and be dealt with in relation thereto according to law.

Taken, subscribed and sworn to before me this.....day of....., 19.....

.....
 Mayor of the Town of Monongah.

FORM 2—WARRANT.

State of West Virginia, Town of Monongah, To-wit:
 To the Chief of Police of the Town of Monongah, Greeting:

Whereas, has this day made complaint and information on oath before me, Mayor of the Town of Monongah, that has violated the laws and ordinances of said Town, in this, to-wit, that he, the said did on the day of....., 19....., within the said Town, unlawfully against the peace and laws aforesaid.

These are, therefore, in the name of the State of West Virginia, to require you to apprehend the said and bring h..... body before me at the mayor's office in the Town aforesaid, forthwith, to be dealt with in the premises for the said offense according to the provisions of the ordinances, aforesaid, and the law in such case made and provided.

Given under my hand this day of....., 19.....

.....
 Mayor of the Town of Monongah.

Complainant's Witnesses:

Defendant's Witnesses:

.....

FORM 3—SUMMONS

The State of West Virginia:

To the Sergeant of the Town of Monongah, Greeting:

Whereas, has this day made verbal complaint before me, mayor of the Town of Monongah, that has violated section of chapter, an ordinance of said town, to-wit, that he, the said did, on the day of, 19....., within the said town [here describe the offense as set out in the ordinance] against the form of the ordinance aforesaid.

Therefore, good reason appearing therefor, you are hereby required, in the name of the State of West Virginia, to summon the said to appear before me, at the mayor's office, in the town aforesaid, at o'clock....., to answer the charge aforesaid, and to show cause, if any he can, why he should not be dealt with according to the provisions of the said ordinance and the law in such case made and provided.

Given under my hand this day of, 19.....
....., Mayor.

Summon as witnesses:

For the Town,

For the Defendant,

.....
.....
.....

FORM 4—CONVICTION

Town of Monongah

vs.

} Upon a complaint for [here
} briefly state the nature of the
} offense.]

Be it remembered that on the day of in the year, in the Town of Monongah, A. B. came before me, mayor in and for said town, and informed me that C. D., on the day of, in the year, in the said town, did, &c., [here set forth the charge as contained in the summons or warrant].

Whereupon, the said C. D. was duly summoned to appear before me to answer the said charge, on the day of at the mayor's office in the said town, and appeared before me [or, did not appear before me], pursuant to said summons [or, if a warrant instead of a summons was issued, for "was duly summoned," &c., say, was on the day of, in the year, in the

said town, brought before me to answer the said charge, by virtue of a warrant duly granted), and the truth of the said charge being then and there examined into by me, and the evidence of the following witnesses, viz: H. F. &c. given upon oath, (and in the presence of the said C. D. if he be present,) being heard and considered, (or in case of a confession by the party, instead of "examined into," &c., say, voluntarily confessed by the said C. D. to be true), it appears to me that the said C. D. is guilty of the offense charged upon him in the said summons (or warrant), and I do hereby convict him of the offense aforesaid, and do adjudge that he pay to the Town of Monongah a fine of dollars and costs of prosecution.

Given under my hand this day of in the year

....., Mayor.

[Davis' Criminal Law, p. 399.]

FORM 5—IMPRISONMENT IN DEFAULT OF PAYMENT OF FINE.

(After Form 4 add:)

And immediate payment of the fine and costs aforesaid being required, in default of such payment, I hereby commit the said C. D. to the lock-up of said town for the period of (not to exceed thirty days) unless the fine and costs aforesaid are sooner paid. And I further direct that the said C. D. be confined upon a fare of bread and water.

Given under my hand this day of, 19.....

FORM 6—SENTENCE TO LABOR.

(After Form 4 add:)

And the fine and costs aforesaid not being promptly paid, I hereby sentence the said C. D. to work out the amount of the fine and costs aforesaid, under the direction, control and custody of the sergeant of said town, on the public streets thereof, at the rate of seventy-five cents a day. In case the said C. D. shall fail or refuse to do the work so required of him, it is ordered that the amount of the fine aforesaid be doubled, and that the said C. D. be confined in the lock-up of said town until the amount of the fine so doubled and the costs shall be paid or the said C. D. shall signify his willingness to do the work required of him, but such imprisonment shall not exceed thirty days.

Given under my hand this day of, 19.....

FORM 7—WARRANT CALLING SPECIAL MEETING OF COUNCIL

To be: Sergeant of the Town of Monongah:

You are hereby directed to notify the members of council that a special meeting thereof is called to meet at the Mayor's office, on the _____ day of _____, at _____ o'clock, to consider the following matters of business for which this meeting is called, viz.: (Here state the matters of business to be acted upon).

Given under my hand this _____ day of _____, 19____. (Sergeant's Return)

I have executed the foregoing warrant by giving information of its purport to _____, being all the members of council now in the town, this _____ day of _____, 19_____.

Sergeant

FORM 8—FOR THE ABATEMENT OF CERTAIN NUISANCES.

_____, 19_____

To _____

Your attention is called to the _____ section of the _____ chapter of the ordinances of the Town of Monongah, providing for the removal of _____ and to the fact that a certain _____ constitutes a nuisance such as is referred to in said ordinance upon the property owned by _____ and occupied by _____ at _____ street, within the corporate limits of said town, and is in violation of the provisions of said ordinance.

You will therefore take notice that if you shall neglect or refuse to comply with the provisions of said ordinance by removing said _____ within _____ days from this date, that I will proceed to remove the same, or cause the same to be removed, pursuant to and in accordance with the provisions of said ordinance, and the cost of such removal will be charged to you and the property aforesaid will be held liable for said costs.

Mayor.

(Sergeant's Return)

I executed the above notice by delivering to _____ in person a copy of same in writing on the _____ day of _____, 19_____.

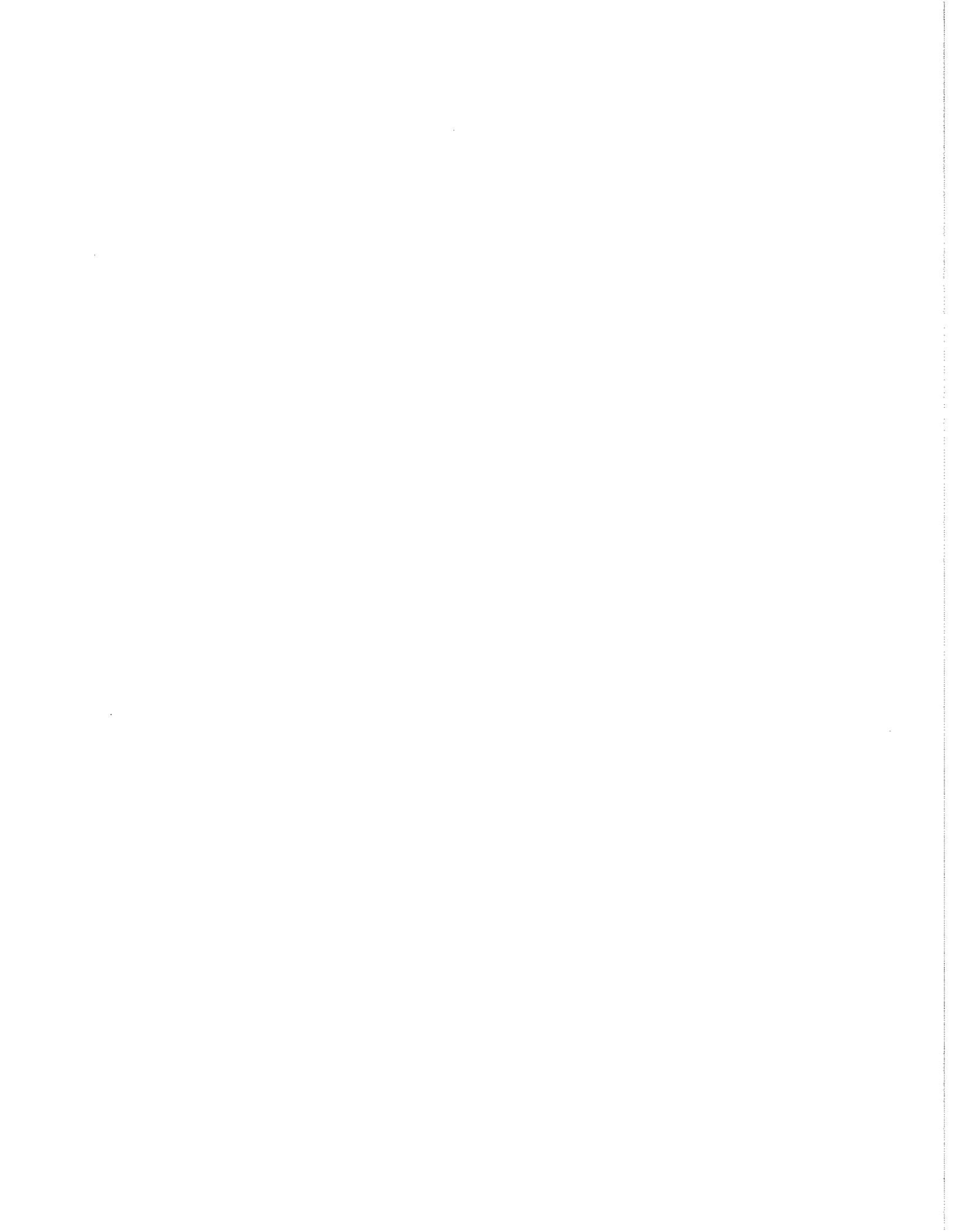
Sergeant.

FORM 9—FOR THE ABATEMENT OF SPECIAL NUISANCES
BY COUNCIL

Be it ordained by the Common Council of the Town of Monongah:

Section 1. That a certain (here describe the particular thing constituting the nuisance and the person maintaining it) be and the same is hereby declared to be a nuisance in the opinion of a majority of the whole council and ordered to be abated as such.

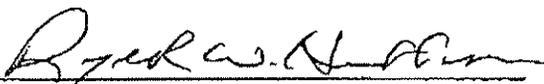
Section 2. That the said be and he is hereby required to abate the said nuisance (here state the manner in which he is required to abate it,) within days after he shall have been served with a copy of this ordinance, and in case the said..... shall refuse or neglect to comply with this notice, the mayor shall direct the street committee to abate the said nuisance in accordance with the requirements aforesaid, and the property upon which such nuisance exists shall be responsible for the costs of the same.



OATH OF OFFICE

STATE OF WEST VIRGINIA
MARION COUNTY
TOWN OF MONONGAH, WEST VIRGINIA

I do solemnly swear that I will support the Constitution of the United States of America and the State of West Virginia and that I will discharge the duties of my office to the best of my skill and judgment.



Council person signature
Mayor

Subscribed and sworn to before me this the 13th day of JULY, 2009



Recorder of the Town of Monongah

OATH OF OFFICE

**STATE OF WEST VIRGINIA
MARION COUNTY
TOWN OF MONONGAH, WEST VIRGINIA**

I do solemnly swear that I will support the Constitution of the United States of America and the State of West Virginia and that I will discharge the duties of my office to the best of my skill and judgment.



Council person signature

Subscribed and sworn to before me this the 13th day of July 2009.

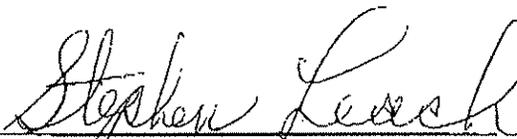


Recorder of the Town of Monongah

OATH OF OFFICE

**STATE OF WEST VIRGINIA
MARION COUNTY
TOWN OF MONONGAH, WEST VIRGINIA**

I do solemnly swear that I will support the Constitution of the United States of America and the State of West Virginia and that I will discharge the duties of my office to the best of my skill and judgment.


Council person signature

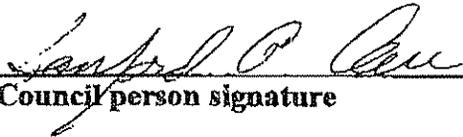
Subscribed and sworn to before me this the 27th day of July 2009


Recorder of the Town of Monongah

OATH OF OFFICE

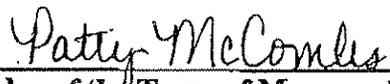
**STATE OF WEST VIRGINIA
MARION COUNTY
TOWN OF MONONGAH, WEST VIRGINIA**

I do solemnly swear that I will support the Constitution of the United States of America and the State of West Virginia and that I will discharge the duties of my office to the best of my skill and judgment.



Council person signature

Subscribed and sworn to before me this the 13th day of July 2009.

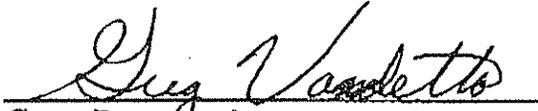


Recorder of the Town of Monongah

OATH OF OFFICE

**STATE OF WEST VIRGINIA
MARION COUNTY
TOWN OF MONONGAH, WEST VIRGINIA**

I do solemnly swear that I will support the Constitution of the United States of America and the State of West Virginia and that I will discharge the duties of my office to the best of my skill and judgment.



Council person signature

Subscribed and sworn to before me this the 17 day of July 2009.



Recorder of the Town of Monongah

OATH OF OFFICE

STATE OF WEST VIRGINIA
MARION COUNTY
TOWN OF MONONGAH, WEST VIRGINIA

I do solemnly swear that I will support the Constitution of the United States of America and the State of West Virginia and that I will discharge the duties of my office to the best of my skill and judgment.

Patty McCombs
Council person signature

Subscribed and sworn to before me this the 13th day of July 2009

Roger Huffman - Mayor
Recorder of the Town of Monongah

OATH OF OFFICE

STATE OF WEST VIRGINIA
MARION COUNTY
TOWN OF MONONGAH, WEST VIRGINIA

I do solemnly swear that I will support the Constitution of the United States of America and the State of West Virginia and that I will discharge the duties of my office to the best of my skill and judgment.

Donald J. Harris
Council person signature

Subscribed and sworn to before me this the 13th day of July 2009

Patsy McCombes
Recorder of the Town of Monongah

TOWN OF MONONGAH

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 Monongah does hereby adopt the following rules to make available, in advance, the date, time, place and agenda of all regularly scheduled meetings of the Council, and the date, time, place and purpose of all special meetings of the Council to the public and news media (except in the case of an emergency requiring immediate action) as follows:

1. Regular Meetings. A notice shall be posted and maintained by the Recorder at the front door or bulletin board of the Town Hall of the date, time and place fixed and entered of record by Council for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same location by the Recorder not less than 72 hours before such regular meeting is to be held. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined.

2. Special Meetings. A notice shall be posted by the Recorder at the front door or bulletin board of the Town Hall not less than 72 hours before a special 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 the 12th day of April, 2004.

**AMENDMENT TO THE CODE OF THE TOWN OF MONONGAH, WEST VIRGINIA
WITH REGARD TO WATER SERVICE RATES.**

BE IT ORDAINED by the City Council of the Town of Monongah that Water Service Rates be AMENDED as follows:

WATER SERVICE RATES

For the payment of the proper and reasonable expense of operation, repair, replacements, improvements, additions, betterments, extension, and maintenance of the water system and for the payment of the sums required to pay the principal and interest on all water revenue bonds as the same become due, and to pre-fund its debt service reserve account and build up its savings to help in case of bid overruns in connection with the proposed water system improvement project, there is hereby established a schedule of just and equitable rates, charges and penalties for the use of and services rendered by the Town of Monongah:

**RATES, RULES AND REGULATIONS FOR FURNISHING
WATER**

in the Town of Monongah, Marion County, West Virginia

RULES AND REGULATIONS.

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.

APPLICABILITY.

Applicable in entire territory served.

AVAILABILITY OF SERVICE.

Available for general domestic, commercial and industrial service.

RATES. (For all customers with metered water supply).

First 2,000 gallons used per month	\$9.68 per 1,000 gallons,
Next 13,000 gallons used per month	\$6.79 per 1,000 gallons,
Next 35,000 gallons used per month	\$4.44, per 1,000 gallons,
All Over 50,000 gallons used per month	\$2.84 per 1,000 gallons.

MINIMUM CHARGE.

No monthly bill will be rendered for less than the following amounts, according to the size of meter installed (based on 2,000 gallon minimum usage).

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COMMISSION
SECRETARY'S OFFICE

5/8" inch meter	\$19.36,
3/4" inch meter	\$29.04,
1" inch meter	\$48.40,
1 1/2" inch meter	\$96.80,
2" inch meter	\$154.88,
3" inch meter	\$290.40,
4" inch meter	\$484.00,
6" inch meter	\$968.00,
8" inch meter	\$1,548.80.

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COMMISSION
SECRETARY'S OFFICE

RESALE RATE.

All water for resale to the Town of Farmington, the Town of Worthington and Coon's Run Public Service District will be billed in accordance with the approved rate of \$1.85 per 1,000 gallons use per month.

DELAYED PAYMENT PENALTY.

The above schedule is net. On all current usage billings not paid within twenty (20) days 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.

A tap fee of \$250.00 will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

CHARGE FOR RECONNECTION.

\$ 25.00.

To be charged whenever the supply of water is turned off for violations of rules, non-payment of bills or fraudulent use of water.

WATER SERVICE DISCONNECT/RECONNECT/ADMINISTRATIVE FEES.

For the payment of the fees related to the disconnection of water service for non-payment of sewer bills, pursuant to an agreement with the Greater Marion Public Service District, the schedule of rates, charges and penalties for the use of and services rendered by the Town of Monongah shall be as follows:

Disconnect/Reconnect/Administrative Fees

Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with Greater Marion County Public Service District, a disconnection fee of \$25.00 shall be charged; or in the event the delinquent sewer bill is collected by the Town of Monongah, an administrative fee of \$25.00 shall be charged.

Whenever water service, which has been previously disconnected or otherwise withheld

for non-payment of a sewer bill in conjunction with a water service termination agreement with Greater Marion County Public Service District, is reconnected, a reconnection fee of \$25.00 shall be charged.

RETURNED CHECK CHARGE.

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

LEAK ADJUSTMENT.

\$0.68 per M gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. The rate shall be applied to all such consumption above the customer's historical average usage.

SECURITY DEPOSIT.

A deposit of \$50.00 or 2/12 of the average annual usage of the applicants specific customer class, whichever is greater.

WATER METER RE-READ.

\$12.00.

WATER METER REMOVED AND TESTED.

\$25.00.

PRIVATE FIRE PROTECTION SERVICE.

Where connections, hydrants, sprinklers, etc. on private property are maintained by the consumer:

RATE.

2 inch service line with hydrants, sprinklers, and/or hose connections	\$5.25 per month,
2.5 inch service line with hydrants, sprinklers, and/or hose connections	\$6.30 per month,
Sprinkler System	\$5.25 per month.

PUBLIC FIRE PROTECTION SERVICE.

Where connections, hydrants, sprinklers, etc. on private property are maintained by the utility:

RATE.

Fire hydrants	\$355.95 per month,
Sprinkler System	\$5.25 per month.

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W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

This ordinance takes effect Forty Five (45) days after final reading.

Passed on 1st Reading on this 26th day of November, 2007.

Public Hearing held on this 10th day of December, 2007.

Passed on 2nd Reading on this 10th day of December, 2007.

BY: Roger Huffman - Mayor
Roger Huffman, Mayor

ATTEST: Patty McCombs
Patty McCombs, Recorder

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COMMISSION
SECRETARY'S OFFICE

Town of Monongah Council Minutes

Date: November 26, 2007

Council present: Chick Davis, Steve Leach, Charlie Parker, Tim Wells

Employees attending: Art Yuchek, Bill McCombs, Tonia Posten, Donna Harris and Joe Carpenter

Meeting was called to order by Mayor Roger Huffman.

Kelly Kerns approached council about her water charge account. The water charge has been increasing over the last several months. The water regulator blew out and caused some damage in her home. The bill was adjusted to usage of 8,000 gallons each month. Mayor Huffman said we will call PSC and see what the town would be responsible for in this situation. Kelly is to bring in receipts that she has accumulated and get an estimate on replacing the line that also needs repaired.

Barbara Carpenter brought pictures to the council pertaining to the ongoing situation with the neighbors. Ms Carpenter said she did get about 90% of the area cleaned up. Mayor and council said we can not get involved in personal matters.

Mayor Huffman announced that it was the public hearing to approve the new contract for the garbage service with Waste Management. There were no objections.

Councilman Leach made a motion to accept the minutes from the previous meeting. Councilman Davis seconded the motion. The motion was carried.

Old Business:

The second reading of Ordinance No. 156-176 of the Town of Monongah AN ORDINANCE TO AUTHORIZE RATES OF GARBAGE SERVICE AND DELAYED PAYMENT PENALTY AND TO REPEAL ORDINANCE 119-139. Effective January 1, 2008 each residence shall pay \$15.00 (fifteen dollars) per month for garbage pickup. Councilman Parker made a motion to accept the ordinance as read. Councilman Wells seconded the motion. The motion was carried.

The town lawyer, Tom Michael was present with a Rule 42 Exhibit for fiscal year ended June 30, 2007. This exhibit was prepared in order for the water rate increase to become effective. The rate increase will be implemented when the necessary steps are taken, by doing this the rates will not increase by 54% as previously told. The rate will only increase at 48% since the town has decided to take the measure of getting an early start.

The first reading of Ordinance No. 157-177 AN AMENDMENT TO THE CODE OF THE TOWN OF MONONGAH, WEST VIRGINIA WITH REGARD TO WATER SERVICE RATES. Councilman Leach made a motion to accept the first reading of the ordinance. Councilman Parker seconded the motion. The motion was carried.

Mayor Huffman had the letter prepared for Consol to help fund the school bus shelters for Bridge Street.

New Business:

Christmas bonus was discussed and it will be the same as before. Full time employees will receive \$100.00. Part time employees \$50.00. Councilman Parker made a move on the Christmas bonus. Councilman Davis seconded the motion. The motion was carried.

Mayor Huffman said the Monongah Mine Disaster Remembrance will take place December 6th at 10am. The governor will be present along with the Bishop. The new bell will be consecrated. The children from Monongah Middle School will be here to read off the names of the ones who perished in the mines. There will be a moment of silence at 10:30am.

Financial Reports:

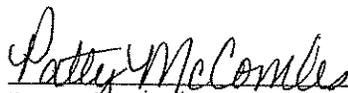
Councilman Leach made the motion to accept the Financial Reports for October. Councilman Parker seconded the motion. The motion was carried.

Next Meeting:

The next regular council meeting will be held Monday, December 10, 2007 @ 6:30pm in the Monongah Town Hall.

Adjournment:

Councilman Wells made a motion to close the meeting. Councilman Davis seconded the motion. The motion was carried.


Recorder, Patty McCombs


Mayor, Roger W. Huffman

Town of Monongah Council Minutes

Date: December 12, 2007

Council present: Chick Davis, Steve Leach, Tim Wells and Greg Vandetta

Employees attending: Art Yuchek, Bill McCombs and Tonia Posten

Meeting was called to order by Mayor Roger Huffman.

Mayor Huffman announced that it was the public hearing and the second reading of Ordinance No. 157-177 AN AMENDMENT TO THE CODE OF THE TOWN OF MONONGAH, WEST VIRGINIA WITH REGARD TO WATER SERVICE RATES. There were no objections.

Councilman Leach made a motion to accept the minutes from the previous meeting. Councilman Davis seconded the motion. The motion was carried.

Old Business:

The town lawyer, Tom Michael gave council an exhibit that Angie Vealey, CPA drafted up. It reflected the proposed rate if Monongah purchased water from the City of Fairmont at its current resale rate of \$1.93 per 1,000 gallons. If Fairmont had applied its 21% rate increase to the resale customers, its resale rate would be \$2.34 per 1,000 gallons. A calculation of the estimated cost of Monongah producing water would cost approximately \$2.00 per 1,000 gallons, after the project is complete to produce water.

The second reading of Ordinance No. 157-177 AN AMENDMENT TO THE CODE OF THE TOWN OF MONONGAH, WEST VIRGINIA WITH REGARD TO WATER SERVICE RATES. Councilman Wells made a motion to accept the first reading of the ordinance. Councilman Leach seconded the motion. The motion was carried.

The next step in proceeding with the water rate increase is to notify all customers and publish it in the legal ads. A press release will also need to be done immediately.

Mr. Michael explained to the council about the town having to go by the state codes rather than having a town charter. The population of the town is the reason being and therefore we can not change the terms of the council elected or the date on which the election is held.

New Business:

A Resolution for the Town of Monongah for the Waterworks System Refunding Bond Anticipation Notes, Series 2006 (Taxable) Draw Disbursement Request was needed for \$6,869.68. Councilman Wells made a motion to accept the Draw Disbursement Request. Councilman Vandetta seconded the motion. The motion was carried.

Mayor Huffman would like to "Thank" everyone who was involved in the Monongah Mine Disaster Remembrance on December 6th.

There will not be a second meeting this month due to the holiday.

Town employee Paul Prince is off for medical reasons and Greg Aldridge will be retiring in the near future. Council agreed to keep Kenny Kincaid on until Paul comes back.

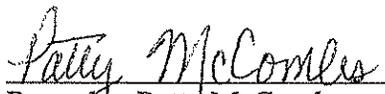
Councilman Wells said the flags by the bell need to have a light on them at night. This will need to be done when the electric is run to bell. Council talked about having the bell chime every morning at 10:30am in remembrance of the disaster.

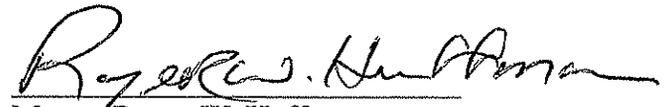
Next Meeting:

The next regular council meeting will be held Monday, January 14, 2008 @ 6:30pm in the Monongah Town Hall.

Adjournment:

Councilman Leach made a motion to close the meeting. Councilman Vandetta seconded the motion. The motion was carried.


Recorder, Patty McCombs


Mayor, Roger W. Huffman

AFFIDAVIT OF PUBLICATION

007600

State of West Virginia

County of Marion, to wit:

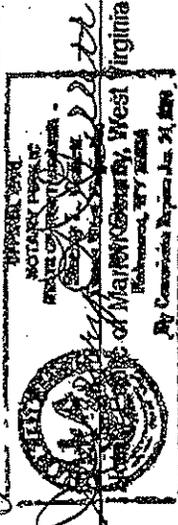
I, Juli Ann Y. Sell, being first duly sworn upon my oath,

do dispose and say that I am Legal Clerk of the TIMES WEST VIRGINIAN a corporation, publisher of the newspaper entitled the TIMES WEST VIRGINIAN an independent newspaper.

that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below, that such newspaper is regularly published daily except Saturday and Sunday, for at least fifty weeks during the calendar year, in the Municipality of Fairmont, Marion County, West Virginia; that such newspaper is a newspaper of "general circulation," as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforementioned municipality and Marion County; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial or social nature, and for current happenings, announcements, miscellaneous reading matter, advertisements and other notices.

that the annexed notice of water rate was duly published in said newspaper once week for 1 successive week (Class 1), commencing with the issue of the 30 day of November 2007, and ending with the issue of the 30 day of November 2007, and was posted at the front door of the Marion County Courthouse on the 30 day of November 2007; that said annexed notice was published on the following dates: November 30 2007 and the cost of publishing said annexed notice as aforesaid was \$ 36.71

and the cost of publishing said annexed notice as aforesaid was \$ 36.71
Taken, subscribed and sworn to before me in said county this 14 day of Dec 2007
My commission expires Jan 24, 2010



TOWN OF MONONGAH

Notice is hereby given that the Town of Monongah, a municipal corporation, will hold a hearing before the next regular meeting of the Board of Town Commissioners on a proposed ordinance, the principal object of which is the increase of water rates for customers of the water system operated by the Town of Monongah. The title of such ordinance is "Amendment to the Code of the Town of Monongah, West Virginia, with regard to 'Water Service Rates'". The final vote on adoption of said proposed ordinance shall be held in the Council Chambers of the Town of Monongah, Town Hall, 450 Bridge Street, Monongah, West Virginia on December 10, 2007, at six-thirty (6:30) p.m. Interested parties may appear and be heard at such time with respect to the passage of the proposed ordinance. Copies of the proposed ordinance are available at the office of the Clerk, Monongah Town Hall, in Monongah, West Virginia.

Fredy McCumber,
Recorder,
Town of Monongah

RECEIVED
2007 DEC 17 PM 9 28
WVA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

AFFIDAVIT OF PUBLICATION

007654

State of West Virginia
County of Marion, to wit:

I, Beverly A. Miller, being first duly sworn upon my oath,

do dispose and say that I am head Clerk of the **TIMES WEST VIRGINIAN** newspaper, publisher of the newspaper entitled the **TIMES WEST VIRGINIAN** an Independent news-
paper:

that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below, that such newspaper is regularly published daily except Saturday and Sunday, for at least fifty weeks during the calendar year, in the Municipality of Fairmont, Marion County, West Virginia; that such newspaper is a newspaper of "general circulation," as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforementioned municipality and Marion County; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial or social nature, and for current happenings, announcements, miscellaneous reading matter, advertisements and other notices.

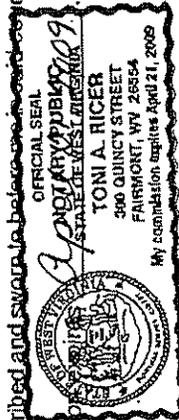
that the annexed notice of Change in Water Rates was duly published in said newspaper once week for 2 successive weeks (Class #), commencing with the issue of the 14 day of December, 2007, and ending with the issue of the 21 day of December, 2007, and was posted at the front door of the Marion County Courthouse on the 14 day of December, 2007; that said annexed notice was published on the following dates: December 14, 21, 28, 2007

and the cost of publishing said annexed notice as aforesaid was \$ 7.15767

Taken, subscribed and sworn to before me in and for said county this 8 day of January, 2008

My commission Beverly A. Miller
Toni A. Ricer
Notary Public of Marion County, West Virginia

RECEIVED
2008 JUN 18 AM 8 39
W VA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE



Legals

PUBLIC NOTICE OF CHANGE IN WATER RATES BY TOWN OF MONONGAH

NOTICE is hereby given that the Town of Monongah, a public utility, has adopted by ordinance on December 10, 2007 a tariff containing increased rates, tolls and charges for furnishing water service to 1416 customers at Monongah and surrounding areas in the County of Marion.

The proposed increased rates and charges will become effective January 24, 2008 unless otherwise ordered by the Public Service Commission and will produce approximately \$195,719.00 annually in additional revenue, an increase of 38.6%. The average monthly bill for the various classes of customers will be changed as follows:

(\$) INCREASE	INCREASE(%)
Residential \$10.36	48.9%
Commercial \$22.42	48.9%
Industrial \$57.88	48.9%
Resale	
None	None

Resale customers of the Town of Monongah include the Town of Farmington, the Town of Worthington, and the Conon's Run Public Service District.

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the proposed rates 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 increased 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 aggrieved by the changed rates or charges who presents Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility; or
- (2) Any customer who is served by a municipally operated public utility and who resides outside the corporate limits and who is affected by the change in 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.

Legals

(3) Any customer or group of customers who are affected by said change in 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, PO Box 612, 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 Town of Monongah in

Legals

The Monongah Town Hall 430 Bridge Street, Monongah 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 PO Box 612, Charleston West Virginia 25323. Patty McCombs, Records Town of Monongah Times: Dec. 14, 21, 2007

RECEIVED
 2008 JAN 18 AM 8 39
 W VA PUBLIC SERVICE COMMISSION
 SECRETARY'S OFFICE

AFFIDAVIT OF PUBLICATION

State of West Virginia
County of Marion, to wit:

I, Beverly A. Miller, being first duly sworn upon my oath,

do dispose and say that I am head Clerk of the **TIMES WEST VIRGINIAN** a corporation, publisher of the newspaper entitled the **TIMES WEST VIRGINIAN** an independent newspaper:

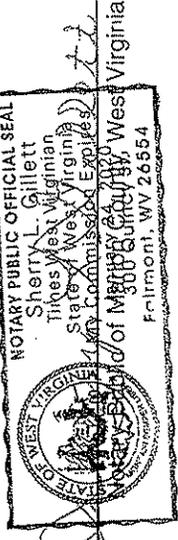
that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below, that such newspaper is regularly published daily except Saturday and Sunday, for at least fifty weeks during the calendar year, in the Municipality of Fairmont, Marion County, West Virginia; that such newspaper is a newspaper of "general circulation," as that term is defined in article three, chapter fifty-nine of the Code of West Virginia, 1931, as amended, within the publication area or areas of the aforementioned municipality and Marion County; that such newspaper averages in length four or more pages, exclusive of any cover, per issue; that such newspaper is circulated to the general public at a definite price or consideration; that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial or social nature, and for current happenings, announcements, miscellaneous reading matter, advertisements and other notices.

that the annexed notice of hearing was duly published in said newspaper once week for 2 successive weeks (Class IT), commencing with the issue of the 12 day of February, 2010, and ending with the issue of the 19 day of February, 2010, and was posted at the front door of the Marion County Courthouse on the 12 day of February, 2010; that said annexed notice was published on the following dates: February 12, 19, 2010

and the cost of publishing said annexed notice as aforesaid was \$ 230.41

Taken, subscribed and sworn to before me in said county this 22 day of Feb, 2010
My commission expires Jan 24, 2020

Beverly A. Miller



Legals

SYSTEM REFUNDING BOND ANTICIPATION NOTES, SERIES 2006 AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO THE EXISTING WATERWORKS SYSTEM OF THE TOWN OF MONONGAH, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$3,798,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2010 A (UNITED STATES DEPARTMENT OF AGRICULTURE) AND THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$2,173,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2010 B (UNITED STATES DEPARTMENT OF AGRICULTURE); DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT

The above-entitled Ordinance was approved by the Council on February 8, 2010.

The above-quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The Town contemplates the issuance of the Bonds described in the Ordinance. The proceeds

Legals

of the Bonds will be used (i) pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public waterworks system of the issuer, (ii) pay the Waterworks System Bond Anticipation Notes, Series 2006 (the "Prior Notes"); and (iii) to pay costs of issuance and related costs. The Bonds are payable solely from revenues to be derived from the ownership and operation of the water system of the Town. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

A certified copy of the above-entitled Ordinance is on file with the Council at the office of the Town Clerk for review by interested parties during regular office hours

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

Dated: February 11, 2010.

/s/ Donna Harris
Town Clerk

Times: February 12, 19, 2010

NOTICE OF PUBLIC HEARING ON TOWN OF MONONGAH BOND ORDINANCE

A public hearing will be held on the following-entitled Ordinance at a regular meeting of the Council of the Town of Monongah (the "Town") to be held on Monday, February 22, 2010, at 6:30 p.m. at the Town Hall, 430 Bridge Street, Monongah, West Virginia, and at such hearing any person interested may appear before the Council and present protests, and all protests and suggestions shall be heard by the Council and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING THE PAYMENT OF THE WATERWORKS

TOWN OF MONONGAH

Water Revenue Bonds, Series 2010 A
(United States Department of Agriculture); and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)

EXCERPT OF MINUTES ON ADOPTION OF BOND ORDINANCE

The undersigned Recorder of the Town of Monongah (the "Town") hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the Council of the Town.

* * *

* * *

* * *

The Council of the Town met in a regular session, pursuant to notice duly given, on the 22nd day of February, 2010, in Monongah, West Virginia, at the hour of 6:30 p.m.

PRESENT:	Roger Huffman	-	Mayor
	Patty McCombs	-	Recorder
	Greg Vandetta	-	Councilperson
	Sandord Carr	-	Councilperson
	Charles Parker	-	Councilperson
	Stephen Leach	-	Councilperson
	Donald Harris	-	Councilperson

ABSENT:

Roger Huffman, Mayor, presided, and Patty McCombs, 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 presented a proposed Bond Ordinance in writing entitled:

ORDINANCE AUTHORIZING THE PAYMENT OF THE WATERWORKS SYSTEM REFUNDING BOND ANTICIPATION NOTES, SERIES 2006 AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, IMPROVEMENTS AND EXTENSIONS TO THE EXISTING WATERWORKS SYSTEM OF THE TOWN OF MONONGAH, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$3,798,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2010 A (UNITED STATES DEPARTMENT OF AGRICULTURE); AND THROUGH THE ISSUANCE BY THE

TOWN OF NOT MORE THAN \$2,173,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2010 B (UNITED STATES DEPARTMENT OF AGRICULTURE); DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT

and caused the same to be read and there was discussion. Thereupon, upon motion duly made and seconded, it was unanimously ordered that the said Bond Ordinance be adopted and be in full force and effect on and from the date hereof.

* * *

* * *

* * *

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of the Town of Monongah 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 April, 2010.


Recorder

612650.00005

TOWN OF MONONGAH

Water Revenue Bonds, Series 2010 A
(United States Department of Agriculture); and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)

EXCERPT OF MINUTES ON ADOPTION OF SUPPLEMENTAL RESOLUTION
AND FIRST DRAW RESOLUTION

The undersigned Recorder of the Town of Monongah (the "Town") hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the Council of the Town.

* * *

* * *

* * *

The Council of the Town met in a regular session, pursuant to notice duly given, on the 5th day of April, 2010, in Monongah, West Virginia, at the hour of 6:30 p.m.

PRESENT:	Roger Huffman	-	Mayor
	Patty McCombs	-	Recorder
	Greg Vandetta	-	Councilperson
	Sandord Carr	-	Councilperson
	Charles Parker	-	Councilperson
	Stephen Leach	-	Councilperson
	Donald Harris	-	Councilperson

ABSENT:

Roger Huffman, Mayor, presided, and Patty McCombs, 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 presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION MAKING PROVISIONS AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2010 A AND WATER REVENUE BONDS, SERIES 2010 B OF THE TOWN OF MONONGAH, 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 Greg Vandetta and seconded by Stephen Leach, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Mayor presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Sanford Carr and seconded by Charles Parker, it was unanimously ordered that the said Draw Resolution be adopted.

* * *

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* * *

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

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of the Town of Monongah 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 April, 2010.


Recorder

612650.00005

Town of Monongah Council Meeting Minutes

Date: January 25, 2010

Council present: Don Harris, Steve Leach, Greg Vandetta and Sanford Carr

Employees present: Art Yuchek, Bill McCombs, Tonia Posten and Donna Harris

Meeting was called to order by Mayor Roger Huffman.

Minutes were read from the previous meeting that was held on January 11, 2010.. Councilman Carr made a motion to accept the minutes. Councilman Leach seconded the motion. The motion was carried.

Old Business:

Council discussed salary for a full time police officer on the Drug Task Force. Wages will be at \$30,000.00 (thirty thousand dollars) per year. The town will be reimbursed from grant money for the Drug Task Force in the amount of \$28,000.00 (twenty eight thousand dollars). \$2,000.00 (two thousand dollars) of the wages will be paid through the Town of Monongah and any amount that exceeds for taxes and retirement. This will be readdressed again in July. Councilman Carr made a motion to accept the wages. Councilman Vandetta seconded the motion. The motion was carried.

Councilman Leach made a motion to accept Ordinance #161-181 to Establish Wages, Salaries and Compensation for a full time police officer. Councilman Carr seconded the motion. The motion was carried.

The water project bids were released for the Filtration Plant and Michael Contracting bid came in at \$2,298,000.00 (two million two hundred and ninety eight thousand dollars). The Distribution System bid from Pro Contracting Company came in at a base bid of \$2,447,428.50 (two million four hundred and forty seven thousand four hundred and twenty eight dollars and fifty cents) along with five alternates making a total distribution of \$3,957,995.00 (three million nine hundred and fifty seven thousand nine hundred and ninety five dollars). The total project is \$6,255,995.00 (six million two hundred and fifty five thousand nine hundred and ninety five dollars).

Mayor Huffman reported that the easements for the water project are down to about twelve. These will probably have to go to court. The properties will be appraised and the judge will make a ruling.

Jim Rogers won the contest on designing a flag for the town. Bill McCombs checked several places online about getting it printed. Most options depend on how many colors are needed for the design. Councilman Leach is going to check with someone he knows.

The C.I.A. will hold its annual elimination dinner in the town hall on February 13, 2010.

The new doors for the hall restrooms will be installed on February 8, 2010.

New Business:

The Ordinance Authorizing the Payment of the Waterworks System Refunding Bond Anticipation Notes Series 2006 and the Acquisition and Construction of Certain Additions, improvements and Extensions to the Existing Waterworks System of the Town of Monongah, and the Financing of the Cost, not Otherwise Provided Thereof, Through the Issuance by the Town of not more than \$3,798,000 in aggregate principal amount of water revenue bonds series 2010 a (United State Department of Agriculture); and through the issuance by the town of not more than \$2,173,000 in aggregate principal amount of water revenue bonds, series 2010B (United States Department of Agriculture); defining and prescribing the terms and provisions of the bonds; providing generally for the rights and remedies of and security for the holder of the bonds; and providing when this ordinance shall take effect. Councilman Vandetta made a motion to accept the ordinance as read. Councilman Leach seconded the motion. The motion was carried.

Councilman Leach made a motion to accept the Resolution to combine WV Division of Homeland Security and Emergency Management. The Monongah Town Council and the Town of Monongah have agreed to partner with the Marion County Commission to update the existing Marion County Multi-Jurisdictional Hazard Mitigation Plan that was adopted in 2010 in an effort to further identify, define and characterize the hazards affecting the Town of Monongah as will continue identifying and prioritizing projects that could lessen hazard vulnerable as of January 11, 2010. Councilman Harris seconded the motion. The motion was carried.

The town received a letter from the Public Retirement Board stating that according to action taken by the board on January 13, 2010 the employer contribution rate for PERS will be increased from 11.0% of a member's gross monthly salary to 17.0% of monthly gross salary. This increase is necessary to provide for the continued actuarial soundness of PERS, ensuring funding for the normal cost of expected benefits and unfunded liabilities throughout the amortization period established plan. The employer contribution increase will become effective July 1, 2010.

Art Yuchek received bids for a new dump truck. Council and mayor tabled the plan to purchase one. The garbage special fund has \$33,875.00 in it and we will check with the auditors to see if there is any way that a new dump truck can be purchased with this money.

Tonia Posten talked with Tim Bosley about the town's bill for the sewerage from Fairmont had doubled in December. According to Mr. Bosley's records it is correct. He suggested we look at the CSO's.

The spring garbage clean up day will be held on April 10, 2010.

Councilman Harris suggested we talk to the police chief about setting over by the school a few mornings a week.

The broiler in the water office quit working and Webb Heating was called in to fix it. The other broiler for the rest of the building has needed worked on several times lately. Webb said that they are good boilers they just require a lot of maintenance. Councilman Vandetta suggested we check into a yearly maintenance cost.

Financial:

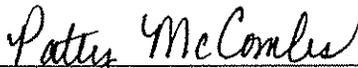
The financial report for December 2009 was reviewed for the Water Works, Municipal Sewerage and General Fund.

Next Meeting:

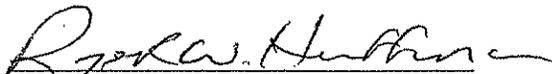
The next regular council meeting will be held Monday, February 8, 2010 @ 6:30pm in the Monongah Town Hall.

Adjournment:

Councilman Leach mad a motion to close the meeting. Councilman Harris seconded the motion. The motion was carried.



Recorder, Patty McCombs



Mayor, Roger W. Huffman

Town of Monongah Council Meeting Minutes

Date: February 08, 2010

Council present: Don Harris, Steve Leach, Charlie Parker Greg Vandetta and Sanford Carr

Employees present: Art Yuchek, Bill McCombs and Tonia Posten

Meeting was called to order by Mayor Roger Huffman.

Minutes were read from the previous meeting that was held on January 25, 2010. Councilman Leach made a motion to accept the minutes. Councilman Carr seconded the motion. The motion was carried.

Old Business:

Council held the second reading of Ordinance #161-181 to Establish Wages, Salaries and Compensation for a full time police officer. Councilman Harris made a motion to accept the ordinance. Councilman Carr seconded the motion. The motion was carried.

Council held the second reading for the Ordinance Authorizing the Payment of the Waterworks System Refunding Bond Anticipation Notes Series 2006 and the Acquisition and Construction of Certain Additions, improvements and Extensions to the Existing Waterworks System of the Town of Monongah, and the Financing of the Cost, not Otherwise Provided Thereof, Through the Issuance by the Town of not more than \$3,798,000 in aggregate principal amount of water revenue bonds series 2010 a (United State Department of Agriculture); and through the issuance by the town of not more than \$2,173,000 in aggregate principal amount of water revenue bonds, series 2010B (United States Department of Agriculture); defining and prescribing the terms and provisions of the bonds; providing generally for the rights and remedies of and security for the holder of the bonds; and providing when this ordinance shall take effect. Councilman Carr made a motion to accept the ordinance as read. Councilman Parker seconded the motion. The motion was carried.

The third reading and public hearing for the Ordinance Authorizing the Payment of the Waterworks System Refunding Bond Anticipation Notes Series 2006 will be at the next council meeting held on February 22, 2010.

Donna Harris checked with the town auditor about using the garbage fund money. Councilman Harris reported that fifteen per cent can be used and that it would not necessarily have to be used for garbage. The town can not justify picking up a little bit of garbage in the town towards purchasing a new dump truck with the money. Donna Harris is trying to get back in touch with the auditor to see if we can use fifteen per cent of what is currently in the fund. Bill McCombs suggested purchasing some garbage bins to place around town. Councilman Vandetta felt we needed to look into other ways to use the

money. Councilman Harris said wages could be paid out of it to save in the other funds. Councilman Vandetta would like to see about a new dumpster for the back of the town hall. Mayor Huffman will check to see if they will replace the one we have.

Mayor Huffman reported that we are down to three easements for the new water project. The job can not be awarded out until these are complete.

Tonia Posten said that Huntington Bank wants a good faith payment of \$20,000.00 on the loan for the water project. The town has paid \$180,000.00 to date.

Greg Belcher the engineer for the water project said the town will get up to seventy thousand dollars of the interest back that has been paid to the bank.

A spring garbage clean up day will be held on April 10, 2010.

New Business:

Councilman Vandetta suggested the CIA purchase a snow blower for the town from the money made at the elimination dinner. Bill McCombs said the fire department has an 80hp and the cost may be around \$600.00 to \$700.00.

The town purchased safety jackets for the employees. They are made with reflective material and the lining is removable so they can be worn in the summer.

Next Meeting:

The next regular council meeting will be held Monday, February 22, 2010 @ 6:30pm in the Monongah Town Hall.

Adjournment:

Councilman Harris mad a motion to close the meeting. Councilman Parker seconded the motion. The motion was carried.



Recorder, Patty McCombs



Mayor, Roger W. Huffman

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

NEW ISSUE REPORT FORM
 Date of Report: 15-Apr-10

ISSUE: <u>Town of Monongah</u> <u>Water Revenue Bonds, Series 2010 A (United States Department of Agriculture)</u>	
ADDRESS: <u>430 Bridge Street, Monongah 26554</u>	COUNTY: <u>Marion</u>
PURPOSE OF ISSUE: New Money: <u>x</u> Refunding: _____	
REFUNDS ISSUE(S) DATED: <u>NA</u>	CLOSING DATE: <u>15-Apr-10</u>
ISSUE DATE: <u>15-Apr-10</u>	RATE: <u>4.125%</u>
ISSUE AMOUNT: <u>\$3,798,000</u>	1ST DEBT SERVICE DUE: <u>NA</u>
1ST DEBT SERVICE AMOUNT <u>NA</u>	1ST PRINCIPAL DUE <u>NA</u>
PAYING AGENT: <u>Issuer</u>	
BOND COUNSEL: Firm: <u>Steptoe & Johnson PLLC</u> Contact: <u>John Stump, Esquire</u> Phone: <u>(304) 353.8196</u>	UNDERWRITERS COUNSEL Firm: _____ Contact: _____ Phone: _____
CLOSING BANK: Bank: _____ Contact: _____ Phone: _____	ESCROW TRUSTEE: Firm: _____ Contact: _____ Phone: _____
KNOWLEDGEABLE ISSUER CONTACT Contact: <u>Donna Harris</u> Position: <u>Clerk</u> Phone: <u>304.534.3365</u>	OTHER: Agency: <u>United States Department of Agriculture</u> Contact: <u>Steve Poe</u> Position: <u>Rural Development Specialist</u> Phone: <u>304.366.2921 ext 216</u>
DEPOSITS TO MBC AT CLOSE By: _____ Wire _____ _____ Check _____	
Accrued Interest: \$ _____ Capitalized Interest: \$ _____ Reserve Account: \$ _____ Other: \$ _____	
REFUNDS & TRANSFERS BY MBC AT CLOSE By: _____ Wire _____ _____ Check _____ _____ IGT _____	
To Escrow Trustee \$ _____ To Issuer \$ _____ To Cons. Invest. Fund \$ _____ To Other: _____ \$ _____	
NOTES: <u>Monthly debt service payments will be made directly to the National Finance Office. The Municipal Bond Commission will only hold the Series 2010 A Bonds Reserve Account. Payments into the Series 2010 A Bonds Reserve Account will commence 24 months following the date hereof.</u>	
FOR MUNICIPAL BOND COMMISSION USE ONLY: DOCUMENTS REQUIRED: _____ TRANSFERS REQUIRED: _____	

WV MUNICIPAL BOND COMMISSION

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

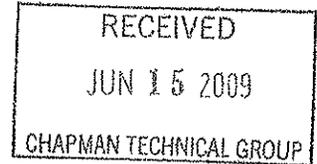
NEW ISSUE REPORT FORM

Date of Report: 15-Apr-10

ISSUE: <u>Town of Monongah</u> <u>Water Revenue Bonds, Series 2010 B (United States Department of Agriculture)</u>	
ADDRESS: <u>430 Bridge Street, Monongah, WV 26554</u>	COUNTY: <u>Marion</u>
PURPOSE OF ISSUE: New Money: <u> x </u> Refunding: <u> </u>	
REFUNDS ISSUE(S) DATED: <u> NA </u>	CLOSING DATE: <u>15-Apr-10</u>
ISSUE DATE: <u>15-Apr-10</u>	RATE: <u>3.250%</u>
ISSUE AMOUNT: <u>\$173,000</u>	1ST DEBT SERVICE DUE: <u> NA </u>
1ST DEBT SERVICE AMOUNT <u> NA </u>	1ST PRINCIPAL DUE <u> NA </u>
PAYING AGENT: <u> Issuer </u>	
BOND COUNSEL: Firm: <u> Step toe & Johnson PLLC </u> Contact <u> John Stump, Esquire </u> Phone: <u> (304) 353.8196 </u>	UNDERWRITERS COUNSEL Firm: <u> </u> Contact: <u> </u> Phone: <u> </u>
CLOSING BANK: Bank: <u> </u> Contact: <u> </u> Phone: <u> </u>	ESCROW TRUSTEE: Firm: <u> </u> Contact: <u> </u> Phone: <u> </u>
KNOWLEDGEABLE ISSUER CONTACT Contact: <u> Donna Harris </u> Position: <u> Clerk </u> Phone: <u> 304.534.3365 </u>	OTHER: Agency: <u> United States Department of </u> <u> Agriculture </u> Contact: <u> Steve Poe </u> Position: <u> Rural Development Specialist </u> Phone: <u> 304.366.2921 ext 216 </u>
DEPOSITS TO MBC AT CLOSE By: <u> </u> Wire <u> </u> Accrued Interest: \$ <u> </u> <u> </u> Check <u> </u> Capitalized Interest: \$ <u> </u> <u> </u> Reserve Account: \$ <u> </u> <u> </u> Other: \$ <u> </u>	
REFUNDS & TRANSFERS BY MBC AT CLOSE By: <u> </u> Wire <u> </u> To Escrow Trustee \$ <u> </u> <u> </u> Check <u> </u> To Issuer \$ <u> </u> <u> </u> IGT <u> </u> To Cons. Invest. Fun \$ <u> </u> <u> </u> To Other: <u> </u> \$ <u> </u>	
NOTES: <u> Monthly debt service payments will be made directly to the National Finance Office. The Municipal </u> <u> Bond Commission will only hold the Series 2010 B Bonds Reserve Account. Payments into the </u> <u> Series 2010 B Bonds Reserve Account will commence 24 months following the date hereof. </u>	
FOR MUNICIPAL BOND COMMISSION USE ONLY: DOCUMENTS REQUIRED: <u> </u> TRANSFERS REQUIRED: <u> </u> <u> </u>	



United States Department of Agriculture
Rural Development
West Virginia State Office



COPY

May 26, 2009

The Honorable Roger W. Huffman
Mayor, Town of Monongah
P.O. Box 9119
Monongah, WV 26554

RE: Amendment No. 1 to
Letter of Conditions

Dear Mayor Huffman:

This letter, with Attachment No. 1 amends the letter of conditions dated August 11, 2003 and further establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The docket may be completed on the basis of an initial RUS loan in the amount of \$3,798,000, a subsequent RUS loan in the amount of \$173,000, an initial RUS grant in the amount of \$786,000, and a subsequent RUS grant in the amount of \$1,272,000, for a total project cost of \$6,029,000. Subject to the requirements noted herein, all of the conditions of the August 11, 2003 letter of conditions remain in effect and must be satisfied prior to loan and grant closing.

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

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

Enclosed are the following:

- Attachment No. 1 - Project Construction Budget (All Copies)
- Attachment No. 2 - Labor Standards Provisions (Engineer Copy)

Federal Building • 75 High Street • Suite 320 • Morgantown, WV 26705-7500
Phone: (304) 284-4860 OR 1-800-295-8228 • Fax: (304) 284-4893 • TDD: (304) 284-4836
Web: <http://www.rurdev.usda.gov/wv>

Committed to the future of rural communities.

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

The conditions referred to above are as follows:

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

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

- a. Certifications. With respect to Recovery Act funds made available to State or local governments for infrastructure investments, Section 1511 of the Recovery Act requires the Governor, mayor or other chief executive, as appropriate, to certify that the infrastructure investment has been properly approved as required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. RD Water and Waste personnel will provide specific guidance on the information required in the certification.
- b. Reports on Use of Funds. Section 1512 of the Recovery Act requires each recipient receiving Recovery Act funding to provide specific information to the government on a periodic basis for inclusion in various internal and publicly-available reports. RD Water and Waste Program personnel will provide specific guidance on the type and frequency of information required to assist Recovery Act recipients in complying with this condition.
- c. Buy American. Section 1605 of the Recovery Act requires that all projects financed with Recovery Act funds be bid and constructed using only iron, steel and manufactured goods produced in the United States in accordance with Section 1605 of the Recovery Act. Specific guidance, including contract provisions to be included in any construction contracts, is being formulated and drafted as of the date of this Letter of Conditions. RD Water and Waste Program personnel will provide specific guidance related to this condition as soon as it is available.
- d. Wage Rate Requirements. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors for the project will be paid wages at rates not less than those prevailing on projects of a character similar in the locality where this project will occur. Specific guidance, including contract provisions to be included in any construction or otherwise related contracts, is being formulated and drafted as of the date of this Letter of Conditions. RD Water and Waste Program personnel will provide specific guidance related to this condition as soon as it is available.

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

2. Fund Usage – Funds obligated under the terms of this letter of conditions are committed on the basis that your project will proceed to the construction stage in an expedient manner. RUS regulatory requirements (RUS Instruction 1782) now direct that any funds not disbursed within 60 months from the date of obligation will be de-obligated and returned to the Department of Treasury for further disposition to other RUS project applicants. In the event that USDA determines that your project is not progressing within the five (5) year timeline and that funds will be recaptured, you will be given appeal rights and due process to

document reasons why you believe the decision to de-obligate your project funds is not justified.

3. Loan Repayment – The subsequent loan will be scheduled for repayment over a period of 40 years. The payments due the first 24 months will consist of interest only. The remaining 456 months will be equal amortized monthly installments. For planning purposes, use a 3.75% interest rate and monthly amortization factor of .00412, which provides for a monthly payment of \$713 on the subsequent loan. The monthly payment for the initial \$3,798,000 loan is \$16,826 and the total monthly principal and interest payment for both RUS loans would be \$17,539.
4. The bond for the \$173,000 subsequent loan will need to be a separate bond and it will include the interest rate determined applicable prior to loan closing. It will be satisfactory for the subsequent loan bond to be described in the same loan resolution as the \$3,798,000 initial loan and for all other information and items of the loan resolution and bond transcript to reflect a \$3,971,000 total issue consisting of two or more bonds. A copy of this letter should be provided to your bond counsel immediately.
5. Public Service Commission Approval – The Town must obtain PSC approval of the project's proposed financing and user rates as may result from this amendment to the letter of conditions.
6. The contract documents should include the following:
 - “Labor Standards Provisions” – Title 29, Subtitle A, Part 5, Section 5.5, Contract Provisions and Related Matters. One copy of this item is attached hereto (Attachment No. 2). Additional copies must be reproduced by the engineer.
7. At a properly called meeting, the Town must adopt and properly execute the following forms, and minutes showing the adoption must be provided (the Town must also provide us with a copy of the minutes showing the adoption of the forms associated with the original letter of conditions):

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

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

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

Sincerely,

Dianne Hoff Chrysler
DIANNE GOFF CRYSLER
Acting State Director

Enclosures

cc: Area Director, Elkins
ATTN: Area Specialist (CP)

Angie Vealey, CPA
Smith, Cochran & Hicks PLLC
405 Capitol Street, Suite 908
Charleston, WV 25301

Thomas R. Michael, Esquire
P.O. Box 250
Lost Creek, WV 26385

Steptoe and Johnson, PLLC
ATTN: John C. Stump, Esquire
P.O. Box 1588
Charleston, WV 25326-1588

✓ Chapman Technical Group
ATTN: Greg Belcher, P.E.
P.O. Box 1355
St. Albans, WV 25177

Guide - Revised 1/04
Attachment No. 1 to Letter of Conditions
For: Town of Monongah
Date: June 8, 2009

Project Construction Budget

<u>PROJECT COST</u>	<u>RUS LOAN</u>	<u>RUS GRANT</u>	<u>SUBSEQUENT RUS LOAN</u>	<u>SUBSEQUENT RUS GRANT</u>	<u>TOTAL</u>
CONSTRUCTION	\$ 2,785,000	\$ 605,000	\$ 17,845	\$ 1,130,621	\$ 4,538,466
CONST. CONTINGENCY	212500	\$ 53,000		\$ 57,423	\$ 322,923
LAND & RIGHTS	5000				\$ 5,000
LEGAL FEES	20000	\$ 5,000			\$ 25,000
BOND COUNSEL	20000		\$ 9,000		\$ 29,000
ACCOUNTING	7000		\$ 11,205		\$ 18,205
ENGINEERING FEES	448000	\$ 110,000		\$ 41,995	\$ 599,995
Basic - \$323,150					\$ -
Insp. - \$220,000					\$ -
Special - \$23,000					\$ -
Pending approval \$33845					\$ -
INTEREST	161415		\$ 94,950		\$ 256,365
INTERM FINANCING	30000		\$ 40,000		\$ 70,000
PERMIT FEES					\$ -
DOH FEES					\$ -
EQUIPMENT					\$ -
ADMINISTRATION					\$ -
PROJECT CONTG.	109035	\$ 13,000		\$ 42,011	\$ 164,046
TOTAL	\$ 3,797,950	\$ 786,000	\$ 173,000	\$ 1,272,050	\$ 6,029,000

Current Rates, Effective January 23, 2008, PSC W.Va. No 12

Availability

Available for general domestic, commercial, and industrial service.

Rates

For all customers with metered water supply

First	2,000	gallons @	\$9.68	per M gallons
Next	13,000	gallons @	\$6.79	per M gallons
Next	35,000	gallons @	\$4.44	per M gallons
Over	50,000	gallons @	\$2.84	per M gallons

Minimum Charge

No bill shall be rendered for less than the following amounts according to the size of meter installed (based on 2,000 gallon minimum usage).

5/8"	\$	19.36	per month
3/4"	\$	29.04	per month
1"	\$	48.40	per month
1 1/2"	\$	96.80	per month
2"	\$	154.88	per month
3"	\$	290.40	per month
4"	\$	484.00	per month

Resale Rate

All water for resale to the Town of Farmington, the Town of Worthington, and Coon's Run Public Service District will be billed in accordance with the approved rate of \$1.85 per 1,000 gallons used per month.

Tap Fee

A \$250.00 tap fee will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

Charge for Reconnection

A charge of \$25.00 will be collected whenever the supply of water is turned off for violations of rules, nonpayment of bills, or fraudulent use of water.

Water Service Disconnect/Reconnect/Administrative Fees

For the payment of the fees related to the disconnection of water service for non-payment of sewer bills, pursuant to an agreement with the Greater Marion County Public Service District, the schedule of rates, charges and penalties for the use of and services rendered by the Town of Monongah shall be as follows:

Whenever water service has been disconnected for non-payment of sewer bills in conjunction with a water service termination agreement with Greater Marion County Public Service District, a disconnection fee of \$25.00 shall be charged; or in the event the delinquent sewer bill is collected by the Town of Monongah, an administrative fee of \$25.00 shall be charged.

Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill in conjunction with a water service termination agreement with Greater Marion County Public Service District, is reconnected, a reconnection fee of \$25.00 shall be charged.

Delayed Payment Penalty

The above schedule is net. On all current usage billings not paid within twenty 20 days, 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.

Returned Check Charge

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

Water Meter Re-read

\$12.00

Water Meter Removed and Tested

\$25.00

Security Deposit

A deposit of \$50.00 or 2/12 of the average annual usage of the applicant's specific customer class, whichever is greater.

Public Fire Protection Service

Where connections, hydrants, sprinklers, etc. on private property are maintained by the utility:

RATE

Fire hydrants \$355.95 per month
Sprinkler System \$ 5.25 per month

Private Fire Protection Service

Where connections, hydrants, sprinklers, etc. on private property are maintained by the consumer:

RATE

2-inch service line with hydrants, sprinklers, and/or hose connections - \$5.25 per month
2.5 inch service line with hydrants, sprinklers, and/or hose connections - \$6.30 per month
Sprinkler System - \$5.25 per month

Adjustment Rate for Leaks

\$0.68 per 1,000 gallons is to be used when a 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.

Use and Income Analysis - See Attached

Cash Flow Analysis - See Attached

Attachment No. 1 to Letter of Conditions
 For: Town of Monongah
 Date: June 30, 2007

TOWN OF MONONGAH
 USE AND INCOME ANALYSIS
 RESIDENTIAL METERED CUSTOMERS

Blocking	Cust.	MGal/ Mo.	Minimum Bills Rate	Revenue	FIRST 2,000	NEXT 13,000	NEXT 35,000	ALL OVER 50,000	TOTAL REVENUE
5/8" Meter	368.16	372.9	\$ 19.36	\$ 7,127.58					
3/4" Meter			\$ 29.04	\$ -					
1" Meter			\$ 48.40	\$ -					
1 1/2" Meter			\$ 96.80	\$ -					
2" Meter			\$ 154.88	\$ -					
3" Meter			\$ 290.40	\$ -					
4" Meter			\$ 484.00	\$ -					
6" Meter			\$ 968.00	\$ -					
8" Meter			\$ 1,548.80	\$ -					
0 - 2,000									
2,001 - 15,000	970	4579.6			1939.5	2640.11			
15,001 - 50,000	8	160.5			15.5	100.75	44.28		
Over 50,000	0	25.3			0.33	2.16	5.83	16.91	
Monthly	1,346	5,138		\$ 7,127.58	1955.33	2743.02	50.11	16.91	
Proposed Rates				\$	9.68	6.79	4.44	2.84	
Monthly Revenues				\$ 7,127.58	18,927.59	18,625.11	222.49	48.02	\$ - \$ 44,950.79
Annual Revenues				\$ 86,530.93	227,131.13	223,501.27	2,669.86	576.29	\$ - \$ 539,409.49

Adjustment Factor 0.9979802
 Projected Annual Revenues \$538,320

Attachment No. 1 to Letter of Conditions
 For: Town of Monongah
 Date: June 30, 2007

**TOWN OF MONONGAH
 USE AND INCOME ANALYSIS
 COMMERCIAL & INDUSTRIAL METERED CUSTOMERS**

Blocking	Cust.	MGal/ Mo.	Rate	Minimum Bills Revenue	FIRST 2,000	NEXT 13,000	NEXT 35,000	ALL OVER 50,000	TOTAL REVENUE
5/8" Meter	26.33	15.93	\$ 19.36	\$ 509.75					
3/4" Meter	1	0.125	\$ 29.04	\$ 29.04					
1" Meter	2.58	3.725	\$ 48.40	\$ 124.87					
1 1/2" Meter	1	21.85	\$ 96.80	\$ 96.80					
2" Meter	3.08	33.79	\$ 154.88	\$ 477.03					
3" Meter	2	29.94	\$ 290.40	\$ 580.80					
4" Meter			\$ 484.00	\$ -					
6" Meter			\$ 968.00	\$ -					
8" Meter			\$ 1,548.80	\$ -					
0 - 2,000									
2,001 - 15,000	22	6.516		44.67	76.43				
15,001 - 50,000	6	180.725		12.6	82.33	85.72			
Over 50,000	2	431.45		4.5	29.25	78.75	138.25		
Monthly	67	724		\$ 1,818.29	61.77	188.01	164.47	138.25	
Proposed Rates				\$	9.68 \$	6.79 \$	4.44 \$	2.84	
Monthly Revenues				\$ 1,818.29 \$	597.93 \$	1,276.59 \$	730.25 \$	392.63 \$	4,815.69
Annual Revenues				\$ 21,819.49 \$	7,175.20 \$	15,319.05 \$	8,762.96 \$	4,711.56 \$	57,788.27

Adjustment Factor
 Projected Annual Revenues
\$57,788

Attachment No. 1 to Letter of Conditions
 For: Resale, monthly
 Date: June 30, 2008

TOWN OF MONONGAH
 USE AND INCOME ANALYSIS
 RESALE CUSTOMERS

Blocking	Cust. Mo.	Gal/ Mo.	Minimum Bills	TOTAL REVENUE
FARMINGTON	2004	2004		
COON'S RUN	1925	1925		
FOUR STATES	880	880		
Monthly Total	3	4809	4809.14	
Proposed Rates			\$ 1.85	
Monthly Revenues			\$ 8,896.91	\$ 8,896.91
Annual Revenues			\$ 106,762.91	106,763

APPLICANT NAME
CASH FLOW ANALYSIS

OPERATING INCOME

Metered Sales	\$ 595,844
Sale for Resale	\$ 106,763
Fire Protection	\$ 6,035
Penalties	\$ 15,713
TOTAL OPERATING INCOME	\$ 724,355

NON OPERATING INCOME

Rents from Water Property	\$ 5,595
Miscellaneous Revenues	\$ 3,803
TOTAL NON OPERATING INCOME	\$ 9,398

TOTAL INCOME	\$ 733,753
--------------	------------

EXPENSES

O & M	\$ 466,918
Taxes	\$ 14,696
TOTAL EXPENSES	\$ 481,614

INCOME AVAILABLE FOR D/S (A)	\$ 252,139
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DEBT SERVICE

Existing Bond P&I 2004 BAN (will be paid out)	0
Backhoe lease payment	\$ 2,428

Proposed Initial Bond P&I	\$ 201,912
Second Bond P & I	\$ 8,556
TOTAL DEBT SERVICE (B)	\$ 212,896

DEBT SERVICE RESERVE

Debt Service Reserve First Loan	\$ 20,191
Debt Service Reserve Second Loan	\$ 856
Depreciation Reserve (2.5% metered sales)	\$ 18,344
TOTAL RESERVE	\$ 19,200

SURPLUS (DEFICIT)	\$ 20,043
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DEBT COVERAGE (A/B)	118.43%
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Attachment No. 2 to Letter of Conditions
 For: Monongah Water System Improvement Project
 Date: _____

**UNITED STATES DEPARTMENT OF AGRICULTURE
 RURAL UTILITIES SERVICE
 Water and Waste Processing Checklist**

ARRA Non Bifurcated Attachment No. 2 to Standard LOC

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
SF 424.2	Application for Federal Assistance	3	1780.31(b)	Applicant		Have	3
	DUNS Number	1		Applicant		Have	3
	CAIVRS Number	1		RUS		Have	CPAP Form
	Public Notice of Intent to File App./ Env. Notice	3	1780.19(a) 1794	Applicant		Have	3
Bulletin 1780-22	Applicant Eligibility Certification/ Other Credit Certification	1	1780.33(d)	Applicant		Have	3
	Bond Ordn. or Resol. On Outstanding Debts	1	1780.33(e)	Applicant/ Attorney		Have	5
	Bonds or Notes Outstanding Debt	1	1780.33(e)	Applicant/ Attorney		Have	2
	Audit for last year of operation	1	1780.33(e)	Applicant/ Accountant		Have	1
	Staff Review Financial Statements	1	S.I. 1780.2	RUS		Have	1
	EJCDC No. E-510-FA	Agreement between Owner & Engineer	3	1780.39(b)	Applicant/ Engineer		Have

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
RUS Legal Services Agreement	Legal Services Agreement with Local Attorney	3	1780.39 (b)(2)	Applicant/ Attorney		Have	5
	Processing Conference	1	1780.39(a)	RUS		Have	3
	Site Visit		S.I. 1780-2	RUS		Have	3
	Environmental Report	2	1794	Applicant		Have	3
	Environmental Assessment	2	1794	RUS/ Engineer		Have	3
	FONSI/ Evidence of Publication	1	Exhibit 1 RUS 1794 News Ad	RUS/ Applicant		Have	3
Bulletins 1780-2 1780-3	Preliminary Engineering Report	2	1780.33(c)	Engineer		Have	6
	Staff Engineer PER Review	1	1780.33(c)	RUS			3
	Bill Analysis for existing system(s)	2	1780.33(c)	Applicant/ Engineer		Have	8
	Projected Bill Analysis for New Users	2	1780.33(c)	Applicant/ Engineer		N/A	8
	Statement reporting the total number of potential users		1780.33(c)	Applicant/ Engineer		Have	8
	Rate Tariff	2	1780.33	Applicant		Have	8
	Documentation on Service Area	1	1780.11	RUS		Have	3

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	Letter of Conditions	7	1780.41 (a)(5)	RUS			3
AD 1049	Certification Regarding Drug-Free Workplace	1	1780.33(h)	Applicant		Have	5
	Applicant's IRS Tax Number(TIN)	1	1780.33(g)	Applicant		Have	3
	Agency Determination on the Availability of "Other Credit" with Documentation	1	1780.7(d)	RUS			3
Bulletin 1780-1	Project Selection Criteria	2	1780.17	RUS			1
	Minutes Adopting Drug-Free Workplace Program	1	LOC	Applicant			5
Exhibit A / A-1	Certifications Regarding Lobbying	2	1780.33(h)	Applicant		Have	2
CPAP Form	Project Information	2	1780.41(a)	RUS			1
CPAP Form	Underwriting Information	2	1780.33(h)	RUS			3
RD 1940-1	Request for Obligation of Funds	2	1780.41(a)	RUS/ Applicant			2
RD 1942-46	Letter of Intent to Meet Conditions	2	1780.41 (a)(6)	Applicant			3

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
RD 1910-11	Applicant Certification, Federal Collect- ion Policies	1	1780.33(h)	Applicant		Have	3
	Relationships/ Associations/ with Agency Employees	1	1780.1(f)	RUS		Have	3
AD 1047	Certification Regarding Debarment (Primary)	1	1780.33(h)	Applicant		Have	5
Bulletin 1780-27	Loan Resolution	1	1780.45 (a)(2)	Applicant			5
RD 400-1	Equal Opportunity Agreement	1	1901-E	Applicant		Have	6
RD 400-4	Assurance Agreement	1	1901-E	Applicant		Have	3
Bulletin 1780-12	Association Water or Sewer System Grant Agreement	2	1780.45(c)	RUS/ Applicant			2
	Legal Services Agreement with Bond Counsel	1	1780.39 (b)(3)	Applicant/ Bond Counsel			5
	Agreement for Accounting Services	1	1780.39 (b)(2)	Applicant/ Accountant		Have	5
	Water Users Agreement (Copy)	1	1780.39 (c)(3)	Applicant		N/A	5
	RUS Review of Accounting Records	1	S.I. 1780-4 (1)(ii)	RUS			3

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	Accountant's Certification	1	LOC	Applicant/ Accountant			3
	Evidence of Users:						
	1. Map of Users with each identified by number	1	LOC	Applicant		N/A	Separate File
	2. List of Signed Users Numbered to Map	1	LOC	Applicant		N/A	5
	3. List of Declination Statements Numbered to Map	1	LOC	Applicant		N/A	5
	4. Evidence of Tap Fees Being Paid	1	LOC	Applicant		N/A	5
	5. Having Users Agreements and Declination Statements Available		LOC	Applicant		N/A	
	6. Certification Relative to Existing Users	1	LOC	Applicant			5
	Verification of Users	1	1780.44(b)	RUS			3
	Copy of PSC Rule 42 Exhibit	1	State	Attorney/ Accountant		Have	3
Lender Agreement/ Bulletin 1780-10/ 1780-10a	Interim Financing Documenta- tion	1	1780.39(d)	Applicant/ RUS			1
	DOH Permit	1	1780.15(d)	Applicant			6

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
	Railroad Permit	1	1780.15(d)	Applicant			6
	Public Land Corp. Permit	1	1780.15(d)	Applicant			6
	Corps of Engineers Permit	1	1780.15(d)	Applicant			6
	Dept. of Health Approval	1	1780.15(d)	Engineer		Have	6
	Dept. of Environmental Protection Permit	1	1780.15(d)	Engineer			6
	Contract Documents, Plans & Specifications	2	1780.61(a)	Engineer			Separate File
	Agency Determination on Procurement	1	1780.70(d)	RUS			6
	Preliminary Bond Transcript Documents w/o Defeasance Provisions	2	1780.83	Bond Counsel			5
	Right-of-Way Map	1	1780.44(g)	Engineer			Separate File
	Deeds and/or Options		1780.44.(g)	Applicant/ Attorney			5
RD 1927-9	Preliminary Title Opinion	1	1780.44 (g)(2)	Applicant/ Attorney			5
	Narrative Opinion from Attorney	1	1780.44(g)	Attorney			5
	Waiver of Title Defects Letter	1	1780.44(g)	RUS			5

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
RD 442-22	Opinion of Counsel Relative to R/Ways		1780.44 (g)(1)	Attorney			5
	Review of Outstanding Judgment	1	1780.7(g)	RUS/ Attorney			3
SF 3881	Electronic Funds Transfer Payment Enrollment Form	1	31 CFR 208	Applicant/ Financial Institution			2
	Positive Program to Encourage Connections when Completed	1	1780.39 (c)(5)	Applicant		N/A	5
	Documentation Relative to Health or Sanitary Hazards	1	1780.1 (c)(1) 1780.13 (b)(1)	RUS/State Health Department			2
	PSC Approval	1	1780.15(b)	Applicant/ Attorney		Have	6
	Bid Tabulation	1	1780.61(b)	Engineer			6
	OGC Closing Instructions	1	1780.44(h)	RUS			5
	S/O Closing Instructions	1	1780.44(h)	RUS			5
RD 1927-10	Final Title Opinion	1	1780.44 (g)(2)	Applicant/ Attorney			5
	Bond Transcript Documents w/o Defeasance Provisions	3	1780.83	Bond Counsel			Separate File
RD 400-8	Compliance Review	1	1780.44(c)	RUS			5

<u>Form Number</u>	<u>Document or Action</u>	<u>Number Needed</u>	<u>Procedure Reference</u>	<u>Provided By</u>	<u>Target Date</u>	<u>Date Received</u>	<u>File Position</u>
	Liability Insurance	1	1780.39(g)	Applicant			7
	Workers' Compensation Certificate	1	1780.39(g)	Applicant			7
	Flood Insurance Policy	1	1780.39(g)	Applicant			7
440-24	Fidelity Bond	1	1780.39(g)	Applicant			7
1924-16	Record of Pre-Construction Conference	1	1780.76(a)	RUS/ Engineer			6
AD 1048	Certification Regarding Debarment (Contractor)	1 each	1780.33(h)	All Appropriate Vendors			5
	OGC Final Opinion	1	1780.45(g)	RUS			5



United States
Department of
Agriculture

Rural
Development

Federal Building
75 High Street, Room 320
Morgantown, WV 26505-7500
Phone (304) 284-4888
FAX (304) 284-4892
TTY/TDD (304) 284-4836

August 11, 2003

The Honorable Roger Huffman, Mayor
Town of Monongah
P.O. Box 9119
430 Bridge St.
Monongah, WV 26554

COPY

Dear Mayor Huffman:

This letter, with Attachments 1 through 13 and enclosures, establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development, by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The docket may be completed on the basis of an RUS loan in the amount of \$3,798,000, and an RUS grant in the amount of \$786,000, for a total project cost of \$4,584,000.

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

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

- Attachment No. 1 - Project Construction Budget (All Copies)
- Attachment No. 2 - Water and Waste Processing Checklist for the Town of Monongah
- Attachment No. 3 - RUS Instruction 1780, Subparts A and B (Applicant Copy)
- Attachment No. 4 - RUS Instruction 1780, Subpart C (Engineer Copy)
- Attachment No. 5 - RUS Instruction 1780, Subpart D (Attorney and Bond Counsel Copies)
- Attachment No. 6 - RUS Supplemental General Conditions (Engineer Copy)
- Attachment No. 7 - RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents on Water and Waste Project with RUS Financial Assistance"
- Attachment No. 8 - Government Auditing Standards (Revision 1994) (Accountant Copy)

- Attachment No. 9 - RUS Bulletin 1780-30, "Water Programs Audit Guide and Compliance Supplement"
- Attachment No. 10 - RUS Bulletin 1780-31, "Water Programs Compliance Supplement for OMB Circular A-133 Audits"
- Attachment No. 11 - Sample Credit Agreement (Applicant Copy)
- Attachment No. 12 - RUS Policy regarding Use of Remaining Funds
- Attachment No. 13 - Various other RD Forms as identified on Attachment No. 2

The conditions referred to above are as follows:

1. Loan Repayment - The loan will be scheduled for repayment over a period of 40 years. The payments due the first 24 months will consist of interest only. Payments for the remaining 456 months will be equal amortized monthly installments. For planning purposes use a 4.25% interest rate and a monthly amortization factor of .00443, which provides for a monthly payment of \$16,826. You have the option of participating in the PREAUTHORIZED DEBIT (PAD) payment process. It will allow for your payment to be electronically debited from your account on the day your payment is due. Your authority must establish and fund monthly a debt service reserve account, which equals 10% of your monthly payment each month until you accumulate the equivalent of one annual installment on your loan.

1 year
interest
project
budget

\$ 16,826/mo.

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

2. Security - The loan must be secured by a statutory lien of first priority, a pledge of the system's revenues and other agreements between you and RUS as set forth in the bond ordinance which must be properly adopted and executed by the appropriate officials of your organization. Additional security requirements are contained in RUS Bulletin 1780-12 and RUS Bulletin 1780-27 which are mentioned later.
3. Users - This conditional commitment is based upon you providing evidence that there will be at least 1,428 bona fide users on the proposed system when it has been completed and is placed in operation. This evidence will consist of a certification from you that identifies and attests to the number of users that are actually connected to the Town's existing water system which is to be partially replaced by the new system, at the time you request authorization to advertise the project for construction bids.

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

4. Bond Counsel Services - The services of a recognized bond counsel are required. The bond counsel will prepare the form of ordinance to be used, in accordance with Subpart D of RUS Instruction 1780. You should immediately provide your bond counsel with a copy of this letter of conditions, its attachments and enclosures.

5. Engineering Services - It will be necessary for you to obtain the services of an engineer. EJCDC No. 1910-1-FA, "Standard Form of Agreement between Owner and Engineer for Professional Services" (Funding Agency Edition) should be used to obtain the services of an engineer. The EJCDC document is issued under copyright and cannot be provided by RUS.

*clipped
date
contract
you
issue
contract*

Prior to loan and grant closing, you must provide RUS with documentation that the West Virginia Public Service Commission has reviewed and approved the engineering agreement.

6. Legal Services - It will be necessary for you to obtain the services of a local attorney. For your convenience RUS Bulletin 1780-7, "Legal Services Agreement" is enclosed for your use.

7. Accounting Services - It will be necessary for you to obtain the services of a qualified accountant. The accountant must agree to develop and provide the following:

*✓ Ralph Lader
Don - had
x Don*

- a. All necessary accounting material required by the Public Service Commission of West Virginia (Rule 42 Exhibit).
- b. Prior to the advertisement of bids, your accountant must certify that the accounts and records as required by your bond ordinance have been established and are operational.

The Accountant's Agreement should be submitted to RUS for review. Compensation in the contract should include only those services identified above and not include payment for construction management services from the accountant unless RUS concurrence is obtained.

RUS regulations (Attachment No. 3) outline requirements for the submission of management reports and audits. Appropriate state statutes place certain audit requirements on your Town. The attached booklets, "Government Auditing Standards (Revised 1994)" (Attachment No. 8), and RUS Bulletins 1780-30 1780-31 (Attachment Nos. 9 and 10) outline audit requirements.

You are reminded that certain provisions of the Office of Management and Budget Circular A-133 are applicable to any public body or nonprofit association that expends \$300,000 or more in federal funds in any one fiscal year. You must enter into an agreement annually with an accountant (or the State Tax Department) to perform the audit. The agreement must be in accordance with the requirements of the State Tax Commissioner of West Virginia. Compensation for preparation of the A-133 audit or your annual audit are not included in project funds and should be paid from the operational revenues generated from your system operation.

8. Facility Control - Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights needed for the project. Such evidence must be in the following form:
 - a. A right-of-way map showing clearly the location of all lands and rights needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
 - b. A copy of deeds, contracts or options for any lands needed other than rights-of-way, along with a preliminary title opinion covering such lands. Form RD 1927-9, "Preliminary Title Opinion" may be used. In the case of your existing system or where the Town already acquired real property (land or facilities), a preliminary title opinion(s) concerning all such property(s) will be provided.
 - c. A narrative opinion from your attorney concerning all permits, certifications and other items necessary to show that all legal requirements can be met and stating how they will be met. This narrative should also identify any condemnation proceedings that are anticipated and state how they will be handled.
 - d. A certification and legal opinion relative to title to rights-of-way and easements. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way," may be used. This form may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, a new Form RD 442-22, must be provided which does not provide for any exceptions. The attorney's legal opinion should include a certification that all requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and West Virginia State Code Chapter 54 have been met in the acquisition of both real property and rights-of-way. Such requirements may include, but are not limited to, distributing informational material to all affected property owners, and completing appraisals of the affected properties.
 - e. On the day of loan closing, the Town's attorney must furnish final title

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

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

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

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

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

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

11. Insurance and Bonding Requirements - Prior to preliminary loan closing, you must acquire the following insurance and bond coverage:

- a. Liability Insurance - Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. The limits of liability coverage noted herein should be considered as suggested amounts only. RUS recommends that you consider analyzing your actual needs in detail before you obtain coverage in a specific amount.
- b. Workers' Compensation - In accordance with appropriate State laws.
- c. Position Fidelity Bond(s) - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. As a good business

practice you will probably wish to have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time. During the construction phase of your project, this maximum amount will be much greater than normal; therefore, it is our recommendation that you temporarily increase your coverage to the largest monthly estimated construction invoice. Once construction is complete, you may decrease the amount of your coverage. The minimum coverage acceptable to RUS once your project is in operation will be for each position to be bonded for an amount at least equal to one annual installment on your loan(s). Please note that the cost of the temporary increase in coverage is an eligible project cost.

d. National Flood Insurance - In addition to meeting the requirements for the type of assistance requested, the following requirements must be met for financial assistance for acquisition and/or construction in designated special flood or mudslide prone areas:

- (1) If flood insurance is available, you must purchase a flood insurance policy at the time of loan closing.
- (2) Applicants whose buildings, machinery or equipment are to be located in a community which has been notified as having special flood or mudslide prone areas will not receive financial assistance where flood insurance is not available.

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

12. Contract Documents, Final Plans and Specifications -

a. The contract documents should consist of the following:

- (1) EJCDC Document No. 1910-8-A-1-FA, 1997 Edition, "Standard Form of Agreement between Owner and Contractor on the Basis of Stipulated Price" and EJCDC Document No. 1910-8-FA, "Standard General Conditions of the Construction Contract - Funding Agency Edition" and Attachments. The EJCDC document is issued under copyright and cannot be provided by RUS.
- (2) "RUS Supplemental General Conditions."

RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents on Water and Waste Projects with RUS Financial Assistance," is

enclosed for use by your engineer in the preparation of the contract documents (Attachment No. 7).

- b. The contract documents must provide, as a minimum, the following insurance:
- (1) Liability Insurance - Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. This coverage must include indemnification of the Town and its engineer. RUS Bulletin 1780-13, Attachment 9, suggests certain limits of liability for insurance coverage. Those limits should be considered as minimum requirements only. It is recommended you consider increasing the given limits of liability after analyzing your specific needs.
 - (2) Builder's Risk Insurance - On all structures and mechanical and electrical equipment in place or stored on the site to the full insurable value thereof.
 - (3) Workers' Compensation - In accordance with applicable State laws.
- c. The contract documents and final plans and specifications must be submitted to RUS for approval.
- d. The project must be designed in compliance with Section 504 of the Rehabilitation Act of 1973.
13. Interim Financing - Interim financing will be used for the RUS loan if it is available at reasonable rates and terms. You must provide RUS with a copy of the tentative agreement reached in connection with interim financing. A copy of the proposed agreement should be provided for RUS review. A Sample Credit Agreement is attached for your use in meeting this requirement (Attachment No.11).
14. Disbursement of Funds - The RUS funds will be advanced as they are needed in the amount(s) necessary to cover the RUS proportionate share of any disbursements required of your Town, over 30 day periods. Any grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account.

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

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

funds expected to be deposited in the Construction Account. All deposits in excess of \$100,000 will be secured by a collateral pledge in accordance with Treasury Circular Number 176. *Ask your bank*

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

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

Form RD 442-7 - "Operating Budget"
 Form RD 1940-1 - "Request for Obligation of Funds"
 RUS Bulletin 1780-12 - "Water or Waste System Grant Agreement"
 RUS Bulletin 1780-27 - "Loan Resolution (Public Bodies)"
 Form RD 400-1 - "Equal Opportunity Agreement"
 Form RD 400-4 - "Assurance Agreement"
 Form AD 1047 - "Certification Regarding Debarment - Primary"
 Form AD 1049 - "Certification Regarding Drug-Free Workplace" - *See page 12*
 Form RD 1910-11 - "Applicant Certification, Federal Collection Policies"
 FmHA Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans"
 Standard Form LLL - "Disclosure of Lobbying Activities" (If Applicable)
 Certification of Compliance
 Form RD 1942-46, "Letter of Intent to Meet Conditions"

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

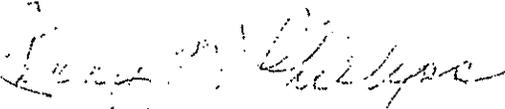
The "RUS Policy Regarding Use of Remaining Funds" is attached for your information and use (Attachment No. 12). This policy should be adhered to when addressing the use of bid underrun funds, as well as any funds remaining after project construction is complete.

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

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

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

Sincerely yours,



JENNY N. PHILLIPS
State Director

Enclosures

cc: Rural Development Specialist
Elkins, WV

Ralph W. Laton
P.O. Box 340
Hurricane, WV 25528

Tharp, Liotta & Yokum. LLP
P.O. Box 1509
Fairmont, WV 26555-1509

Chapman Technical Group
P.O. Box 1355
St. Albans, WV 25177

Bond Counsel

Project Construction Budget

<u>PROJECT COST</u>	<u>RUS GRANT</u>	<u>RUS LOAN</u>	<u>TOTAL</u>	
CONSTRUCTION	\$ 605,000	\$ 2,785,000	\$ 3,390,000	
CONST. CONTINGENCY	\$ 53,000	\$ 212,500	\$ 265,500	- 7.23% of Construction
LAND & RIGHTS		\$ 5,000	\$ 5,000	
LEGAL FEES	\$ 5,000	\$ 20,000	\$ 25,000	Expensed Agmt.
BOND COUNSEL		\$ 20,000	\$ 20,000	
ACCOUNTING		\$ 7,000	\$ 7,000	
ENGINEERING FEES	\$ 110,000	\$ 448,000	\$ 558,000	
Basic - \$315,000				
Insp. - \$220,000				
Special - \$23,000				
INTEREST		\$ 161,415	\$ 161,415	- 1 year only
INTERIM FINANCING (Design)		\$ 30,000	\$ 30,000	
EXTRA LINES/EQUIPMENT				
PROJECT CONTG.	\$ 13,000	\$ 109,085	\$ 122,085	- 3.6% of Const.
TOTAL	\$ 786,000	\$ 3,798,000	\$ 4,584,000	

Rates

Available for general domestic, commercial, and industrial service.

First	2,500	gallons @	\$ 6.73	per M gallons
Next	12,500	gallons @	\$ 4.57	per M gallons
Next	35,000	gallons @	\$ 3.63	per M gallons
Next	50,000	gallons @	\$ 2.70	per M gallons
Next	50,000	gallons @	\$ 2.16	per M gallons
Over	150,000	gallons @	\$ 1.84	per M gallons

Minimum Charge

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

5/8" x 3/4"	meter	\$ 16.83	per month
3/4"	meter	\$ 25.25	per month
1"	meter	\$ 42.08	per month
1 1/2"	meter	\$ 84.15	per month
2"	meter	\$ 134.64	per month
3"	meter	\$ 252.45	per month
4"	meter	\$ 420.75	per month

Minimum Monthly Bill \$16.83 for 2,500 gallons

Attachment No. 1 to Letter of Conditions

For: Town of Monongah

Date: August 11, 2003

Bi-Monthly Billing Based on the Draft Rule 42

TOWN OF MONONGAH
USE AND INCOME ANALYSIS
EXISTING SYSTEM RESIDENTIAL SALES - PROPOSED NEW RATES

Blocking	Cust.	Usage	MINIMUM BILLS		First 2,500	Next 12,500	Next 35,000	Next 50,000	Over 150,000	TOTAL REVENUE
			Revenue	Rates						
5/8 inch meter	957	1440.9	16,106.31	16.83						
3/4 inch meter	0	0	0.00	25.25						
1 inch meter	2	10.9	84.16	42.08						
1 1/4 inch meter	0	0	0.00	61.43						
1 1/2 inch meter	0	0	0.00	84.15						
2 inch meter	0	0	0.00	134.64						
3 inch meter	0	0	0.00	252.45						
4 inch meter	0	0.0	0.00	420.75						
2,501-15,000	1814	9395.9			4535	4860.9				
15,001-50,000	13	272.8			32.5	162.5	77.8			
50,001-100,000	1	63.8			2.5	12.5	35	13.8		
100,001-150,000	0	0			0	0	0	0		
> 150,000	0	0			0	0	0	0		
Bi-Monthly Total	2787	11184.3		0	4570	5035.9	112.8	13.8	0	0
Proposed Rates										
				\$ 16.83	\$ 6.73	\$ 4.57	\$ 3.63	\$ 2.70	\$ 2.16	\$ 1.84
Bi-Monthly Revenues			16,190.47	\$ -	\$ 30,756.10	\$ 23,014.06	\$ 409.46	\$ 37.26	\$ -	\$ 70,407.36
Annual Revenues			97,142.82	\$ -	\$ 184,536.60	\$ 138,084.38	\$ 2,456.78	\$ 223.56	\$ -	\$ 422,444.14

Correction Factor Applied to the Bi-Monthly Revenues (-99080) Yields Bi-Monthly Total of \$ 69,759.61
 Annualization Factor of 5.94664 Multiplied by the Corrected Bi-Monthly Revenue (Rounded) = \$ 414,835

Attachment No. 1 to Letter of Conditions
 For: Town of Monongah
 Date: August 11, 2003
 Bi-Monthly Billing Based on the Draft Rule 42

TOWN OF MONONGAH
USE AND INCOME ANALYSIS
EXISTING SYSTEM COMMERCIAL SALES - PROPOSED NEW RATES

Blocking	Cust.	Usage	MINIMUM BILLS		Rate	First 2,500	Next 12,500	Next 35,000	Next 50,000	Next 50,000	Over 150,000	TOTAL REVENUE
			Revenue	Revenue								
5/8 inch meter	22	18.2	370.26		16.83							
3/4 inch meter					25.25							
1 inch meter	8	11.6	336.64		42.08							
1 1/4 inch meter					61.43							
1 1/2 inch meter					84.15							
2 inch meter	6	122.8	807.84		134.64							
3 inch meter	3	84.9	757.35		252.45							
4 inch meter	0	0.0			420.75							
2,501-15,000	11	72.9				27.5	45.4					
15,001-50,000	11	254.2				27.5	137.5	89.2				
50,001-100,000	4	253.1				10	50	140	53.1			
100,001-150,000	0	0				0	0	0	0			
> 150,000	4	834.6				10	50	140	200	234.6		
Bi-Monthly Total	69	1652.3			0	75	282.9	369.2	253.1	200	234.6	
Proposed Rates					\$ 16.83	\$ 6.73	\$ 4.57	\$ 3.63	\$ 2.70	\$ 2.16	\$ 1.84	
Bi-Monthly Revenues			2,272.09		\$ -	\$ 504.75	\$ 1,292.85	\$ 1,340.20	\$ 683.37	\$ 432.00	\$ 431.66	\$ 6,956.92
Annual Revenues			13,632.54		\$ -	\$ 3,028.50	\$ 7,757.12	\$ 8,041.18	\$ 4,100.22	\$ 2,592.00	\$ 2,589.98	\$ 41,741.54

Correction Factor Applied to the Bi-Monthly Revenues (-.99529) Yields Bi-Monthly Total of \$ 6,924.16
 Annualization Factor of 5.94664 Multiplied by the Corrected Bi-Monthly Revenue (Rounded) = \$ 41,175

Attachment No. 1 to Letter of Conditions
 For: Town of Monongah
 Date: August 11, 2003

TOWN OF MONONGAH
USE AND INCOME ANALYSIS
RESALE CUSTOMERS--NEW RATES

Blocking	Cust. Mo.	Gal/ Mo.	Minimum Bills	TOTAL REVENUE
FARMINGTON		2526.5	2526.5	
COON'S RUN		1906.8	1906.8	
FOUR STATES		565.9	565.9	
Monthly Total	0	4999.2	4999.2	
Proposed Rates		\$	2.55	
Monthly Revenues		\$	12,747.96	\$ 12,747.96
Annual Revenues		\$	152,975.52	\$ 152,975.52

TOWN OF MONONGAH
OPERATING BUDGET - PROPOSED RATES

OPERATING INCOME		
Metered Sales (Includes Comercial)	\$	456,011
Metered Sales-Resale	\$	152,976
Other Income	\$	19,083
Fire Protection Service	\$	5,846
TOTAL OPERATING INCOME		<u>\$ 633,915</u>
NON OPERATING INCOME		
Interest income	\$	26
TOTAL NON OPERATING INCOME		<u>\$ 26</u>
TOTAL INCOME		<u>\$ 633,941</u>
EXPENSES		
O & M	\$	391,327
Taxes	\$	11,419
TOTAL EXPENSES		<u>\$ 402,746</u>
INCOME AVAILABLE FOR D/S (A)		<u>\$ 231,195</u>
DEBT SERVICE		
Existing Bond P & I (B)		
Proposed Bond P & I (B)	\$	201,912
TOTAL DEBT SERVICE		<u>\$ 201,912</u>
DEBT SERVICE RESERVE		
Debt Service Reserve*	\$	20,191
TOTAL DEBT SERVICE RESERVE		<u>\$ 20,191</u>
SURPLUS (DEFICIT)		<u><u>\$ 9,092</u></u>
DEBT COVERAGE (A/B)		\$ 1.15

*Based on an RUS Loan of \$3,798,000 @ 4.25% for 38 years and an RUS Grant of \$786,000.

TOWN OF MONONGAH

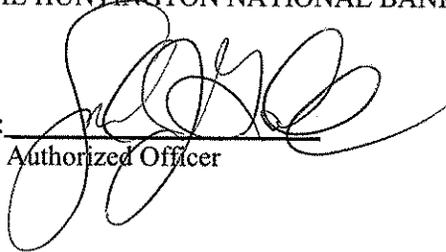
Water Revenue Bonds, Series 2010 A; and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)

RECEIPT OF DEPOSITORY BANK

I, the undersigned duly authorized representative of The Huntington National Bank, Monongah West Virginia (the "Bank"), hereby certify that on April 15, 2010, the Bank received an automated clearinghouse transfers in the amount of \$400,200 for the Series 2010 Bonds to the credit of the Project Construction Account (Account Number 05131110170).

WITNESS my signature on this 15th day of April, 2010.

THE HUNTINGTON NATIONAL BANK

By: 
Its: Authorized Officer

612650.00005

ORDW Monongah 07A
08-0296W-OK

PWSID: WV3302515 ✓

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL & WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WV 25301
Telephone 304-558-2981

PERMIT

PROJECT: (Water) Water Distribution & Treatment Plant Improvements **PERMIT NO.:** 18,264
LOCATION: Monongah **COUNTY:** Marion **DATE:** 3-20-2009

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

**Town of Monongah
P. O. Box 9119
Monongah, West Virginia 26555**

is hereby granted approval to: amend and modify Permit No. 16,873 for the upgrade and improvement of the Town of Monongah's water distribution and treatment plant facilities. Major modification will be the elimination of the proposed three (3) 600 G.P.M. raw water filter feed pumps and three (3) Kinetico, Incorporated pressure filters/building; upgrade of the existing two (2) mixed media filters and pipe gallery piping; and the addition of two (2) 1,200 GPM filter effluent transfer pumps.

NOTE: This permit is contingent upon all unchanged conditions and requirements of Permit No. 16,873 remaining in effect.

The Environmental Engineering Division of the OEHS-Philippi District Office, (304) 457-2296, is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

RECEIVED
2009 MAR 24 PM 1 01
WVA PUBLIC SERVICE
COMMISSION
SECRETARY'S OFFICE

FOR THE DIRECTOR

William S. Herold, Jr.
William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:cls

PUBLIC SERVICE COMMISSION
WATER & WASTEWATER DIVISION

MAR 24 2009

Chapman Technical Group
James W. Ellars, P.E.
Amy Swann, PSC
Marion County Health Department
OEHS-EED Philippi District Office

RECEIVED

RECEIVED MAY 15 2008

PWSID: WV3302515

State of West Virginia
OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL AND WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WV 25301
TELEPHONE (304) 558-2981

PERMIT

PROJECT: (Water) Water Distribution & Treatment Plant Improvements **PERMIT NO.:** 17,979
LOCATION: Monongah **COUNTY:** Marion **DATE:** 5-12-2008

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

Town of Monongah
P. O. Box 9119
Monongah, West Virginia 26555

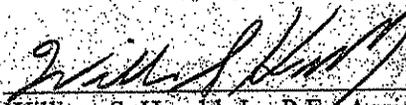
is hereby granted approval to amend and modify **Permit No. 16,873** for the upgrading and improvement of the Town of Monongah Water Distribution and Treatment Plant facilities. The permit will be extended to May 12, 2010.

NOTE: This permit is contingent upon all unchanged conditions and requirements of Permit No. 16,873 remaining in effect.

The Environmental Engineering Division of the OEHS-Philippi District Office, telephone (304) 457-2296, is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

FOR THE DIRECTOR


William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:bms

pc: Chapman Technical Group
James W. Ellars, P.E.
Amy Swann, PSC
Marion County Health Department
OEHS-EED Philippi DO

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL AND WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WEST VIRGINIA 25301
TELEPHONE 304-558-2981

PERMIT

PROJECT: (Water) Water Distribution & Treatment Plant Improvements PERMIT NO.: 16,873
LOCATION: Monongah COUNTY: Marion DATE: 1-4-2006

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

**Town of Monongah
P. O. Box 9119
Monongah, West Virginia 26555**

is hereby granted approval to: upgrade and improve the Town of Monongah water distribution and treatment plant facilities. Major water distribution system improvements will consist of the installation of approximately 820 LF of 12"; 6,701 LF of 8"; 19,570 LF of 6", and 9,455 LF of 2" water line; renovation of the existing Thoburn booster station; and all necessary valves, controls and appurtenances. The existing 1,200 G.P.M. Town of Monongah water treatment plant major improvements will consist of a new treatment building; renovation of the existing treatment building; renovation of the existing settling basin with a new flocculator, tube settlers, baffle walls and basin restoration; renovation of the existing raw water intake pump station which will include the replacement of the 800 G.P.M. pump with a 1,200 G.P.M. pump; adding a new in-line static mixer; adding three (3) 600 G.P.M. raw water filter feed pumps; replacing the existing mixed media filters with three (3) Kinetico, Incorporated pressure filters; replace the existing clearwell with an above ground 208,000 gallon clearwell; replace two (2) of the existing high service pumps with two (2) 1,200 G.P.M. pumps; and all necessary, valves, piping, controls and appurtenances.

Facilities serve approximately 1,444 residential customers, 56 commercial customers, and three (3) resale customers in the communities of Monongah, Carolina, Idamay, Farmington, South Farmington, Mill Fall, Holbert Road, Coon's Run PSD and Four States PSD.

NOTE: This permit is contingent upon: 1) All new water line being disinfected, flushed and bacteriologically tested, prior to construction; and 2) Maintaining a minimum ten (10) feet horizontal separation between sewer and water lines and a minimum 18" vertical separation between crossing sewer and water lines, with the water line to be installed above the sewer line.

The Environmental Engineering Division of the OEHS-Philippi District Office, telephone (304) 457-2296, is to be notified when construction begins.

WATER PURCHASE AND TRANSPORTATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 200 , by and between the Town of Monongah, hereinafter referred to as "Monongah" party of the first part and the Town of Worthington, hereinafter referred to as "Worthington", party of the second part.

WHEREAS, Monongah has obtained a funding commitment to upgrade its water treatment plant so that Monongah can supply Worthington with all its water needs; and

WHEREAS, prior to proceeding with the project to upgrade its water treatment plant, the Monongah needs assurance that Worthington will, upon completion of the project, buy all of its water exclusively from Monongah.

NOW THEREFORE THIS AGREEMENT WITNESSETH: In consideration of the prompt performance of the covenants herein contained:

1. Prior to the completion of the Monongah project to upgrade its water treatment plant, Monongah agrees to sell and deliver to Worthington during the term of this agreement or any renewal or extension thereof, potable treated water in such quantity as may be required by Worthington up to Nine Hundred and Twenty Thousand (920,000) gallons per month or the maximum amount of water that can be transported through existing water lines connecting Monongah and Worthington as calculated by qualified engineers, whichever is greater.
2. Upon completion of the Monongah project to upgrade its water treatment plant, Worthington agrees to buy all of its water exclusively from Monongah.
3. The water rates of Monongah are established by a tariff, which may change by ordinance enacted from time to time, upon approval of the Public Service Commission of the State of West Virginia. Worthington agrees to pay to Monongah for water delivered pursuant to this contract at the resale rate in Monongah's tariff, as enacted by ordinance and approved by the Public Service commission from time to time. Pursuant to the current resale rate in the tariff of Monongah, Worthington agrees to pay the sum of \$1.85 per thousand gallons of water actually transported and delivered at the metering point prior to the completion of Monongah's project, and the sum of \$1.93 per thousand gallons of water actually transported and delivered at the metering point after the completion of Monongah's project. Worthington agrees to pay Monongah or its agents promptly upon submission of a statement for such water actually delivered.
4. Monongah shall provide to the point of delivery a potable supply of water meeting all applicable state and federal regulations with total chlorine residual of at least 0.5 mg/l. It is understood that the water delivered by Monongah to Worthington may have to be chemically treated subsequent to receipt by Worthington, in order to maintain clean water

in the Worthington system. Worthington accepts responsibility to provide its customers with water of adequate quality and quantity pursuant to all state and federal rules and regulations.

5. Monongah shall cause water to be transported to Worthington at a reasonably consistent pressure calculated at 110 psi. Prior to the completion of the Monongah project, water will be transported to an existing main supply point located at

Upon completion of the project, water will be transported to the same location. In the event additional pressure is required at the delivery point, Worthington agrees to pay the cost of providing any additional pressure.

6. The parties acknowledge that in the event of an emergency situation, such as an act of God or production problems, Monongah may not be able to provide water to Worthington. Monongah covenants it has the capacity to supply water to Worthington now and in the future. Provided, that both parties acknowledge that a problem now exists with excess water leakage in the Monongah system which may cause Monongah to be unable to supply water pursuant to this agreement. Monongah will notify Worthington as soon as possible when there will be necessary interruptions in supply. In the event there is a supply pressure failure due to supply line breaks in the Monongah lines, power failure, floods, fire, use of water to fight fires, or acts of God, or any other reasonable cause, Monongah shall make every reasonable effort to continue to provide water to Worthington *pro rata* with its own customers. Monongah agrees to enact a leak abatement program to reduce the water loss of the Monongah to a level in compliance with the rules and regulations of the Public Service Commission of West Virginia. The parties agree that Worthington shall in no way pay for the water loss of Monongah.
6. Worthington shall be responsible for payment for the purchase, installation, repair and/or replacement of such valves, pipes and metering devices, which may be necessary for the installation at the metering point. Any devices, apparatuses or fixtures so installed shall remain the property of Monongah. Monongah and Worthington jointly agree that Monongah shall be responsible for reading the meter on a monthly basis. Monongah and Worthington shall have access to said meter site at all times for the purpose of verifying any readings. Any party to this agreement may have the meter tested at said party's own expense. The parties hereto agree that if the meter is within two percent (2%), plus or minus, based on tests conducted by a certified testing facility, said month shall be deemed accurate and all readings to that date. In the event the meter is inaccurate, the previous three (3) months reading shall be appropriately adjusted.
7. The term of this agreement shall be for forty years from the date of the execution.
8. The parties here to certify that their respective governing bodies have approved this Agreement by Resolution and that this Agreement is executed in two (2) counterparts, each of which shall be considered an original. The obligation of this contract shall be

applicable to and binding upon the parties hereto, their successors, transferees and assigns.

WITNESSETH THE FOLLOWING SIGNATURES:

TOWN OF MONONGAHI

By: _____

Its: _____

TOWN OF WORTHINGTON

By: _____

Its: _____

This document prepared by: Attorney Thomas R. Michael, P.O. Box 250 Lost Creek, WV 26385, 304-745-5904

WATER PURCHASE AND TRANSPORTATION AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 200., by and between the Town of Monongah, hereinafter referred to as "Monongah" party of the first part and the Coon's Run Public Service District, hereinafter referred to as "Coon's Run Public Service District", party of the second part.

WHEREAS, Monongah has obtained a funding commitment to upgrade its water treatment plant so that Monongah can supply Coon's Run Public Service District with all its water needs; and

WHEREAS, prior to proceeding with the project to upgrade its water treatment plant, Monongah needs assurance that Coon's Run Public Service District will, upon completion of the project, buy all of its water exclusively from Monongah.

NOW THEREFORE THIS AGREEMENT WITNESSETH: In consideration of the prompt performance of the covenants herein contained:

1. Prior to the completion of the Monongah project to upgrade its water treatment plant, Monongah agrees to sell and deliver to Coon's Run Public Service District during the term of this agreement or any renewal or extension thereof, potable treated water in such quantity as may be required by Coon's Run Public Service District up to Two Million (2,000,000) gallons per month or the maximum amount of water that can be transported through existing water lines connecting Monongah and Coon's Run Public Service District as calculated by qualified engineers.
2. Upon completion of the Monongah project to upgrade its water treatment plant, Coon's Run Public Service District agrees to buy all of its water exclusively from Monongah.
3. The water rates of Monongah are established by a tariff, which may change by ordinance enacted from time to time, upon approval of the Public Service Commission of the State of West Virginia. Coon's Run Public Service District agrees to pay to Monongah for water delivered pursuant to this contract at the resale rate in Monongah's tariff, as enacted by ordinance and approved by the Public Service commission from time to time. Pursuant to the current resale rate in the tariff of Monongah, Coon's Run Public Service District agrees to pay the sum of \$1.85 per thousand gallons of water actually transported and delivered at the metering point prior to the completion of Monongah's project, and the sum of \$1.93 per thousand gallons of water actually transported and delivered at the metering point after the completion of Monongah's project. Coon's Run Public Service District agrees to pay Monongah or its agents promptly upon submission of a statement for such water actually delivered.
4. Monongah shall provide to the point of delivery a potable supply of water meeting all

applicable state and federal regulations for a total alkaline residual of at least 0.5 mg/l. It is understood that the water delivered by Monongah to Coon's Run Public Service District may have to be chemically treated subsequent to receipt by Coon's Run Public Service District, in order to maintain clear water in the Coon's Run Public Service District system. Coon's Run Public Service District accepts responsibility to provide its customers with water of adequate quality and quantity pursuant to all state and federal rules and regulations.

5. Monongah shall cause water to be transported to Coon's Run Public Service District at a reasonably consistent pressure calculated at 170 psi. Prior to the completion of the Monongah project, water will be transported to an existing main supply point located at

Upon completion of the project, water will be transported to the same location. In the event additional pressure is required at the delivery point, Coon's Run Public Service District agrees to pay the cost of providing any additional pressure.

6. The parties acknowledge that in the event of an emergency situation, such as an act of God or production problems, Monongah may not be able to provide water to Coon's Run Public Service District. Monongah covenants it has the capacity to supply water to Coon's Run Public Service District now and in the future. Provided, that both parties acknowledge that a problem now exists with excess water leakage in the Monongah system which may cause Monongah to be unable to supply water pursuant to this agreement. Monongah will notify Coon's Run Public Service District as soon as possible when there will be necessary interruptions in supply. In the event there is a supply pressure failure due to supply line breaks in the Monongah lines, power failure, floods, fire, use of water to fight fires, or acts of God, or any other reasonable cause, Monongah shall make every reasonable effort to continue to provide water to Coon's Run Public Service District *pro rata* with its own customers. Monongah agrees to enact a leak abatement program to reduce the water loss of the Monongah to a level in compliance with the rules and regulations of the Public Service Commission of West Virginia. The parties agree that Coon's Run Public Service District shall in no way pay for the water loss of Monongah.
7. Monongah shall be responsible for payment for the purchase, installation, repair and/or replacement of such valves, pipes and metering devices, which may be necessary for the installation at the metering point. Any devices, apparatuses or fixtures so installed shall remain the property of Monongah. Monongah and Coon's Run Public Service District jointly agree that Monongah shall be responsible for reading the meter on a monthly basis. Monongah and Coon's Run Public Service District shall have access to said meter site at all times for the purpose of verifying any readings. Any party to this agreement may have the meter tested at said party's own expense. The parties hereto agree that if the meter is within two percent (2%), plus or minus, based on tests conducted by a certified testing facility, said month shall be deemed accurate and all readings to that date. In the

event the meter is inaccurate, the previous three (3) months reading shall be appropriately adjusted.

8. The term of this agreement shall be for forty years from the date of the execution.
9. The parties here to certify that their respective governing bodies have approved this Agreement by Resolution and that this Agreement is executed in two (2) counterparts, each of which shall be considered an original. The obligation of this contract shall be applicable to and binding upon the parties hereto, their successors, transferees and assigns.

WITNESSETH THE FOLLOWING SIGNATURES:

TOWN OF MONONGAHI

By: _____

Its: _____

COON'S RUN PUBLIC SERVICE DISTRICT

By: _____

Its: _____

This document prepared by: Attorney Thomas R. Michael, P.O. Box 259 Lost Creek, WV 26385, 304-745-5904

WATER PURCHASE AND TRANSPORTATION AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 200____, by and between the Town of Monongah, hereinafter referred to as "Monongah" party of the first part and the Town of Farmington, hereinafter referred to as "Farmington", party of the second part.

WHEREAS, Monongah has obtained a tariff commitment to upgrade its water treatment plant so that Monongah can supply Farmington with all its water needs; and

WHEREAS, prior to proceeding with the project to upgrade its water treatment plant, the Monongah needs assurance that Farmington will, upon completion of the project, buy all of its water exclusively from Monongah.

NOW THEREFORE THIS AGREEMENT WITNESSETH: In consideration of the prompt performance of the covenants herein contained:

1. Prior to the completion of the Monongah project to upgrade its water treatment plant, Monongah agrees to sell and deliver to Farmington during the term of this agreement or any renewal or extension thereof, potable treated water in such quantity as may be required by Farmington up to Two Million Six Hundred Thousand (2,600,000) gallons per month or the maximum amount of water that can be transported through existing water lines connecting Monongah and Farmington as calculated by qualified engineers.
2. Upon completion of the Monongah project to upgrade its water treatment plant, Farmington agrees to buy all of its water exclusively from Monongah. This paragraph and all other terms of this Agreement which are to take effect upon completion of the aforesaid project are contingent upon Monongah obtaining a certificate from the Public Service Commission of West Virginia, upon Monongah obtaining the funding for the project, and upon Monongah proceeding to substantial completion of the project and beginning operation of the upgraded water treatment plant.
3. The water rates of Monongah are established by a tariff, which may change by ordinance enacted from time to time, upon approval of the Public Service Commission of the State of West Virginia. Farmington agrees to pay to Monongah for water delivered pursuant to this contract at the resale rate in Monongah's tariff, as enacted by ordinance and approved by the Public Service commission from time to time. Pursuant to the current resale rate in the tariff of Monongah, Farmington agrees to pay the sum of \$1.85 per thousand gallons of water actually transported and delivered at the metering point prior to the completion of Monongah's project, and the sum of \$1.93 per thousand gallons of water actually transported and delivered at the metering point after the completion of Monongah's project. Provided, that if Monongah's resale rate exceeds the resale rate of the City of Fairmont for delivery of water to Farmington, then Farmington may cancel this agreement after first giving Monongah 60 days written notice. Farmington agrees to pay Monongah or its agents promptly upon submission of a statement for such water

actually delivered.

4. Monongah shall provide to the point of delivery a potable supply of water meeting all applicable state and federal regulations with a chlorine residual of at least 0.5 mg/l. It is understood that the water delivered by Monongah to Farmington may have to be chemically treated subsequent to receipt by Farmington, in order to maintain clean water in the Farmington system. Farmington accepts responsibility to provide its customers with water of adequate quality and quantity pursuant to all state and federal rules and regulations.
5. Monongah shall cause water to be transported to Farmington at a reasonably consistent pressure calculated at 110 psi. Prior to the completion of the Monongah project, water will be transported to an existing main supply point. Upon completion of the project, water will be transported to the location shown on the attached plat. Monongah shall at its own expense construct any necessary lines and valves in order to connect at the aforesaid point. Farmington will provide, free of cost to Monongah, easements for said line, and a bill of sale for any existing line used by Monongah to make the connection at the aforesaid point. In the event additional pressure is required at the delivery point, Farmington agrees to pay the cost of providing any additional pressure.
6. The parties acknowledge that in the event of an emergency situation, such as an act of God or production problems, Monongah may not be able to provide water to Farmington. Monongah covenants it has the capacity to supply water to Farmington now and in the future. Provided, that both parties acknowledge that a problem now exists with excess water leakage in the Monongah system which may cause Monongah to be unable to supply water pursuant to this agreement. Monongah will notify Farmington as soon as possible when there will be necessary interruptions in supply. In the event there is a supply pressure failure due to supply line breaks in the Monongah lines, power failure, floods, fire, use of water to fight fires, or acts of God, or any other reasonable cause, Monongah shall make every reasonable effort to continue to provide water to Farmington *pro rata* with its own customers. Monongah agrees to enact a leak abatement program to reduce the water loss of the Monongah to a level in compliance with the rules and regulations of the Public Service Commission of West Virginia. The parties agree that Farmington shall in no way pay for the water loss of Monongah.
6. Monongah shall be responsible for payment for the purchase, installation, repair and/or replacement of such valves, pipes and metering devices, which may be necessary for the installation at the metering point. The meter shall be the property of Monongah and any other devices, apparatuses or fixtures so installed shall be the property of Farmington. Farmington shall provide, free of cost to Monongah, an easement for the meter site. Monongah and Farmington jointly agree that Monongah shall be responsible for reading the meter on a monthly basis. Monongah and Farmington shall have access to said meter site at all times for the purpose of verifying any readings. Any party to this agreement may have the meter tested at said party's own expense. The parties hereto agree that if the meter is within two percent (2%), plus or minus, based on tests conducted by a

certified testing facility, said month shall be deemed accurate and all readings to that date. In the event the meter is inaccurate, the previous three (3) months reading shall be appropriately adjusted.

7. The term of this agreement shall be for forty years from the date of the execution.
8. The parties here to certify that their respective governing bodies have approved this Agreement by Resolution and that this Agreement is executed in two (2) counterparts, each of which shall be considered an original. The obligation of this contract shall be applicable to and binding upon the parties hereto, their successors, transferees and assigns.

WITNESSETH THE FOLLOWING SIGNATURES:

TOWN OF MONONGAHI

By: _____

Its: _____

TOWN OF FARMINGTON

By: _____

Its: _____

This document prepared by: Attorney Thomas R. Michael, P.O. Box 250 Lost Creek, WV 26385, 304-745-5904

TOWN OF MONONGAH

RESOLUTION APPROVING INVOICES RELATING TO CONSTRUCTION AND OTHER SERVICES FOR THE PROPOSED WATER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the Town of Monongah has reviewed the invoices attached hereto and incorporated herein by reference relation to the construction of the Water Project funded by the United States Department of Agriculture Rural Utilities Service ("RUS") and find as follows:

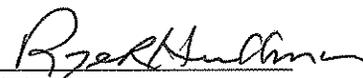
- a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.
- b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.
- c) That each of such costs has been otherwise properly incurred.
- d) That the payment for each of the items proposed is due and owing.

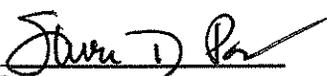
NOW, THEREFOR, BE IT RESOLVED The Town of Monongah by as follows: There is hereby authorized and directed the payment of the attached invoices from the Project Fund as follows:

Vendor	Total	RUS Loan 1	RUS Loan 2	RUS Grant
Stephoe & Johnson	27,300.00	20,000.00	7,300.00	0.00
Smith Cochran & Hicks	7,504.10	7,504.10	0	0.00
Huntington Bank	287,336.36	276,336.36	11,000.00	0.00
Chapman Technical	49,124.66	49,124.66	0.00	0.00
Tom Michael	28,800.00*	28,800.00	0.00	0.00
Total	400,065.12	381,765.12	18,300.00	0.00
Round to	400,200.00	381,900.00	18,300.00	0.00

**Billed \$31,276.42 - Can only pay up to *0% of Legal contract at closing*

ADOPTED BY the Town of Monongah, at the meeting held on the 5th day of April, 2010.

By: 
Its: Mayor

By: 
USDA

TOWN OF MONONGAH

Water Revenue Bonds, Series 2010 A; and
Water Revenue Bonds, Series 2010 B
(United States Department of Agriculture)

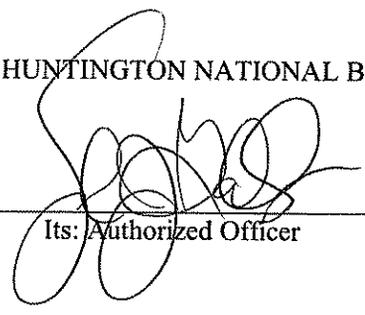
RECEIPT AND RELEASE

THE HUNTINGTON NATIONAL BANK, as the holder of the Town of Monongah's Waterworks System Refunding Bond Anticipation Note, Series 2006, dated August 29, 2006, issued in the original aggregate principal amount of \$340,000 (the "Notes"), hereby certifies that it has this day received the sum of \$287,336.36 from the Town and that such sum is sufficient to pay the entire principal amount of and interest accrued on the Notes to the date hereof and discharge the liens, pledges and encumbrances securing the Notes.

Dated this 15th day of April, 2010.

THE HUNTINGTON NATIONAL BANK

By: _____


Its: Authorized Officer

612650.00005

WATER OR WASTE SYSTEM GRANT AGREEMENT
UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE

THIS AGREEMENT dated April 15, 2010 between
Town of Monongah

a public corporation organized and operating under
Chapter 8, Article 13 of the West Virginia Code
(Authorizing Statute)

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

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement
of a (water) (sewer) system to serve the area under jurisdiction at an estimated cost of \$ 6,029,000
and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 3,971,000 of the development cost through revenues,
charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 3,971,000 has been committed to and by Grantee for such project
development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 2,058,000 or 34.14% percent
of said development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor.
Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant
purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part,
at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with
the conditions of the grant.

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

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to
Section 306 (a) of the Consolidated Farm and Rural Development Act the purpose only of defraying a part not
to exceed 34.14% percent of the development costs, as defined by applicable Rural Utilities Service
Instructions.

GRANTEE AGREES THAT GRANTEE WILL:

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

B. Permit periodic inspection of the construction by a representative of Grantor during construction.

C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.

D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes

of service, adopted by ~~resolution~~ ordinance dated _____, as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.

E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.

F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.

I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.

J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.

1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.

2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

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

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

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

[Revision 1, 04/17/1998]

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

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

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

[Revision 1, 04/17/1998]

1. Use of equipment.

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

(1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

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

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds, for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- (e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

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

All real property associated with the Town of Monongah's water treatment and distribution system.

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:

[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.

[Revision 1, 11/20/97]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$2,058,000.00. which it will advance to Grantee to meet not to exceed 34.14% percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Mayor

and attested and its corporate seal affixed by its duly authorized

Attest:

By: Patty McCombs

(Title) Recorder

By: Roger Huffman
Roger Huffman

(Title) Mayor

UNITED STATES OF AMERICA

RURAL UTILITIES SERVICE

By: Steve D. [Signature]

Rural Development Specialist

(Title)