

TOWN OF MONONGAH

**Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)**

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TOWN OF MONONGAH

**SEWER REVENUE BONDS, SERIES 1998 A
(WEST VIRGINIA INFRASTRUCTURE FUND)**

BOND ORDINANCE

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TOWN OF MONONGAH

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE 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 \$1,982,400 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation"), is enacted pursuant to the provisions of Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

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

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

of the Issuer that there be acquired and constructed certain additions, betterments and improvements to the existing public sewerage system of the Issuer, consisting of 12,500 linear feet of 8-inch force main to the City of Fairmont's collection system, rehabilitation of one lift station within the City of Fairmont's collection system and installation of approximately 4,600 linear feet of 12-inch and 15,000 linear feet of 8-inch gravity sewer line within the Issuer's collection system, together with all appurtenant facilities (collectively, the "Project") (the existing public sewerage system of the Issuer, the Project and any further additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Infrastructure Fund pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), in the total aggregate principal amount of not more than \$1,982,400 (the "Series 1998 A Bonds"), to permanently finance the costs of acquisition and construction of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Series 1998 A Bonds prior to and during acquisition and construction of the Project and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Series 1998 A Bonds Reserve Account (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees and expenses of the Authority, discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 1998 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 1998 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 1998 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement (the "Loan Agreement") by and between the Issuer and the Authority, on behalf of the West Virginia

Infrastructure and Jobs Development Council (the "Council"), in form satisfactory to the Issuer, the Authority and the Council, to be approved hereby if not previously approved by resolution of the Issuer.

G. There are no outstanding bonds or other obligations of the Issuer which will rank on a parity with the Series 1998 A Bonds as to liens, pledge, source of and security for payment.

On the Closing Date, the Issuer will apply a portion of the proceeds of the Series 1998 A Bonds to pay in full the Issuer's outstanding Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program) (the "Prior Bonds") and Step I Loan (the "Step I Loan").

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest, if any, on the Series 1998 A Bonds and payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 1998 A Bonds, or will have so complied prior to issuance of any thereof, including, if necessary, the obtaining of a certificate of convenience and necessity from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 1998 A Bonds or such final order will not be subject to appeal.

J. The Issuer is a governmental unit which has general taxing powers to finance operations of or facilities of the nature of the Project and the System; 95% or more of the Net Proceeds of the Series 1998 A Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and the Issuer, all subordinate entities, all entities which issue obligations on behalf of the Issuer, and all entities formed or, to the extent provided under Section 148 of the Code, herein defined, availed of, to avoid the purposes of Section 148(f)(4)(D) of the Code and all other entities benefiting thereby reasonably expect to issue less than \$5,000,000 aggregate principal amount of tax-exempt obligations (other than private activity bonds) during the calendar year in which the Series 1998 A Bonds are to be issued.

K. Pursuant to the Act, the Council has approved the Project and has authorized the Authority to make a loan to the Issuer from the West Virginia Infrastructure Fund.

L. Pursuant to the Act, the Issuer has heretofore established a Sanitary Board, and the Sanitary Board has petitioned the Governing Body to issue the Series 1998 A Bonds for the purposes set forth herein.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 1998 A Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

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

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 1998 A Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the Council under the Act.

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

"Bond Construction Trust Fund" means the Bond Construction Trust Fund established by Section 5.01 hereof.

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

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

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

"Bonds" means, collectively, the Series 1998 A Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

"Closing Date" means the date upon which there is an exchange of the Series 1998 A Bonds for the proceeds or at least a de minimis portion thereof representing the purchase price of the Series 1998 A Bonds from the Authority.

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

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

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

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

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

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns.

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

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

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

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

"Grant" means all moneys received by the Issuer on account of any Grant.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

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

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

"Investment Property" means any security (as said term is defined in Section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract, investment-type property or residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan, excluding, however, obligations the interest on which is excluded from gross income, under Section 103 of the Code, for federal income tax purposes other than specified private activity bonds as defined in Section 57(a)(5)(C) of the Code.

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

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered, into between the Issuer and the Authority, on behalf of the Council, providing for the purchase of the Series 1998 A Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 1998 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds,

if any, deposited in the Series 1998 A Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 1998 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds or any other proceeds of the Series 1998 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 1998 A Bonds.

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

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

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

"Paying Agent" means the Commission or such other entity or authority as may be designated as a Paying Agent for the Series 1998 A Bonds by the Issuer in the Supplemental Resolution.

"Private Business Use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit; provided that use as a member of the general public shall not be taken into account.

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

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

(a) Government Obligations;

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

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

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

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC, 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 Investment Management Board pursuant to Chapter 12, Article 6 of the West Virginia Code of 1931, as amended; and

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

"Recorder" means the Recorder of the Issuer.

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

"Registrar" means the Bond Registrar.

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

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

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

"Series 1998 A Bonds" means the Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), of the Issuer, authorized by this Ordinance.

"Series 1998 A Bonds Reserve Account" means the Series 1998 A Bonds Reserve Account established in the Series 1998 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1998 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 1998 A Bonds in the then current or any succeeding year.

"Series 1998 A Bonds Sinking Fund" means the Series 1998 A Bonds Sinking Fund established by Section 5.02 hereof.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 1998 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 1998 A Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds, including the Series 1998 A Bonds Reserve Account and the Renewal and Replacement Fund.

"System" means collectively, the complete existing municipal sewage system of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include the Project and any additions, betterments and improvements thereto hereafter acquired or constructed for the System from any sources whatsoever, both within and without the Issuer.

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

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

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of not to exceed \$2,482,400, 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 1998 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, compatible with the financing plan submitted to the Purchaser and the Council.

The cost of the Project is estimated not to exceed \$2,482,400, of which approximately \$1,982,400 will be obtained from proceeds of the Series 1998 A Bonds and approximately \$500,000 will be obtained from proceeds of a grant from the United States Department of Agriculture.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 1998 A Bonds, funding a reserve account for the Series 1998 A Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 1998 A Bonds of the Issuer. The Series 1998 A Bonds shall be issued as a single bond, designated "Sewer Revenue Bond, Series 1998 A (West Virginia Infrastructure Fund)", in the principal amount of not more than \$1,982,400, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 1998 A Bonds remaining after funding of the Series 1998 A Bonds Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 1998 A Bonds, if any, shall be deposited in or credited to the Bond Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 1998 A Bonds shall be issued in such principal amounts, shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates, shall mature on such dates and in such amounts, and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 1998 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 1998 A Bonds, if any, shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 1998 A Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 1998 A Bonds, all as provided in the Supplemental Resolution. The Series 1998 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 1998 A Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 1998 A Bonds shall cease to be such officer of the Issuer before the Series 1998 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 1998 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such 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 3.04. Authentication and Registration. No Series 1998 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 1998 A Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 1998 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 1998 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 1998 A Bonds remain outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of such Bonds.

The registered Series 1998 A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly

authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 1998 A Bonds or transferring the registered Series 1998 A Bonds are exercised, all Series 1998 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 1998 A Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 1998 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Series 1998 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 1998 A Bonds or, in the case of any proposed redemption of Series 1998 A Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 1998 A Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 1998 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 1998 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 1998 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 1998 A Bonds shall be secured by a first lien on the Net Revenues derived from the System. Such Net Revenues in an amount sufficient to pay the principal of

and interest, if any, on and other payments for the Series 1998 A Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 1998 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 1998 A Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 1998 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 1998 A Bonds to the original purchasers;

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

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 1998 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 1998 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF MONONGAH
SEWER REVENUE BOND,
SERIES 1998 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-_____

\$_____

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

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated _____, 199____.

This Bond is issued (i) to pay in full the Issuer's outstanding Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program) and Step I Loan; (ii) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related

costs. The existing public sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, 199____, and a Supplemental Resolution duly adopted by the Issuer on _____, 199____ (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 1998 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 1998 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that so long as there exists in the Series 1998 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this

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

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

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

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

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

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

[SEAL]

Mayor

ATTEST:

Recorder

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1998 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 1998.

ONE VALLEY BANK,
NATIONAL ASSOCIATION,
as Registrar

Authorized Officer

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 \$ _____

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

(Form of)

ASSIGNMENT

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

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

Dated: _____, _____.

In the presence of:

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 1998 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "Exhibit A" and made a part hereof, and the Recorder is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. "Amended Schedule B" Filing. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority a schedule in substantially the form of the "Amended Schedule B" to the Loan Agreement, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

- (1) Revenue Fund;
- (2) Renewal and Replacement Fund; and
- (3) Bond Construction Trust Fund.

Section 5.02. 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 1998 A Bonds Sinking Fund; and
- (2) Within the Series 1998 A Bonds Sinking Fund, the Series 1998 A Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Bond Legislation. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority:

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

(2) The Issuer shall next, on the first day of each month, commencing 3 months prior to the first date of payment of principal of the Series 1998 A Bonds, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1998 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 1998 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period

to elapse between the date of such initial deposit in the Series 1998 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, commencing 3 months prior to the first date of payment of principal of the Series 1998 A Bonds, if not fully funded upon issuance of the Series 1998 A Bonds, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1998 A Bonds Reserve Account, an amount equal to 1/120th of the Series 1998 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 1998 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 1998 A Bonds Reserve Requirement.

(4) The Issuer shall next, each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in the Renewal and Replacement Fund, an amount equal to 2 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, repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such accounts have not, as of the date of determination of a deficiency, funded such accounts to the maximum extent required hereof) shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

Moneys in the Series 1998 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 1998 A Bonds as the same shall become due. Moneys in the Series 1998 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 1998 A Bonds as the same shall come due, when other moneys in the Series 1998 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 1998 A Bonds Sinking Fund and the Series 1998 A Bonds Reserve Account (if fully funded) shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during

construction of the Project, be deposited in the Bond Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 1998 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 1998 A Bonds Reserve Account which result in a reduction in the balance of the Series 1998 A Bonds Reserve Account to below the Series 1998 A Bonds Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 1998 A Bonds are issued, provision shall be made for additional payments into the respective sinking fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate reserve account in an amount equal to the maximum amount of principal and interest which will become due in any year for account of the Bonds of such series, including such additional Bonds.

The Issuer shall not be required to make any further payments into the Series 1998 A Bonds Sinking Fund, or the Series 1998 A Bonds Reserve Account therein when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 1998 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 1998 A Bonds Sinking Fund and the Series 1998 A Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by either the Authority or the Council at any time, the Issuer shall make the necessary arrangements whereby required payments into the Series 1998 A Bonds Sinking Fund and the Series 1998 A Bonds Reserve Account shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 1998 A Bonds Sinking Fund and the Series 1998 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 1998 A Bonds Sinking Fund, including the Series 1998 A Bonds Reserve Account therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 1998 A Bonds and any additional Bonds ranking on a parity therewith that may be issued and Outstanding under the conditions and restrictions hereinafter set forth.

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

C. The Issuer shall on the first day of each month (if such day is not a business day, then the next succeeding business day), deposit with the Commission the required principal, interest and reserve payments with respect to the Series 1998 A Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

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

E. The moneys in excess of the sum insured by the maximum amounts insured by FDIC in any of the funds and 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.

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

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

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from the sale of the Series 1998 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 1998 A Bonds, there shall first be deposited with the Commission in the Series 1998 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. Next, from the proceeds of the Series 1998 A Bonds, there shall be deposited with the Commission in the Series 1998 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 1998 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 1998 A Bonds, such moneys shall be deposited with the Depository Bank in the Bond Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 hereof and until so expended, are hereby pledged as additional security for the Series 1998 A Bonds.

D. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 1998 A Bonds shall be expended as approved by the Council.

Section 6.02. Disbursements From the Bond Construction Trust Fund. The Issuer shall each month provide the Council with a requisition for the costs incurred for the Project, together with such documentation as the Council shall require. Payments for costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Bond Construction Trust Fund (except for the costs of issuance of the Bonds hereby authorized, which shall be made upon request of the Issuer) shall be made only after submission to the Council, of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating:

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

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

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

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

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

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 1998 A Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 1998 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 1998 A Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 1998 A Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Series 1998 A Bonds, shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 1998 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 1998 A Bonds shall be secured by a first lien on the Net Revenues derived from the System. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 1998 A Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Rates and Charges. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the Issuer enacted September 22, 1997, which rates are incorporated herein by reference as a part hereof.

Section 7.05. Sale of the System. So long as the Series 1998 A Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the Council, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Bonds Outstanding, in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 1998 A Bonds, immediately be remitted to the Commission for deposit in the Series 1998 A Bonds Sinking Fund, and, with the written consent of the Authority and the Council, or in the event the Authority is no longer a

Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 1998 A Bonds. Any balance remaining after the payment of all the Series 1998 A Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

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

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

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 1998 A Bonds. All obligations issued by the Issuer after the issuance of the Series 1998 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express

statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 1998 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

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

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

Section 7.07. Parity Bonds. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of any Bonds pursuant to this Bond Legislation, except under the conditions and in the manner herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 1998 A Bonds, and must have the prior written consent of the Authority and the Council.

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

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 actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the date of issuance of such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

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

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

The "estimated average increased annual Net Revenues to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from any improvements to be financed by such additional Parity Bonds and any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the date of issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the Recorder prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which has expired (without successful appeal) prior to issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Net Revenues of the System and their source of and security for payment from such revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

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

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

Section 7.08. Books; Records and Audit. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Authority and the Council or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the Council such documents and information as they may reasonably require in connection with the acquisition, construction and installation of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

The Issuer shall permit the Authority and the Council or their agents and representatives, to inspect all records pertaining to the operation of the System at all reasonable times following completion of construction of the Project and commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

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

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

The Issuer shall file with the Council and the Authority, or any other original purchaser of the Series 1998 A Bonds, and shall mail in each year to any Holder or Holders of the Series 1998 A Bonds, requesting the same, an annual report containing the following:

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

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

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof, to the extent legally required, and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 1998 A Bonds and shall submit said report to the Authority and the Council, or any other original purchaser of the Series 1998 A Bonds. Such audit report submitted to the Authority and the Council shall include a statement that the Issuer is in compliance with the terms and provisions of the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

The Issuer shall permit the Authority and the Council, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction of the Project, the Issuer shall also provide the Authority and the Council, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority with respect to the System pursuant to the Act.

Section 7.09. Rates. Equitable rates or charges for the use of and service rendered by the System have been established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Recorder, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 1998 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 1998 A Bonds; provided that, in the event amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 1998 A Bonds Reserve Account and any reserve accounts for obligations on a parity with the Series 1998 A Bonds are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 1998 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 1998 A Bonds. In any

event, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04.

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

Commencing on the date contracts are executed for the acquisition and construction of the Project and for 2 years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement as Exhibit C, and forward a copy of such report to the Authority and the Council by the 15th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the Council, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the Council is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The Issuer shall provide and maintain competent and adequate resident engineering services satisfactory to the Authority and the Council covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs

prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such resident engineer shall certify to the Authority, the Council and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall employ qualified operating personnel properly certified by the State to operate the System during the entire term of the Loan Agreement.

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

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

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

Section 7.14. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department,

agency, instrumentality, officer or employee shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Series 1998 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

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

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR;

AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

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

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

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

B. The Issuer shall require all contractors engaged in the construction of the Project to furnish a performance bond and a payment bond, each in an amount equal to 100% of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract.

The Issuer shall also require all contractors engaged in the construction of the Project to carry such worker's compensation coverage for all employees working on the Project and public liability insurance, vehicular liability insurance and property damage insurance in amounts adequate for such purposes and as is customarily carried with respect to works and properties similar to the Project; provided that the amounts and terms of such coverage are satisfactory to the Authority and the Council. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of

West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.17. Completion of Project; Permits and Orders. The Issuer will complete the Project as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards.

The Issuer will obtain all permits required by state and federal laws for the acquisition and construction of the Project and all orders and approvals from the West Virginia Public Service Commission, if necessary, for the acquisition and construction of the Project and the operation of the System.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer agrees to comply with all the terms and conditions of the Loan Agreement and the Act and shall by Supplemental Resolution approve such additional terms and conditions set forth in the Loan Agreement. The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the Authority and the Council, or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System. The Issuer shall provide the Council with copies of all documents submitted to the Authority.

Section 7.19. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 1998 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 1998 A Bonds during the term thereof is, under the terms of the Series 1998 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used

for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 1998 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 1998 A Bonds during the term thereof is, under the terms of the Series 1998 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 1998 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 1998 A Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of that portion of the Project to which such Private Business Use is related, all of the foregoing to be determined in accordance with the Code.

B. **PRIVATE LOAN LIMITATION.** The Issuer shall assure that not in excess of 5% of the Net Proceeds of the Series 1998 A Bonds are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. **FEDERAL GUARANTEE PROHIBITION.** The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 1998 A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. **INFORMATION RETURN.** To the extent legally required, the Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 1998 A Bonds and the interest thereon, including, without limitation, the information return required under Section 149(e) of the Code.

E. **FURTHER ACTIONS.** The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 1998 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

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

Section 7.21. Contracts. A. The Issuer shall, simultaneously with the delivery of the Series 1998 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Council for written approval. The Issuer shall obtain the written approval of the Council before expending any proceeds of the Series 1998 A Bonds held in "contingency" as set forth in the Schedule B attached to the Loan Agreement. The Issuer shall also obtain the written approval of the Council before expending any proceeds of the Series 1998 A Bonds made available due to bid or construction or project underruns.

ARTICLE VIII

INVESTMENT OF FUNDS; NON ARBITRAGE

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

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

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

Section 8.02. Arbitrage. The Issuer covenants that (i) it shall not take, or permit or suffer to be taken, any action with respect to the gross or other proceeds of the Series 1998 A Bonds which would cause the Series 1998 A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Series 1998 A Bonds) so that the interest on the Series 1998 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 8.03. Small Issuer Exemption from Rebate of Excess Investment Earnings to the United States. In accordance with Section 148 (f)(4)(D) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that no part of the Series 1998 A Bonds are private activity bonds; that 95% or more of the Net Proceeds of the Series 1998 A Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and that the aggregate face amount of all the tax-exempt obligations (other than private activity bonds) issued by the Issuer during the calendar year in which the Series 1998 A Bonds are issued does not and will not exceed \$5,000,000, determined in accordance with Section 148(f)(4)(D) of the Code and the Regulations from time to time in effect applicable to the Series 1998 A Bonds. For purposes of the first paragraph of Section 8.03 and for purposes of applying Section 148(f)(4)(D) of the Code, the Issuer and all entities which issue obligations on behalf of the Issuer shall be treated as one issuer; all obligations issued by a governmental unit to make loans to other governmental units with general taxing powers not subordinate to such unit shall, for purposes of applying this first paragraph of Section 8.03 and Section 148(f)(4)(D) of the Code, be treated as not issued by such unit; all obligations issued by a subordinate entity shall, for purposes of applying this first paragraph of Section 8.03 and Section 148(f)(4)(D) of the Code to each other entity to which such entity is subordinate, be treated as issued by such other entity; and an entity formed (or, to the extent provided by the Secretary, as set forth in the Code, availed of) to avoid the purposes of such Section 148(f)(4)(D) of the Code and all other entities benefiting thereby shall be treated as one issuer.

Notwithstanding the foregoing, if in fact the Issuer is subject to the rebate requirements of Section 148(f) of the Code, and not exempted from such requirements, the Issuer covenants to make, or cause to be made, all rebate calculations, computations and payments in the time, manner and as required in Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 1998 A Bonds and otherwise covenants and agrees to comply with the provisions of such Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 1998 A Bonds. In the event of a failure to pay the correct rebate amount, the Issuer will pay, from any lawful sources available therefor, to the United States such amount, plus a penalty equal to 50% of the rebate amount not paid when required to be paid, plus interest on that amount, unless waived. In order to provide for the administration of this paragraph, the Issuer may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Issuer may deem appropriate.

The Issuer shall furnish to the Authority, annually, and at such time as it is required to perform its rebate calculations under the Code, a certificate with respect to its rebate calculations and, at any time, any additional information relating thereto as may be requested by the Authority. In addition, the Issuer shall cooperate with the Authority in preparing any required rebate calculations and in all other respects in connection with rebates and hereby consents to the performance of all matters in connection with such rebates by the Authority at the expense of the Issuer.

The Issuer shall submit to the Authority within 15 days following the end of each Bond Year a certified copy of its rebate calculation or, if the Issuer qualifies for the small governmental issue exception to rebate, the Issuer shall submit a certificate stating that it is exempt from the rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Series 1998 A Bonds subject to rebate. The Issuer shall also furnish the Authority, at any time, such additional information relating to rebate as may be reasonably requested by the Authority, including information with respect to earnings on all funds constituting "gross proceeds" of the Series 1998 A Bonds (as such term "gross proceeds" is defined in the Code).

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 1998 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on any Series 1998 A Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 1998 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 1998 A Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

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

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

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right

by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

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

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

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holders of the Series 1998 A Bonds, the principal of and interest due or to become due thereon, if any, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1998 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest on the Series 1998 A Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 1998 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 1998 A Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 1998 A Bonds, shall be made without the consent in writing of the Registered Owners of the Series 1998 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 1998 A Bonds or the rate of interest, if any, thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 1998 A Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest on the Series 1998 A Bonds from gross income of the holders thereof.

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

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

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

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

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

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

Section 11.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the Times-West Virginian, a newspaper of general circulation in the Town of Monongah, no qualified newspaper being published therein, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 1998 A Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Passed on First Reading: - September 28, 1998

Passed on Second Reading: - October 5, 1998

Passed on Final Reading
Following Public
Hearing: - October 26, 1998



Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the TOWN OF MONONGAH on the 26th of October, 1998.

Dated: October 29, 1998.

[SEAL]


Recorder

10/14/98
612650/98001

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF MONONGAH RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the council (the "Governing Body") of the Town of Monongah (the "Issuer"), has duly and officially adopted and enacted a bond ordinance, effective October 26, 1998 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE 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 \$1,982,400 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF

SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING
THERE TO.

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 Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), of the Issuer (the "Bonds" or "Series 1998 A Bonds"), in the aggregate principal amount not to exceed \$1,982,400, and has authorized the execution and delivery of a loan agreement relating to the Bonds (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), all in accordance with Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amount, date, maturity date, interest rate, interest and principal payment dates, sale price and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

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

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

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

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

Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of \$1,982,400. The Bonds shall be dated the date of delivery thereof, shall finally mature September 1, 2038, and shall bear no interest. The principal of the Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2000, and ending September 1, 2038, and in the amounts as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds. The Bonds shall be subject to redemption upon the written consent of the Authority and the Council, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Bonds.

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

Section 3. The Issuer does hereby ratify, approve and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the Council and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate One Valley Bank, National Association, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Bonds under the Bond Ordinance.

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

Section 7. Series 1998 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 1998 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 1998 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 1998 A Bonds Reserve Account.

Section 9. Series 1998 A Bonds proceeds in the amount of \$169,244.18 shall be used to pay in full the entire outstanding principal amount of and interest accrued on the Prior Bonds.

Section 10. Series 1998 A Bonds proceeds in the amount of \$12,069.50 shall be used to pay in full the entire outstanding principal amount of and interest accrued on the Step I Loan.

Section 11. The balance of the proceeds of the Bonds shall be deposited in or credited to the Bond Construction Trust Fund as received from the Council from time to time for payment of costs of the Project, including costs of issuance of the Bonds and related costs.

Section 12. 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 October 29, 1998, to the Authority pursuant to the Loan Agreement.

Section 13. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 14. The Issuer hereby determines to invest all moneys in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such moneys to be invested in such repurchase agreements or time accounts until further directed in writing by the Issuer. Moneys in the Series 1998 A Bonds Sinking Fund, including the Series 1998 A Bonds Reserve Account therein, shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 15. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by Section 103(a) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder or under any predecessor thereto (the "Code"), by reason of the classification of the Bonds as "private activity bonds" within the meaning of the Code. The Issuer will take all actions necessary to comply with the Code and Treasury Regulations to be promulgated thereunder.

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

Adopted this 26th day of October, 1998.

TOWN OF MONONGAH



Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of Monongah on the 26th day of October, 1998.

Dated: October 29, 1998.

[SEAL]


Recorder

10/14/98
612650/98001

LOAN AGREEMENT

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

TOWN OF MONONGAH
(Governmental Agency)

WITNESSETH:

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

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

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

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

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

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

The Project and the System

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

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

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

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

- (i) to pay Operating Expenses of the System;
- (ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule

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

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

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

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

(b) Covenants substantially as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

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

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

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

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

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

ARTICLE VI

Other Agreements of the Governmental Agency

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

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

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

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

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

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

ARTICLE VII

Miscellaneous

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

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

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

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

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

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

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

7.8 This Loan Agreement shall terminate upon the earlier of:

- (i) the end of ninety (90) days after the date of execution hereof by the Authority if the Governmental Agency has failed to deliver the Local Bonds to the Authority;
- (ii) termination by the Authority pursuant to Section 6.1 hereof; or
- (iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Governmental Agency to the Authority, acting on behalf of the Council.

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

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

TOWN OF MONONGAH

(SEAL)

By: James Tompkins
Mayor

Date: October 29, 1998

Attest:

Rebecca Thompson
Its: Recorder

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

(SEAL)

By: Daniel B. Lyubsky
Director

Date: October 29, 1998

Attest:

Barbara B Meadows
Secretary-Treasurer

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

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

2. The undersigned hereby certifies that (i) the Project will be constructed in accordance with the approved plans, specifications and designs prepared by my firm and as described in the application submitted to the Authority requesting the Authority to purchase the Bonds (the "Application") and approved by all necessary governmental bodies, (ii) the Project is adequate for the purpose for which it was designed and has an estimated useful life of at least _____ years, (iii) the Issuer has received bids for the construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application and my firm has ascertained that all contractors have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified by my firm for accuracy, (iv) the chosen bidder received any and all addenda to the original bid documents; (v) the bid documents reflect the Project as approved by the West Virginia [Division of Environmental Protection][Bureau for Public Health]; (vi) the chosen bid includes every construction item necessary to complete the Project, or explains any deviation thereof; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project, (ix) the rates and charges for the System as adopted by the Issuer are sufficient to comply with the provisions of Subsection 4.1(b)(ii) of the Loan Agreement, (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably

pledged thereto and the proceeds of grants irrevocably committed therefor, are sufficient to pay the costs of construction and acquisition of the Project as set forth in the Application, and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project and Sources of Funds" for the Project.

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

By: _____

West Virginia License No. _____

[SEAL]

EXHIBIT B

[Opinion of Bond Counsel for Governmental Agency]

[To Be Dated as of Date of Loan Closing]

West Virginia Infrastructure and
Jobs Development Council
c/o West Virginia Water Development Authority
180 Association Drive
Charleston, West Virginia 25311

Ladies and Gentlemen:

We are bond counsel to _____ (the
"Governmental Agency"), a _____
_____.

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT C

Monthly Financial Report

[Name of Governmental Agency]

[Name of Bond Issue]

Fiscal Year - __

Report Month: _____

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

Witnesseth my signature this ___ day of ___, 19__.

[Name of Governmental Agency]

By: _____
Authorized Officer

CHASFS3:58465

SCHEDULE X

DESCRIPTION OF BONDS

Principal Amount of Bonds	\$1,982,400
Purchase Price of Bonds	\$1,982,400

Principal on the Bonds is payable quarterly, commencing June 1, 2000 to and including September 1, 2038. Quarterly payments will be made thereafter on each September 1, December 1, March 1 and June 1, as set forth on Schedule Y attached hereto and incorporated herein by reference.

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

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

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

SCHEDULE Y

Town of Monongah, WV
Infrastructure Fund (Series 1996D) Loan, Series 1998A
\$1,982,400; 40 Years; 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/1998	-	-	-
3/01/1999	-	-	-
6/01/1999	-	-	-
9/01/1999	-	-	-
12/01/1999	-	-	-
3/01/2000	-	-	-
6/01/2000	12,872.73	-	12,872.73
9/01/2000	12,872.73	-	12,872.73
12/01/2000	12,872.73	-	12,872.73
3/01/2001	12,872.73	-	12,872.73
6/01/2001	12,872.73	-	12,872.73
9/01/2001	12,872.73	-	12,872.73
12/01/2001	12,872.73	-	12,872.73
3/01/2002	12,872.73	-	12,872.73
6/01/2002	12,872.73	-	12,872.73
9/01/2002	12,872.73	-	12,872.73
12/01/2002	12,872.73	-	12,872.73
3/01/2003	12,872.73	-	12,872.73
6/01/2003	12,872.73	-	12,872.73
9/01/2003	12,872.73	-	12,872.73
12/01/2003	12,872.73	-	12,872.73
3/01/2004	12,872.73	-	12,872.73
6/01/2004	12,872.73	-	12,872.73
9/01/2004	12,872.73	-	12,872.73
12/01/2004	12,872.73	-	12,872.73
3/01/2005	12,872.73	-	12,872.73
6/01/2005	12,872.73	-	12,872.73
9/01/2005	12,872.73	-	12,872.73
12/01/2005	12,872.73	-	12,872.73
3/01/2006	12,872.73	-	12,872.73
6/01/2006	12,872.73	-	12,872.73
9/01/2006	12,872.73	-	12,872.73
12/01/2006	12,872.73	-	12,872.73
3/01/2007	12,872.73	-	12,872.73
6/01/2007	12,872.73	-	12,872.73
9/01/2007	12,872.73	-	12,872.73
12/01/2007	12,872.73	-	12,872.73
3/01/2008	12,872.73	-	12,872.73
6/01/2008	12,872.73	-	12,872.73

Town of Monongah, WV
Infrastructure Fund (Series 1996D) Loan, Series 1998A
\$1,982,400; 40 Years; 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2008	12,872.73	-	12,872.73
12/01/2008	12,872.73	-	12,872.73
3/01/2009	12,872.73	-	12,872.73
6/01/2009	12,872.73	-	12,872.73
9/01/2009	12,872.73	-	12,872.73
12/01/2009	12,872.73	-	12,872.73
3/01/2010	12,872.73	-	12,872.73
6/01/2010	12,872.73	-	12,872.73
9/01/2010	12,872.73	-	12,872.73
12/01/2010	12,872.73	-	12,872.73
3/01/2011	12,872.73	-	12,872.73
6/01/2011	12,872.73	-	12,872.73
9/01/2011	12,872.73	-	12,872.73
12/01/2011	12,872.73	-	12,872.73
3/01/2012	12,872.73	-	12,872.73
6/01/2012	12,872.73	-	12,872.73
9/01/2012	12,872.73	-	12,872.73
12/01/2012	12,872.73	-	12,872.73
3/01/2013	12,872.73	-	12,872.73
6/01/2013	12,872.73	-	12,872.73
9/01/2013	12,872.73	-	12,872.73
12/01/2013	12,872.73	-	12,872.73
3/01/2014	12,872.73	-	12,872.73
6/01/2014	12,872.73	-	12,872.73
9/01/2014	12,872.73	-	12,872.73
12/01/2014	12,872.73	-	12,872.73
3/01/2015	12,872.73	-	12,872.73
6/01/2015	12,872.73	-	12,872.73
9/01/2015	12,872.73	-	12,872.73
12/01/2015	12,872.73	-	12,872.73
3/01/2016	12,872.73	-	12,872.73
6/01/2016	12,872.73	-	12,872.73
9/01/2016	12,872.73	-	12,872.73
12/01/2016	12,872.73	-	12,872.73
3/01/2017	12,872.73	-	12,872.73
6/01/2017	12,872.73	-	12,872.73
9/01/2017	12,872.73	-	12,872.73
12/01/2017	12,872.73	-	12,872.73
3/01/2018	12,872.73	-	12,872.73

Town of Monongah, WV
Infrastructure Fund (Series 1996D) Loan, Series 1998A
\$1,982,400; 40 Years; 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2018	12,872.73	-	12,872.73
9/01/2018	12,872.73	-	12,872.73
12/01/2018	12,872.73	-	12,872.73
3/01/2019	12,872.73	-	12,872.73
6/01/2019	12,872.73	-	12,872.73
9/01/2019	12,872.73	-	12,872.73
12/01/2019	12,872.73	-	12,872.73
3/01/2020	12,872.73	-	12,872.73
6/01/2020	12,872.73	-	12,872.73
9/01/2020	12,872.73	-	12,872.73
12/01/2020	12,872.73	-	12,872.73
3/01/2021	12,872.73	-	12,872.73
6/01/2021	12,872.73	-	12,872.73
9/01/2021	12,872.73	-	12,872.73
12/01/2021	12,872.73	-	12,872.73
3/01/2022	12,872.73	-	12,872.73
6/01/2022	12,872.73	-	12,872.73
9/01/2022	12,872.73	-	12,872.73
12/01/2022	12,872.73	-	12,872.73
3/01/2023	12,872.73	-	12,872.73
6/01/2023	12,872.73	-	12,872.73
9/01/2023	12,872.73	-	12,872.73
12/01/2023	12,872.73	-	12,872.73
3/01/2024	12,872.73	-	12,872.73
6/01/2024	12,872.73	-	12,872.73
9/01/2024	12,872.73	-	12,872.73
12/01/2024	12,872.73	-	12,872.73
3/01/2025	12,872.73	-	12,872.73
6/01/2025	12,872.73	-	12,872.73
9/01/2025	12,872.73	-	12,872.73
12/01/2025	12,872.73	-	12,872.73
3/01/2026	12,872.73	-	12,872.73
6/01/2026	12,872.73	-	12,872.73
9/01/2026	12,872.73	-	12,872.73
12/01/2026	12,872.73	-	12,872.73
3/01/2027	12,872.73	-	12,872.73
6/01/2027	12,872.73	-	12,872.73
9/01/2027	12,872.73	-	12,872.73
12/01/2027	12,872.73	-	12,872.73

Town of Monongah, WV
Infrastructure Fund (Series 1996D) Loan, Series 1998A
\$1,982,400; 40 Years; 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2028	12,872.73	-	12,872.73
6/01/2028	12,872.73	-	12,872.73
9/01/2028	12,872.72	-	12,872.72
12/01/2028	12,872.72	-	12,872.72
3/01/2029	12,872.72	-	12,872.72
6/01/2029	12,872.72	-	12,872.72
9/01/2029	12,872.72	-	12,872.72
12/01/2029	12,872.72	-	12,872.72
3/01/2030	12,872.72	-	12,872.72
6/01/2030	12,872.72	-	12,872.72
9/01/2030	12,872.72	-	12,872.72
12/01/2030	12,872.72	-	12,872.72
3/01/2031	12,872.72	-	12,872.72
6/01/2031	12,872.72	-	12,872.72
9/01/2031	12,872.72	-	12,872.72
12/01/2031	12,872.72	-	12,872.72
3/01/2032	12,872.72	-	12,872.72
6/01/2032	12,872.72	-	12,872.72
9/01/2032	12,872.72	-	12,872.72
12/01/2032	12,872.72	-	12,872.72
3/01/2033	12,872.72	-	12,872.72
6/01/2033	12,872.72	-	12,872.72
9/01/2033	12,872.72	-	12,872.72
12/01/2033	12,872.72	-	12,872.72
3/01/2034	12,872.72	-	12,872.72
6/01/2034	12,872.72	-	12,872.72
9/01/2034	12,872.72	-	12,872.72
12/01/2034	12,872.72	-	12,872.72
3/01/2035	12,872.72	-	12,872.72
6/01/2035	12,872.72	-	12,872.72
9/01/2035	12,872.72	-	12,872.72
12/01/2035	12,872.72	-	12,872.72
3/01/2036	12,872.72	-	12,872.72
6/01/2036	12,872.72	-	12,872.72
9/01/2036	12,872.72	-	12,872.72
12/01/2036	12,872.72	-	12,872.72
3/01/2037	12,872.72	-	12,872.72
6/01/2037	12,872.72	-	12,872.72
9/01/2037	12,872.72	-	12,872.72
12/01/2037	12,872.72	-	12,872.72
3/01/2038	12,872.72	-	12,872.72
6/01/2038	12,872.72	-	12,872.72
9/01/2038	12,872.71	-	12,872.71
Total	1,982,400.00	-	1,982,400.00

Town of Monongah, WV
Infrastructure Fund (Series 1996D) Loan, Series 1998A
\$1,982,400; 40 Years; 0% Interest Rate

DEBT SERVICE SCHEDULE

YIELD STATISTICS

Bond Year Dollars.....	\$41,068.72
Average Life.....	20.717 Years
Average Coupon.....	-
Net Interest Cost (NIC).....	-
True Interest Cost (TIC).....	2.53E-09
Bond Yield for Arbitrage Purposes.....	9.63E-11
All Inclusive Cost (AIC).....	9.64E-11
IRS FORM 8038	
Net Interest Cost.....	-
Weighted Average Maturity.....	20.717 Years

Ferris, Baker Watts, Incorporated
Public Finance

File = IFMONON-102198- SINGLE PURPOSE
10/23/1998 11:28 AM

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: August 17, 1998

FINAL
9-6-98

CASE NO. 97-1636-S-CN

MONONGAH MUNICIPAL SEWAGE SYSTEM, a
municipal corporation.

Application for a certificate of convenience and necessity to construct and improve a sewage treatment collection system at Monongah, in Marion County, consisting of construction of 12,500 linear feet of 8-inch force main to the City of Fairmont's collection system, rehabilitation of one lift station within the City of Fairmont's collection system and installation of approximately 4,600 linear feet of 12-inch and 15,000 linear feet of 8-inch gravity sewer line within the Town of Monongah's collection system.

RECOMMENDED DECISION

On December 12, 1997, Monongah Municipal Sewage System (Monongah), a municipal corporation, filed an application for a certificate of convenience and necessity to construct and improve a sewage treatment collection system at Monongah, in Marion County, consisting of construction of 12,500 linear feet of 8-inch force main to the City of Fairmont's collection system, rehabilitation of one lift station within the City of Fairmont's collection system and installation of approximately 4,600 linear feet of 12-inch and 15,000 linear feet of 8-inch gravity sewer line within the Town of Monongah's collection system. Monongah estimates that construction of the project will cost approximately \$2,482,400.

Monongah proposes to finance the construction of the project by a grant in the amount of \$500,000 from USDA Rural Utilities Service; a loan in the amount of \$1,982,400 from the West Virginia Infrastructure and Job Development Council; and a Design Loan in the amount of \$190,000 from the State Revolving Fund. The Design Loan will be repaid from the Infrastructure Council Loan proceeds and will not be a part of the financing.

By Notice of Filing Order entered on December 12, 1997, Monongah was directed to give notice of its application by publishing a copy of the Notice of Filing, once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Marion County. If no

protests are timely filed in response to the published notice, the Commission is authorized to render a decision, without a hearing, by virtue of West Virginia Code §24-2-11.

On January 6, 1998, Monongah filed an Affidavit of Publication from The Times-West Virginia, a newspaper, published in Marion County, verifying that the Notice of Filing was published, as required, on December 27, 1997. The thirty-day protest period expired on January 26, 1998, with no protests having been filed, either by that date or the date of this Order.

On January 20, 1998, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before July 29, 1998.

On July 13, 1998, James A. Liotta, Counsel for the Town of Monongah, filed a motion for an extension of the decision due date. For cause, Mr. Liotta stated that the Town needed additional time to obtain information to support its application.

By Order entered on July 14, 1998, the Commission extended the Administrative Law Judge's due date to August 19, 1998.

On August 11, 1998, Cecelia Gail Jarrell, Staff Attorney, filed the Final Joint Staff Memorandum prepared by Mr. Randy Lengyel, Utilities Analyst II, and David W. Dove, P.E., Engineer I, both of the Water and Wastewater Division. According to Staff, the Town of Monongah has previously submitted two preliminary applications to the West Virginia Infrastructure Jobs Development Council. The first application consisted of constructing a new wastewater treatment plant, which was rejected. The second application consisted of constructing all new sewer lines for the Town, and was returned, recommending that the Town proceed with a limited project, consisting of a pumping station and force main to Fairmont with a limited amount of interceptor replacement due to the magnitude of the cost of this work. This third application is to transport the Town's sewage flow to the City of Fairmont while performing rehabilitative work on the Town's system to reduce infiltration/inflow. This certificate application is Phase I of a two-phase project. Phase I is further divided into Contract 1 and Contract 2. Phase 2 is not part of this certificate application, but may be implemented at a later date, if funding is available.

Contract 1 of this application will consist of sewer line rehabilitation, replacement and abandonment, and will include the installation of force main, gravity sewer, and manholes. Contract No. 2 will consist of upgrading the existing City of Fairmont's West Chester lift station in order to handle the additional waste water flows and the abandonment of the Town's existing three (3) lift stations and construction of three (3) new lift stations.

Staff stated that the project has not been bid; therefore, project costs remain an estimate. The total project cost is estimated at \$2,482,400. The collection system reportedly transports the sewage of approximately 590 customers, which equates to a project cost of \$4,208/customer, which Staff believes to be very reasonable. The following is a breakdown of estimated project costs: 1. Construction: a. Contract No.

1 is \$1,508,856.00; b. Contract No. 2 is \$315,000.00; 2. Construction Contingency (13%) is \$244,974.00; 3. Engineering: a. Basic Services cost is \$140,000.00; b. Construction Observation is \$90,000.00; c. Additional Services (Mapping, Surveying, etc.) are \$50,000.00; 4. Administration is \$20,000.00; 5. Legal is \$10,000.00; 6. Fiscal is \$5,000.00; 7. Land and Right-of-Way is \$15,000.00; 8. Bond Counsel is \$15,000.00; 9. Sep I Loan Repayment is \$12,070.00; 10. Interim Financing is \$20,000.00; 11. Project contingency (10%) is \$36,500.00; Total Probable Project Cost is \$2,482,400.00.

According to Staff, the Town currently operates a 600,000 gpd wastewater treatment facility that discharges into the West Fork River. The treatment facility is in excess of 30 years old and is unable to consistently meet the Town's National Pollutant Discharge Elimination System (NPDES) Water Pollution Control Permit requirements. The Town has reportedly been unable to comply with the West Virginia Division of Environmental Protection's Administrative Order since July 1989, primarily due to funding limitations. In addition, the plant reportedly has structural deficiencies that have contributed to poor operating conditions and, in the past, has allowed untreated wastewater to leak from the intake chamber, further contributing to environmental and health concerns. Additionally, the Town's existing wastewater collection system is in very poor condition and will require a significant amount of repairing and replacement of sewer lines and manholes. As such, Staff believes that the need for this project has been adequately documented.

According to Staff, the treatment of the Town of Monongah's wastewater by the City of Fairmont would eliminate the problems the Town is facing with current effluent discharge violations by eliminating three CSO discharge points as well as separating storm and sanitary sewers and rehabilitating portions of the collection system. The City of Fairmont's wastewater treatment facility is designed for 9.0 MGD and currently has an average daily flow of 5.6 MGD. It is estimated that the Town of Monongah, by the year 2015, may produce 200,000 gpd of wastewater. As such, the City of Fairmont is willing and has the capacity to adequately handle the additional wastewater flow from the Town of Monongah. A Sewer User Agreement has been executed between the Town and the City of Fairmont, setting forth the rates and charges for the cost of treating the sewage (approximately \$0.87/1000 gallons). The wastewater to be treated by the City will be master metered. The master meter will be paid for by the Town of Monongah as part of this project and, upon installation, shall be owned, operated and maintained by the City of Fairmont.

Staff noted that the Town's engineering consultant estimates that there will be an increase in operation and maintenance expenses as a result of this project. It is estimated that the power and fuel costs will increase by \$2,247, to a total amount of \$10,000. The basis for this estimate is a 25-30% increase above historical power costs, as a result of regular operational problems at all three stations and the plant, which results in artificially lower power costs, and the fact that the proposed system may be subject to flows higher than historical volumes due to the elimination of bypasses and permitted discharges. Treatment and disposal fees are also expected to increase to \$63,510, which will be the price the Town pays to the City for treatment and disposal services.

According to Staff, the plans and specifications for this project have been approved by the Division of Environmental Protection. Staff's review of the plans and specifications did not reveal any conflicts with the Commission's Rules and Regulations. Staff noted that the project area is totally within the existing boundaries of the Town of Monongah and does not compete with any other public utilities, corporations, or persons.

Monongah plans to finance this project with a loan from the West Virginia Infrastructure and Job Development Council in the amount of \$1,982,400 and a grant from the USDA Rural Utilities Service in the amount of \$500,000. The Applicant has also passed a rate ordinance. According to Staff, the proposed rates will provide an added cash flow surplus based upon the financial information submitted by the Applicant.

Since the Monongah Municipal Sewage System has a commitment letter, a letter of conditions, a valid rate ordinance and an adequate cash flow surplus, Staff has no objection to this filing and recommended that this certificate be approved. Further, Staff recommended that, if there are any changes in the scope of the project or financing, the Monongah Municipal Sewage System be required to seek permission from the Commission before proceeding.

Upon consideration of all of the above, the Administrative Law Judge is of the opinion that Staff's recommendations are reasonable and that the proposed project should be approved, along with the proposed financing.

FINDINGS OF FACT

1. On December 12, 1997, Monongah filed an application for a certificate of convenience and necessity to construct and improve a sewage treatment collection system at Monongah, in Marion County. (See, Application).

2. By Order entered on December 12, 1997, Monongah was required to provide public notice of the application. (See, Order entered December 12, 1997).

3. On January 6, 1998, the District filed an Affidavit of Publication indicating that the required notice was published on December 27, 1997. (See, Affidavit of Publication filed January 6, 1998).

4. The thirty-day protest period expired on January 26, 1998, with no protests having been filed, either as of that date or the day of this Order. (See, Affidavit of Publication filed January 6, 1998; case file generally).

5. According to Staff, the plans and specifications for the project were approved by the Office of Environmental Health Services. (See, Final Joint Staff Memorandum filed August 11, 1998, with attachment).

6. According to Staff, the total project cost is \$2,482,400.00, to be financed by a grant in the amount of \$500,000.00 from the USDA Rural Utilities Service and a loan in the amount of \$1,982,400.00 from the West

Virginia Infrastructure and Job Development Council. The Applicant has also passed a rate ordinance. According to Staff, the enacted rates will provide an adequate cash flow surplus based upon the financial information submitted by the Applicant. (See, Final Joint Staff Memorandum filed August 11, 1998, with Attachment).

7. Monongah's sewage treatment collection system is in excess of thirty years old and is unable to consistently meet the Town's NPDES permit requirements. The Town has reportedly been unable to comply with the West Virginia Division of Environmental Protection's Administrative Order of July 1989, primarily due to funding limitations. In addition, the plant has allowed untreated wastewater to leak from the intake chamber, further contributing to environmental and health concerns. Additionally, the Town's existing wastewater collection system is in very poor condition and will require a significant amount of repair and replacement of sewer lines and manholes. (See, Final Joint Staff Memorandum filed August 11, 1998 with Attachment).

8. Commission Staff reviewed the proposed project and recommended that a certificate be granted for the project and that the proposed financing be approved. (See, Final Joint Staff Memorandum filed August 11, 1998).

CONCLUSIONS OF LAW

1. The public convenience and necessity require the proposed project.
2. The proposed project will provide adequate service.
3. The proposed project is adequately financed and economically feasible.
4. Good cause has been shown to waive formal hearing on this matter, pursuant to West Virginia Code §24-2-11, since no protests have been received to the project.
5. The issuance of a certificate of convenience and necessity shall be valid for the project, as approved herein.
6. Any changes in the scope of this project and/or funding after the granting of the certificate shall require further approval from the Public Service Commission.

ORDER

IT IS, THEREFORE, ORDERED that a certificate of convenience and necessity be, and it hereby is, granted to the Monongah Municipal Sewage System to construct and improve a sewage treatment collection system at Monongah, in Marion County, all as set forth in the application filed herein on December 12, 1997.

IT IS FURTHER ORDERED that the proposed funding of this project, consisting of a grant in the amount of \$500,000 from USDA Rural Utilities Service and a loan in the amount of \$1,982,400.00 from the West Virginia Infrastructure and Job Development Council, be, and hereby is, approved.

IT IS FURTHER ORDERED that, if there are changes to the costs, scope, financing or design of the project as certificated herein, Monongah Municipal Sewage System shall petition the Commission for approval of such changes prior to commencing construction.

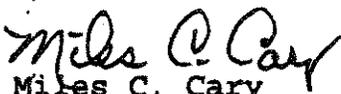
IT IS FURTHER ORDERED that formal hearing on the matter be waived, pursuant to West Virginia Code §24-2-11, for the reasons that no protests were received after publication and there remain no outstanding issues to be litigated.

The Executive Secretary is hereby ordered to serve a copy of this order upon the Commission by hand delivery, and upon all parties of record by United States Certified Mail, return receipt requested.

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

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

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


Miles C. Cary
Administrative Law Judge

MCC:jas

C.

C.



West Virginia Infrastructure & Jobs Development Council

Public Members:

Russell L. Isaacs, Chairman
Cottageville
James D. Williams, Vice-Chairman
St. Albans
Lloyd P. Adams, P.E.
Wheeling
James L. Harrison, Sr.
Princeton

1320 One Valley Square
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Susan J. Riggs, Esquire
Executive Secretary

April 7, 1997

The Honorable James L. Vandetta
Mayor, Town of Monongah
P.O. Box 9119
Monongah, WV 26554

Re: Wastewater System Project (resubmittal) **95S-051**

Dear Mayor Vandetta:

The West Virginia Infrastructure and Jobs Development Council (Council) has reviewed the Town of Monongah's (Town) resubmitted preliminary application regarding its proposed project for wastewater system improvements (Project), and has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The Town should carefully review the enclosed comments of the Sewer Technical Review Committee. The Town may need to address certain issues raised in said comments as it proceeds with the project.

Pursuant to its review of the preliminary application, the Council recommends the Town use the USDA Rural Utilities Service (RUS) assistance of approximately \$500,000 toward financing the Project. The Town may also be eligible for Infrastructure Fund assistance of approximately \$1,982,400. The Council's decision is being deferred pending final determination of the Project's eligibility and readiness to proceed, and availability of funds in the Infrastructure Fund. The Town may also pursue a design loan of approximately \$190,000 from the State Revolving Fund administered by the Division of Environmental Protection (DEP). Please contact DEP at 558-0641, for specific information on the steps the Town needs to follow to apply for these funds. **Please note that this letter does not constitute funding approval from these funding agencies.**

Please immediately notify the Council once the project design is complete and the District is ready to submit the Project for regulatory approvals. Upon such notification, the Council will review the Town's need for funding from the Infrastructure Fund and determine whether a notice of eligibility letter should be issued. Such determination will be based in part upon the Town's readiness to proceed with the Project.

The Honorable James L. Vandetta
April 7, 1996
Page 2

If you have any questions regarding this matter, please contact Susan J. Riggs at (304) 558-4607.

Sincerely,

A handwritten signature in cursive script, appearing to read "R. L. Isaacs".

Russell L. Isaacs, Chairman

RLI/bjh

Enclosure

cc: Jim Anderson
J. Michael Johnson
James Hall
R. Greg Belcher, P.E.

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

CROSS-RECEIPT FOR BOND AND BOND PROCEEDS

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

1. On the 29th day of October, 1998, the Authority received the entire original issue of \$1,982,400 principal amount of the Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), of the Issuer (the "Bonds"), issued as a single, fully registered Bond, numbered AR-1, and dated October 29, 1998.

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

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Bonds, of \$216,338, being a portion of the principal amount of the Bonds. The balance of the principal amount of the Bonds will be advanced by the Authority and the West Virginia Infrastructure and Jobs Development Council to the Issuer as acquisition and construction of the Project progresses.

WITNESS our respective signatures on this 29th day of October, 1998.

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

Barbara B Meadows
Authorized Representative

TOWN OF MONONGAH

James Vardetto
Mayor

10/16/98
612650/98001

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

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

Ladies and Gentlemen:

There are delivered to you herewith:

(1) Bond No. AR-1, constituting the entire original issue of the Town of Monongah Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), in the principal amount of \$1,982,400 dated October 29, 1998 (the "Bonds"), executed by the Mayor and the Recorder of the Town of Monongah (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Ordinance duly enacted by the Issuer on October 26, 1998, and a Supplemental Resolution duly adopted by the Issuer on October 26, 1998 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of the loan agreement dated October 29, 1998, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), for and on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Loan Agreement"); and

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

You are hereby requested and authorized to deliver the Bonds to the Authority upon payment to the Issuer of the sum of \$216,338, representing a portion of the principal amount of the Bonds. Prior to such delivery of the Bonds, you will please cause

the Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

Dated this 29th day of October, 1998.

TOWN OF MONONGAH



Mayor

10/14/98
612650/98001

(SPECIMEN BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
TOWN OF MONONGAH
SEWER REVENUE BOND,
SERIES 1998 A
(WEST VIRGINIA INFRASTRUCTURE FUND)

No. AR-1

\$1,982,400

KNOW ALL MEN BY THESE PRESENTS: That the TOWN OF MONONGAH, a municipal corporation and political subdivision of the State of West Virginia in Marion County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of ONE MILLION NINE HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$1,982,400), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2000, as set forth on the "Schedule of Annual Debt Service" attached as EXHIBIT B hereto and incorporated herein by reference, with no interest.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Infrastructure and Jobs Development Council (the "Council"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the Council, dated October 29, 1998.

This Bond is issued (i) to pay in full the Issuer's outstanding Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program) and Step I Loan; (ii) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related

costs. The existing public sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on October 26, 1998, and a Supplemental Resolution duly adopted by the Issuer on October 26, 1998 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 1998 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 1998 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that so long as there exists in the Series 1998 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this

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

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

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

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

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

IN WITNESS WHEREOF, THE TOWN OF MONONGAH has caused this Bond to be signed by its Mayor, and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated October 29, 1998.

[SEAL]

Mayor

ATTEST:

Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1998 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: October 29, 1998.

ONE VALLEY BANK,
NATIONAL ASSOCIATION,
as Registrar

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$216,338	10-29-98	(19) \$	
(2) \$		(20) \$	
(3) \$		(21) \$	
(4) \$		(22) \$	
(5) \$		(23) \$	
(6) \$		(24) \$	
(7) \$		(25) \$	
(8) \$		(26) \$	
(9) \$		(27) \$	
(10) \$		(28) \$	
(11) \$		(29) \$	
(12) \$		(30) \$	
(13) \$		(31) \$	
(14) \$		(32) \$	
(15) \$		(33) \$	
(16) \$		(34) \$	
(17) \$		(35) \$	
(18) \$		(36) \$	

TOTAL \$ _____

EXHIBIT B
SCHEDULE OF ANNUAL DEBT SERVICE

Town of Monongah, WV <i>Infrastructure Fund (Series 1996D) Loan, Series 1998A</i> <i>\$1,982,400; 40 Years; 0% Interest Rate</i>			
DEBT SERVICE SCHEDULE			
Date	Principal	Coupon	Total P+I
12/01/1998	-	-	-
3/01/1999	-	-	-
6/01/1999	-	-	-
9/01/1999	-	-	-
12/01/1999	-	-	-
3/01/2000	-	-	-
6/01/2000	12,872.73	-	12,872.73
9/01/2000	12,872.73	-	12,872.73
12/01/2000	12,872.73	-	12,872.73
3/01/2001	12,872.73	-	12,872.73
6/01/2001	12,872.73	-	12,872.73
9/01/2001	12,872.73	-	12,872.73
12/01/2001	12,872.73	-	12,872.73
3/01/2002	12,872.73	-	12,872.73
6/01/2002	12,872.73	-	12,872.73
9/01/2002	12,872.73	-	12,872.73
12/01/2002	12,872.73	-	12,872.73
3/01/2003	12,872.73	-	12,872.73
6/01/2003	12,872.73	-	12,872.73
9/01/2003	12,872.73	-	12,872.73
12/01/2003	12,872.73	-	12,872.73
3/01/2004	12,872.73	-	12,872.73
6/01/2004	12,872.73	-	12,872.73
9/01/2004	12,872.73	-	12,872.73
12/01/2004	12,872.73	-	12,872.73
3/01/2005	12,872.73	-	12,872.73
6/01/2005	12,872.73	-	12,872.73
9/01/2005	12,872.73	-	12,872.73
12/01/2005	12,872.73	-	12,872.73
3/01/2006	12,872.73	-	12,872.73
6/01/2006	12,872.73	-	12,872.73
9/01/2006	12,872.73	-	12,872.73
12/01/2006	12,872.73	-	12,872.73
3/01/2007	12,872.73	-	12,872.73
6/01/2007	12,872.73	-	12,872.73
9/01/2007	12,872.73	-	12,872.73
12/01/2007	12,872.73	-	12,872.73
3/01/2008	12,872.73	-	12,872.73
6/01/2008	12,872.73	-	12,872.73

Town of Monongah, WV
Infrastructure Fund (Series 1996D) Loan, Series 1998A
\$1,982,400; 40 Years; 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2008	12,872.73	-	12,872.73
12/01/2008	12,872.73	-	12,872.73
3/01/2009	12,872.73	-	12,872.73
6/01/2009	12,872.73	-	12,872.73
9/01/2009	12,872.73	-	12,872.73
12/01/2009	12,872.73	-	12,872.73
3/01/2010	12,872.73	-	12,872.73
6/01/2010	12,872.73	-	12,872.73
9/01/2010	12,872.73	-	12,872.73
12/01/2010	12,872.73	-	12,872.73
3/01/2011	12,872.73	-	12,872.73
6/01/2011	12,872.73	-	12,872.73
9/01/2011	12,872.73	-	12,872.73
12/01/2011	12,872.73	-	12,872.73
3/01/2012	12,872.73	-	12,872.73
6/01/2012	12,872.73	-	12,872.73
9/01/2012	12,872.73	-	12,872.73
12/01/2012	12,872.73	-	12,872.73
3/01/2013	12,872.73	-	12,872.73
6/01/2013	12,872.73	-	12,872.73
9/01/2013	12,872.73	-	12,872.73
12/01/2013	12,872.73	-	12,872.73
3/01/2014	12,872.73	-	12,872.73
6/01/2014	12,872.73	-	12,872.73
9/01/2014	12,872.73	-	12,872.73
12/01/2014	12,872.73	-	12,872.73
3/01/2015	12,872.73	-	12,872.73
6/01/2015	12,872.73	-	12,872.73
9/01/2015	12,872.73	-	12,872.73
12/01/2015	12,872.73	-	12,872.73
3/01/2016	12,872.73	-	12,872.73
6/01/2016	12,872.73	-	12,872.73
9/01/2016	12,872.73	-	12,872.73
12/01/2016	12,872.73	-	12,872.73
3/01/2017	12,872.73	-	12,872.73
6/01/2017	12,872.73	-	12,872.73
9/01/2017	12,872.73	-	12,872.73
12/01/2017	12,872.73	-	12,872.73
3/01/2018	12,872.73	-	12,872.73

Town of Monongah, WV
Infrastructure Fund (Series 1996D) Loan, Series 1998A
\$1,982,400; 40 Years; 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2018	12,872.73	-	12,872.73
9/01/2018	12,872.73	-	12,872.73
12/01/2018	12,872.73	-	12,872.73
3/01/2019	12,872.73	-	12,872.73
6/01/2019	12,872.73	-	12,872.73
9/01/2019	12,872.73	-	12,872.73
12/01/2019	12,872.73	-	12,872.73
3/01/2020	12,872.73	-	12,872.73
6/01/2020	12,872.73	-	12,872.73
9/01/2020	12,872.73	-	12,872.73
12/01/2020	12,872.73	-	12,872.73
3/01/2021	12,872.73	-	12,872.73
6/01/2021	12,872.73	-	12,872.73
9/01/2021	12,872.73	-	12,872.73
12/01/2021	12,872.73	-	12,872.73
3/01/2022	12,872.73	-	12,872.73
6/01/2022	12,872.73	-	12,872.73
9/01/2022	12,872.73	-	12,872.73
12/01/2022	12,872.73	-	12,872.73
3/01/2023	12,872.73	-	12,872.73
6/01/2023	12,872.73	-	12,872.73
9/01/2023	12,872.73	-	12,872.73
12/01/2023	12,872.73	-	12,872.73
3/01/2024	12,872.73	-	12,872.73
6/01/2024	12,872.73	-	12,872.73
9/01/2024	12,872.73	-	12,872.73
12/01/2024	12,872.73	-	12,872.73
3/01/2025	12,872.73	-	12,872.73
6/01/2025	12,872.73	-	12,872.73
9/01/2025	12,872.73	-	12,872.73
12/01/2025	12,872.73	-	12,872.73
3/01/2026	12,872.73	-	12,872.73
6/01/2026	12,872.73	-	12,872.73
9/01/2026	12,872.73	-	12,872.73
12/01/2026	12,872.73	-	12,872.73
3/01/2027	12,872.73	-	12,872.73
6/01/2027	12,872.73	-	12,872.73
9/01/2027	12,872.73	-	12,872.73
12/01/2027	12,872.73	-	12,872.73

Town of Monongah, WV
Infrastructure Fund (Series 1996D) Loan, Series 1998A
\$1,982,400; 40 Years; 0% Interest Rate

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/2028	12,872.73	-	12,872.73
6/01/2028	12,872.73	-	12,872.73
9/01/2028	12,872.72	-	12,872.72
12/01/2028	12,872.72	-	12,872.72
3/01/2029	12,872.72	-	12,872.72
6/01/2029	12,872.72	-	12,872.72
9/01/2029	12,872.72	-	12,872.72
12/01/2029	12,872.72	-	12,872.72
3/01/2030	12,872.72	-	12,872.72
6/01/2030	12,872.72	-	12,872.72
9/01/2030	12,872.72	-	12,872.72
12/01/2030	12,872.72	-	12,872.72
3/01/2031	12,872.72	-	12,872.72
6/01/2031	12,872.72	-	12,872.72
9/01/2031	12,872.72	-	12,872.72
12/01/2031	12,872.72	-	12,872.72
3/01/2032	12,872.72	-	12,872.72
6/01/2032	12,872.72	-	12,872.72
9/01/2032	12,872.72	-	12,872.72
12/01/2032	12,872.72	-	12,872.72
3/01/2033	12,872.72	-	12,872.72
6/01/2033	12,872.72	-	12,872.72
9/01/2033	12,872.72	-	12,872.72
12/01/2033	12,872.72	-	12,872.72
3/01/2034	12,872.72	-	12,872.72
6/01/2034	12,872.72	-	12,872.72
9/01/2034	12,872.72	-	12,872.72
12/01/2034	12,872.72	-	12,872.72
3/01/2035	12,872.72	-	12,872.72
6/01/2035	12,872.72	-	12,872.72
9/01/2035	12,872.72	-	12,872.72
12/01/2035	12,872.72	-	12,872.72
3/01/2036	12,872.72	-	12,872.72
6/01/2036	12,872.72	-	12,872.72
9/01/2036	12,872.72	-	12,872.72
12/01/2036	12,872.72	-	12,872.72
3/01/2037	12,872.72	-	12,872.72
6/01/2037	12,872.72	-	12,872.72
9/01/2037	12,872.72	-	12,872.72
12/01/2037	12,872.72	-	12,872.72
3/01/2038	12,872.72	-	12,872.72
6/01/2038	12,872.72	-	12,872.72
9/01/2038	12,872.71	-	12,872.71
Total	1,982,400.00	-	1,982,400.00

ASSIGNMENT

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

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

Dated: _____, _____.

In the presence of:

10/20/98
612650/98001

STEPTOE & JOHNSON

ATTORNEYS AT LAW

BANK ONE CENTER

SEVENTH FLOOR

P. O. BOX 1588

CHARLESTON, W. VA. 25326-1588

(304) 353-8000

FACSIMILE (304) 353-8180

RILEY BUILDING, FOURTH FLOOR

14TH AND CHAPLINE STREETS

P. O. BOX 150

WHEELING, W. VA. 26003-0020

(304) 233-0000

FACSIMILE (304) 233-0014

THE RIVERS OFFICE PARK

200 STAR AVENUE, SUITE 220

P. O. BOX 628

PARKERSBURG, W. VA. 26102-0628

(304) 422-6463

FACSIMILE (304) 422-6462

ALAN B. MOLLOHAN INNOVATION CENTER

1000 TECHNOLOGY DRIVE

P. O. BOX 2210

FAIRMONT, W. VA. 26554-8824

(304) 368-8000

FACSIMILE (304) 368-8413

WRITER'S DIRECT DIAL NUMBER

BANK ONE CENTER, SIXTH FLOOR
P. O. BOX 2190
CLARKSBURG, W. VA. 26302-2190
(304) 624-8000
FACSIMILE (304) 624-8183

1000 HAMPTON CENTER
P. O. BOX 1616
MORGANTOWN, W. VA. 26507-1616
(304) 598-8000
FACSIMILE (304) 598-8118

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

October 29, 1998

Town of Monongah
Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

Town of Monongah
Monongah, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and
Jobs Development Council
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Town of Monongah (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its \$1,982,400 Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated October 29, 1998, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, with no interest, and with principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2000, and ending September 1, 2038, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying in full the Issuer's outstanding Prior Bonds and Step I Loan; (ii) paying a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (iii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Ordinance duly enacted by the Issuer on October 26, 1998, as supplemented by a Supplemental Resolution duly adopted by the Issuer on October 26, 1998 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement.

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

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

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

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

4. The Issuer's outstanding Prior Bonds and Step I Loan have been paid in full as of the date hereof.

5. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System, all in accordance with the terms of the Bonds and the Bond Legislation.

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

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

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

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

Very truly yours,



STEPTOE & JOHNSON

THARP, LIOTTA, JANES & YOKUM, LLP

ATTORNEYS AT LAW

WESBANCO BANK BUILDING

FAIRMONT, WEST VIRGINIA 26555-1509

P. O. BOX 1509

J. SCOTT THARP
JAMES A. LIOTTA
DAVID R. JANES
KAREN M. YOKUM

TELEPHONE (304) 363-1123
FAX NO. (304) 366-1386
E-MAIL ADDRESS:
TLJY@access.mountain.net

October 29, 1998

Town of Monongah
Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

Town of Monongah
Monongah, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Infrastructure and
Jobs Development Council
Charleston, West Virginia

Steptoe & Johnson
Clarksburg, West Virginia

Ladies and Gentlemen:

We are counsel to the Town of Monongah in Marion County, West Virginia (the "Issuer"). As such counsel, we have examined copies of the approving opinion of Steptoe & Johnson, as bond counsel, a loan agreement dated October 29, 1998, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council"), the Bond Ordinance duly enacted by the Issuer on October 26, 1998, as supplemented by the Supplemental Resolution duly adopted by the Issuer on October 26, 1998 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). Capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

We are of the opinion that:

1. The Issuer has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia, and the Mayor, Recorder and members of the council

and the Sanitary Board of the Issuer have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities.

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

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

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

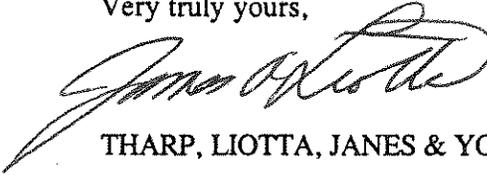
5. The Issuer has received all permits, licenses, approvals, exemptions, consents, registrations, certificates and authorizations required by law for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders and approvals from the Public Service Commission of West Virginia and the Council and has 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 such rate ordinance has expired prior to the date hereof without any appeal. The Issuer has received the Final Order of the Public Service Commission of West Virginia entered on August 17, 1998, in Case No. 97-1636-S-CN, among other things, granting to the Issuer a certificate of convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof without any appeal.

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

7. Based upon our review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, we are of the opinion that such surety bonds and policies (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; and (4) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "James Liotta". The signature is fluid and cursive, with a large loop at the end.

THARP, LIOTTA, JANES & YOKUM, LLP

THARP, LIOTTA, JANES & YOKUM, LLP

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FAIRMONT, WEST VIRGINIA 26555-1509
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E-MAIL ADDRESS:
TLJY@access.mountain.net

October 15, 1998

Susan J. Riggs
West Virginia Infrastructure & Jobs Development Council
980 One Valley Square
Charleston, West Virginia 25301

RE: Town of Monongah
Waste Water System Rehabilitation
Project 95S-051

FINAL TITLE OPINION

Dear Ms. Riggs:

At the request of the Town of Monongah, I am providing this final title opinion which reflects that all easements, rights of way, and titles to tracts necessary to complete the above project have been obtained.

With regard to rights of ways for the construction, operation, and maintenance of the facilities to be installed, repaired, or enlarged in the above project, I have reviewed the action taken by the Town of Monongah, and I have examined the right of way instruments, permits, or licenses obtained from land owners, public bodies, and public utilities and made such searches of the public records necessary to determine the legal sufficiency of said right of way agreements. I have also examined the "Right of Way Map" to determine whether continuous and adequate land and rights of way are owned or have been acquired by the Town of Monongah. Based on the foregoing examination, and to the best of my knowledge, information, and belief, I am of opinion that the legal instruments by which the Town of Monongah has acquired said rights of ways (a) are in appropriate and due legal form and adequately confer upon the Town of Monongah the necessary rights of way for the construction, operation, and maintenance of its facilities in their present or proposed location, and such omissions or defects as may exist will in no substantial way or manner endanger the value or operation of the facilities, and (b) have each been properly recorded in the appropriate public land records of each county in which any of the land affected thereby is situated. I further certify that the right of way agreements referred to above give unto the Town of Monongah a continuous and adequate right of way to permit the construction, operation, and maintenance of Monongah's Waste Water System Rehabilitation Project referred to above.

October 15, 1998
Susan J. Riggs
West Virginia Infrastructure & Jobs Development Council
Page 2

I have also examined title to three parcels of real estate upon which Lift Stations will be located as a part of the Waste Water System Rehabilitation Project referred to above.

Based upon this examination, I hereby certify as follows:

Lift Station No. 1

The real estate upon which Lift Station No. 1 will be located is described in the attached Schedule A, and is assessed upon the land books of Marion County in the name of the Town of Monongah and is described as 0.23 Ac (Consol Pur Tr #752) and 0.47 Ac Monongah (Consol Pur). This parcel may be subject to several utility line rights of way, including a May 21, 1968 electrical distribution line right of way granted to Monongahela Power Company of record in the Office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book No. 728, at page 38, and a right of way for poles and wires for electric and telephone granted to Consolidated Gas Supply Corporation of record in said Clerk's Office in Deed Book No. 835, at page 901. There is also a judgment of record against the Town of Monongah in favor of the City of Shinnston in the amount of \$65,250.30, dated July 6, 1985. In my opinion, this judgment does not constitute an enforceable lien and is incapable of revival pursuant to W.Va. Code §38-3-18 which requires a writ of execution to be issued within 10 years of the return day of the last execution thereon. This was not done in a timely manner by the City of Shinnston and it is my opinion that this judgment is now unenforceable.

Municipalities are exempt from the payment of real estate taxes in West Virginia, and therefore no property taxes are assessed against this real estate.

Subject to the above, subject to the correctness of the indices of the records in the Office of the Clerk of the County Commission of Marion County, West Virginia, and subject to those matters which an actual survey of the premises might disclose, I certify that, in my opinion, good and marketable title to this parcel is vested in the Town of Monongah.

October 15, 1998
Susan J. Riggs
West Virginia Infrastructure & Jobs Development Council
Page 3

Life Station No. 2

The real estate upon which Lift Station No. 2 will be located is described in the attached Schedule B, and is assessed upon the land books of Marion County in the name of the Town of Monongah and is described as Pcl #2, 0.77 Ac Pt Tr #667 Watkins Tr. This parcel may be subject to several utility line rights of way, including a May 21, 1968 electrical distribution line right of way granted to Monongahela Power Company of record in the Office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book No. 728, at page 38, and a right of way for poles and wires for electric and telephone granted to Consolidated Gas Supply Corporation of record in said Clerk's Office in Deed Book No. 835, at page 901. There is also a judgment of record against the Town of Monongah in favor of the City of Shinnston in the amount of \$65,250.30, dated July 6, 1985. In my opinion, this judgment does not constitute an enforceable lien and is incapable of revival pursuant to W.Va. Code §38-3-18 which requires a writ of execution to be issued within 10 years of the return day of the last execution thereon. This was not done in a timely manner by the City of Shinnston and it is my opinion that this judgment is now unenforceable.

Municipalities are exempt from the payment of real estate taxes in West Virginia, and therefore no property taxes are assessed against this real estate.

Subject to the above, subject to the correctness of the indices of the records in the Office of the Clerk of the County Commission of Marion County, West Virginia, and subject to those matters which an actual survey of the premises might disclose, I certify that, in my opinion, good and marketable title to this parcel is vested in the Town of Monongah.

Lift Station No. 3

The real estate upon which Lift Station No. 3 will be located in a part of the real estate described in attached Schedule C, and is part of the real estate assessed upon the land books of Marion County in the name of Consolidated Coal Company and described as 90.03 Ac surface tracts various.

October 15, 1998
Susan J. Riggs
West Virginia Infrastructure & Jobs Development Council
Page 4

This parcel may be subject to numerous utility line rights of way as well as a right of way in favor of the B & O Railroad.

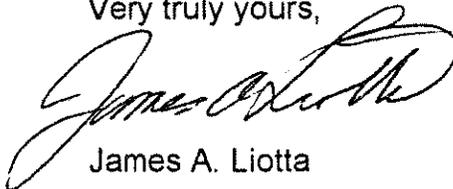
The 1998 real estate taxes have been paid for the first half. The second half taxes constitute a lien against the real estate, but are not due and payable until March 1, 1999.

The Town of Monongah has acquired a permanent easement to locate and operate Lift Station No. 3 on this parcel, along with an easement for ingress and egress.

Subject to the above, subject to the correctness of the indices of the records in the Office of the Clerk of the County Commission of Marion County, West Virginia, and subject to those matters which an actual survey of the premises might disclose, I certify that, in my opinion, the Town of Monongah has a good and valid easement for the operation and use of Lift Station No. 3.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "James A. Liotta", written in a cursive style.

James A. Liotta

JAL:lek

cc: Honorable James Vandetta
Robert G. Belcher, P.E.
Francesca Tan, Esq.

Schedule A

Lift Station No. 1

Those certain parcels of real estate situate on the waters of the West Fork River in the Town of Monongah, Lincoln District, Marion County, West Virginia, more particularly described as follows:

Parcel No. 1: Beginning at an iron pin at the Westerly end of the Monongah Bridge at the Easterly edge of grantor's access roadway running down the West Fork River, said point being in the northerly right of way line of the West Virginia State Road Commission project #7094, and running thence with the Easterly side of said access roadway, N. 16° 48' E. 294.15 feet to an iron pin; thence S. 73° 12' E. 33.00 feet, more or less, to a point; thence S. 16° 33' W. 275.00 feet, more or less, to the said right of way line of the West Virginia State Road Commission; thence with said right of way line by a curve of the left having a radius of 144.55 feet, 41.00 feet, more or less, on said curve to the place of beginning, containing 0.23 of an acre, more or less being part of the real estate that was conveyed to the Town of Monongah by Consolidation Coal Corporation, by deed dated May 15, 1961, of record in the office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book No. 636, at page 128.

Parcel No. 2: Beginning at a point at the end of the second line of Parcel No. 1 and continuing thence with the second line extended, S. 73° 12' E. 71.00 feet, more or less, to the West Fork River bank; thence with the meanders of said river bank S. 13° 28' W. 255.00 feet, more or less to the West Virginia State Road right of way for the

Monongah Bridge; thence with said right of way 79.00 feet, more or less, to a corner of Parcel No. 1; thence with said Parcel No. 1 N. 16° 33' E. 275.00 feet, more or less, to the place of beginning, containing 0.47 of an acre, more or less, being part of the real estate that was conveyed to the Town of Monongah by Consolidation Coal Corporation, by deed dated May 15, 1961, of record in the office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book No. 636, at page 128.

Schedule B
Lift Station No. 2

That certain parcel of real estate situate on the waters of the West Fork River in Grant District, Marion County, West Virginia, more particularly described as follows:

Beginning at a point on the bank of the West Fork River, said point being 15' from the center line of Bridge Street and running thence 15' from said center line 230' in an Easterly direction to a point at B & O right of way, thence with 3 lines of said B & O right of way S. 46° 10' W. 276 feet, S. 42° 02' E. 21 feet, S. 47° 58' W. 22.82 feet; thence leaving B & O right of way N. 32° 28' W. 63 feet at West Fork River; thence with said West Fork River N. 3° 28' W. 220 feet, more or less, to the place of beginning containing 0.77 of an acre, more or less, being part of the real estate that was conveyed to the Town of Monongah by Consolidation Coal Company, by interparties deed dated August 10, 1977, of record in the office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book No. 810, at page 393.

Schedule C

Lift Station No. 3

That certain parcel of real estate situate on the waters of the West Fork River in the Town of Monongah, Grant District, Marion County, West Virginia, described as Tract No. 667, James Watkins Tract, Grant District, West Fork River, 98.61 acres, in Schedule A of that certain deed that was conveyed to Consolidation Coal Company by Robert C. Hill and Louis S. Zimmerman, trustees, by deed dated November 1, 1935, of record in the Office of the Clerk of the County Commission of Marion County, West Virginia, in Deed Book No. 328, at page 431.

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

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

We, the undersigned MAYOR AND RECORDER of the Town of Monongah in Marion County, West Virginia (the "Issuer"), the undersigned Counsel to the Issuer, hereby certify in connection with the \$1,982,400 principal amount of the Town of Monongah Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), dated the date hereof (the "Bonds" or the "Series 1998 A Bonds"), as follows:

1. **TERMS:** All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meanings set forth in the Bond Ordinance of the Issuer duly enacted October 26, 1998, and the Supplemental Resolution duly adopted October 26, 1998 (collectively, the "Bond Legislation").

2. **NO LITIGATION:** No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Bonds, the acquisition and construction of the Project, the operation of the System, the receipt of the Gross Revenues, or in any way contesting or affecting the validity

of the Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Bonds, the pledge or application of the Net Revenues or any other moneys or security provided for the payment of the Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Bonds, the acquisition and construction of the Project, the operation of the System, the collection and application of the Gross Revenues or the pledge of Net Revenues as security for the Bonds.

3. **GOVERNMENTAL APPROVALS AND BIDDING:** All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System and the issuance of the Bonds have been obtained and remain in full force and effect, and competitive bids for the acquisition and construction of the Project have been 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.

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

There are no outstanding bonds or other obligations of the Issuer which will rank on a parity with the Series 1998 A Bonds as to liens, pledge, source of and security for payment.

On the date hereof, the Issuer will apply a portion of the proceeds of the Series 1998 A Bonds to pay in full the Issuer's outstanding Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program) and Step I Loan.

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

Bond Ordinance

Supplemental Resolution

Loan Agreement

Public Service Commission Order

Infrastructure Council Approval

Charter

Oaths of Office of Officers and Councilmembers

Ordinance Creating Sanitary Board

Petition of Sanitary Board

Sewer Rate Ordinance

Minutes on Adoption and Enactment of Sewer Rate Ordinance

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

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

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

NPDES Permit

Evidence of United States Department of Agriculture

Sewage Treatment Contract with City of Fairmont

6. **INCUMBENCY AND OFFICIAL NAME:** 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>
James Vandetta	- Mayor	July 1, 1997	June 30, 1999
Rebecca A. Thompson	- Recorder	July 1, 1997	June 30, 1999
Richard Blocker	- Councilmember	July 1, 1997	June 30, 1999
Harry Rogers, Jr.	- Councilmember	July 1, 1997	June 30, 1999
Oscar Cunningham	- Councilmember	July 1, 1997	June 30, 1999
Mickey Aldridge	- Councilmember	July 1, 1997	June 30, 1999
Etta Ewing	- Councilmember	July 1, 1997	June 30, 1999

The names of the duly appointed, qualified and acting members of the Sanitary Board of the Issuer are as follows:

Chairman	-	James Vandetta
Member	-	Simon Matthews, Jr.
Member	-	Chris Wolfe, P.E.

The duly appointed and acting Counsel to the Issuer is Tharp, Liotta, Janes & Yokum, LLP, in Fairmont, West Virginia.

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

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

9. **CONTRACTORS' INSURANCE, ETC.:** All contractors have been required to maintain Worker's Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. All insurance for the System required by the Bond Legislation is in full force and effect.

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

11. **RATES:** The Issuer has duly enacted a sewer rate ordinance on September 22, 1997, setting rates and charges for the services of the System. The time for appeal of such sewer rate ordinance has expired prior to the date hereof without any appeal, and such rates will be effective upon substantial completion of the Project.

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

13. **BOND PROCEEDS:** On the date hereof, the Issuer received \$216,338 from the Authority and the Council, being a portion of the principal amount of the Bonds and more than a de minimis amount of the proceeds of the Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

14. **PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE:** Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in the Times-West Virginian, a qualified newspaper of general circulation in the Town of Monongah, there being no newspaper published therein, together

with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Bonds described in such Bond Ordinance, stating that any person interested may appear before the Governing Body at the public hearing held at a public meeting of Governing Body on the 26th day of October, 1998, at 6:30 p.m., at the Monongah Town Hall and present protests, and stating that a certified copy of the Bond Ordinance was on file at the office of the Recorder of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Governing Body and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

15. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received the Final Order of the Public Service Commission of West Virginia entered on August 17, 1998, in Case No. 97-1636-S-CN, among other things, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Final Order has expired prior to the date hereof without any appeal.

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

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

18. GRANTS: As of the date hereof, the grant from the United States Department of Agriculture in the amount of \$500,000 is committed and in full force and effect.

WITNESS our signatures and the official seal of the TOWN OF MONONGAH
on this 29th day of October, 1998.

[CORPORATE SEAL]

SIGNATURE

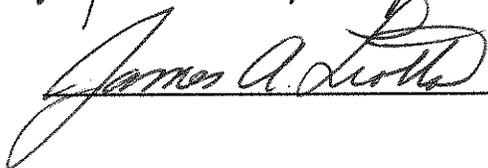
OFFICIAL TITLE



Mayor



Recorder



Counsel to Issuer

10/14/98
612650/98001



TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

CERTIFICATE OF ENGINEER

I, Robert G. Belcher, Registered Professional Engineer, West Virginia License No. 13093, of Chapman Technical Group, Consulting Engineers, St. Albans, West Virginia, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of certain additions, betterments and improvements (the "Project") to the existing public sewerage system (the "System") of the Town of Monongah (the "Issuer") to be constructed primarily in Marion County, West Virginia, which acquisition and construction are being permanently financed in part by the proceeds of the above-captioned bonds (the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Ordinance enacted by the Issuer on October 26, 1998, as supplemented by the Supplemental Resolution adopted by the Issuer on October 26, 1998, and the Loan Agreement dated October 29, 1998 (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Infrastructure and Jobs Development Council (the "Council").

2. The Bonds are being issued for the purposes of (i) paying in full the Issuer's outstanding Prior Bonds and Step I Loan; (ii) paying a portion of the costs of acquisition and construction of the Project; and (iii) paying costs of issuance and related costs.

3. The undersigned hereby certifies to the best of my knowledge, information and belief that (i) the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and as described in the application submitted to the Council and the Authority, requesting the Authority to purchase the Bonds (the "Application") and any change orders approved by the Issuer and the Council and approved by all necessary governmental bodies; (ii) the Project is adequate for the purpose for which it was designed and has an estimated useful life of at least 40 years; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application and based upon the opinion of the Issuer's counsel, Tharp, Liotta, Janes & Yokum, LLP, all contractors have made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been verified by the Issuer's counsel for accuracy; (iv) the chosen bidder received any and all addenda to the original bid documents; (v) the bid documents reflect the Project as approved by the West

Virginia Bureau for Public Health; (vi) the chosen bid includes every construction item necessary to complete the Project, or explains any deviation thereof; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System; (ix) based upon the opinion of the Issuer's accountant, John Blackwell, the rates and charges for the System as adopted by the Issuer are sufficient to comply with the provisions of Subsection 4.1(b) of the Loan Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project as set forth in the Application; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project and Sources of Funds" for the Project.

WITNESS my signature and seal on this 29th day of October, 1998.

CHAPMAN TECHNICAL GROUP

(SEAL)



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

10/14/98
612650/98001

WEST VIRGINIA INFRASTRUCTURE AND JOBS DEVELOPMENT COUNCIL

SCHEDULE B

Town of Monongah

Wastewater System Rehabilitation Project 95S-051

FINAL TOTAL COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING

A. Cost of Project	Total	IJDC Loan	RUS Grant
1. Construction (Based on Actual Bids)	\$1,442,219	\$1,292,219	\$150,000
2. Technical Services	128,301	128,301	-0-
3. Legal	22,000	22,000	-0-
4. Administrative	19,406	19,406	-0-
5. Step I Loan Repayment (WDA)	12,070	12,070	-0-
6. Step II Loan Repayment (SRF)	169,244	169,244	-0-
7. Proposed Additional Construction	396,380	221,380	175,000
8. Construction Contingency (15%)	280,780	105,780	175,000
9. Total of Lines 1 through 8	\$2,470,400	\$1,970,400	\$500,000
B. Sources of Funds			
10. Federal Grants:		-0-	-0-
a. USDA RUS	500,000		500,000
b.			
11. State Grants:	-0-	-0-	-0-
a.			
b.			
12. Other Grants:	-0-	-0-	-0-
13. Any Other Source: ¹	-0-	-0-	-0-
a.			
b.			
14. Infrastructure Fund Grant	-0-	-0-	-0-
15. Total of Lines 10 through 14	500,000	-0-	500,000
16. Net Proceeds Required from Bond Issue (Line 9 minus Line 15)	\$1,970,400	\$1,970,400	\$-0-
C. Cost of Financing			
17. Funded Reserve Account ²	-0-	-0-	-0-
18. Other Costs ³			
a. Bond Counsel	12,000	12,000	-0-
b.			
19. Total Cost of Financing (Lines 17 and 18)	12,000	12,000	-0-
20. Size of Bond Issue (Line 16 plus Line 19)	\$1,982,400	\$1,982,400	\$-0-

James Vandetta
 GOVERNMENTAL AGENCY-TOWN OF MONONGAH

Robert C. Becher
 CONSULTING ENGINEER-CHAPMAN TECHNICAL GROUP

ATE: 10-26-98

DATE: 10/26/98

¹Include the proceeds of any parity or subordinate bond issue to be used for such purpose and attach supporting documentation.

²Consult with bond counsel and the Council before assuming a funded reserve.

³For example, fees of accountants, bond counsel and local counsel for the Governmental Agency.

October 29, 1998

Town of Monongah
Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

West Virginia Water
Development Authority
Charleston, West Virginia

West Virginia Infrastructure and Jobs
Development Council
Charleston, West Virginia

Ladies and Gentleman:

Based upon the rates and charges as set forth in the sewer rate ordinance of the Town of Monongah (the "Issuer") enacted September 22, 1997, and projected operation and maintenance expenses and anticipated customer usage, it is my opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the sewerage system (the "System") of the Issuer, will pay all repair, operation and maintenance expenses of the System and leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund) (the Bonds"), to be issued to the West Virginia Water Development Authority on the date hereof.

Very truly yours,



John Blackwell, CPA

10/14/98
612650/98001

CL442814.2

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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

Sergeant
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 18, 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. 6 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. 352 feet; thence S. 17 degrees E. 523 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. 276 feet; thence N. 83½ 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. 57¾ degrees W. 100 feet; thence S. 61¾ degrees W. 595 feet; thence S. 9½ degrees W. 294 feet; thence S. 42¾ degrees W. 1,100 feet; thence S. 35¾ degrees W. 228 feet; thence S. 42½ 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. 83½ degrees W. 72 feet; thence S. 7 degrees E. 153 feet; thence S. 11½ degrees E. 157 feet, S. 66½ degrees W. 212 feet to a walnut tree; thence N. 16½ degrees W. 290 feet; thence N. 21½ 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. 658 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. 30¾ degrees W. 69 feet to a stake; thence 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. 211 feet to a stake at the turnpike road, S. 79 degrees E. 112 feet to an 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. 35½ degrees E. 166 feet; thence down the hill S. 59 degrees E. 616 feet to the river; thence down the river N. 46½ 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 power

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 inhabitants 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 this 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 power and privileges, shall thereby forfeit its charter and all the rights, powers and privileges conferred thereby.

(For further general provisions regulating cities, towns and villages chartered under Chap. 47 of the Code see Chap. 47 Barnes Code 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 the town, as shown by said account, has been paid into the same, and said council shall examine the said account and voucher, and if found correct, said mayor shall be credited with the amount due as shown by 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 the

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, orders

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 in July in every year, cause to be made up and entered on the journals 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.

⑦
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 scheme 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 bevo, 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) X 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 riots, routs and unlawful assemblies within the town, and to proceed 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 or in 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 hose-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 willfully 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 the 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, on the 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 of 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 any post erected for a street light.

Section 32. It shall be unlawful for any person to injure, deface or 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 person, 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, or 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, filth 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 article 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 float, 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 loafing or loitering 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 58. 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 of 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 structures, 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 1895, 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 greater quantity of powder at any time than fifty pounds, and every day such 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, or 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 hay, 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 IX.

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 XI.

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 or 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 or 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 thne 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 said.....may 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, in this, 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.: E. 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. 509.]

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 the 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
COUNTY OF MARION
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 judgement.

James Sandlett

Subscribed and sworn to before me this the 1 day of

July 1991

James A. Warden

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF MARION
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 judgement.

Blues A Thompson

Subscribed and sworn to before me this the 31 day of

June 1997

Windy Aldridge

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF MARION
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 judgement.

E. Tom Ewing

Subscribed and sworn to before me this the 30th day of

June 1947

Nicky Aldridge

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF MARION
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 judgement.

Harry Rogers Jr.

Subscribed and sworn to before me this the 14 day of

July 1997

Louisa A. Thompson

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF MARION
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 judgement.

Richard Blocker

Subscribed and sworn to before me this the 14 day of

July 1947

Robert A. Thompson

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF MARION
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 judgement.

Oscar M. [Signature]

Subscribed and sworn to before me this the 30 day of

June 1997

Wickey Aldridge

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF MARION
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 judgement.

Wendy Aldridge

Subscribed and sworn to before me this the 1 day of

July, 1994

Robert A. Thompson

TOWN OF MONONGAH

ORDINANCE CREATING A SANITARY BOARD
OF THE TOWN OF MONONGAH

WHEREAS, the Town of Monongah (the "Town") now contemplates the issuance of its sewer revenue bonds to finance the acquisition, construction and equipping of a sanitary sewerage system, and future additions, extensions and improvements thereto (the "System"), pursuant to Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"); and

WHEREAS, the Act requires that a sanitary board be established in connection with the issuance of sewer revenue bonds, as aforesaid, and in connection with the custody, administration, operation and maintenance of such a sewer system by a municipal corporation;

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE TOWN COUNCIL OF THE TOWN OF MONONGAH AS FOLLOWS:

Section 1. The Council of the Town of Monongah does hereby create and establish a Sanitary Board (the "Sanitary Board" or "Board"), with all powers and duties as provided in and pursuant to the Act.

Section 2. Composition; Chairman; Appointment of Members. The Sanitary Board shall be composed of the Mayor of the Town of Monongah, who shall act as Chairman of the Sanitary Board, and two persons appointed by the Council, one of whom, during the period of construction of the System or any additions thereto must be a registered professional engineer. The engineer member of the Board need not be a resident of said municipality. After the construction of the System has been completed, the engineer may be succeeded by a person not an engineer. The appointees shall originally be appointed for terms of 2 and 3 years respectively, and upon the expiration of each such term and each succeeding term, appointment of a successor shall be made in like manner for a term of 3 years. Vacancies shall be filled for an unexpired term in the same manner as the original appointment. No officer or employee of the Town of Monongah, whether holding a paid or unpaid office, shall be eligible to appointment on the Sanitary Board until at least 1 year after the expiration of the term of his public office.

Section 3. Organizational Meetings; Vice Chairman, Secretary, Treasurer; Official Bonds. As soon as may be practicable following the appointment of a new member

of the Sanitary Board, the Board shall hold an organizational meeting and choose a vice chairman from among its members, and a secretary and treasurer, who may be one person and need not be a Board member, and such officers shall hold office at the will of the Board.

Section 4. Compensation and Expenses of Board Members. The members of the Sanitary Board shall receive such compensation for their services, either as a salary or as payments for meetings attended, as the Council may determine, and shall be entitled to payment for their reasonable expenses incurred in the performance of their duties. The Council shall also fix the reasonable compensation of the secretary and treasurer in its discretion. All such compensation and expenses shall be paid solely from funds of the System. There shall be no liability upon the Town for payment of such compensation or expenses so incurred.

Section 5. Powers, Duties and Limitations. A. The Sanitary Board shall have the supervision and control of the custody, administration, operation and maintenance of any and all works for the collection, treatment and disposal of sewage, which are now owned or may hereafter be acquired by the Town.

B. The Sanitary Board shall have power to take all steps and proceedings and to make and enter into all contracts or agreements necessary or incidental to the performance of its duties and the execution of the powers granted to such Board by the Act, as the same now exists and may hereafter be amended; but the powers of the Sanitary Board shall be subject to all restrictions and limitations contained in the Act as the same now exists or may hereafter be amended.

C. The Sanitary Board may employ engineers, architects, inspectors, superintendents, managers, collectors, attorneys and such other personnel as in its judgment may be necessary in the execution of its powers and duties, and may fix their compensation, all of whom shall do such work as the Board shall direct. All such compensation and all expenses incurred in carrying out the provisions of the Act shall be paid solely and only from funds provided under the authority of the Act, and the Board shall not exercise or carry out any authority or power given it so as to bind the Board or the Town beyond the extent to which money shall have been or may be provided under the authority of the Act. No contract or agreement with any contractor or contractors for labor and/or material exceeding the sum of \$5,000 shall be made without advertising for bids, which bids shall be publicly opened and award made to the best bidder, with power in the Board to reject any and all bids.

D. The construction, acquisition, improvement, equipment, custody, operation and maintenance of any such works for the collection, treatment or disposal of sewage and the collection of revenues therefrom for the service rendered thereby shall be under the supervision and control of the Sanitary Board.

E. After the construction, acquisition, installation and completion of such works, the Sanitary Board shall operate, manage and control the same and may order and complete any extensions, betterments and improvements of and to the works that the Board may deem expedient if funds therefor be available or made available as provided by the Act, and shall establish rules and regulations for the use and operation of the works and of other sewers and drains connected therewith so far as they may affect the operation of such works, and to do all things necessary or expedient for the successful operation thereof, and the Board shall have in addition hereto any and all powers granted to it by the Act, or which may be granted to it by amendments to the Act, hereafter made, subject to any and all restrictions and limitations therein contained.

Section 6. Duty of Board to Restore Property Damaged by its Activities. All public ways or public works damaged or destroyed by the Sanitary Board in carrying out its authority under this ordinance and the Act shall be restored or repaired by the Board and placed in their original condition, as nearly as practicable, if requested so to do by the proper authorities, out of the funds provided by the Act.

Section 7. Publication of Financial Statement. The Sanitary Board shall prepare a financial statement and cause it to be published as a Class I legal advertisement in compliance with the provisions of Chapter 59, Article 3 of the West Virginia Code of 1931, as amended, and the publication area for such publication shall be the sanitary district. Such statement shall contain an itemized account of the receipts and expenditures of the Board during the previous fiscal year, showing the source from which all money was derived, and the name of the person to whom an order was issued, together with the amount of such order, and why such order was issued, arranging the same under distinct heads, and including all money received and expended from the sale of bonds, and also a specific statement of the debts of such Board, showing the purpose for which any debt was contracted, the amount of money in all funds at the end of the preceding year, and the amount of uncollected service charges. Such statement shall be prepared and published by the Board as soon as practicable after the close of the fiscal year. The statement shall be sworn to by the chairman and secretary and treasurer of the Board.

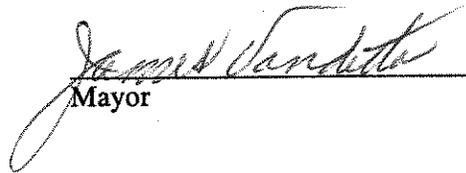
Section 8. Procedure for Disbursement of Funds. All funds under the supervision of the Sanitary Board shall be disbursed, as disbursements are required, by check drawn upon the proper fund or account, and such checks shall be properly signed by the authorized officer or agent of the Board. All such disbursements shall be approved by the Board.

Section 9. Fidelity Bonds. The Sanitary Board shall require all persons who collect or otherwise handle funds of the Board or the System to furnish a good and proper bond, with a recognized and reputable surety, conditioned upon the faithful performance of their duties and for the proper handling and care of said funds in their hands. Such bond

shall be in an amount equal to the sum of money which might at any one time be in the hands of such person or persons, as may be determined by the Board.

Section 10. Effective Date. This Ordinance shall take effect immediately following the second reading hereon.

Passed on First Reading:	August 25, 1997
Passed on Second Reading:	September 8, 1997
Passed on Third Reading:	September 22, 1997



Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the TOWN OF MONONGAH on the 22nd day of September, 1997.

Dated: October 29, 1998.

[SEAL]


Recorder

10/14/98
612650/97001

RESOLUTION OF MONONGAH SANITARY BOARD

BE IT HEREBY RESOLVED that the Monongah Sanitary Board petition the Town Council of the Town of Monongah to commence enactment of an ordinance authorizing issuance of sewer revenue bonds of the Town of Monongah in the aggregate principal amount of not more than \$1,982,400, such petition to be presented to Town Council at its regular meeting set for September 28, 1998 and to be in substantially the following form:

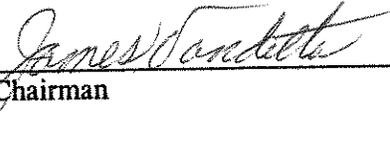
The Monongah Sanitary Board hereby petitions the Council of the Town of Monongah (the "Town") to enact an ordinance directing that sewer revenue bonds of the Town be issued pursuant to the provisions of Chapter 16, Article 13 and Chapter 31, Article 15A of the West Virginia Code of 1931, as amended, such bonds to be in an amount not to exceed \$1,982,400 for the purpose of financing the costs of acquisition and construction of additions, betterments and improvements to the existing public sewerage system of the Town, together with all necessary appurtenances, and the costs of issuance and related costs.

Directed this 28th day of September, 1998.

This Resolution shall be effective immediately.

Adopted this 28th day of September, 1998.

MONONGAH SANITARY BOARD

By 
Chairman

09/18/98
612650/98001

TOWN OF MONONGAH

AN ORDINANCE SETTING FORTH SEWER RATES, CONNECTION CHARGE, RECONNECTION CHARGE AND DELAYED PAYMENT PENALTY FOR SERVICE TO CUSTOMERS OF THE SEWERAGE FACILITIES OF THE TOWN OF MONONGAH

THE TOWN COUNCIL OF THE TOWN OF MONONGAH HEREBY ORDAINS: The following schedule of sewer rates, connection charge, reconnection charge and delayed payment penalty are hereby fixed and determined as the sewer rates, connection charge, reconnection charge and delayed payment penalty to be charged to customers of the sewerage facilities of the Town of Monongah throughout the territory served.

SECTION 1. SCHEDULE OF RATES

A. INITIAL RATE SCHEDULE

APPLICABILITY

Applicable to entire area served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service.

RATES

FIRST 2,500 gallons used per month \$2.64 per 1,000 gallons
NEXT 12,500 gallons used per month \$2.36 per 1,000 gallons
NEXT 35,000 gallons used per month \$1.92 per 1,000 gallons
ALL OVER 50,000 gallons used per month \$1.38 per 1,000 gallons

MINIMUM BILL

The minimum bill shall be \$6.60 per month.

MULTIPLE OCCUPANCY

Apartment buildings and other multiple-occupancy buildings shall be required to pay not less than the minimum monthly charge for each unit multiplied by the number of

units in such building at the time the meter is read, or the actual charge for the water used or the size of the meter installed, whichever is greater.

Hotels and motels shall pay according to the amount of water used or the size of meter installed, whichever is greater.

House trailer courts (including mobile and immobile units) served through a single meter shall be required to pay the minimum charge per month multiplied by the number of units on site at the time the meter is read or the actual charge for the water used or the size of the meter installed, whichever is greater.

House trailers, either mobile or immobile, located on sites other than a park or court, shall be billed in the same manner as any other family or business unit.

CONNECTION CHARGE

The connection charge shall be \$150.

RECONNECTION CHARGE

The reconnection charge shall be \$14.

DELAYED PAYMENT PENALTY

The above rates and charges are net. A 10% penalty shall be added to all charges not paid within 20 days from the date of the billing. This delayed payment is not interest and is only to be collected once for each bill where it is appropriate.

DISCONNECT FOR NON-PAYMENT

If any bill is not paid within 60 days from the date of the bill, water service to the customer will be discontinued and will not be restored until all past due bills have been paid in full, together with all penalty charges, subject to applicable rules of the Public Service Commission of West Virginia.

EFFECTIVE DATE

The sewer rates, connection charge, reconnection charge and delayed payment penalty provided in this Initial Rate Schedule shall be effective 45 days after the enactment hereof.

B. SUBSEQUENT RATE SCHEDULE

APPLICABILITY

Applicable to entire area served.

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service.

RATES

FIRST 2,500 gallons used per month \$6.08 per 1,000 gallons
NEXT 12,500 gallons used per month \$5.45 per 1,000 gallons
NEXT 35,000 gallons used per month \$4.42 per 1,000 gallons
ALL OVER 50,000 gallons used per month \$3.19 per 1,000 gallons

MINIMUM BILL

The minimum bill shall be \$15.20 per month.

MULTIPLE OCCUPANCY

Apartment buildings and other multiple-occupancy buildings shall be required to pay not less than the minimum monthly charge for each unit multiplied by the number of units in such building at the time the meter is read, or the actual charge for the water used or the size of the meter installed, whichever is greater.

Hotels and motels shall pay according to the amount of water used or the size of meter installed, whichever is greater.

House trailer courts (including mobile and immobile units) served through a single meter shall be required to pay the minimum charge per month multiplied by the number of units on site at the time the meter is read or the actual charge for the water used or the size of the meter installed, whichever is greater.

House trailers, either mobile or immobile, located on sites other than a park or court, shall be billed in the same manner as any other family or business unit.

CONNECTION CHARGE

The connection charge before construction shall be \$150.
The connection charge after construction shall be \$250.

RECONNECTION CHARGE

The reconnection charge shall be \$20.

DELAYED PAYMENT PENALTY

The above rates and charges are net. A 10% penalty shall be added to all charges not paid within 20 days from the date of the billing. This delayed payment is not interest and is only to be collected once for each bill where it is appropriate.

DISCONNECT FOR NON-PAYMENT

If any bill is not paid within 60 days from the date of the bill, water service to the customer will be discontinued and will not be restored until all past due bills have been paid in full, together with all penalty charges, subject to applicable rules of the Public Service Commission of West Virginia.

EFFECTIVE DATE

The sewer rates, connection charge, reconnection charge and delayed payment penalty provided in this Subsequent Rate Schedule shall be effective upon substantial completion of the new sewerage facilities of the Town of Monongah, expected to be November, 1998, but in no event prior to 45 days after the enactment hereof.

SECTION 2. SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES, ETC.

The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed; and to the extent that the provisions of this Ordinance do not amend the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

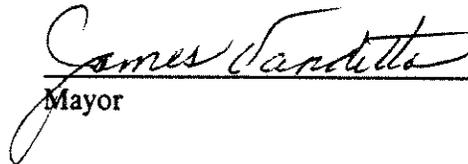
SECTION 3. STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Recorder shall publish a copy of this Ordinance once a week for 2 successive weeks within a period of 14 consecutive days, with at least 6 full days intervening between each publication, in the *Times-West Virginian*, a newspaper of general circulation in the Town of Monongah, there being no newspaper published therein, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council at the Town Hall, on the 22nd day of September, 1997, at 6:30 p.m., which date is not less than 10 days subsequent to the date of the first publication of the Ordinance and notice, and present protests. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper in the premises. Copies of this Ordinance shall be available to the public for inspection at the office of the Recorder at the Town Hall, Monongah, West Virginia.

Passed on First Reading: August 25, 1997

Passed on Second Reading: September 8, 1997

Passed on Third Reading
Following Public Hearing: September 22, 1997



Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the TOWN OF MONONGAH on the 22nd day of September, 1997.

Dated: December 16, 1997.

[SEAL]


Recorder

11/03/97
612650/97001

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

MINUTES ON ADOPTION AND ENACTMENT
OF RATE ORDINANCE (FIRST READING)

The undersigned Recorder of the Town of Monongah (the "Town") hereby certify 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 regular session, pursuant to notice duly given, on the 25th day of August, 1997, in Monongah, West Virginia, at the hour of 6:30 p.m.

PRESENT: James Vandetta	-	Mayor
Rebecca A. Thompson	-	Recorder
Richard Blocker	-	Councilmember
Harry Rogers, Jr.	-	Councilmember
Mickey Aldridge	-	Councilmember
Etta Ewing	-	Councilmember
ABSENT: Oscar Cunningham	-	Councilmember

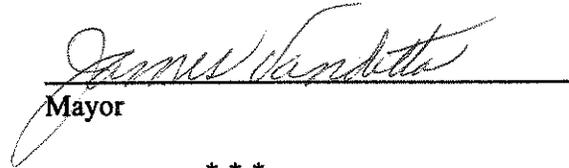
The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Mayor presented a proposed Rate Ordinance in writing entitled:

AN ORDINANCE SETTING FORTH SEWER RATES,
CONNECTION CHARGE, RECONNECTION CHARGE AND
DELAYED PAYMENT PENALTY FOR SERVICE TO CUSTOMERS
OF THE SEWERAGE FACILITIES OF THE TOWN OF
MONONGAH

and caused the same to be read and there was discussion. Thereupon, on motion duly made and seconded, it was unanimously ordered that the above-entitled Ordinance be adopted upon first reading.

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



Mayor

I further hereby certify that the foregoing action of the Council remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 29th day of October, 1998.



Recorder

10/14/98
612650/98001

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

MINUTES ON ADOPTION AND ENACTMENT
OF RATE ORDINANCE (SECOND READING)

The undersigned Recorder of the Town of Monongah (the "Town") hereby certify 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 regular session, pursuant to notice duly given, on the 8th day of September, 1997, in Monongah, West Virginia, at the hour of 6:30 p.m.

PRESENT:	James Vandetta	-	Mayor
	Rebecca A. Thompson	-	Recorder
	Richard Blocker	-	Councilmember
	Harry Rogers, Jr.	-	Councilmember
	Mickey Aldridge	-	Councilmember
	Etta Ewing	-	Councilmember
	Oscar Cunningham	-	Councilmember

ABSENT: None

The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it. He stated that the proposed Rate Ordinance heretofore passed on first reading would be considered upon second reading.

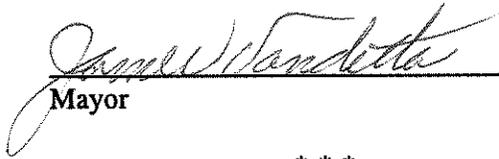
Thereupon, the Mayor presented the proposed Rate Ordinance for adoption upon second reading and caused the same to be read as follows:

AN ORDINANCE SETTING FORTH SEWER RATES,
CONNECTION CHARGE, RECONNECTION CHARGE AND
DELAYED PAYMENT PENALTY FOR SERVICE TO CUSTOMERS
OF THE SEWERAGE FACILITIES OF THE TOWN OF
MONONGAH

Thereupon, on motion duly made and seconded, it was unanimously ordered that the above-entitled Ordinance be adopted on second reading.

Pursuant to the Rate Ordinance, it was ordered that there be published a notice of public hearing, together with the Rate Ordinance, once a week for two successive weeks as provided in the Rate Ordinance, said public hearing to be held before this Council at the hour of 6:30 p.m. on the 22nd day of September, 1997, all in accordance with the requirements of statute.

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



Mayor

I further hereby certify that the foregoing action of said Council remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 29th day of October, 1998.



Recorder

10/14/98
612650/98001

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

MINUTES ON ADOPTION AND ENACTMENT OF RATE ORDINANCE
(THIRD READING FOLLOWING PUBLIC HEARING)

The undersigned Recorder of the Town of Monongah (the "Town") hereby certify 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 regular session, pursuant to notice duly given, on the 22nd day of September, 1997, in Monongah, West Virginia, at the hour of 6:30 p.m.

PRESENT: James Vandetta	-	Mayor
Rebecca A. Thompson	-	Recorder
Richard Blocker	-	Councilmember
Harry Rogers, Jr.	-	Councilmember
Mickey Aldridge	-	Councilmember
Etta Ewing	-	Councilmember
Oscar Cunningham	-	Councilmember

ABSENT: None.

The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it. He stated that the proposed Rate Ordinance heretofore passed on first and second readings would be subject to protests and suggestions from any interested person at this time in accordance with the publication of the Rate Ordinance and a Notice of Hearing, which publication has been duly made, and the Mayor called for protests and suggestions as to the Rate Ordinance and all persons desiring to protest the Rate Ordinance or to make any suggestions with reference thereto were heard.

There being no protests or suggestions made as to the Rate Ordinance, the Mayor thereupon stated that it would be in order to consider the Rate Ordinance for final enactment and the Mayor caused the Rate Ordinance to be read as follows:

AN ORDINANCE SETTING FORTH SEWER RATES,
CONNECTION CHARGE, RECONNECTION CHARGE AND

DELAYED PAYMENT PENALTY FOR SERVICE TO CUSTOMERS
OF THE SEWERAGE FACILITIES OF THE TOWN OF
MONONGAH

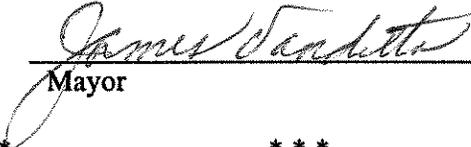
Thereupon, on motion duly made and seconded, it was unanimously ordered that the above-entitled Ordinance be finally enacted and put into effect as provided therein.

* * *

* * *

* * *

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



Mayor

* * *

* * *

* * *

I further hereby certify that the foregoing action of the Council remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 29th day of October, 1998.



Recorder

10/14/98
612650/98001

**NOTICE OF
PUBLIC HEARING ON
TOWN OF MONONGAH
RATE ORDINANCE.**

AN ORDINANCE SETTING FORTH SEWER RATES, CONNECTION CHARGE, RECONNECTION CHARGE AND DELAYED PAYMENT PENALTY FOR SERVICE TO CUSTOMERS OF THE SEWERAGE FACILITIES OF THE TOWN OF MONONGAH

THE TOWN COUNCIL OF THE TOWN OF MONONGAH HEREBY ORDAINS: The following schedule of sewer rates, connection charge, reconnection charge and delayed payment are hereby fixed and determined as the sewer rates, connection charge, reconnection charge and delayed payment penalty to be charged to customers of the sewerage facilities of the Town of Monongah throughout the territory served.

SECTION 1.

SCHEDULE OF RATE

A. INITIAL RATE SCHEDULE

APPLICABILITY
Applicable to entire area served.

AVAILABILITY OF SERVICE
Available for general domestic, commercial and industrial service.

RATES
FIRST 2,500 gallons used per month \$2.64 per 1,000 gallons
NEXT 12,500 gallons used per month \$2.36 per 1,000 gallons
NEXT 35,000 gallons used per month \$1.92 per 1,000 gallons
ALL OVER 50,000 gallons used per month \$1.38 per 1,000 gallons

MINIMUM BILL
The minimum bill shall be \$0.00 per month.

MULTIPLE OCCUPANCY
Apartment buildings and other multiple-occupancy buildings shall be required to pay not less than the minimum monthly charge for each unit multiplied by the number of units in such building at the time the meter is read, or the actual charge for the water used or the size of the meter installed, whichever is greater.

Hotels and motels shall be required to pay the amount of water used or the size of meter installed, whichever is greater.

House trailer courts (including mobile and immobile units) served through a single meter shall be required to pay the minimum charge per month multiplied by the number of units on site at the time the meter is read or the actual charge for the water used or the size of the meter installed, whichever is greater.

House trailers, either mobile or immobile, located on sites other than a park or court, shall be billed in the same manner as any other family or business unit.

CONNECTION CHARGE
The connection charge shall be \$150.

RECONNECTION CHARGE
The reconnection charge shall be \$14.

DELAYED PAYMENT PENALTY
The above rates and charges are net. A 10% penalty shall be added to all charges not paid within 30 days from the date of billing. This delayed payment penalty interest and is only to be collected

DISCONNECT FOR NON-PAYMENT

If any bill is not paid within 60 days from the date of bill, water service to the customer will be disconnected and will not be restored until all past due bills have been paid in full, together with all penalty charges, subject to applicable rules of the Public Service Commission of West Virginia.

EFFECTIVE DATE

The sewer rates, connection charge, reconnection charge and delayed payment penalty provided in this Initial Rate Schedule shall be effective 45 days after the enactment hereof.

B. SUBSEQUENT RATE SCHEDULE APPLICABILITY

Applicable to entire area served.

AVAILABILITY OF SERVICE
Available for general domestic, commercial and industrial service.

RATES
FIRST 2,500 gallons used per month \$6.08 per 1,000 gallons
NEXT 12,500 gallons used per month \$5.45 per 1,000 gallons
NEXT 35,000 gallons used per month \$4.42 per 1,000 gallons
ALL OVER 50,000 gallons used per month \$3.19 per 1,000 gallons

MINIMUM BILL
The minimum bill shall be \$15.20 per month.

MULTIPLE OCCUPANCY
Apartment buildings and other multiple-occupancy buildings shall be required to pay not less than the minimum monthly charge for each unit multiplied by the number of units in such building at the time the meter is read, or the actual charge for the water used or the size of the meter installed, whichever is greater.

Hotels and motels shall be required to pay the amount of water used or the size of meter installed, whichever is greater.

House trailer courts (including mobile and immobile units) served through a single meter shall be required to pay the minimum charge per month multiplied by the number of units on site at the time the meter is read or the actual charge for the water used or the size of the meter installed, whichever is greater.

House trailers, either mobile or immobile, located on sites other than a park or court, shall be billed in the same manner as any other family or business unit.

CONNECTION CHARGE
The connection charge before construction shall be \$150. The connection charge after construction shall be \$250.

RECONNECTION CHARGE
The reconnection charge shall be \$20.

DELAYED PAYMENT PENALTY
The above rates and charges are net. A 10% penalty shall be added to all charges not paid within 30 days from the date of billing. This delayed payment penalty interest and is only to be collected

DISCONNECTED FOR NON-PAYMENT

If any bill is not paid within 60 days from the date of the bill, water service to the customer will be disconnected and will not be restored until all past due bills have been paid in full, together with all penalty charges, subject to applicable rules of the Public Service Commission of West Virginia.

EFFECTIVE DATE

The sewer rates, connection charge, reconnection charge and delayed payment penalty provided in this Subsequent Rate Schedule shall be effective upon substantial completion of the new sewerage facilities of the Town of Monongah, expected to be November, 1998, but in no event prior to 45 days after the enactment hereof.

SECTION 2.

SEPARABILITY: REPEAL OF CONFLICTING ORDINANCES, ETC.

The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed, and to the extent that the provisions of this Ordinance do not amend the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION 3.

STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Recorder shall publish a copy of this Ordinance once a week for 2 successive weeks within a period of 14 consecutive days, with at least 6 full days intervening between each publication, in the Times West Virginian, a newspaper of general circulation in the Town of Monongah, there being no newspaper published therein, and said notice shall state that this Ordinance has been introduced and that any person interested may appear before Council at the Town Hall, on the 22nd day of September, 1997, at 6:30 p.m., which shall be no later than 10 days after the date of the first publication of the Ordinance and may, and present and suggest amendments and suggestions shall be heard and the Council shall take such action as it may deem proper in the premises. Copies of this Ordinance shall be available to the public for inspection at the office of the recorder in the Town Hall, Monongah, West Virginia.

CONSTRUCTION AND NOTICE

The foregoing Ordinance has been introduced and adopted on second reading at a meeting of the Council held on September 22, 1997. Any person interested may appear before the Council of the Town of Monongah at the Town Hall, Monongah, West Virginia, on the 22nd day of September, 1997, at 6:30 p.m., being the date, time and place of the proposed final adoption of this Ordinance, and be heard. The Council will take such action as it shall deem proper in the premises. The proposed Ordinance may be inspected by the public at the office of the Recorder in the Town Hall, Monongah, West Virginia.

Dated September 23, 1997

AFFIDAVIT OF PUBLICATION

Nº 2195

State of West Virginia
County of Marion, to-wit:

I, Beverly A. Miller, being first duly sworn upon my oath,

do depose 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;

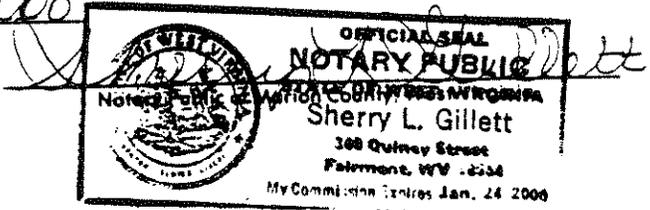
that I have been duly authorized by the board of directors of such corporation to execute this affidavit of publication; that such newspaper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published daily except Saturday 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 and social nature, and for current happenings, announcements, miscellaneous reading matter, advertisements and other notices;

that the annexed notice of Public Hearing was duly published in said newspaper once a week for 2 successive weeks (Class II), commencing with the issue of the 11 day of September 19 97, and ending with the issue of the 18 day of September 1997, and was posted at the front door of the Marion County Court House on the 11 day of September 19 97; that said annexed notice was published on the following dates: September 11, 18, 1997

and the cost of publishing said annexed notice as aforesaid was \$260.41

Taken, subscribed and sworn to before me in said county this 18 day of Sept 19 97.

My commission expires Jan 24, 2000



TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

MINUTES ON ADOPTION AND ENACTMENT
OF BOND ORDINANCE (FIRST READING)

The undersigned Recorder of the Town of Monongah (the "Town") hereby certify 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 regular session, pursuant to notice duly given, on the 28th day of September, 1998, in Monongah, West Virginia, at the hour of 6:30 p.m.

PRESENT: James Vandetta	-	Mayor
Rebecca A. Thompson	-	Recorder
Richard Blocker	-	Councilmember
Harry Rogers, Jr.	-	Councilmember
Mickey Aldridge	-	Councilmember
Etta Ewing	-	Councilmember
Oscar Cunningham	-	Councilmember

ABSENT: None.

The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Mayor presented a proposed Bond Ordinance in writing entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE 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 \$1,982,400 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA

INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

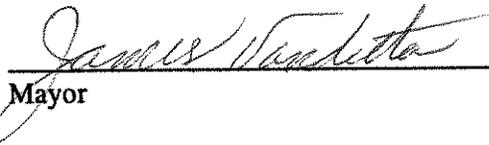
and caused the same to be read and there was discussion. Thereupon, on motion duly made and seconded, it was unanimously ordered that the above-entitled Ordinance be adopted upon first reading.

* * *

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* * *

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



Mayor

* * *

* * *

* * *

I further hereby certify that the foregoing action of the Council remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 29th day of October, 1998.



Recorder

10/14/98
612650/98001

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

MINUTES ON ADOPTION AND ENACTMENT
OF BOND ORDINANCE (SECOND READING)

The undersigned Recorder of the Town of Monongah (the "Town") hereby certify that the following is a true and correct excerpt of the minutes of a special meeting of the Council of the Town:

* * *

* * *

* * *

The Council of the Town met in special session, pursuant to notice duly given, on the 5th day of October, 1998, in Monongah, West Virginia, at the hour of 6:30 p.m.

PRESENT: James Vandetta	-	Mayor
Rebecca A. Thompson	-	Recorder
Richard Blocker	-	Councilmember
Harry Rogers, Jr.	-	Councilmember
Mickey Aldridge	-	Councilmember
Etta Ewing	-	Councilmember
Oscar Cunningham	-	Councilmember

ABSENT: None.

The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it. He stated that the proposed Bond Ordinance heretofore passed on first reading would be considered upon second reading.

Thereupon, the Mayor presented the proposed Bond Ordinance for adoption upon second reading and caused the same to be read as follows:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE 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 \$1,982,400 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND

REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

Thereupon, on motion duly made and seconded, it was unanimously ordered that the above-entitled Ordinance be adopted on second reading.

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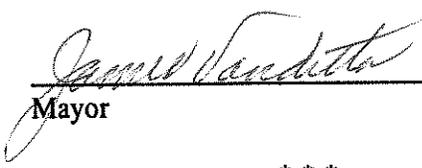
Pursuant to the Bond Ordinance, it was ordered that there be published a notice of public hearing together with an abstract of the Bond Ordinance, which the Council determined to contain sufficient information to give notice of the contents of the Bond Ordinance, once a week for two successive weeks as provided in the Bond Ordinance, said public hearing to be held before this Council upon said Bond Ordinance at the hour of 6:30 p.m. on the 26th day of October, 1998, all in accordance with the requirements of statute.

* * *

* * *

* * *

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



Mayor

* * *

* * *

* * *

I further hereby certify that the foregoing action of said Council remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 29th day of October, 1998.



Recorder

10/16/98
612650/98001

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

MINUTES ON ADOPTION AND ENACTMENT OF BOND ORDINANCE
(THIRD READING FOLLOWING PUBLIC HEARING)

The undersigned Recorder of the Town of Monongah (the "Town") hereby certify 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 regular session, pursuant to notice duly given, on the 26th day of October, 1998, in Monongah, West Virginia, at the hour of 6:30 p.m.

PRESENT: James Vandetta	-	Mayor
Rebecca A. Thompson	-	Recorder
Richard Blocker	-	Councilmember
Harry Rogers, Jr.	-	Councilmember
Mickey Aldridge	-	Councilmember
Etta Ewing	-	Councilmember
Oscar Cunningham	-	Councilmember

ABSENT: None.

The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it. He stated that the proposed Bond Ordinance heretofore passed on first and second readings would be subject to protests and suggestions from any interested person at this time in accordance with the publication of an abstract of the Bond Ordinance and a Notice of Hearing, which publication has been duly made, and the Mayor called for protests and suggestions as to the Bond Ordinance and all persons desiring to protest the Bond Ordinance or to make any suggestions with reference thereto were heard.

There being no protests or suggestions made as to the Bond Ordinance, the Mayor thereupon stated that it would be in order to consider the Bond Ordinance for final enactment and the Mayor caused the Bond Ordinance to be read as follows:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE 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 \$1,982,400 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA INFRASTRUCTURE FUND); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

Thereupon, on motion duly made and seconded, it was unanimously ordered that the above-entitled Ordinance be finally enacted and put into effect immediately.

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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.



Mayor

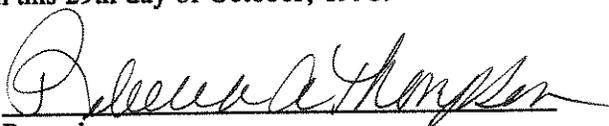
* * *

* * *

* * *

I further hereby certify that the foregoing action of the Council remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 29th day of October, 1998.



Recorder

10/16/98
612650/98001

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

MINUTES ON ADOPTION OF SUPPLEMENTAL RESOLUTION

The undersigned Recorder of the Town of Monongah (the "Town") hereby certify 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 regular session, pursuant to notice duly given, on the 26th day of October, 1998, in Monongah, West Virginia, at the hour of 6:30 p.m.

PRESENT: James Vandetta	-	Mayor
Rebecca A. Thompson	-	City Clerk
Richard Blocker	-	Councilmember
Harry Rogers, Jr.	-	Councilmember
Mickey Aldridge	-	Councilmember
Etta Ewing	-	Councilmember
Oscar Cunningham	-	Councilmember

ABSENT: None.

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 PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA INFRASTRUCTURE FUND), OF THE TOWN OF MONONGAH RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY;

DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

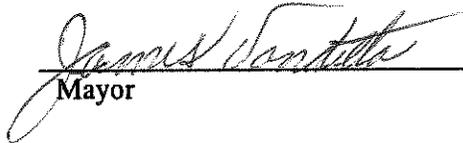
and caused the same to be read and there was discussion. Thereupon, on motion duly made and seconded, it was unanimously ordered that the said Supplemental Resolution be adopted and put into effect immediately.

* * *

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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.



Mayor

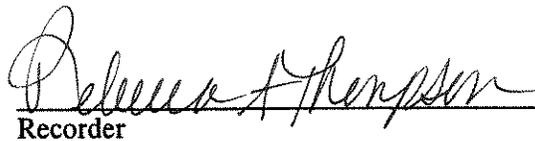
* * *

* * *

* * *

I further hereby certify that the foregoing action of the Council remains in full force and effect and has not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 29th day of October, 1998.



Recorder

10/14/98
612650/98001

AFFIDAVIT OF PUBLICATION

A 200387

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 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 Public Hearing was duly published in said newspaper once week for 2 successive weeks (Class II), commencing with the issue of the 15 day of October, 1998, and ending with the issue of the 22 day of October, 1998, and was posted at the front door of the Marion County Courthouse on the 15 day of October, 1998; that said annexed notice was published on the following dates: October 15, 22, 1998

and the cost of publishing said annexed noticed as aforesaid was \$ 101.77

Beverly A. Miller

Taken, subscribed and sworn to before me in said county this 22 day of October, 1998.

My commission expires Jan 24, 2000

[Signature]
Notary Public of Marion County, West Virginia
Sandra L. Gillett

TOWN OF MONONGAH

**NOTICE OF
PUBLIC HEARING
SEWER REVENUE
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 October 26, 1998 at 6:30 p.m. in the Council chambers at the Monongah Town Hall, 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 ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE 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 \$1,982,400 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA INFRASTRUCTURE FUND), PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS, AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS, APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS, AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above-entitled Ordinance was adopted by the Council of the Town on October 5, 1998.

The above-quoted title of the Ordinance describes generally the contents thereof and the purpose of the Bonds contemplated thereby. The Town contemplates the issuance of the Bonds described in said Ordinance. The proceeds of the bonds will be used to provide permanent financing of a portion of the costs of acquisition and construction of additions, betterments and improvements to the existing public sewerage system of the Town. The Bonds are payable solely from revenues to be derived from the ownership and operation of the sewerage system of the Town. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

A certified copy of the above-entitled Ordinance is on file with the Council at the office of the Recorder of the town for review by interested parties during regular office hours.

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

Dated: October 15, 1998.

s/s James Vandetta
Mayor
Times: October 15 and 22, 1998

WV MUNICIPAL BOND COMMISSION

812 Quarrier Street
Suite 300
Charleston, WV 25301
(304)558-3971

NEW ISSUE REPORT FORM

Date of Report: October 29, 1998

(See Reverse for Instructions)

ISSUE: TOWN OF MONONGAH
SEWER REVENUE BONDS, SERIES 1998 A (West Virginia Infrastructure Fund)

ADDRESS: P. O. Box 9119, Monongah, WV 26554 **COUNTY:** Marion

PURPOSE: New Money **OF ISSUE:** Refunding **Refunds Issue(s) dated:** December 16, 1997

ISSUE DATE: October 29, 1998 **CLOSING DATE:** October 29, 1998

ISSUE AMOUNT: \$1,982,400 **RATE:** 0%

1st DEBT SERVICE DUE: 6/1/2000 **1st PRINCIPAL DUE:** 6/1/2000

1st DEBT SERVICE AMOUNT: \$12,872.73 **PAYING AGENT:** Municipal Bond Commission

ISSUERS
BOND COUNSEL: Steptoe & Johnson
Contact Person: Vincent A. Collins, Esq.
Phone: 624-8161

UNDERWRITERS
BOND COUNSEL: Jackson & Kelly
Contact Person: Samme L. Gee, Esq.
Phone: 340-1318

CLOSING BANK: Huntington National Bank
Contact Person: Carolyn Cummins
Phone: 367-2430

ESCROW TRUSTEE:
Contact Person: _____
Phone: _____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: James Vandetta
Position: Mayor
Phone: 534-3320 **FAX:** _____

OTHER: WV Infrastructure and Jobs Development Council
Contact Person: Susan J. Riggs, Esq.
Function: Executive Secretary
Phone: 558-4607

DEPOSITS TO MBC AT CLOSE:

By <input checked="" type="checkbox"/> Wire	Accrued Interest:	\$ _____
<input type="checkbox"/> Check	Capitalized Interest:	\$ _____
	Reserve Account:	\$ _____
	<input checked="" type="checkbox"/> Other: <u>Payoff 1997 Bond</u>	\$ <u>169,244.18</u>

REFUNDS & TRANSFERS BY MBC AT CLOSE:

By <input type="checkbox"/> Wire	To Escrow Trustee:	\$ _____
<input type="checkbox"/> Check	To Issuer:	\$ _____
<input type="checkbox"/> IGT	To Cons. Invest. Fund:	\$ _____
	To Other:	\$ _____

NOTES:

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS
REQUIRED: _____
TRANSFERS
REQUIRED: _____

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

The Huntington National Bank, Monongah, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of the Town of Monongah (the "Issuer") enacted October 26, 1998, and a Supplemental Resolution of the Issuer adopted on October 26, 1998 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), dated October 29, 1998, in the aggregate principal amount of \$1,982,400 (the "Bonds"), and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 29th day of October, 1998.

THE HUNTINGTON NATIONAL BANK


Branch Manager

10/15/98
612650/98001

TOWN OF MONONGAH

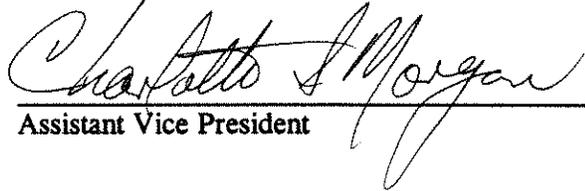
Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

ACCEPTANCE OF DUTIES AS REGISTRAR

ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the Town of Monongah Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), dated October 29, 1998 in the aggregate principal amount of \$1,982,400 (the "Bonds"), and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 29th day of October, 1998.

ONE VALLEY BANK, NATIONAL
ASSOCIATION


Assistant Vice President

10/14/98
612650/98001

TOWN OF MONONGAH

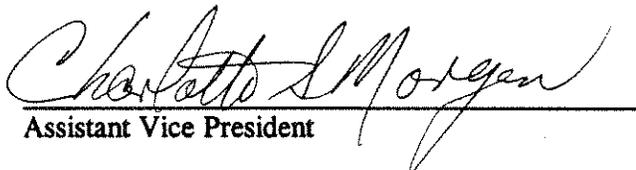
Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

CERTIFICATE OF REGISTRATION OF BONDS

ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of the Town of Monongah (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Town of Monongah Sewer Revenue Bond, Series 1998 A (West Virginia Infrastructure Fund), of the Issuer, dated October 29, 1998, in the principal amount of \$1,982,400, numbered AR-1, was registered as to principal only in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of One Valley Bank, National Association, as Registrar.

WITNESS my signature on this 29th day of October, 1998.

ONE VALLEY BANK, NATIONAL
ASSOCIATION


Assistant Vice President

10/14/98
612650/98001

TOWN OF MONONGAH

Sewer Revenue Bonds, Series 1998 A
(West Virginia Infrastructure Fund)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 29th day of October, 1998, by and between TOWN OF MONONGAH, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and ONE VALLEY BANK, NATIONAL ASSOCIATION, a national banking association (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$1,982,400 principal amount of Sewer Revenue Bonds, Series 1998 A (West Virginia Infrastructure Fund), in fully registered form (the "Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted October 26, 1998, and a Supplemental Resolution of the Issuer duly adopted October 26, 1998 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Bonds

duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exemption of interest on the Bonds from federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

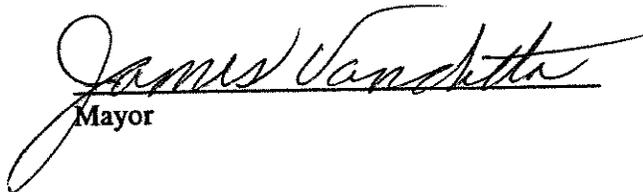
ISSUER: Town of Monongah
 Post Office Box 9119
 Monongah, West Virginia 26554
 Attention: Mayor

REGISTRAR: One Valley Bank, National Association
Post Office Box 1793
One Valley Square
Charleston, West Virginia 25326
Attention: Corporate Trust Department

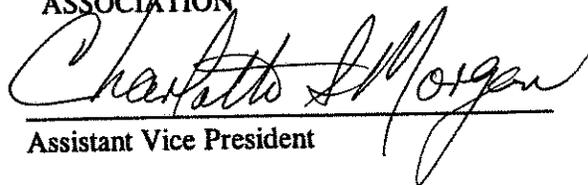
8. The Registrar is hereby requested and authorized to authenticate and deliver the Bonds in accordance with the Bond Legislation.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

TOWN OF MONONGAH


Mayor

ONE VALLEY BANK, NATIONAL
ASSOCIATION


Assistant Vice President

10/14/98
612650/98001

EXHIBIT A

Bond Legislation included in bond transcript as Documents No. 1 and No. 2



RECEIVED JUL 17 1998

DIVISION OF ENVIRONMENTAL PROTECTION
1201 Greenbrier Street
Charleston, WV 25311-1088

CECIL H. UNDERWOOD
GOVERNOR

MICHAEL P. MIANO
DIRECTOR

July 7, 1998

Honorable James Vandetta
Mayor, Town of Monongah
P. O. Box 9119
Monongah, WV 26555-9119

CERTIFIED RETURN RECEIPT REQUESTED

Dear Mayor Vandetta:

Enclosed find WV/NPDES Water Pollution Control Permit No. WV0027324, dated the 6th day of July 1998, for the Town of Monongah to serve the same in Monongah, West Virginia.

All facilities permitted to discharge pollutants to the waters of the State, under Chapter 22, Article 11 of the West Virginia Code, are required to test their effluent in order to verify permit compliance. This testing is the responsibility of the permittee, and these test results are to be submitted to the office on the Discharge Monitoring Report, which is attached to the back of this Permit. A Discharge Monitoring Report is to be completed and received by this Office, each month, no later than 20 days following the end of the reporting period. The address to which the Discharge Monitoring Reports are to be sent is noted in Section E.2, Attention: Engineering Branch. It is suggested that several copies of the enclosed Discharge Monitoring Report form be made for your future use, as this office does not supply permittees with Discharge Monitoring Report forms.

Please, note Section C.7, on page 9 of 13, prohibiting the acceptance of new nondomestic wastewater discharges without prior Office approval.

Please, also, note the attachment to this Permit which describes the annual permit fee requirement.

Further, our records indicate that you received your last annual permit fee invoice in August 1997, on the anniversary date of your previous permit. Enclosed please find a prorated annual permit fee invoice, which covers the period from August 1997 to the issuance date of this Permit. Your new annual permit fee billing cycle begins on the issuance date of this Permit, and you will not receive your next invoice until the anniversary of this Permit.

All fees are now due, and may be included in one(1) check, or money order, made payable to the WV Division of Environmental Protection. Two(2) copies of the invoice are enclosed. Please return one(1) copy with your remittance to ensure immediate, proper credit to your permit number. If you have any invoice related questions, you may contact Mr. Chris Reger at 304-558-3888, or by TDD at 304-558-2751.

Honorable James Vandetta
Page 2
July 7, 1998

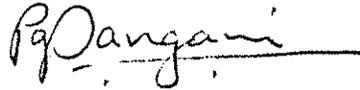
Finally note that copies of all future correspondence regarding the permit including copies of DMRs must be forwarded to the Field Inspector and Field Supervisor at the following address:

Division of Environmental Protection
Office of Water Resources
1304 Goose Run Road
Fairmont, WV 26554

If you have any questions regarding this Permit, please contact Robert Bates of this office at 304-558-4086, or by TDD at 304-558-2751.

Very truly yours,

OFFICE OF WATER RESOURCES



Pravin G. Sangani, P.E.
Branch Leader, Permits

PGS:ml

Enclosures

cc: Chris Reger, w/invoice

Also, to acquire, construct, install, operate and maintain a sewage collection system upgrade consisting of 105 linear feet (L.F.) of four (4) inch gravity sewer line, 151 L.F. of six (6) inch gravity sewer line, 3,832 L.F. of eight (8) inch gravity sewer line, 3,014 L.F. of 12 inch gravity sewer line, replacement of 529 L.F. of eight (8) inch gravity sewer line, replacement of 2,350 L.F. of 10 inch gravity sewer line, various manhole construction and rehabilitation, 14 cleanouts, replacement and upgrade of three (3) lift stations, 450 L.F. of 1 1/2 inch force main, 510 L.F. of four (4) inch force main, 12,535 L.F. of six (6) inch force main, the upgrade of the Westchester lift station owned and operated by the City of Fairmont in order to handle wastewater flows from the Town of Monongah, and all necessary appurtenances.

Upon completion of this collection system construction and upgrade, the sewage treatment facility owned and operated by the Town of Monongah shall be taken out of service and the wastewater from the Town of Monongah shall be conveyed to the wastewater collection and treatment system owned and operated by the City of Fairmont for ultimate treatment and discharge.

This permit is subject to the following terms and conditions:

The information submitted on and with Permit Application No. WV0027324 dated the 8th day of January 1997 along with plans and specifications approved by the Construction Assistance Branch on the 19th of March 1998, are all hereby made terms and conditions of this Permit with like effect as if all such permit application information were set forth herein and with other conditions set forth in Sections A, B, C, and Appendix A.

The validity of this permit is contingent upon the payment of the applicable annual permit fee, as required by Chapter 22, Article 11, Section 10 of the Code of West Virginia.

SEWAGE COLLECTION SYSTEM UPGRADE TO BE CONSTRUCTED IN ACCORDANCE WITH:

Plans, Reports and Specifications:

Date Approved : March 19, 1998
Prepared by: Chapman Technical Group; P.O. Box 1355; St. Albans, WV 25177
Title: Town of Monongah; Marion County; Wastewater System Improvements;
Contract 1 - Collection System; Contract 2 - Lift Stations

A.1 Discharge Limitations and Monitoring Requirements

During the period beginning August 6, 1998 and lasting through midnight December 31, 1999 the permittee is authorized to discharge from outlet number(s) 001 - Discharge from sewage treatment facilities

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations			Monitoring Requirements		
	Avg. Monthly	(Quantity) lbs/day Max. Daily	Other Units (Specify) Avg. Monthly	Max. Daily	Measurement Frequency	Sample Type
Flow	N/A	N/A	0.563	N/A	MGD	Continuous Measured
Biochemical Oxygen Demand (5-Day)	140.9	281.7	30.0	60.0	mg/l	1/Month 8 Hr Comp
Total Suspended Solids	140.9	281.7	30.0	60.0	mg/l	1/Month 8 Hr Comp
Nitrogen, Total Kjeldahl	84.5	169.0	18.0	36.0	mg/l	1/Month 8 Hr Comp
Fecal Coliform	N/A	N/A	200	400	counts/100ml	1/Month Grab
Zinc, Total Recoverable*	N/A	N/A	Monitor Only	Monitor Only	mg/l	1/Quarter 8 Hr Comp
Copper, Total Recoverable*	N/A	N/A	Monitor Only	Monitor Only	mg/l	1/Quarter 8 Hr Comp
Lead, Total Recoverable*	N/A	N/A	Monitor Only	Monitor Only	mg/l	1/Quarter 8 Hr Comp

* Colorimetric analytical procedures shall not be used when monitoring the total recoverable form of the metal.

The pH shall not be less than 6.0 standard units and not more than 9.0 standard units and shall be monitored monthly by grab sample.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Effluent BOD₅ shall be collected at a location immediately preceding disinfection. All other effluent samples shall be collected at or as near as possible to the point of discharge.

This discharge shall not cause violation of Title 46, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.2 COMBINED SEWER SYSTEM OVERFLOW

Outlet Numbers 002, 003, 004, 006, 007, and 008 listed below, serve as combined sewer overflow point. Combined Sewer Overflows (CSOs) are allowed only when flows in combined sewers exceed conveyance capacities during wet weather periods. Dry weather overflows from these outfalls are prohibited. The permittee shall ensure that all CSOs from the combined system comply with the following requirements and other pertinent portions of this Permit.

<u>Outlet Number</u>	<u>Name and Location</u>	<u>Receiving Stream</u>
002	Lift Station No. 1	Booths Creek
003	Lift Station No. 2	West Fork River
004	Lift Station No. 3	West Fork River
006	Lift Station No. 1-1	Booth Creek
007	Manhole-6C	West Fork River
008	Manhole-3C	West Fork River

a) COMPLIANCE SCHEDULE

The permittee shall comply with the CSO requirements in accordance with the following schedule:

- (1) Complete and implement technology-based controls as outlined in Section A.2.b)(1) - On or before January 1, 1997
- (2) Submission of report which addresses reporting requirements of Section A.2.c) - On or before January 1, 1997
- (3) Evaluation of water quality impacts as outlined in Section A.2.d) - On or before January 1, 1998
- (4) Completion of Long-Term Control Plan, if needed as outlined in Section A.2.e) - On or before January 1, 1999

A.2 COMBINED SEWER SYSTEM OVERFLOW

(Continued)

b) EFFLUENT LIMITS

- (1) Technology-based requirements for CSOs.** The permittee shall comply with the following technology-based effluent limits in the form of narrative controls:
 - (A)** The permittee shall implement proper operation and maintenance programs for the sewer system and all CSO outlets, with consideration given to regular sewer inspections; sewer, catch basin, and regulator cleaning; equipment and sewer collection system repair or replacement, where necessary; and disconnection of illegal connections.
 - (B)** The permittee shall implement procedures that will maximize use of the collection system for wastewater storage.
 - (C)** The permittee shall conduct an inventory of industrial and commercial users to identify all nondomestic waste streams and apply pollution prevention methods, as appropriate.
 - (D)** The permittee shall operate the Publicly Owned Treatment Works (POTW) treatment plant at maximum treatable flow during all wet weather flow conditions. The permittee shall deliver all flows to the treatment plant within the constraints of the treatment capacity of the POTW.
 - (E)** Dry weather overflows from CSO outfalls are prohibited. All dry weather overflows must be reported to the Office of Water Resources as soon as the permittee becomes aware of the overflow. When the permittee detects a dry weather overflow, the permittee shall begin corrective action immediately. The permittee shall inspect the dry weather overflow each subsequent day until the overflow has been eliminated.
 - (F)** The permittee shall implement controls to remove solid and floatable materials in its CSOs.
 - (G)** The permittee shall implement a pollution prevention program focused on reducing the impact of CSOs on receiving waters.
 - (H)** The permittee shall implement a public notification process to inform citizens of when and where CSOs occur. The process must include:
 - (i)** a mechanism to alert persons of the occurrence of CSOs and
 - (ii)** a system to determine the nature and duration of conditions that are potentially harmful for users of receiving waters due to CSOs.

A.2 COMBINED SEWER SYSTEM OVERFLOW

(Continued)

- (I) The permittee shall monitor CSO outfalls to effectively characterize CSO impacts and the efficacy of CSO controls. This information will be used to establish the existing baseline conditions, evaluate the efficacy of the CSO technology-based controls, and determine the baseline conditions upon which the long-term control plan will be based. This data shall include:
 - (i) All CSO outfalls in the combined sewer system.
 - (ii) Total number of CSO events and the frequency, duration, volume, and pollutant loadings of CSOs during each event
 - (iii) Water quality data for receiving water bodies
 - (iv) Water quality impacts (e.g., visible floatables, fish kills, visible plumes, solids build-up in streams, violation of water quality standards including fecal coliform).
 - (v) Monitoring for duration, volume, and pollutant loadings during each overflow event shall occur at a representative number of CSOs.

- (2) **Water quality-based requirements for CSOs.** The permittee shall not discharge any pollutant at a level that could cause or contribute to a violation of water quality standards. All discharges covered by this permit shall be free from the following pollutants at levels that cause or contribute to a violation of water quality standards:
 - (A) Floating debris, oil, grease, scum, foam, or other materials on the water surface that may create a nuisance condition, or that may in any way interfere with the attainment and maintenance of designated uses of the water.

 - (B) Settleable solids, sediments, sludge deposits, or suspended particles that may coat or cover submerged surfaces and create a nuisance condition, or that may in any way interfere with the attainment and maintenance of designated uses of water.

 - (C) Any pollutants, including those of a thermal, toxic, corrosive, bacteriological, radiological, or other nature, that may interfere with attainment and maintenance of designated uses of the water; may impart undesirable odors, tastes, or colors to the water or to aquatic life found therein; may endanger public health; or may result in dominance of nuisance species.

c) REPORTING REQUIREMENTS

Nine (9) Minimum CSO Control Reporting. The permittee shall submit documentation that demonstrates implementation of each of the nine (9) minimum controls contained in Sections A.2.b)(1)(A) through A.2.b)(1)(I). This documentation shall be prepared as described in EPA 832-B-95-003, COMBINED SEWER OVERFLOWS: Guidance For Nine Minimum Controls. Permittees having an approved CSO Final Plan Of Action may substitute a letter certifying the implementation of the plan. The permittee shall submit this documentation to the Office of Water Resources on or before January 1, 1997.

A.2 COMBINED SEWER SYSTEM OVERFLOW
(Continued)

d) EVALUATION OF WATER QUALITY IMPACTS

The permittee shall submit documentation that verifies Water Quality Standards have been maintained according to the following criteria:

- (1) Analysis of water quality upstream and downstream from CSO discharges.
- (2) Monitoring of the rates and durations of representative discharges during rainfall conditions.
- (3) Analysis of the quality of representative discharges

e) LONG-TERM CONTROL PLAN

The permittee shall develop a Long-Term Control Plan (LTCP) if any water quality impacts are demonstrated and documented during an evaluation phase as outlined in Section A.2.d) or if this Office determines the water quality impacts exist. If no water quality impacts are found, the permittee is required to continue implementing its minimization plan.

f) QUARTERLY REPORTS

The permittee shall submit quarterly progress reports detailing actions taken to meet the above CSO requirements.

B. SCHEDULE OF COMPLIANCE

- 1. The permittee shall achieve compliance with the provisions for waste treatment and the monitoring requirements specified in this permit in accordance with the following schedule:**

Complete the new sewage collection system upgrade -
and take STP out of service

December 31, 1999

- 2. Reports of compliance or non-compliance with, and progress reports on interim and final requirements contained in the above compliance schedule, shall be postmarked no later than 14 days following each schedule date.**

C. OTHER REQUIREMENTS

1. The herein-described treatment works, structures, electrical and mechanical equipment shall be adequately protected from physical damage by the maximum expected one hundred (100) year flood level and operability be maintained during the twenty-five (25) year flood level.
2. The entire sewage treatment facility shall be adequately protected by fencing.
3. Continuous maintenance and operation of the listed sewage treatment facility shall be performed by or supervised by a certified operator possessing at least a Class II certificate for Waste Water Treatment Plant Operators issued by the State of West Virginia.
4. An instantaneous flow from the sewage disposal system shall not exceed the peak design flow at any given time.
5. The arithmetic mean of values for effluent samples collected in a period of seven (7) consecutive days shall not exceed 45.0 mg/l for BOD₅, 45.0 mg/l for TSS, and 27.0 mg/l for TKN.
6. The arithmetic mean of the effluent values of BOD₅ and TSS discharged during a period of 30 consecutive days shall not exceed 15 percent (%) of the respective arithmetic mean of the influent values for these parameters during the same time period except as specifically authorized by the permitting authority.
7. The permittee shall not accept any new non-domestic discharges without first obtaining approval from the Chief of the Office of Water Resources as provided in Title 47, Series 10, Section 14 of the West Virginia Legislative Rules.
8. If any existing non-domestic discharge causes, or is suspected of causing, interference or pass through (as defined by 40 CFR 403.3) or otherwise violates any provision of 40 CFR 403, the permittee shall notify the Chief of such violation or suspected violation.
9. If any existing non-domestic discharge is identified as being subject to Categorical Pretreatment Standard under 40 CFR Chapter 1, Subchapter N, and the discharge is not regulated by this permit, the permittee shall notify the Chief of such identification.
10. The permittee shall submit each month according to the enclosed format, a Discharge Monitoring Report (DMR) indicating in terms of concentration and/or quantities the values of the constituents listed in Section A analytically determined to be in the plant effluent (s). Additional information pertaining to effluent monitoring and reporting can be found in Section III of Appendix A.
11. The required DMRs should be received no later than 20 days following the end of the reporting period and be addressed to:

**Chief
Office of Water Resources
1201 Greenbrier Street
Charleston, West Virginia 25311-1088
Attention: Engineering Branch**

D. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS

1. The permittee shall monitor and report monthly on the enclosed Sewage Sludge Management Report form the quality and quantity of sewage sludge produced. The required report shall be received no later than 20 days following the end of the reporting period and be addressed to:

**Chief
Office of Water Resources
1201 Greenbrier Street
Charleston, WV 25311-1088
Attention: Engineering Branch**

2. The permittee shall provide copies of monthly reports to the county or regional solid waste authority in which the facility or land application site(s) is located.
3. The Sewage Sludge Monitoring Report form shall be submitted semiannually. The required report shall be received no later than 20 days following the end of the reporting period and shall be addressed to the following:

**Chief
Office of Water Resources
1201 Greenbrier Street
Charleston, WV 25311-1088
Attention: Engineering Branch**

**WV Soil Conservation Agency
Bio-Solids Program
1900 Kanawha Blvd., East
Charleston, WV 25305-0193**

4. The following method of sludge disposal shall be used for sewage sludge generated and/or processed at the permitted facility:

Landfill Disposal: Sewage sludge may be disposed at a landfill by placing the sewage sludge in the landfill cell, provided that the landfill obtains approval from the Office of Waste Management to allow the acceptance of sewage sludge from the permittee, and provided that the landfill(s) is/are identified in the permit application. Prior approval by the Office of Water Resources is required to change landfill disposal site(s).

5. Areas used for processing, curing, and/or storage of sewage sludge shall be designed, constructed and operated to prevent release of contaminants to the groundwater and/or surface water.

D. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS (Continued)

6. All analyses performed on soils and sewage sludges shall be analyzed in accordance with analytical methods listed in 40 CFR Part 503.8 except that Nutrients may be analyzed in accordance with the most recently approved edition of Standard Methods.
7. Sewage sludge disposed in a landfill cell shall be a non-hazardous material as defined in 40 CFR Part 261.24 and a minimum of 20% solids. If the sewage sludge is not 20% solids, a bulking agent may be used to achieve 20% solids before the sewage sludge is weighed in at the landfill.
8. If sewage sludge is used for revegetation, or spread in any other manner at the landfill, the sewage sludge shall meet all of the land application requirements. These requirements include vector attraction and pathogen reduction methods, heavy metals limits, and abiding by an approved loading rate based on soil analyses.
9. The permittee shall maintain all records and reports of all monitoring required by Section D of this permit for five (5) years after the date of monitoring or reporting. Records should include all sample results; any landfill receipts; copies of all required reports; and records of all data used to complete these reports.

D. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS (Continued)

10. The following limitations and monitoring requirements shall apply to the sewage sludge or sewage sludge products:

<u>Parameter</u>	<u>Maximum Allowable Limitations (mg/kg)</u>	<u>Monitoring Frequency</u>	<u>*Sample Type</u>
Arsenic	Monitor	1/6 Months	One Week Comp.
Cadmium	Monitor	1/6 Months	One Week Comp.
Chromium	Monitor	1/6 Months	One Week Comp.
Copper	Monitor	1/6 Months	One Week Comp.
Lead	Monitor	1/6 Months	One Week Comp.
Mercury	Monitor	1/6 Months	One Week Comp.
Molybdenum	Monitor	1/6 Months	One Week Comp.
Nickel	Monitor	1/6 Months	One Week Comp.
Selenium	Monitor	1/6 Months	One Week Comp.
Zinc	Monitor	1/6 Months	One Week Comp.
pH	Monitor	1/6 Months	Grab
Percent Solids	Monitor	1/6 Months	One Week Comp.
Magnesium	Monitor	1/6 Months	One Week Comp.
Potassium	Monitor	1/6 Months	One Week Comp.
Phosphorus	Monitor	1/6 Months	One Week Comp.
Calcium	Monitor	1/6 Months	One Week Comp.
Organic Nitrogen	Monitor	1/6 Months	One Week Comp.
Ammonia Nitrogen	Monitor	1/6 Months	One Week Comp.
Total Nitrogen	Monitor	1/6 Months	One Week Comp.

* The appropriate composite sampling procedures shall be based upon the particular sludge processing methods used by the permittee. The composite sampling procedures for the various methods are described as follows:

Belt Press or Vacuum Filter - During the week that the composite sample is obtained, the permittee shall take a minimum of three (3) grab samples during each day of the week that the dewatering system is in operation. These grab samples are to be mixed together and the final sample obtained from the composite. Samples should be collected at a point immediately after the dewatering operation.

Liquid Sludge - During the week that the composite sample is obtained, the permittee shall take a representative grab sample from each truck load of sewage sludge hauled during that week. These grab samples are to be mixed together and the final sample obtained from the composite. Samples should be collected from the sewage sludge being pumped into the truck or as the sewage sludge is being discharged from the truck.

Sewage Sludge Drying Beds - During the week that the composite sample is obtained, the permittee shall take a minimum of four (4) grab samples from each bed finished during that week. These grab samples are to be mixed together and the final sample obtained from the composite.

Composting or Stock Piles - The permittee shall obtain a minimum of eight (8) grab samples from the pile of finished product. These grab samples are to be mixed together and the final sample obtained from the composite.

The herein-described activity is to be extended, modified, added to, made, enlarged, acquired, constructed or installed, and operated, used and maintained strictly in accordance with the terms and conditions of this permit, with the plans and specifications submitted with Permit Application No. WV0027324, dated the 8th day of January 1997; with the plan of maintenance and method of operation thereof submitted with such application(s); and with any applicable rules and regulations promulgated by the Environmental Quality Board and the Director of the Division of Environmental Protection.

Failure to comply with the terms and conditions of this permit, with the plans and specifications submitted with Permit Application No. WV0027324, dated the 8th day of January 1997; and with the plan of maintenance and method of operation thereof submitted with such application(s) shall constitute grounds for the revocation or suspension of this permit and for the invocation of all the enforcement procedures set forth in Chapter 22, Article 11, or 15 of the Code of West Virginia.

This permit is issued in accordance with the provisions of Chapter 22, Articles 11 and 12 and/or 15 of the Code of West Virginia and is transferable under the terms of Section 11 of Article 11.

By: _____ 
Chief

BST/ rb

Appendix A

I. MANAGEMENT CONDITIONS:

Duty to Comply

- a) The permittee must comply with all conditions of this permit. Permit noncompliance constitutes a violation of the CWA and State Act and is grounds for enforcement action; for permit modification, revocation and reissuance, suspension or revocation; or for denial of a permit renewal application.
- b) The permittee shall comply with all effluent standards or prohibitions established under Section 307(a) of the CWA for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

2. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit at least 180 days prior to expiration of the permit.

3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit, which has a reasonable likelihood of adversely affecting human health or the environment.

4. Permit Actions

This permit may be modified, revoked and reissued, suspended, or revoked for cause. The filing of a request by the permittee for permit modification, revocation and reissuance, or revocation, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

5. Property Rights

This permit does not convey any property rights of any sort or any exclusive privilege.

6. Signatory Requirements

All applications, reports, or information submitted to the Chief shall be signed and certified as required in Title 47, Series 10, Section 4.6 of the West Virginia Legislative Rules.

7. Transfers

This permit is not transferrable to any person except after notice to the Chief. The Chief may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.

8. Duty to Provide Information

The permittee shall furnish to the Chief, within a reasonable specified time, any information which the Chief may request to determine whether cause exists for modifying, revoking and reissuing, suspending, or revoking this permit, or to determine compliance with this permit. The permittee shall also furnish to the Chief, upon request, copies of records required to be kept by this permit.

9. Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Chief, it shall promptly submit such facts or information.

10. Inspection and Entry

The permittee shall allow the Chief, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

- a) Enter upon the permittee's premises in which an effluent source or activity is located, or where records must be kept under the conditions of this permit;
- b) Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;
- c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the State Act, any substances or parameters at any location.

11. Permit Modification

This permit may be modified, suspended, or revoked in whole or in part during its term in accordance with the provisions of Chapter 22-11-12 of the Code of West Virginia.

12. Water Quality

The effluent or effluents covered by this permit are to be of such quality so as not to cause violation of applicable water quality standards adopted by the Environmental Quality Board.

13. Outlet Markers

A permanent marker at the establishment shall be posted in accordance with Title 47, Series 11, Section 9 of the West Virginia Legislative Rules.

14. Liabilities

- a) Any person who violates a permit condition implementing sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$10,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing sections 301, 302, 306, 307, or 308 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than 1 year, or both.
- b) Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- c) Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- d) Nothing in C.14 a), b), and c) shall be construed to limit or prohibit any other authority the Chief may have under the State Water Pollution Control Act, Chapter 22, Article 11.

II. OPERATION AND MAINTENANCE:

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls, and appropriate quality assurance procedures. Unless otherwise required by Federal or State law, this provision requires the operation of back-up auxiliary facilities or similar systems which are installed by the permittee only when the operation is necessary to achieve compliance with the conditions of the permit. For domestic waste treatment facilities, waste treatment operators as classified by the WV Bureau of Public Health Laws, W. Va. Code Chapter 16-1, will be required except that in circumstances where the domestic waste treatment facility is receiving any type of industrial waste, the Chief may require a more highly skilled operator.

2. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.

3. Bypass

- a) Definitions
- (1) "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility; and
 - (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
- b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of II.3.c) and II.3.d) of this permit.
- (1) If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten (10) days before the date of the bypass;
 - (2) If the permittee does not know in advance of the need for bypass, notice shall be submitted as required in IV.2.b) of this permit.
- d) Prohibition of bypass
- (1) Bypass is permitted only under the following conditions, and the Chief may take enforcement action against a permittee for a bypass, unless;
 - (A) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (B) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 - (C) The permittee submitted notices as required under II.3.c) of this permit.
 - (2) The Chief may approve an anticipated bypass, after considering its adverse effects, if the Chief determines that it will meet the three conditions listed in II.3.d.(1) of this permit.

4. Upset

- a) Definition. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
- b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitation if the requirements of II.4.c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
- c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
- (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in IV.2.b) of this permit.
 - (4) The permittee complied with any remedial measures required under I.3. of this permit.
- d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

5. Removed Substances

Where removed substances are not otherwise covered by the terms and conditions of this permit or other existing permit by the Chief, any solids, sludges, filter backwash or other pollutants (removed in the course of treatment or control of wastewaters) and which are intended for disposal within the State, shall be disposed of only in a manner and at a site subject to the approval by the Chief. If such substances are intended for disposal outside the State or for reuse, i.e., as a material used for making another product, which in turn has another use, the permittee shall notify the Chief in writing of the proposed disposal or use of such substances, the identity of the prospective disposer or users, and the intended place of disposal or use, as appropriate.

III. MONITORING AND REPORTING

1. Representative Sampling

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

Reporting

- a) Permittee shall submit, according to the enclosed format, a Discharge Monitoring Report (DMR) indicating in terms of concentration, and/or quantities, the values of the constituents listed in Part A analytically determined to be in the plant effluent(s). DMR submissions shall be made in accordance with the terms contained in Section C of this permit.
- b) Enter reported average and maximum values under "Quantity" and "Concentration" in the units specified for each parameter, as appropriate.
- c) Specify the number of analyzed samples that exceed the allowable permit conditions in the columns labeled "N.E." (i.e., number exceeding).
- d) Specify frequency of analysis for each parameter as number of analyses/specified period (e.g., 3/month is equivalent to 3 analyses performed every calendar month). If continuous, enter "Cont.". The frequency listed on format is the minimum required.

3. Test Procedures

Samples shall be taken, preserved and analyzed in accordance with the latest edition of 40 CFR Part 136, unless other test procedures have been specified elsewhere in this permit.

4. Recording of Results

For each measurement or sample taken pursuant to the permit, the permittee shall record the following information.

- a) The date, exact place, and time of sampling or measurement;
- b) The date(s) analyses were performed;
- c) The individual(s) who performed the sampling or measurement;
- d) The individual(s) who performed the analyses; if a commercial laboratory is used, the name and address of the laboratory;
- e) The analytical techniques or methods used, and
- f) The results of such analyses. Information not required by the DMR form is not to be submitted to this agency, but is to be retained as required in III.6.

5. Additional Monitoring by Permittee

If the permittee monitors any pollutant at any monitoring point specified in this permit more frequently than required by this permit, using approved test procedures or others as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the Discharge Monitoring Report Form. Such increased frequency shall also be indicated. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in the permit.

6. Records Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for the permit, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Chief at any time.

7. Definitions

- a) "Daily discharge" means the discharge of a pollutant measured during a calendar day or within any specified period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.
- b) "Average monthly discharge limitation" means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.
- c) "Maximum daily discharge limitation" means the highest allowable daily discharge.
- d) "Composite Sample" is a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall be two hours.
- e) "Grab Sample" is an individual sample collected in less than 15 minutes.
- f) "is" = immersion stabilization - a calibrated device is immersed in the effluent stream until the reading is stabilized.
- g) The "daily average temperature" means the arithmetic average of temperature measurements made on an hourly basis, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar month, or during the operating month if flows are of shorter duration.
- h) The "daily maximum temperature" means the highest arithmetic average of the temperatures observed for any two (2) consecutive hours during a 24 hour day, or during the operating day if flows are of shorter duration.
- i) The "daily average fecal coliform" bacteria is the geometric average of all samples collected during the month.
- j) "Measured Flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or which a relationship to absolute volume has been obtained.
- k) "Estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to pump capabilities, water meters and batch discharge volumes.
- l) "Non-contact cooling water" means the water that is contained in a leak-free system, i.e., no contact with any gas, liquid, or solid other than the container for transport; the water shall have no net poundage addition of any pollutant over intake water levels, exclusive of approved anti-fouling agents.

IV. OTHER REPORTING

1. Reporting Spills and Accidental Discharges

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties established pursuant to Title 47, Series 11, Section 2 of the West Virginia Legislative Rules promulgated pursuant to Chapter 22, Article 11.

Attached is a copy of the West Virginia Spill Alert System for use in complying with Title 47, Series 11, Section 2 of the Legislative rules as they pertain to the reporting of spills and accidental discharges.

2. Immediate Reporting

- a) The permittee shall report any noncompliance which may endanger health or the environment immediately after becoming aware of the circumstances by using the Agency's designated spill alert telephone number. A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- b) The following shall also be reported immediately:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
 - (2) Any upset which exceeds any effluent limitation in the permit; and
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Chief in the permit to be reported immediately. This list shall include any toxic pollutant or hazardous substance, or any pollutant specifically identified as the method to control a toxic pollutant or hazardous substance.
- c) The Chief may waive the written report on a case-by-case basis if the oral report has been received in accordance with the above.
- d) Compliance with the requirements of IV.2 of this section, shall not relieve a person of compliance with Title 47, Series 11, Section 2.

3. Reporting Requirements

- a) Planned changes. The permittee shall give notice to the Chief of any planned physical alterations or additions to the permitted facility which may affect the nature or quantity of the discharge. Notice is required when:
 - (1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in Section 13.7.b of Series 10, Title 47; or
 - (2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under IV.2 of this section.
- b) Anticipated noncompliance. The permittee shall give advance notice to the Chief of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- c) In addition to the above reporting requirements, all existing manufacturing, commercial, and silvicultural discharges must notify the Chief in writing as soon as they know or have reason to believe:
 - (1) That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, or any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (A) One hundred micrograms per liter (100 ug/l);
 - (B) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitro phenol; and for 2-methyl 4,6-dinitrophenol; and one milligram per liter (1 mg/l) for antimony;
 - (C) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.4.b.9 of Series 10, Title 47.
 - (D) The level established by the Chief in accordance with Section 6.3.g of Series 10, Title 47;
 - (2) That any activity has occurred or will occur which would result in any discharge (on a non-routine or infrequent basis) of a toxic which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (A) Five hundred micrograms per liter (500 ug/l);
 - (B) One milligram per liter (1 mg/l) for antimony;
 - (C) Ten (10) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.4.b.7 of Series 10, Title 47;
 - (D) The level established by the Chief in accordance with Section 6.3.g of Series 10, Title 47.
 - (3) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4.b.9 of Series 10, Title 47 and which will result in the discharge on a routine or frequent basis of that toxic pollutant at levels which exceed five times the detection limit for that pollutant under approved analytical procedure.
 - (4) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4.b.9 of Series 10, Title 47 and which will result in the discharge on a non-routine or infrequent basis of that toxic pollutant at levels which exceed ten times the detection limit for that pollutant under approved analytical procedure.

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under the above paragraphs at the time monitoring reports are submitted. The reports shall contain the information listed in IV.2.a). Should other applicable noncompliance reporting be required, these terms and conditions will be found in Section C of this permit.

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

FACILITY NAME Monongah, Town of
 LOCATION OF FACILITY Monongah, Marion County
 PERMIT NUMBER WV0027324

COMMERCIAL LABORATORY NAME
 COMMERCIAL LABORATORY ADDRESS
 OUTLET NO. 001
 WASTELOAD FOR MONTH OF _____ 19__

INDIVIDUAL PERFORMING ANALYSIS

Parameter	Quantity			Other Units			Measurement Frequency	Sample Type					
	Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum			Avg Monthly	Max Daily	Units	N.E.	
Flow, in conduit or thru treatment plant 50050	Reported												
	Permit Limitation	N/A	N/A	N/A					MGD				Measured
BOD, 5-Day (20 Deg. C) 00310	Reported												
	Permit Limitation	N/A	140.9	281.7					mg/l				1/Month
Solids, Total Suspended 00530	Reported												
	Permit Limitation	N/A	140.9	281.7					mg/l				1/Month
Nitrogen, Total Kjeldahl 00625	Reported												
	Permit Limitation	N/A	84.5	169.0					mg/l				1/Month
pH 00400	Reported												
	Permit Limitation	*****	*****	*****					SU				1/Month
Coliform, Fecal General 74055	Reported	MF	--	MPN									
	Permit Limitation	Circle	Method	Used					cnts/100ml				1/Month
	Reported												
	Permit Limitation												
Name of Principal Executive Officer										Date Completed			
Title of Officer										Signature of Principal Executive Officer or Authorized Agent			

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

FACILITY NAME Monongah, Town of
 LOCATION OF FACILITY Monongah, Marion County
 PERMIT NUMBER WV0027324 OUTLET NO. 001
 WASTELOAD FOR MONTH OF 19

COMMERCIAL LABORATORY NAME
 COMMERCIAL LABORATORY ADDRESS

INDIVIDUAL PERFORMING ANALYSIS

Parameter	Minimum	Quantity			N.E.	Other Units				Measurement Frequency	Sample Type	
		Avg Monthly	Max Daily	Units		Minimum	Avg Monthly	Max Daily	Units			N.E.
Copper, Total Recov. 01119	Reported											
	Permit Limitation	N/A	N/A	N/A		N/A	Monitor Only	mg/l	Monitor Only	1/Quarter	8 Hr Comp	
Lead, Total Recov. 01114	Reported											
	Permit Limitation	N/A	N/A	N/A		N/A	Monitor Only	mg/l	Monitor Only	1/Quarter	8 Hr Comp	
Zinc, Total Recov. 01094	Reported											
	Permit Limitation	N/A	N/A	N/A		N/A	Monitor Only	mg/l	Monitor Only	1/Quarter	8 Hr Comp	
Reported												
Permit Limitation												
Reported												
Permit Limitation												
Reported												
Permit Limitation												
Reported												
Permit Limitation												

		Date Completed
<p>I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.</p>		
Name of Principal Executive Officer		
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 SEWAGE SLUDGE MONITORING REPORT

FACILITY NAME Monongah, Town of
 LOCATION OF FACILITY Monongah, Marion County
 PERMIT NUMBER WV0027324

COMMERCIAL LABORATORY NAME _____
 COMMERCIAL LABORATORY ADDRESS _____

INDIVIDUAL PERFORMING ANALYSIS _____

19

RESULTS FOR MONTH OF _____

Parameter	Reported	Quantity				Other Units				Measurement Frequency	Sample Type	
		Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum	Avg Monthly	Max Daily			Units
Arsenic 61521	Reported											
	Permit Limitation							Monitor Only	mg/kg		1/6 Months	1 Week Comp.
Cadmium 78476	Reported											
	Permit Limitation							Monitor Only	mg/kg		1/6 Months	1 Week Comp.
Chromium 78473	Reported											
	Permit Limitation							Monitor Only	mg/kg		1/6 Months	1 Week Comp.
Copper 78475	Reported											
	Permit Limitation							Monitor Only	mg/kg		1/6 Months	1 Week Comp.
Lead 78468	Reported											
	Permit Limitation							Monitor Only	mg/kg		1/6 Months	1 Week Comp.
Mercury 78471	Reported											
	Permit Limitation							Monitor Only	mg/kg		1/6 Months	1 Week Comp.
Molybdenum 78465	Reported											
	Permit Limitation							Monitor Only	mg/kg		1/6 Months	1 Week Comp.
Name of Principal Executive Officer		I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.										Date Completed
Title of Officer												Signature of Principal Executive Officer or Authorized Agent

REPORT RESULTS IN DRY WEIGHT BASIS ONLY

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
SEWAGE SLUDGE MONITORING REPORT

FACILITY NAME Monongah, Town of
 LOCATION OF FACILITY Monongah, Marion County
 PERMIT NUMBER WV0027324

COMMERCIAL LABORATORY NAME
 COMMERCIAL LABORATORY ADDRESS

RESULTS FOR MONTH OF _____ 19__

INDIVIDUAL PERFORMING ANALYSIS

Parameter	Reported Permit Limitation	Quantity			Other Units			Measurement Frequency	Sample Type					
		Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum			Avg Monthly	Max Daily	Units	N.E.	
Nickel 78469	Reported													
	Permit Limitation							mg/kg	Monitor Only			mg/kg	1/6 Months	1 Week Comp.
Selenium 49031	Reported													
	Permit Limitation							mg/kg	Monitor Only			mg/kg	1/6 Months	1 Week Comp.
Zinc 78467	Reported													
	Permit Limitation							mg/kg	Monitor Only			mg/kg	1/6 Months	1 Week Comp.
pH 00400	Reported													
	Permit Limitation							Std. Units	Monitor Only			Std. Units	1/6 Months	Grab
Percent Solids 61553	Reported													
	Permit Limitation							Per-cent	Monitor Only			Per-cent	1/6 Months	1 Week Comp.
Magnesium 00924	Reported													
	Permit Limitation							mg/kg	Monitor Only			mg/kg	1/6 Months	1 Week Comp.
Potassium 78472	Reported													
	Permit Limitation							mg/kg	Monitor Only			mg/kg	1/6 Months	1 Week Comp.
Name of Principal Executive Officer		I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.										Date Completed		
Title of Officer		Signature of Principal Executive Officer or Authorized Agent												

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 SEWAGE SLUDGE MONITORING REPORT

FACILITY NAME Monogah, Town of
 LOCATION OF FACILITY Monogah, Marion County
 PERMIT NUMBER WV0027324
 COMMERCIAL LABORATORY NAME _____
 COMMERCIAL LABORATORY ADDRESS _____

INDIVIDUAL PERFORMING ANALYSIS _____
 RESULTS FOR MONTH OF _____ 19____

Parameter	Reported Permit Limitation	Quantity				Other Units				Measurement Frequency	Sample Type		
		Minimum	Avg Monthly	Max Daily	Units	N.E.	Minimum	Avg Monthly	Max Daily			Units	N.E.
Phosphorus 78478	Reported												
	Permit Limitation							Monitor Only	mg/kg			1/6 Months	1 Week Comp.
Calcium 00917	Reported												
	Permit Limitation							Monitor Only	mg/kg			1/6 Months	1 Week Comp.
Organic Nitrogen 00000	Reported												
	Permit Limitation							Monitor Only	mg/kg			1/6 Months	1 Week Comp.
Ammonia Nitrogen 82294	Reported												
	Permit Limitation							Monitor Only	mg/kg			1/6 Months	1/Week Comp.
Total Nitrogen 78470	Reported												
	Permit Limitation							Monitor Only	mg/kg			1/6 Months	1 Week Comp.
	Reported												
	Permit Limitation												
	Reported												
	Permit Limitation												

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name of Principal Executive Officer _____
 Title of Officer _____
 Signature of Principal Executive Officer or Authorized Agent _____
 Date Completed _____

SEWAGE SLUDGE MANAGEMENT REPORT

FACILITY NAME Monongah, Town of YEAR _____ PERMIT NUMBER WV0027324
ADDRESS P.O. Box 9119 MONTH _____ MONITORING FREQUENCY 1/6 Months
CITY Monongah ZIP 26555 LAST SAMPLE DATE _____ RESULTS ATTACHED YES/NO

Description of Pathogen Reduction Method:

Description of Vector Attraction Reduction Method:

Total sludge generated this report period: (dry tons) _____ Disposal Method _____
Sludge generated this year to date: (dry tons) _____ Name of Landfill _____
Amount of domestic septage received: (gallons) _____ Percent Solids _____

I certify under penalty of law that the management practices, vector attraction reduction requirements, and the pathogen reduction requirements of Federal regulations 40 CFR Part 503 and state sludge regulations Title 33, Series 2 have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that these requirements have been met.

I also certify that this document and all the attachments were prepared under my direction or supervision, and that this information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment.

OFFICIAL _____ TITLE _____
SIGNATURE _____ DATE _____

**EMERGENCY RESPONSE SPILL ALERT SYSTEM
WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION**

REQUIREMENTS:

Title 47, Series 11, Section 2 of the West Virginia Legislative Rules, Environmental Protection, Water Resources - Waste Management, Effective July 1, 1994.

RESPONSIBILITY FOR REPORTING:

Each and every person who may cause or be responsible for any spill or accidental discharge of pollutants into the waters of the State shall give immediate notification to the Office of Water Resources' Emergency Notification Number, 1-800-642-3074. Such notification shall set forth insofar as possible and as soon thereafter as practical the time and place of such spill or discharge, type or types and quantity or quantities of the material or materials therein, action or actions taken to stop such spill or discharge and to minimize the polluting effect thereof, the measure or measures taken or to be taken in order to prevent a recurrence of any such spill or discharge and such additional information as may be requested by the Office of Water Resources. This also applies to spills to the waters of the State resulting from accidents to common carriers by highway, rail and water.

It shall be the responsibility of each industrial establishment or other entity discharging directly to a stream to have available the following information pertaining to those substances that are employed or handled in its operation in sufficiently large amounts as to constitute a hazard in case of an accidental spill or discharge into a public stream:

- (1) Potential toxicity in water to man, animals and aquatic life;
- (2) Details on analytical procedures for the quantitative estimation of such substances in water and
- (3) Suggestions on safeguards or other precautionary measures to nullify the toxic effects of a substance once it has gotten into a stream.

Failure to furnish such information as required by Section 14, Article 11, Chapter 22, Code of West Virginia may be punishable under Section 24, Article 11, Chapter 22, and/or Section 22, Article 11, Chapter 22, Code of West Virginia.

It shall be the responsibility of any person who causes or contributes in any way to the spill or accidental discharge of any pollutant or pollutants into State waters to immediately take any and all measures necessary to contain such spill or discharge. It shall further be the responsibility of such person to take any and all measures necessary to clean-up, remove and otherwise render such spill or discharge harmless to the waters of the State.

When the Chief determines it necessary for the effective containment and abatement of spills and accidental discharges, the Chief may require the person or persons responsible for such spill or discharge to monitor affected waters in a manner prescribed by the Chief until the possibility of any adverse effect on the waters of the State no longer exists.

VOLUNTARY REPORTING BY LAW OFFICERS, U. S. COAST GUARD, LOCK MASTERS AND OTHERS:

In cases involving river and highway accidents where the responsible party may or may not be available to report the incident, law officers, U. S. Coast Guard, Lock Masters and other interested person(s) should make the report.

WHO TO CONTACT:

Notify the following number: **1-800-642-3074.**

INFORMATION NEEDED:

- | | |
|--|---------------------------------------|
| - Source of spill or discharge | - Personnel at the scene |
| - Location of incident | - Actions initiated |
| - Time of incident | - Shipper/Manufacturer identification |
| - Material spilled or discharged | - Railcar/Truck identification number |
| - Amount spilled or discharged | - Container type |
| - Toxicity of material spilled or discharged | |

RIGHT OF APPEAL

Notice is hereby given of your right to appeal the terms and conditions of this permit which you are aggrieved by the Environmental Quality Board by filing a NOTICE OF APPEAL on the form prescribed by such Board for this purpose, with the Board, in accordance with the provisions of Section 21, Article 11, Chapter 22 of the Code of West Virginia within thirty (30) days after the date of receipt of the above permit.

STATE OF WEST VIRGINIA
DIVISION OF ENVIRONMENTAL PROTECTION
OFFICE OF WATER RESOURCES
1201 GREENBRIER STREET
CHARLESTON, WV 25311

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
WATER POLLUTION CONTROL RECORD

Permit No.: WV0027324

Issue Date: July 6, 1998

Subject: Sewage Facilities

Effective Date: August 6, 1998

Expiration Date: July 5, 2003

Supersedes: Permit No. WV0027324
issued August 20, 1992

Location: Monongah
(City)

Marion
(County)

Monongahela
(Drainage Basin)

Issued to: Town of Monongah
P.O. Box 9119
Monongah, WV 26555-9119

Terms and Conditions of Permit:

For further terms and conditions see permit in file.

West Fork River (4.5 miles from its mouth) of Monongahela River

Application No.: WV0027324

Date of Application: January 8, 1997

Copies sent to: Office File, Basin Book, Env. Insp. Supv., Env. Insp.,



DIVISION OF ENVIRONMENTAL PROTECTION
1201 Greenbrier Street
Charleston, WV 25311-1088

CECIL H. UNDERWOOD
GOVERNOR

JOHN E. CAFFREY
DIRECTOR

WV/NPDES Permit No. WV0027324

NOTICE TO PERMITTEES

The 1989 regular session of the West Virginia legislature revised the Water Pollution Control Act, Chapter 20, Article 5A of the West Virginia Code by adding Section 6a (Now, Chapter 22, Article 11, Section 10). This section of the Code requires all holders of a State water pollution control permit or a national pollutant discharge elimination system permit to be assessed an annual permit fee, based upon rules promulgated by the Director of the Division of Environmental Protection. The Director promulgated regulations to this effect and the current regulations have an effective date of July 1, 1993. The regulations establish an annual permit fee based upon the relative potential to degrade the waters of the State which, in most instances, relate to volume of discharge. However, for sewage facilities, the annual permit fee is based upon the number of customers served by the facility. You may contact the Secretary of State's Office, State Capitol Building, Charleston, West Virginia 25305, to obtain a copy of the rules. The reference is Title 47, Legislative Rules of Bureau of Environment, Division of Environmental Protection, Office of Water Resources, Series 26 Water Pollution Control Permit Fee Schedule.

Based upon the volume of discharge for which your facility is currently permitted, the number of customers served by your facility or for the category you fall within, pursuant to Section 7 of Title 47, Series 26, your annual permit fee is **\$250**. This fee is due no later than the anniversary date of permit issuance in each year of the term of the permit or in the case of coverage under a general permit, the fee is due no later than the anniversary date of your coverage under the general permit. You will be invoiced by this agency at the appropriate time for the fee. Failure to submit the annual fee within one hundred and eighty(180) days of the due date will render your permit void.

UNITED STATES
DEPARTMENT OF
AGRICULTURE

RURAL
DEVELOPMENT

Federal Building, Room 320
75 High Street
Morgantown, WV 26505-7500
TELEPHONE: (304) 291-4796
FAX: (304) 291-4032
TTY/TDD: (304) 284-5941

April 11, 1997

The Honorable James Vandetta
Mayor, Town of Monongah
Municipal Building
Monongah, WV 26591

COPY

Amendment No. 1 to
Letter of Conditions

Dear Mayor Vandetta:

This letter, with attachments 1 through 10 and enclosures, amends the letter of conditions dated April 5, 1990 and further establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. 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 the Rural Utilities Service (RUS) by written amendment to this letter. Any changes not approved by RUS shall be cause for discontinuing processing of the application.

The Rural Utilities Service Water and Waste Disposal Loan and Grant Program is administered by USDA - Rural Development, formerly known as the Farmers Home Administration.

This letter is not to be considered as grant approval or as representation to the availability of funds. The docket may be completed on the basis of an RUS grant not to exceed \$500,000 and other funding in the amount of \$1,982,400, for a total project cost of \$2,482,400. The other funding is planned in the form of a loan from the West Virginia Infrastructure and Jobs Development Council. The Infrastructure loan will replace the \$1,770,000 RUS loan committed in the April 5, 1990 letter of conditions. Upon acceptance of the conditions of this letter, the RUS loan funds will be deobligated for your project.

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

Enclosed are the following:

Attachment No. 1 - Final Project Planning Factors
(All Copies)

Attachment No. 2 - Town of Monongah Grant Docket
Table of Contents (All Copies)

Attachment No. 3 - FmHA Instruction 1942-A, Section 1942.17
(Applicant Copy)

30A

- Attachment No. 4 - FmHA Instruction 1942-A, Section 1942.18
(Engineer Copy)
- Attachment No. 5 - FmHA Instruction 1942-A, Section 1942.19
(Attorney and Bond Counsel Copies)
- Attachment No. 6 - FmHA Supplemental General Conditions
(Engineer Copy)
- Attachment No. 7 - Standards for Audit of Governmental
Organizations, Programs, Activities and Functions
(Accountant's Copy)
- Attachment No. 8 - U.S. Department of Agriculture Farmers
Home Administration Audit Program, December 1989
(Accountant's Copy)
- Attachment No. 9 - Town of Monongah Sewer Treatment Contract
(Form RD 442-30) (Attorney Copy)
- Attachment No. 10 - Various other FmHA Forms as identified
on Attachment No. 2

Your documents concerning the creation of your authority are administratively acceptable; however, they will be further reviewed by our Office of the General Counsel at the time your file is forwarded for closing instructions. Any changes required by our Office of the General Counsel will be included in the closing instructions.

The conditions referred to above are as follows:

1. Professional Services - You must obtain the services of an attorney and an engineer. For your convenience, Form RD 1942-19, "Agreement for Engineering Services" and Guide 14, "Legal Services Agreement" are attached for your use. Attachment No. 1 includes the cost of these services for planning purposes.
2. 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 FmHA 1927-9, "Preliminary Title Opinion," may be used. Also, in the case of existing systems or where the Town has 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 copy of the right-of-way easements for any rights-of-way needed on private lands. Form RD 442-20, "Right-of-Way Easement," may be used. Each easement need not be provided this office; however, each must be available for review. A copy of the easement being used must be provided.
 - e. A certification and legal opinion relative to title to rights-of-way and easements. Form FmHA 442-21, "Right-of-Way Certificate," and Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way," may be used. These forms 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, new Forms, FmHA 442-21 and RD 442-22, must be provided which do not provide for any exceptions.
 - f. On the day of grant closing, the Town's attorney must furnish final title opinions on all land(s) being acquired. Form FmHA 1927-10, "Final Title Opinion" may be used. In the case of existing systems 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 grant closing.
3. 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 (formerly DNR)
 - Public Land Corporation
4. Public Service Commission Approvals and Rates - You must determine that the Certificate of Convenience and Necessity which you now have from the Public Service Commission of West Virginia is adequate to cover the entire area to be served by the proposed system. If it is not adequate, a new certificate must be obtained and a copy provided for RUS. If it is

determined the Town's present certificate is adequate, written evidence of that fact must be provided RUS. The Town must properly develop, adopt, and promulgate the required rates in accordance with the applicable provisions of Article I, Chapter 24 of the Code of West Virginia, as amended, and to the satisfaction of your bond counsel. The rate ordinance as adopted must include, as a minimum, all the rate related items (everything except project costs section, the use analysis section, and the operation and maintenance expense breakdown section) contained in the attached project planning factors (Attachment No. 1). The draft rate ordinance must be provided for RUS review and concurrence prior to its adoption.

5. Audit Requirements - The Town must provide an audit in accordance with generally accepted government auditing standards (GAGAS) using the publication "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" and "U.S. Department of Agriculture Farmers Home Administration Audit Program, December 1989." The audit must satisfy the provisions of OMB Circular A-128 and a copy must be provided to this office within 13 months from the end of the Town's fiscal year. The OMB Circular A-128 audit requirements only apply to the year(s) in which grant funds are received by the Town.
6. Insurance and Bonding Requirements - The Town must obtain, or provide evidence it already has a position fidelity bond(s) for all persons entrusted with the receipt and/or disbursement of the grant funds. The amount of coverage should be for the maximum amount of funds to be under the control of that position at any one time.
7. You are, have been or may be approved to become, a recipient of Federal financial assistance from the United States Department of Agriculture. In the case of Paralyzed Veterans of America, et al, Plaintiff, V. William French Smith, et al, Defendants, United States District Court, Central District of California, No. 79-1979 WPG, the Honorable William P. Gray ordered the United States Department of Agriculture to notify you that as a recipient of such assistance you are required to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794), even though the United States Department of Agriculture has not yet issued final regulations implementing Section 504 of the Rehabilitation Act.

Section 504 of the Rehabilitation Act is designed to assure that those who receive Federal financial assistance will not discriminate against handicapped persons. It provides in relevant part as follows:

"No otherwise qualified handicapped individual in the United States. . . shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Effective June 3, 1977, the Department of Health and Human Services issued final regulations implementing Section 504 as it applies to recipients of Federal financial assistance from that agency (45 C.F.R. Part 84). You may look to the HHS regulation for guidance as to your obligation under Section 504 of the Rehabilitation Act.

8. Contract Documents, Final Plans and Specifications:

a. The contract documents should consist of the following:

- (1) FmHA Instruction 1942-A, Guide 19, "Agreement," and Attachments 1-9 (Attachment No. 4) or other agreement approved by RUS.
- (2) FmHA Supplemental General Conditions (Guide 18, 4-6-92 Revised WV). One copy of this item is attached hereto (Attachment No. 6). Additional copies must be reproduced by the engineer.

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.) FmHA Guide 18 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.

9. Disbursement of Funds - The RUS funds will be advanced as they are needed in the amount(s) necessary to cover RUS's proportionate share of any disbursements required of your Town, over 30 day periods. Any funds not disbursed immediately upon receipt must be deposited in an interest bearing account in accordance with OMB Circular A-133. Interest earned on these funds must be remitted promptly, at least quarterly, to the Rural Utilities Service. 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.
10. Sewage Treatment Contract - You propose to purchase sewage treatment from the City of Fairmont; therefore, you must enter into a Sewage Treatment Contract. Form RD 442-30, Water Purchase Contract, may be used as a guide.
11. Other Funds - Prior to advertisement for construction bids, you must provide evidence showing the approval of the other funds. This evidence should include a copy of the loan commitment. Prior to award of the contract(s) to the contractor(s), you must provide evidence that the "other" funds are available for expenditure. This evidence should consist of at least a letter from the lender stating the funds are available for expenditure.
12. At a properly called meeting, you must adopt and properly execute the following forms, and minutes showing the adoption must be provided:
 - Form FmHA 442-7 - "Operating Budget"
 - Form FmHA 1940-1 - "Request for Obligation of Funds"
 - Form FmHA 1942-31 - "Association Water or Sewer System Grant Agreement"
 - Form FmHA 400-1 - "Equal Opportunity Agreement"
 - Form FmHA 400-4 - "Assurance Agreement"
 - Form AD 1047 - "Certification Regarding Debarment - Primary"
 - Form AD 1049 - "Certification Regarding Drug-Free Workplace"
 - FmHA Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans"
 - Standard Form LLL - "Disclosure of Lobbying Activities" (If Applicable)
13. The enclosed Grant Processing Checklist (Attachment No. 2) outlines the items needed to complete the grant docket. All the items listed must be included in the grant docket when it is forwarded to the USDA - Rural Development State Office with a request for grant closing instructions to be issued.
14. Upon receipt of the 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 grant approval have been satisfied, grant 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 grant can be closed. When all parties agree that the closing requirements can be met, a mutually acceptable date for the grant closing will be scheduled.

Attached is a copy of Form FmHA 1942-31, "Association Water and Sewer System Grant Agreement," for your review. You will be required to execute a completed form at the time of grant closing.

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.

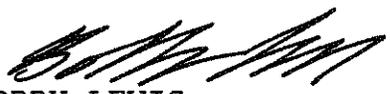
In accordance with the intent of Congress as expressed in the FY 1997 Appropriations Act, recipients of Water and Waste assistance provided by the Rural Utilities Service are encouraged, in expending the assistance, to purchase only American-made equipment and products.

Please complete and return the enclosed Form FmHA 1942-46, "Letter of Intent to Meet Conditions," if you desire further consideration be given your application.

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 grant closing within the six-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,



BOBBY LEWIS
State Director

Enclosures

cc: Administrator, RUS
ATTN: Water and Waste
Disposal Division
Washington, DC

Rural Development Specialist
Elkins, WV

Thorp, Liotta and James
Attorneys at Law
Fairmont, WV

Chapman Technical Group
St. Albans, WV

Attachment No. 1 to Letter of Conditions
 Dated: April 11, 1997
 For: Town of Monongah

Project Planning Factors

The following estimates are to be used as a basis for project planning and must not be changed without prior approval of RUS:

<u>Project Costs</u>	<u>RUS Grant</u>	<u>Infra. Loan</u>	<u>Total</u>
Administration	\$ 4,000	\$ 16,000	\$ 20,000
Construction	380,000	1,521,000	1,901,000
Construction Contg.	38,000	152,200	190,200
Land and Rights	3,000	12,000	15,000
Legal Fees	2,000	8,000	10,000
Engineering Fees	56,000	224,000	280,000
Basic \$140,000			
Insp. 90,000			
Spec. 50,000			
Bond Counsel	3,000	12,000	15,000
Step I Loan Repayment	-0-	12,070	12,070
Project Contg.	14,000	25,130	39,130
	-----	-----	-----
TOTALS	\$500,000	\$1,982,400	\$2,482,400

Rates

Minimum Charge

Available for general domestic, commercial and industrial service.

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

First	2,500 gals.	@ \$5.96 per M gals.
Next	12,500 gals.	@ \$5.42 per M gals.
Next	35,000 gals.	@ \$4.66 per M gals.
Over	50,000 gals.	@ \$4.12 per M gals.
5/8" x 3/4" meter	- \$	14.90 per month
3/4" meter	- \$	22.35 per month
1" meter	- \$	37.25 per month
1 1/2" meter	- \$	74.50 per month
2" meter	- \$	119.20 per month
3" meter	- \$	223.50 per month
4" meter	- \$	372.50 per month
6" meter	- \$	745.00 per month
8" meter	- \$	1,192.00 per month

(Minimum Monthly Bill \$14.90 for 2,500 gallons)

Delayed Payment Penalty

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

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

Connection Charge

Prior to Construction - \$150.00

After the start of construction, there shall be a charge of \$250.00 for connection to the system.

Reconnection Charge

\$20.00

Use and Income Analysis

223 users @	2,500 gallons @	\$ 14.90 per user =	\$3,322.70 monthly
68 users @	3,000 gallons @	\$ 17.61 per user =	\$1,197.48 monthly
79 users @	4,000 gallons @	\$ 23.03 per user =	\$1,819.37 monthly
68 users @	5,000 gallons @	\$ 28.45 per user =	\$1,934.60 monthly
52 users @	6,000 gallons @	\$ 33.87 per user =	\$1,761.24 monthly
31 users @	7,000 gallons @	\$ 39.29 per user =	\$1,217.99 monthly
22 users @	8,000 gallons @	\$ 44.71 per user =	\$ 983.62 monthly
12 users @	9,000 gallons @	\$ 50.13 per user =	\$ 601.56 monthly
5 users @	10,000 gallons @	\$ 55.55 per user =	\$ 277.75 monthly
2 users @	12,000 gallons @	\$ 66.39 per user =	\$ 132.78 monthly
1 users @	13,000 gallons @	\$ 71.81 per user =	\$ 71.81 monthly
1 users @	14,000 gallons @	\$ 77.23 per user =	\$ 77.23 monthly
1 users @	19,000 gallons @	\$101.29 per user =	\$ 101.29 monthly
1 users @	27,000 gallons @	\$138.57 per user =	\$ 138.57 monthly
1 users @	29,000 gallons @	\$147.89 per user =	\$ 147.89 monthly
2 users @	37,000 gallons @	\$185.17 per user =	\$ 370.34 monthly
2 users @	42,000 gallons @	\$208.47 per user =	\$ 416.94 monthly
1 users @	233,000 gallons @	\$999.71 per user =	\$ 999.71 monthly

572 Total Users

\$15,572.87 Monthly Revenue x 12 = \$186,874.44 Annual Revenue

UNITED STATES DEPARTMENT OF AGRICULTURE
 RURAL UTILITIES SERVICE
 Table of Contents
 Grant for
 Water and Sewer Systems

<u>Form No.</u>	<u>Document or Action</u>	<u>No. Needed</u>	<u>Proced. Ref.</u>	<u>Respons. Party</u>	<u>Target Date</u>	<u>Date Rec'd</u>	<u>File Pos.</u>
SF 424	Application for Federal Assistance	0 & 2	1942.2 (a) (1)	App.		Have	3
	Regional Planning & Development Council Review	2	1942.2 (a) (1)	App.		Have	3
	State Clearing-house Review or IJDC Review	2	1942.2 (a) (1)	App.		Have	3
Guide 7/8	Preliminary Engr. Report	2	1942.18 (c)	Engr.		Have	6
	Audit for last year of operation	1	1942.17 (h)	App./Att.		Have	1
AD 1049	Certification Regarding Drug-Free Workplace	1	1940-M 1940.606 (b) (2)	App.		<i>Have</i>	5
	Minutes Adopting Drug-Free Workplace Program	1	LOC	App.			5
	Organizational Documents	1	1942.17 (b) (4)	App./Att.		Have	5
1940-20	Request for Env. Info.	2	1942.17 (j) (7)	App./Eng.		Have	3
	Env. Assessment for Class II Actions (Exhibit H, 1940-G)	2	1942.17 (j) (7)	RUS		Have	3

<u>Form No.</u>	<u>Document or Action</u>	<u>No. Needed</u>	<u>Proced. Ref.</u>	<u>Respons. Party</u>	<u>Target Date</u>	<u>Date Rec'd</u>	<u>File Pos.</u>
	Statement from State Historical Preservation Office	2	1940.304 (d)	App.		Have	3
	Comments from Dept. of Commerce, Labor & Environ. Resources (DEP)	2	1940.304 (d)	App.		Have	3
	Comments from U.S. Fish & Wildlife Service (Endangered Species)	2	1940.304 (d)	App.		Have	3
	Comments from U.S. Forest Service (Wild & Scenic Rivers)	2	1940.304 (d)	App.		Have	3
	Comments from Advisory Council on Historic Preservation	2	1940.304 (d)	App.		Have	3
	Brief Stmt. telling how facility will be operated	1	1942.17 (b) (3)	App.		Have	5
	Copy of Existing Rate Tariff	2	1942.17 (h)	App.		Have	8
	Bill analysis for existing system(s)	2	1942.17 (h) (2)	App./ Engr./ Acct.		Have	8
	Projected Bill analysis for new users	2	1942.17 (h) (2)	App./ Engr./ Acct.		Have	8
	Statement reporting the <u>total</u> number of <u>potential</u> users		1942.17 (h) (2) (i) (A)	App./ Engr./ Acct.		Have	8

<u>Form No.</u>	<u>Document or Action</u>	<u>No. Needed</u>	<u>Proced. Ref.</u>	<u>Respons. Party</u>	<u>Target Date</u>	<u>Date Rec'd</u>	<u>File Pos.</u>
	Breakdown of sewer cost to show treatment, collection, elig. and inelig.	2	1942-A Guide 8	Engr.		Have	8
1942-19	Agreement for Engineering Services	3	1942.17 (1) (1)	App./Engr.			6
	Legal Services Agreement		Guide 14 1942.17 (1) (1)	App./Engr.			5
	Survey conducted by uninterested party to determine MHI	1	1942-17 (f) (6)	App./RUS		Have	3
	S/O concurrence in results of survey to determine MHI	1	1942-H 1942.356 (b) (7)	RUS-S/O		Have	3
	Documentation on Service Area	1	1942.5 (a)	RUS		<i>Have</i>	3
	Written Certification from Applicant that "Other" credit is <u>NOT</u> available	2	1942.17 (b) (3)	App.		<i>Have</i>	3
	RUS determin. on the availability of other credit	2	1942.17 (b) (3)	RUS		<i>Have</i>	3
	Documentation from lender(s) regarding the availability of other credit	2	1942.17 (b) (3)	RUS		<i>Have</i>	3
	Documentation on Historical and Archaeological Assessments	2	1901-F 1901.255 (2)	RUS		<i>Have</i>	3

<u>Form No.</u>	<u>Document or Action</u>	<u>No. Needed</u>	<u>Proced. Ref.</u>	<u>Respons. Party</u>	<u>Target Date</u>	<u>Date Rec'd</u>	<u>File Pos.</u>
	Copy of Certification of Publication and related Environmental Information	2	1940-G 1940.331(c)	App.			3
	Project Planning Factors	4	S/Office	RUS		Have	3
1942-51	Grant Determination	3	1942-H 1942.364	RUS		Have	2
	Finding of No Significant Impact (FONSI)	2	1940-G 1940.314	RUS		Have	3
	Evidence of Public Meeting Minutes	2	1942.17 (j) (9)	App.			3
AD 622	Notice of Preapplication Review	0 & 3	1942.17 (m) (4)	RUS		Have	3
FmHA Inst. 1940-Q Exh. A-1	Certification for Contracts, Grants and Loans	0 & 1	1940-Q	App.		<i>Have</i>	5
SF LLL	Disclosure of Lobbying Activities	0 & 1	1940-Q Exh. A	App.		<i>N/A</i>	5
1942-45	Project Summary	0 & 2	1942.5 (a) (1)	RUS		Have	1
442-3	Balance Sheet	0 & 1	1942.17(h)	App.		<i>Have</i>	1
442-7	Operating Budget	0 & 2	1942.17(h)	App.		<i>Have</i>	3
1942-14	Project Fund Analysis	0 & 4	1942.5(c)	RUS		Have	2
Guide 26	CP Program Project Selection Criteria	2	1942-A	RUS		<i>Have</i>	2
	Letter of Conditions	7	1942.5(c)	RUS		Have	3

<u>Form No.</u>	<u>Document or Action</u>	<u>No. Needed</u>	<u>Proced. Ref.</u>	<u>Respons. Party</u>	<u>Target Date</u>	<u>Date Rec'd</u>	<u>File Pos.</u>
1942-46	Letter of Intent to Meet Conditions	2	1942.5 (c)	App.		<i>Have</i>	3
1940-1	Request for Obligation of Funds	4	1942.5 (c) (3)	RUS/App.		Have	2
1942-31	Association Water or Sewer System Grant Agreement	2	1942-H 1942.367 (f)	RUS/App.			2
	Evidence of "Other" Funds	1	1942.17 (n) (6)	App.			2
AD 1047	Certification Regarding Debarment (Primary)	1	1940-M 1940.606 (b) (1)	App.		<i>Have</i>	5
AD 1048	Certification Regarding Debarment (Contractor)	1 ea	1940-M 1940.606 (b) (1)	All Appropriate Vendors			5
	Right-of-Way Map	1	Form FmHA 1942-19	Engr.			Sep. File
	Deeds and/or Options		1942.17(j) (4) (i)	App./Att.			
1927-9	Preliminary Title Opinion	1	1942.17 (j) (4) (i)	App./Att.			5
1927-10	Final Title Opinion	1	1942.17 (j) (4) (i)	App./Att.			5
	Narrative Opinion from Attorney	1	LOC	Att.			5
442-20	Right-of-Way Easement	1	1942.17 (j) (4) (i)	App.			5
442-21	Right-of-Way Certificate	1	1942.17 (j) (4) (i)	App.			5
442-22	Opinion of Counsel Relative to R/Way		1942.17 (j) (4) (i)	Att.			5

<u>Form No.</u>	<u>Document or Action</u>	<u>No. Needed</u>	<u>Proced. Ref.</u>	<u>Respons. Party</u>	<u>Target Date</u>	<u>Date Rec'd</u>	<u>File Pos.</u>
	Copy of PSC Rule 42 Exh.	1	State	Att./Acct.			3
	Agreement with Accountant	1	1942.17 (l) (1)	App./Acct.			6
442-30	Sewer Treatment Contract	1	1942.18 (f)	App./Att.			5
400-1	Equal Opportunity Agreement	1	1942.17 (n) (2) (x)	App.		Have	6
400-4	Assurance Agreement	1	1942.17 (n) (2) (x)	App.		Have	3
	OGC Closing Instructions	1	1942.17 (n) (4)	RUS			5
	S/O Closing Instructions	1	1942.17 (n) (4)	RUS			5
	DOH Permit	1	1942.17 (k)	App.			6
	Railroad Permits	1	1942.17 (k)	App.			6
	Public Land Corp. Permit	1	1942.17 (k)	App.			6
	Contract Documents, Plans and Specs.	2	1942.18	Engr.			Sep. File
	Dept. of Health Approval	1	1942.17 (k)	Engr.			6
	Dept. of Environmental Protection Permit	1	1942.17 (k)	Engr.			6
400-8	Comp. Review	1	1901-H 1901.204	RUS			5
1924-16	Record of Preconstruction Conference	1	1942.18 (o) (1)	RUS/Engr.			6

<u>Form No.</u>	<u>Document or Action</u>	<u>No. Needed</u>	<u>Proced. Ref.</u>	<u>Respons. Party</u>	<u>Target Date</u>	<u>Date Rec'd</u>	<u>File Pos.</u>
	Bid Tabulation	1	1942.18 (k)	Engr.			6
	Recommendation of Award	1	1942.18 (j) (8)	Engr.			6
	Recommendation of Award	1	1942.18 (j) (8)	App.			6
	Contract Documents with required Ins. and Bonds	2		App./Engr.			Sep. File
	Resume' of Inspector	1	1942.18 (o) (3)	Engr.			6
440-24	Fidelity Bond	1	1942.17 (j) (3) (ii)	App.			7
	OGC Final Opinion	1	1942.17 (o) (4)	RUS			5

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

COPY

ASSOCIATION WATER OR SEWER SYSTEM GRANT AGREEMENT

THIS AGREEMENT dated _____, 19____, between
Town of Monongah

a public corporation organized and operating under Chapter 16, Article 13 of the West
Virginia Code
(Authorizing Statute)

herein called "Grantee," and the United States of America acting through the Farmers Home Administration, 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 its jurisdiction at an estimated cost of \$ 2,482,400.00 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 1,982,400.00 of the development costs through revenues, charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 1,982,400.00 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 500,000.00 or 75 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.

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to Section 306 (a) of the Consolidated Farm and Rural Development Act for the purpose only of defraying a part not to exceed 75 percent of the development costs, as defined by applicable Farmers Home Administration 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. Comply with any 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.
- D. Comply with all applicable state and federal laws and regulations and manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.
- E. 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 ~~the Board of Public Service Commissioners~~ ordinance and approved by the PSC of WV, 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.

Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0575-0074), Washington, D.C. 20503.

F. 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.

G. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.

H. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.

I. To execute Forms FmHA 400-1, "Equal Opportunity Agreement," and FmHA 400-4, "Assurance Agreement," and any other agreements required by Grantor which Grantee is legally authorized to execute. If any such forms have been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this Grant, another form of the same type need not be executed in connection with this Grant.

J. Upon any default under its representations or agreements set forth in this instrument, or in the instruments incident to the awarding of the grant, Grantee, at the option and demand of Grantor, to the extent legally permissible, will repay to grantor forthwith the original amount of the grant received with the interest accruing thereon from the date of default at the market rate for water and waste disposal loan assistance in effect on the date hereof or at the time the default occurred, whichever is greater. 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 of 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.

K. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.

L. 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 Grantor 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 and pay the Federal Government an amount computed by applying the Federal percentage of participation in the cost of the original project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sale proceeds). 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.

(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.

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

The sewage system and all appurtenances thereto to the Town of Monongah, and all lands and rights-of-way associated therewith.

M. Abide by the following conditions pertaining to nonexpendable personal property which is furnished by the Grantor or acquired wholly or in part with grant funds. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit. A Grantee may use its own definition of nonexpendable personal property provided such definition would at least include all tangible personal property as defined above.

1. Use of nonexpendable property.

(a) The Grantee shall use the property 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 property in connection with its other Federally sponsored activities, if any, in the following order of priority:

(1) Activities sponsored by FmHA.

(2) Activities sponsored by other Federal agencies.

(b) During the time that nonexpendable personal property 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 property was originally acquired. First preference for such other use shall be given to FmHA sponsored projects. Second preference will be given to other Federally sponsored projects.

2. Disposition of nonexpendable property. When the Grantee no longer needs the property as provided in paragraph (a) above, the property may be used for other activities in accordance with the following standards:

(a) Nonexpendable property with a unit acquisition cost of less than \$1,000. The Grantee may use the property for other activities without reimbursement to the Federal Government or sell the property and retain the proceeds.

(b) Nonexpendable personal property with a unit acquisition cost of \$1,000 or more. The Grantee may retain the property 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 of the property. If the Grantee has no need for the property and the property has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the property can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the property 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 property exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee request 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 property 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 \$100 or ten percent of the proceeds, whichever is greater, for the Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the property elsewhere the Grantee shall be reimbursed by the benefitting 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 property, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the property, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for nonexpendable personal property shall also include:

(a) Property records which accurately provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; percentage (at the end of budget year) of Federal participation in the cost of the project for which the property was acquired; location, use and condition of the property 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 property shall be taken and the results reconciled with the property records at least once every two years to verify the existence, current utilization, and continued need for the property.

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

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

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

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

NONE

N. 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.

O. 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 copies 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.

P. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

Q. Provide an audit report prepared in sufficient detail to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

R. Agree to account for and to return to Grantor interest earned on grant funds pending this disbursement for program purposes when the Grantee is a unit of local government or a nonprofit organization. States and agencies or instrumentalities of states shall not be held accountable for interest earned on grant funds pending their disbursement.

S. 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 items K and L above.

T. 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.

U. In construction contracts in excess of \$2,000 and in other contracts in excess of \$2,500 which involve the employment of mechanics or laborers, to include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5).

V. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act (42 U.S.C. §1875C-9) 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. Such regulations and guidelines can be found in 40 CFR 15.4 and 40 FR 17126 dated April 16, 1975. In so doing the Contractor further agrees:

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 15.20 as of the date of contract award.

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.

W. The following clause is applicable to nonprofit organizations:

As a condition of this Grant or Cooperative Agreement, the recipient 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 in this Agreement by reference, and such statutory provisions as are specifically set forth herein.

GRANTOR AGREES THAT IT:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 500,000.00

which it will advance to Grantee to meet not to exceed 75 percent of the 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

ized Mayor

and attested and its corporated seal affixed by its duly authorized Recorder

ATTEST:

By _____

Recorder
(Title)

By _____

Mayor
(Title)

UNITED STATES OF AMERICA
FARMERS HOME ADMINISTRATION

By _____

DARREL D. LIPSCOMB
Rural Development Specialist
(Title)



**Chapman
Technical
Group**

Engineers
Architects
Interior Designers
Landscape Architects

February 3, 1998

Ms. Sandra Neal, Executive Secretary
West Virginia Public Service Commission
201 Brooks Street
Post Office Box 812
Charleston, West Virginia 25323

Re: Town of Monongah WWSI
Case No. 97-1636-S-CN

Dear Ms. Neal:

On behalf of the Town of Monongah, we are providing the Commission with an executed copy of the agreement between the City of Fairmont and the Town of Monongah for sewage treatment and disposal in conjunction with the above-referenced case.

Should you have any questions or need any additional information regarding this matter, please contact the Town's local counsel, Mr. Jim Liotta, or the writer at your earliest convenience.

Sincerely,

CHAPMAN TECHNICAL GROUP

Robert G. Belcher, P.E.
Vice-President, Environmental Engineering

cc: Town of Monongah
Jim Liotta, Counsel

RGB/rbf
97031/PSC.ltr

257

**CONTRACT
FOR TREATMENT BY THE CITY OF FAIRMONT
OF SEWAGE FROM
THE TOWN OF MONONGAH**

THIS CONTRACT made as of the 25TH day of DECEMBER, 1997 by and between the CITY OF FAIRMONT, a municipal corporation, hereinafter designated as CITY, the SANITARY SEWER BOARD OF THE CITY OF FAIRMONT, hereinafter designated as BOARD, and the TOWN OF MONONGAH, a political subdivision of Marion County, State of West Virginia, hereinafter designated as TOWN.

WITNESSETH THAT:

WHEREAS, the State of West Virginia has ordered and directed the CITY to install secondary treatment facilities and necessary interceptors and pumping facilities in connection therewith; and

WHEREAS, the CITY, acting through the BOARD, has upgraded its facilities so as to provide secondary treatment to meet State and Federal requirements of eligibility for construction grant aid as set forth in PL 92-500, Title 40, Chapter 1, Subchapter B, Part 35, State and Local Assistance, and amendments thereto; and

WHEREAS, the TOWN is presently in the process of planning a sewer system to abate the discharge of sewage into streams in the TOWN and its area of service and,

WHEREAS, the TOWN desires to connect to the sewer system of the CITY at mutually agreed upon locations along the West Fork River, and to have its sewage treated by the CITY in accordance with applicable water quality standards; and

WHEREAS, it is the intent of the parties hereto, that the CITY shall accept sewage from the TOWN and transport it to the CITY'S treatment plant for treatment in accordance with the standards established in the CITY'S NPDES permit and in such a manner that the TOWN will be held harmless in any second party action relating to effluent quality, and

WHEREAS, it is the intent and purpose of the parties hereto to comply with all regulations to abate pollution in their respective areas and to cooperate with each other, and with the State and Federal Authorities to reduce and prevent pollution of the streams and waterways, thereby protecting the health of the Inhabitants and serving the public health and welfare of all;

NOW THEREFORE, in consideration of these recitals, the parties hereto agree to proceed in cooperation with each other, and to use their best efforts to plan, finance, construct and operate sewage facilities which will accomplish the aforesaid objectives according to the following terms, conditions and considerations:

1. All acts required of the CITY by reason of this CONTRACT shall be for and on behalf of the CITY by the BOARD which shall have sole authority over the construction and operation of the CITY'S sewage facilities. The BOARD shall perform all acts and make all such rules and regulations as may be necessary from time to time for the proper and efficient operation of the sewage facilities for the benefit of the CITY, the TOWN and other users.

2. The TOWN intends to plan and cause to be constructed at its sole cost, a transmission line to transport the TOWN'S sewage flow to the CITY, and to undertake a rehabilitation project within its existing system, all in accordance with current and future guidelines as promulgated by Federal and State Authorities. It is the present intention of the parties that the TOWN will be responsible for the maintenance and operation of its sewer system and that the TOWN will establish user charges sufficient at all times to pay when due, proper charges for service rendered by the CITY to the TOWN.

3. The Town of Monongah shall purchase a flow meter to be located near the point of connection with the City of Fairmont Sanitary Sewer Board System at or near the Westchester lift station. The City of Fairmont Sanitary Sewer Board System shall be owner of the flow meter and be responsible for the continued operation and maintenance of said flow meter along with future replacements as required.

4. The charges made to the TOWN by the BOARD for providing the services contemplated hereunder shall be, in the first instance established by the BOARD in accordance with fair cost accounting and allocation principles, with the objective that the BOARD will recover from the TOWN its costs, both capital (including required bond service coverages) and operating, incurred in making service available and providing service to the TOWN, without requiring other users of the CITY sewer system to subsidize capital or operating costs incurred by the BOARD for the purpose of serving the TOWN. Initially, rates charged by the BOARD to the TOWN will be established and subsequently amended from time to time as necessary pursuant to the provisions of Chapter 16, Article 13 and Chapter 24, Article 2 of the West Virginia Code, as amended. All such rates, when established in accordance with procedures promulgated by the Legislature of the State of West Virginia, and of any regulating or other agency or authority having jurisdiction in such matters, shall automatically, upon proper adoption and notice to the TOWN, become an amendment to the CONTRACT without further action by the parties hereto.

In determining said charges, the following provisions shall apply:

a. The TOWN will pay a proportionate share of the capital costs (Including bond service coverages) for the treatment plant. The TOWN shall pay capital costs based on design flows as a percentage of plant capacity.

b. The reserved capacity and percentage for capital cost sharing between all parties using the plant shall be done as follows:

<u>Parties</u>	<u>Reserved</u>	<u>Actual Percentage</u>	<u>Cost Share Percentage</u>
Fairmont	7.15	79.44%	79.96%
Barrackville	0.32	3.56%	3.47%
Kingmill Valley PSD	0.57	6.33%	6.18%
Monongah	0.20	2.22%	2.17%
Paw Paw PSD	0.50	5.56%	5.42%
Whitehall PSD	0.26	2.89%	2.82%
Total	9.00	100.00%	100.00%

c. The proportionate share paid by the TOWN for operation and maintenance costs will be based on actual sewage flows. The TOWN'S flow will be metered and compared to the total flow treated at the BOARD'S treatment plant. Said operating costs are defined as the cost of all labor, power, chemicals, vehicle expenses, maintenance, repair, replacement, improvement and administrative expenses.

d. The BOARD will bill the TOWN on a monthly basis for these services. The amount of this bill will initially be based on projected flows until actual flow data is available.

e. The total annual cost paid by the TOWN to the BOARD will be adjusted at the end of the first year to account for actual vs. projected flows and actual vs. projected costs.

f. The BOARD will provide the TOWN with financial reports verifying the costs of operation and maintenance items and the flows treated at the plant.

g. The account numbers used in calculating Monongah's share of treatment expense shall be:

- 228 - Taxes Accrued
- 741 - Operation, Supervision & Engineering
- 742 - Operation Labor
- 743-1 - Supplies & Expenses
- 743-2 - Chemical Treatment Expenses
- 744 - Maintenance Supervision & Engineering
- 745 - Maintenance of Structures & Improvement
- 746 - Maintenance of Treatment & Disposal System Equipment
- 795 - Special Services
- 797 - Regulatory Commission Expenses
- 798 - Insurance
- 799 - Injuries & Damages
- 800-1 - Employee's Welfare Expenses
- 800-2 - Pensions

h. Any adjusted amount due or receivable upon completion of the annual review of expenses shall be prorated over three months.

i. The CITY and the BOARD will, after service to the TOWN is in effect, provide the TOWN, at least annually, with:

- (I) A copy of the BOARD'S annual report filed with the Public Service Commission of West Virginia.
- (II) A copy of audited financial statements as the CITY provides for holder of revenue bonds issued by the CITY, payable from revenues of its sewer system.
- (III) A copy of all reports of audit of the BOARD'S records prepared by the BOARD'S auditors or by State or Federal Auditors.

The cost of preparing these documents will be allocated to the TOWN and to other users of the CITY'S sewer system in accordance with sound public utility accounting principles. Upon the request of the TOWN, the BOARD will cause to be made such other and additional financial information as the TOWN may reasonable request, but at the sole cost of the TOWN.

5. Each of the parties intend to proceed to cause plans and specifications to be developed for its respective facilities, in cooperation with each other; to seek appropriate regulatory approvals; to seek such federal or other grants and aid as may be available; to plan for the financing of capital costs which are not met by grants in aid; and, at the appropriate time, to seek a Certificate of Convenience and Necessity from the Public Service Commission of West Virginia and such approval of rates as may be necessary to finance these projects and to provide monies for the operating and maintenance costs which will be associated therewith so as to provide service as follows:

- (I) By the TOWN to its customers.
- (II) By the BOARD to its customers, including the TOWN.

6. It is recognized by the parties hereto that the BOARD will be operating the BOARD'S major pumping and treatment facilities for its own benefit and for the benefit of the TOWN and other users of the BOARD'S facilities, and, therefore, the parties hereto further agree that the following rights and duties shall be imposed upon the BOARD and the TOWN to insure the harmonious coordination of the two projects and to provide the BOARD with the necessary means by which it can verify the proper construction of all facilities contributing sewage to its treatment plant, regulate the quality of sewage being delivered to the BOARD for treatment, prohibit the introduction of unacceptable wastes into its system, and to require the TOWN to immediately take such corrective action as may be necessary to bring it to compliance with the BOARD'S rules, regulation and quality standards.

(I) Rules - The BOARD shall from time to time promulgate rules and regulation regarding the quality of sewage it will treat; and the TOWN shall at all times comply with these regulations (including the Fairmont Sanitary Board's Pretreatment Program and the City of Fairmont Ordinance 602); provided, however, that the BOARD shall adopt no quality standard that discriminates against the TOWN or which is more restrictive than is necessary for the proper operation of its plan within its limits of design. Said rules presently include the following:

- a. The Town shall supply to the Board a current listing of the names and addresses of all industrial and/or commercial users on its system on or before December 31 of each year.
- b. The Town shall notify the Board thirty (30) days prior to the approval and/or installation of any industrial and/or commercial sewer tap.
- c. The Town shall adopt Article 923 (Sewer Discharge Control) of the code of the City of Fairmont, a copy of which is attached hereto, within sixty (60) days from this date. Any amendments and modifications to said Article shall likewise be adopted by the Town within sixty (60) days from the date of such amendment or modification by the City/Board.
- d. In the event that the Town seeks to amend and modify this contract, the Town must notify the City/Board sixty (60) days prior the adoption of such amendment and modification to allow the City/Board to review and approve same.
- e. In event that the Town accepts sewage and wastewater from areas outside its service area, such outlying area shall enter into and be bound by the terms of the interjurisdictional agreement between the City/Board and Town.
- f. The Town shall designate and authorize the Board to act as its agent in the implementation and enforcement of all provisions of any said ordinance relating to sewer discharge control.

(II) Inflow and Infiltration - The TOWN shall conduct a Sewer System Evaluation Survey (SSES) of its existing sewers, and, to the extent that such survey shows it to be cost effective to do so, all inflow from roof drains, surface drains, storm sewers, catch basins and other structures which may be a source of inflow into the TOWN'S system shall be excluded therefrom.

(III) Review of Plans and Specifications - The TOWN shall coordinate its design with the BOARD'S engineer. At the time it submits its plans to the reviewing agencies for review, the TOWN shall provide the BOARD with one set of its plans and specifications pertaining to the points of connection to the BOARD'S system including metering facilities for the BOARD'S

review and comment, and shall confirm to the BOARD'S design requirements pertaining to the construction and operation thereof.

(IV) Inspection - the BOARD shall, from time to time as it deems necessary, and at the BOARD'S own proper expense, have the right to inspect the TOWN'S facilities for the purpose of determining that the TOWN'S facilities are being constructed and operated in such a way as to minimize infiltration, to eliminate illegal sources of inflow into the system, to insure that excessive infiltration does not become a future problem and that sources of inflow are not illegally connected at some future time. Upon being advised by the BOARD of the presence of excessive inflow or infiltration originating in the TOWN'S system, or of the presence of sewage in the TOWN'S system which is detrimental to the operation of the BOARD'S facilities, the TOWN shall immediately proceed to correct such deficiencies in the most expeditious manner available.

(V) If additional sewage flow from any additional utilities is added to the BOARD's treatment facility, the Parties hereto agree to negotiate change in the percentages shown in Table 4 (b) of this agreement if said changes are necessary.

(VI) Review of Operating Rules and Regulations - The TOWN shall submit its rules and regulations and operating procedures to the BOARD for review, and shall adopt no such rules, regulation or operating procedure, which, in the BOARD'S opinion, would affect the operation of the BOARD'S facilities to the detriment of the CITY, the TOWN, and the other users of the CITY'S facilities. The TOWN shall provide the BOARD with advance copies of any proposed change in its rules and regulations, and the BOARD shall provide the TOWN with copies of its rules, regulations and operating procedures for the TOWN'S guidance.

7. Approval of Contract and Tariff - The parties hereto agree that at the appropriate time the Public Service Commission will be asked to approve this CONTRACT and appropriate tariff provisions establishing reasonable rules and regulations for the rendering of the services herein contemplated by the BOARD to the TOWN, and of rates and fees to be charged by the BOARD for such services and to be charged by the TOWN to provide monies to pay for such services, it being agreed between the parties hereto that each shall take all legislative action relating thereto, and that all such action (including future rate orders) shall be deemed an amendment to this CONTRACT without further action by the parties hereto.

8. BOARD to Act Under Contract - The CITY, the TOWN and the BOARD agree that the BOARD is empowered to act for and on behalf of the CITY in all matters relating to this CONTRACT. It is further agreed by all parties hereto that necessary amendments hereto will be promptly made at the appropriate times when Federal and State regulations make such amendments necessary.

9. Points of Connection - The BOARD, as part of its construction contract shall construct the necessary gravity sewers, pump stations and force mains, to extend its interceptor system to any point at which the TOWN is to connect to the CITY'S system. The TOWN'S sewer shall be connected to the CITY'S sewer system at mutually agreed to points along the West Fork River, all at the TOWN'S expense and in accordance with the plans and specifications as approved by the BOARD.

10. The TOWN shall not accept sewage from, nor shall it extend or allow its facilities to be extended to, any area outside of its service area unless it first obtains the BOARD'S written authorization to do so, which authorization will be forthcoming only after the TOWN has first provided the BOARD with full written disclosure of the extent of all such proposed extensions of service and the maximum flow which will be generated thereby.

11. The TOWN and the BOARD each agree to compensate the other for their prorated share of the local share of the cost, including interest charges, of all betterments in the other's system required to permit the other to accept, transport and treat the other's sewage which sums shall be recovered as a part of the respective monthly charges to be made for sewage metered into each system.

12. TOWN My Cancel - The TOWN, upon one (1) year's advance written notice to the BOARD, may, if it deems it to be to the TOWN'S benefit to do so, terminate and withdraw from this CONTRACT after it has fully compensated the CITY for the then undepreciated cost, as determined by Public Service Commission accounting methods, of all betterments constructed by the CITY for the TOWN'S benefit, but the TOWN shall not be entitled to recover any property, or to receive any credit for unused capacities in the BOARD'S system or for betterments which the TOWN made for the BOARD'S benefit, by reason of such action by the TOWN, nor shall it retain any rights to such betterments nor to a renewal of this CONTRACT.

13. Term of Contract - Unless terminated hereinbefore provided, this CONTRACT shall run for twenty (20) years and may be renewed thereafter in ten (10) year increments for an additional twenty (20) years at the TOWN'S option, which renewals shall be deemed automatic unless the TOWN notifies the BOARD of its desire not to renew, such notice to be given in writing at a regular meeting of the BOARD during the six (6) months proceeding the effective date of each ten (10) year renewal. In the event of notice not to renew, the TOWN shall compensate the BOARD for undepreciated betterments as specified in item 12 next above.

Thereafter, the CONTRACT may be extended by mutual agreement or renegotiated as may be dictated by the then existing needs of the parties hereto.

14. Plant Effluent Quality - It shall be the duty of the BOARD in the operation of its plant to treat all wastes in such a manner as to produce a plant effluent which is in conformance with the effluent discharge requirement of this NPDES permit, and it is agreed between the parties hereto that the TOWN will be held harmless by the CITY and the BOARD in any second party

action related to effluent quality, it being understood and agreed between the parties hereto that the TOWN shall have no authority or control over the operation of the plant or the quality of the plant's effluent being discharged into the river.

15. TOWN ICR and User Charge - The TOWN agrees that it will comply with all EPA policies pertaining to user charges and industrial cost recovery (ICR) charges, and that it will hold the CITY and the BOARD harmless for any damages which may be proved to have been caused by reason of the TOWN'S non-compliance with such policies.

16. Resolution of Controversy - All matters of controversy which may arise concerning compliance of the parties hereto with the provisions of this CONTRACT shall be resolved as follows:

(I) In the event of controversy arising by reason of an illegal discharge, or other illegal act by the TOWN, which may place the BOARD'S facilities or treatment process in jeopardy to the extent that substantial damages will result to the BOARD'S facilities, or that the BOARD will not be able to render treatment to the degree required by its discharge permit, the BOARD shall first notify the TOWN orally followed immediately by notice in writing, hand delivered, to the TOWN of the nature of the problem and of its potential impact on the BOARD'S operation, and requesting an immediate response as to what remedial action will be taken. Thereafter the BOARD may:

(a) If time permits, obtain a court order requiring the TOWN to immediately discontinue such illegal discharge or other act, or

(b) If the BOARD deems that time is of the essence in preventing extensive damage to its facilities or the disruption of its treatment process, the BOARD may then, after first notifying the TOWN by person and in writing, of its intentions and the reason therefor, stop the flow of sewage from the TOWN into the BOARD'S system, it being further agreed that

(c) The TOWN shall pay all of the cost of correction of any damages which the BOARD can show to have been the result of such illegal flow or other illegal act by the TOWN.

(II) In the event of a controversy pertaining to rates and charges, such matters shall be resolved in accordance with the rules of the U. S. Environmental Protection Agency and of the West Virginia Public Service Commission as they may pertain thereto.

IN WITNESS WHEREOF, THE CITY OF FAIRMONT has caused this CONTRACT to be signed on it behalf by Bruce McDaniel, City Manager, and its corporate seal to be affixed thereto by Janet Keller, its City Clerk, by authority of a resolution of the City Council of the City of Fairmont duly adopted on the 25th day of November, 1997 and

IN WITNESS WHEREOF, THE SANITARY SEWER BOARD OF THE CITY OF FAIRMONT has caused this CONTRACT to be signed on its behalf by Bruce McDaniel, its

Chairman and its seal to be affixed thereto by Sally Gower, its Secretary, by authority of a resolution of the Sanitary Sewer Board adopted on the 30th day of October, 1997 and

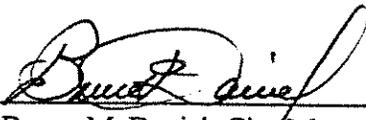
IN WITNESS WHEREOF, THE TOWN OF MONONGAH has caused this CONTRACT to be signed by James Vandetta, its Mayor, and its corporate seal to be affixed thereto by Rebecca Thompson, its City Recorder, by authority of a resolution of the DISTRICT BOARD duly adopted on the _____ day of _____, 1997.

IN WITNESS WHEREOF, THE SANITARY SEWER BOARD OF THE TOWN OF MONONGAH has caused this CONTRACT to be signed on its behalf by James Vandetta, its Chairman and its seal to be affixed thereto by _____, its Secretary, by authority of a resolution of the Sanitary Sewer Board adopted on the _____ day of _____, 1997 and

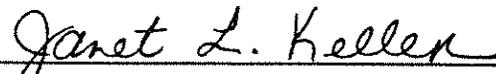
This CONTRACT is executed in three (3) copies with one (1) copy of each part hereto, each copy of which shall be deemed an original for all purposes.

THE CITY OF FAIRMONT
a Municipal Corporation

SEAL

By: 
Bruce McDaniel, City Manager

ATTEST:

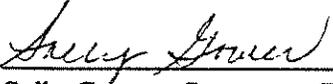

Janet Keller, City Clerk

SANITARY SEWER BOARD OF THE
CITY OF FAIRMONT

SEAL

By: 
Bruce McDaniel, Chairperson

ATTEST:


Sally Gower, Secretary-Treasurer

THE TOWN OF MONONGAH

SEAL

By: James Vandetta
James Vandetta

ATTEST:

Rebecca A. Thompson
Rebecca Thompson, City Recorder

SANITARY SEWER BOARD OF THE
TOWN OF MONONGAH

SEAL

By: James Vandetta
James Vandetta, Chairperson

ATTEST:

Rebecca A. Thompson

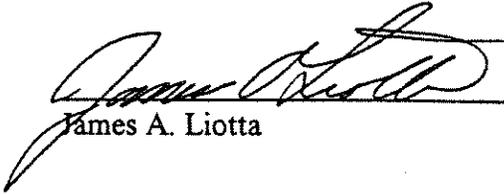
Approved as to correctness of form and content for the City of Fairmont this the 23rd
day of December, 1997.

Kevin Sansalone
Kevin Sansalone, City Attorney

Approved as to correctness of form and content for the Sanitary Sewer Board of the City
of Fairmont this the 29th day of December, 1997.

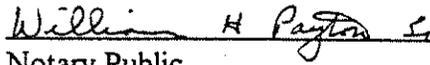
James O. Watkins, Jr.
James O. Watkins, Jr.

Approved as to correctness of form and content for the Town of Monongah and the Sanitary Sewer Board of the Town of Monongah this the 29th day of December 1997.


James A. Liotta

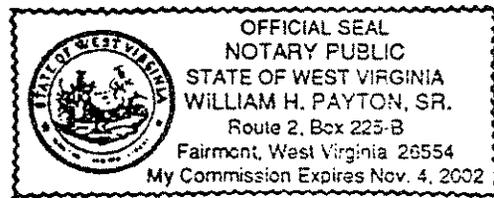
STATE OF WEST VIRGINIA
COUNTY OF MARION, TO-WIT

I, a Notary Public in and for the State and County aforesaid, certify that Bruce McDaniel, Janet Keller, Sally Gower, James Vandetta, Rebecca Thompson, Kevin Sansalone, James O. Watkins, Jr., and James A. Liotta, whose names are signed to the CONTRACT FOR TREATMENT BY THE CITY OF FAIRMONT OF SEWAGE FROM THE TOWN OF MONONGAH, Marion County, West Virginia, entered into by the City of Fairmont, the Sanitary Sewer Board of the City of Fairmont and the Town of Monongah and the Sanitary Sewer Board of the Town of Monongah and dated the 29th day of December, 1997, have acknowledged the same before me in my said County this the 29th day of December, 1997.


Notary Public

My Commission Expires:

Nov. 4, 2002



RECEIPT FOR PAYMENT OF PRIOR BONDS

The undersigned duly authorized representative of the West Virginia Water Development Authority, the registered owner of the entire outstanding Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program) (the "Prior Bonds"), of the Town of Monongah (the "Issuer"), dated December 16, 1997, in the original aggregate principal amount of \$190,000, hereby certifies that it has received the sum of \$169,244.18 from the Issuer and that such sum is sufficient to pay the entire principal amount of and interest accrued on the Prior Bonds to the date hereof and discharge the liens, pledges and encumbrances securing the Prior Bonds.

Dated this 29th day of October, 1998.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

Barbara B Meadows
Authorized Representative

10/16/98
612650/98001

RECEIPT FOR PAYMENT OF STEP I LOAN

The undersigned duly authorized representative of the West Virginia Water Development Authority, the holder of the entire outstanding Step I Loan (the "Step I Loan"), of the Town of Monongah (the "Issuer"), dated April 26, 1978, in the original aggregate principal amount of \$11,950, hereby certifies that it has received the sum of \$12,069.50 from the Issuer and that such sum is sufficient to pay the entire principal amount of and service charge on the Step I Loan to the date hereof and discharge the liens, pledges and encumbrances securing the Step I Loan.

Dated this 29th day of October, 1998.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

Barbara B Meadows
Authorized Representative

10/20/98
612650/98001