

**TOWN OF WEST HAMLIN
COMBINED WATERWORKS AND SEWERAGE SYSTEM
REVENUE BONDS, SERIES 2007 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)**

DATE OF CLOSING: JUNE 28, 2007

BONDS TRANSCRIPT

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TOWN OF WEST HAMLIN

**Combined Waterworks and Sewerage System
Revenue Bonds, Series 2007 A
(United States Department of Agriculture)**

BOND TRANSCRIPT

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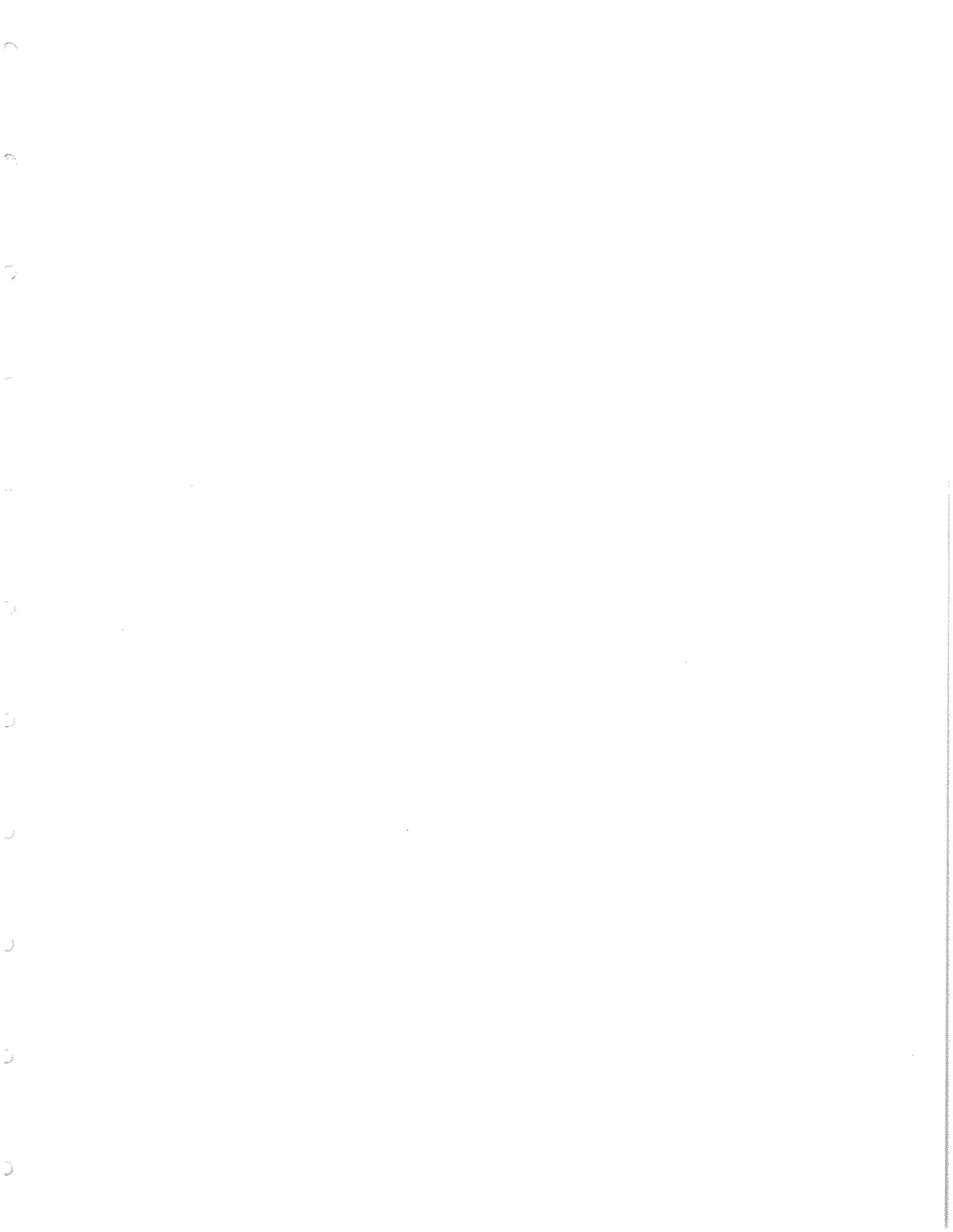
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953370.00001



TOWN OF WEST HAMLIN
Combined Waterworks and Sewerage System Bonds, Series 2007
(United States Department of Agriculture)

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TOWN OF WEST HAMLIN

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE WASTEWATER PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE FACILITIES OF THE TOWN OF WEST HAMLIN, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$1,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM BONDS, SERIES 2007 (UNITED STATES DEPARTMENT OF AGRICULTURE) IN ONE OR MORE SERIES; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE TOWN OF WEST HAMLIN:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS
AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance is adopted and enacted pursuant to the provisions of Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law. The Town of West Hamlin (the "Issuer") is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia in Lincoln County of said State.

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

A. The Issuer currently owns and operates a combined waterworks and sewerage system and desires to acquire, construct and operate certain additional public combined waterworks and sewerage facilities consisting of additions, betterments and

improvements to such existing combined waterworks and sewerage facilities, with all appurtenant facilities.

B. It is deemed essential, convenient and desirable for the health, welfare, safety, advantage and convenience of the inhabitants of the Issuer and, accordingly, it is hereby ordered, that there be acquired and constructed certain additions, betterments and improvements to the existing combined waterworks and sewerage system of the Issuer, consisting of a sewer line replacement and sludge removal project (the "Project"), particularly described in and according to the plans and specifications prepared by the Consulting Engineer and heretofore filed in the office of the Recorder of the Issuer. The existing combined waterworks and sewerage system of the Issuer, together with the Project and any further additions, betterments and improvements, are herein called the "System". The acquisition and construction of the Project and the financing hereby authorized and provided for are public purposes of the Issuer and are ordered for the purpose of meeting and serving public convenience and necessity.

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

D. The estimated maximum cost of the acquisition and construction of the Project is \$2,146,700, of which up to \$1,500,000 will be obtained from the proceeds of sale of the Bonds herein authorized, \$246,700 will be obtained from a grant from the Purchaser, and \$400,000 will be obtained from a grant from the Appalachian Regional Commission.

E. It is necessary for the Issuer to issue its Combined Waterworks and Sewerage System Bonds Series 2007 (United States Department of Agriculture) in one or more series of bonds in the aggregate principal amount of \$1,500,000 (collectively, the "Series 2007 Bonds"), to finance a portion of the cost of acquisition and construction of the Project. The cost of such acquisition and construction shall be deemed to include, without being limited to, the acquisition and construction of the Project; the acquisition of all property rights, easements and franchises deemed necessary or convenient therefor and for the improvements and extensions thereto; interest on the Series 2007 Bonds prior to and during acquisition and construction, and for a period not exceeding six months after completion of such acquisition or construction, of the Project; engineering, fiscal agents and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the Project, administrative expense, and such other expenses as may be necessary or incidental to the acquisition and construction of the Project and the financing authorized hereby; provided that, reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2007 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project.

F. The period of usefulness of the System, as herein defined, after completion of the Project is not less than 40 years.

G. There are outstanding bonds of the Issuer which will rank on a parity with the Series 2007 Bonds as to liens, pledge, source of and security for payment, being the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1980 (United States Department of Agriculture) dated December 15, 1980, issued in the original aggregate principal amount of \$721,000 (the "Prior Bonds" or the "Series 1980 Bonds"). Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

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

H. It is in the best interest of the Issuer that the Series 2007 Bonds be sold to the Purchaser, pursuant to the terms and provisions of the Letter of Conditions dated July 27, 2005, and any amendments, thereto (collectively, the "Letter of Conditions").

I. The Issuer has complied with all requirements of law relating to the authorization of the acquisition and construction of the Project, the operation of the System, including, without limitation, the imposition of rates and charges, and the issuance of the Series 2007 Bonds, or will have so complied prior to issuance of the Series 2007 Bonds, including, among other things and without limitation, obtaining a certificate of convenience and necessity and approval of the financing and necessary user rates and charges from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which have expired or shall have been duly waived or otherwise provided for.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2007 Bonds by those who shall be the Registered Owner of the same from time to time, this Ordinance (the "Bond Legislation") shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owner, and the covenants and agreements set forth herein to be performed by the Issuer shall be for the benefit, protection and security of the Registered Owner of the Series 2007 Bonds.

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

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

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

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

"Bonds" means, collectively, the Combined Waterworks and Sewerage System Bonds, Series 2007 (United States Department of Agriculture), authorized hereby to be issued pursuant to this Bond Legislation, and the Prior Bonds.

"Closing Date" means the date upon which there is an exchange of the Series 2007 Bonds for the proceeds, or at least a de minimus portion, thereof representing the purchase price of the Series 2007 Bonds from the Purchaser.

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

"Consulting Engineer" means E.L. Robinson Engineering Co., Cross Lanes, West Virginia, or any qualified engineer or firm of engineers which shall at any time hereafter be retained by the Issuer as Consulting Engineer for the System.

"Depository Bank" means the City National Bank, West Hamlin, West Virginia, a bank or trust company which is a member of FDIC (herein defined), and its successors and assigns.

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

"Grants" means, collectively, all grants committed for the Project.

"FDIC" means the Federal Deposit Insurance Corporation.

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

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

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

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

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

"Letter of Conditions" means, collectively, the Letter of Conditions of the Purchaser dated July 27, 2005, and all amendments thereto, if any.

"Mayor" means the Mayor of the Issuer.

"Minimum Reserve" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2007 Bonds in the then current or any succeeding year.

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

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the Project and the System and its facilities, and includes, without limiting the generality of the foregoing, insurance premiums, materials and supplies, pumping costs, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the Project and the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting principles and retention of a sum not to exceed one-sixth of the budgeted Operating Expenses stated above for the current year as working capital, and language herein requiring payment of Operating Expenses means also retention of not to exceed such sum as working capital, provided that all monthly amortization payments upon the Series 2007 Bonds and into the respective reserve accounts and the Renewal and Replacement Fund have been made to the last monthly date prior to the date of such retention.

"Ordinances" means, the Bond Legislation.

"Prior Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 1980 Bonds (United States Department of Agriculture) of the Issuer described in Section 1.02 hereof.

"Prior Ordinances" means the Ordinances of the Issuer, authorizing the issuance of the Prior Bonds, as supplemented.

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

"Series 1980 Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1980 (United States Department of Agriculture) dated December 15, 1980 and issued in the original aggregate principal amount of \$721,000.

"Series 2007 Bonds" means collectively the Combined Waterworks and Sewerage System Revenue Bonds (United States Department of Agriculture) issued in one or more series authorized hereby to be issued pursuant to this bond legislation.

"State" means the State of West Virginia.

"Step I Loan" means the loan by and between the West Virginia Water Development Authority and the Issuer dated June 18, 1976 in the original aggregate principal amount of \$5,000.

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

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

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine feminine or neutral gender shall include any other gender; and any requirement for execution or attestation of the Series 2007 Bonds or any certificate or other document by the Mayor or the Recorder shall mean that such Series 2007 Bonds, certificate or other documents may be executed or attested by an Acting Mayor or Acting Recorder.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND
CONSTRUCTION OF THE PROJECT AND REFUNDING OF STEP I LOAN

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 maximum cost of \$2,146,700, 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 2007 Bonds hereby authorized shall be applied as provided in Article IV hereof.

The Cost of the Project is estimated not to exceed \$2,146,700 of which not more than \$1,500,000 will be obtained from the proceeds of the Series 2007 Bonds and approximately \$246,700 and \$400,000 will be obtained from a grant from the Purchaser and the Appalachian Regional Commission respectively.

Section 2.02 Authorization of Refunding of Step I Loan. There is hereby authorized the payment in full of the entire principal balance of and administrative fee on the Step I Loan on the Closing Date. The cost of refunding will be paid from the proceeds of the Series 2007 Bonds.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND ISSUE OF BONDS

Section 3.01. Authorization of Bonds. Subject and pursuant to the provisions of this Bond Legislation, the Series 2007 Bonds of the Issuer, to be known as "Combined Waterworks and Sewerage System Bonds, Series 2007 (United States Department of Agriculture)," are hereby authorized to be issued in the principal amount of \$1,500,000 for the purpose of permanently financing a portion of the cost of the acquisition and construction of the Project.

Section 3.02. Description of Bonds. The Series 2007 Bonds shall be issued in one or more series, only as a fully registered Bonds, and shall be dated on the date of delivery thereof. The Series 2007 Bonds shall bear interest from date of delivery, payable monthly at the rate not to exceed 4.5% per annum, and shall be sold for the par value thereof.

The Series 2007 Bonds shall be subject to prepayment of scheduled monthly installments, or any portion thereof, at the option of the Issuer, and shall be payable as provided in the Bond form hereinafter set forth.

Section 3.03. Negotiability, Registration, Transfer and Exchange of Bonds. The Series 2007 Bonds shall be and have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State of West Virginia, but the Series 2007 Bonds, and the right to the principal of and stated interest on the Series 2007 Bonds, may only be transferred by transfer of the registration thereof upon the books required to be kept pursuant to Section 3.04 hereof, by the party in whose name it is registered, in person or by attorney duly authorized in writing, upon surrender of the Series 2007 Bonds for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Bond Registrar.

Whenever the Series 2007 Bonds shall be surrendered for registration of transfer, the Issuer shall execute and deliver a new Bond or Bonds in authorized denominations, for a like aggregate principal amount. The Bond Registrar shall require the payment by the new owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, but the Issuer shall pay any other expenses incurred by the Bond Registrar with respect to such transfer.

No registration of transfer of the Series 2007 Bonds shall be permitted to be made after the 15th day next preceding any installment payment date on the Series 2007 Bonds.

Section 3.04. Bond Registrar. The Issuer shall be the Bond Registrar and will keep or cause to be kept at its office by its agent, sufficient books for the registration and transfer of the Series 2007 Bonds, and, upon presentation for such purpose, the Bond Registrar shall, under such reasonable regulations as it may prescribe, register the Series 2007 Bonds initially issued pursuant hereto and register the transfer, or cause to be registered by its agent, on such books, the transfer of the Series 2007 Bonds as hereinbefore provided.

The Bond Registrar shall accept the Series 2007 Bonds for registration of transfer only if ownership thereof is to be registered in the name of the Purchaser, an individual (including joint ownership), a corporation, a partnership or a trust, and only upon receipt of the social security number of each individual, the federal employer identification number of each corporation or partnership or the social security numbers of the settlor and beneficiaries of each trust and the federal employer identification number and date of each trust and the name of the trustee of each trust, and/or such other identifying number and information as may be required by law. The Series 2007 Bonds shall initially be fully registered as to both principal and interest in the name of the United States of America. So long as the Series 2007 Bonds shall be registered in the name of the United States of America, the address of the United States of America for registration purposes shall be National Finance Office, St. Louis, Missouri 63103, or such other address as shall be stated in writing to the Issuer by the United States of America.

Section 3.05. Execution of Bonds. The Series 2007 Bonds shall be executed in the name of the Issuer by the Mayor and the seal of the Issuer shall be affixed thereto and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed the Series 2007 Bonds shall cease to be such officer of the Issuer before the Series 2007 Bonds so signed and sealed has been actually sold and delivered, such Bond may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2007 Bonds had not ceased to hold such office. The Series 2007 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Series 2007 Bonds shall hold the proper office in the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case the Series 2007 Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the holder's furnishing the Issuer proof of his ownership thereof and complying with such other reasonable regulations and conditions as the Issuer may require. The Series 2007 Bonds so surrendered shall be canceled and held for the account of the Issuer. If the Series 2007 Bonds shall have matured or be about to mature, instead of issuing a substitute Series 2007 Bonds the Issuer may pay the same, and, if such Series 2007 Bonds be destroyed, stolen or lost, without surrender thereof.

(FORM OF SERIES 2007 BOND)

TOWN OF WEST HAMLIN

COMBINED WATERWORKS AND SEWERAGE SYSTEM BONDS, SERIES 2007
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$ _____

No. AR-1

Date: _____, 2007

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

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

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

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

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

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

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

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

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of acquisition and construction of additions, betterments and improvements to the combined waterworks and sewerage system (the "System") of Borrower, is payable solely from and secured by the revenues to be derived from the operation of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation, nor shall the Borrower be obligated to pay the same or the interest thereon except from the special fund so provided.

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

denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (herein called the "Act"), and an Ordinance of Borrower duly enacted on _____, 2007, authorizing issuance of this Bond (the "Ordinance").

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

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

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1980, DATED DECEMBER 15, 1980, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$721,000 AND CURRENTLY HELD BY THE UNITED STATES DEPARTMENT OF AGRICULTURE.

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

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

TOWN OF WEST HAMLIN

[CORPORATE SEAL]

Mayor
P.O. Box 221
West Hamlin, West Virginia 25571

ATTEST:

Recorder

(Form of)

RECORD OF ADVANCES

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

TOTAL \$ _____

(Form of Assignment)

ASSIGNMENT

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

Dated: _____, _____.

In presence of:

ARTICLE IV

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

Section 4.01. Establishment of Funds and Accounts with Depository Bank.

The following special funds or accounts are created and established with, and shall be held by, the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and from each other:

- (1) Revenue Fund (established by the Prior Ordinances and continued hereby);
- (2) Depreciation Account (established by the Prior Ordinances and continued hereby); and
- (3) Project Construction Account.

Section 4.02. Establishment of Funds and Accounts with Commission.

The following special funds or accounts are hereby created with, and shall be held by, the Commission separate and apart from all other funds or accounts of the Commission and the Issuer and from each other:

- (1) Series 1980 Bonds Reserve Account (created by the Prior Ordinances at the Depository Bank and hereby transferred to the Commission);
- (2) Series 2007 Bonds Reserve Account.

Section 4.03. Bond Proceeds; Project Construction Account.

The proceeds of sale of the Series 2007 Bonds shall be deposited upon receipt by the Issuer in the Project Construction Account. The monies in the Account in excess of the amount insured by FDIC shall be secured at all times by the Depository Bank by securities or in a manner lawful for the securing of deposits of State and municipal funds under West Virginia law. Monies in the Project Construction Account shall be expended by the Issuer solely for the purposes provided herein.

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

Until completion of acquisition and construction of the Project, the Issuer will additionally transfer from the Project Construction Account and pay to the Purchaser on or before the due date, such sums as shall be from time to time required to make the monthly

installment payments on the Series 2007 Bonds if there are not sufficient Gross Revenues to make such monthly payment.

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

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

Section 4.04. Covenants of the Issuer as to Revenues and Funds. So long as any of the Series 2007 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2007 Bonds Reserve Account, sums sufficient to pay, when due or at the earliest practical prepayment date, the entire principal of the Series 2007 Bonds remaining unpaid, together with interest accrued to the date of such payment, the Issuer further covenants with the holder of the Series 2007 Bonds as follows:

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

B. **DISPOSITION OF REVENUES.** All Revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority, subject to the provisions of the Prior Ordinances not otherwise modified herein:

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

(2) The Issuer shall next, each month, on or before the due date of payment of each installment on the Prior Bonds and the Series 2007 Bonds, transfer from the Revenue Fund and remit to the National Finance Office, the amounts required to pay the interest on the Prior Bonds and the Series 2007 Bonds and to amortize the principal of the Prior Bonds and the Series 2007 Bonds over the respective life of each Bond issue. All payments with respect to principal of and interest on the Prior Bonds and Series 2007 Bonds shall be made on an equal pro rata basis in accordance with the respective aggregate principal amounts thereof outstanding and on a parity with each other.

(3) The Issuer shall next, on the first day of each month, or on the date otherwise specified by the Prior Ordinances, transfer from the Revenue Fund and remit (i) to the Depository Bank specified by the Prior Ordinances, for deposit into the Reserve Account, the amount required by the Prior Ordinances; and (ii) beginning on the date specified by the Purchaser, but in any event not later than the 24th monthly anniversary of the Closing Date, and continuing on each monthly anniversary of the Closing Date thereafter, transfer from the Revenue Fund and remit to the Commission for deposit into the respective Series 2007 Bonds Reserve Accounts an amount equal to 10% of the monthly payment amount, until the amount in the respective Series 2007 Bonds Reserve Accounts equals the Series 2007 Bonds Reserve Requirement; provided that, no further payments shall be made into the respective Series 2007 Bonds Reserve Accounts when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2007 Bonds Reserve Requirement. Moneys in the Series 2007 Bonds Reserve Account shall be used solely to make up any deficiency for monthly payments of the principal of and interest on the Series 2007 Bonds to the National Finance Office as the same shall become due or for prepayment of installments on the Series 2007 Bonds, or for mandatory prepayment of the Series 2007 Bonds as hereinafter provided, and for no other purpose; provided, however, that when the Minimum Reserve has been accumulated in the Series 2007 Bonds Reserve Account, all earnings of investments of moneys therein shall at least annually be transferred to and deposited in the Revenue Fund.

(4) The Issuer shall next, on the first day of each month, or on the date otherwise specified by the Prior Ordinances, transfer from the Revenue Fund and remit to the Depository Bank specified by the Prior Ordinances, for deposit into the Depreciation Account.

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

Whenever the monies in the Series 2007 Bonds Reserve Account shall be sufficient to prepay the Series 2007 Bonds in full, it shall be the mandatory duty of the Issuer, anything to the contrary herein notwithstanding, to prepay the Series 2007 Bonds, at the earliest practical date and in accordance with applicable provisions hereof.

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

The Commission is hereby designated as the Fiscal Agent for the administration of the Series 2007 Bonds Reserve Account as herein provided, and all amounts required for said account shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Purchaser at anytime, the Issuer shall make the necessary arrangements whereby required payments into said account shall be automatically debited from the Revenue Fund and Electronically transferred to the Commission on the dates required hereunder.

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

The Revenue Fund, the Series 2007 Bonds Reserve Account and the Renewal and Replacement Fund shall constitute trust funds and shall be used only for the purposes and in the order provided herein, and until so used, the Purchaser shall have a lien thereon for further securing payment of the Series 2007 Bonds and the interest thereon, but the Depository Bank shall not be a trustee as to such funds.

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

Subject to the Prior Ordinances, the Commission and the Depository Bank, at the direction of the Issuer, shall keep the monies in the Series 2007 Bonds Reserve Account and the Renewal and Replacement Fund invested and reinvested to the fullest extent possible, in accordance with applicable law, and to the extent practicable, in Qualified Investments having maturities consonant with the required use thereof. Investments in any fund or account under this Bond Legislation shall, unless otherwise provided herein or in the Prior Ordinances, or unless otherwise required by law, be valued at the lower of cost or the then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including value of accrued interest and giving effect to the amortization of

discount, or at par if such investment is held by the "consolidated fund" managed by the West Virginia Board of Treasury Investments. Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. Earnings from monies in the Series 2007 Bonds Reserve Account so long as the Minimum Reserve is on deposit and maintained therein, shall be returned not less than once each year, by the Commission to the Issuer to be deposited in the Revenue Fund.

C. CHANGE OF DEPOSITORY BANK AND FISCAL AGENT. The Issuer may designate another bank or trust company insured by FDIC as Depository Bank and Fiscal Agent if the Depository Bank should cease for any reason to serve or if the Governing Body determines by resolution that the Depository Bank or its successor should no longer serve as Depository Bank. Upon any such change, the Governing Body will cause notice of the change to be sent by registered or certified mail to the Purchaser.

D. USER CONTRACTS. The Issuer shall, prior to delivery of the Series 2007 Bonds, provide evidence that there will be at least 418 bona fide users upon the System on completion of the Project, in full compliance with the requirements and conditions of the Purchaser.

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

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

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

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

ARTICLE V

GENERAL COVENANTS

Section 5.01. General Statement. So long as the Series 2007 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Series 2007 Bonds Reserve Account a sum sufficient to prepay the entire principal of the Series 2007 Bonds remaining unpaid, together with interest accrued and to accrue thereon to the date of prepayment, the covenants and agreements contained herein shall be and constitute valid and legally binding covenants between the Issuer and the Holder of the Series 2007 Bonds.

Section 5.02. Rates. So long as the Prior Bonds are outstanding, the Issuer will maintain rates as required in the Prior Ordinances. The Issuer will, in the manner provided in the Act, fix and collect such rates, fees or other charges for the services and facilities of the System, and revise the same from time to time whenever necessary, as will always provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the maximum annual debt service on the Series 2007 Bonds and the Prior Bonds and sufficient to make the payments required herein into all funds and accounts and all the necessary expenses of operating and maintaining the System during such Fiscal Year and such rates, fees and other charges shall not be reduced so as to be insufficient to provide adequate Revenues for such purposes.

Section 5.03. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System or any part thereof, except as provided in the Prior Ordinances. The System will not be sold without the prior written consent of the Purchaser so long as the Series 2007 Bonds are outstanding. Such consent will provide for disposition of the proceeds of any such sale.

Section 5.04. Issuance of Additional Parity Bonds or Obligations. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Secretary a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues for the Fiscal Year following the year in which such Parity Bonds are to be issued shall be at least 120% of the average annual debt service requirements on the following:

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

No additional parity bonds or obligations payable out of any of the Revenues of the System shall be issued after the issuance of the Series 2007 Bonds pursuant hereto, except with the prior written consent of the Purchaser.

The foregoing limitation may be waived or modified by the written consent of the Holder of the Series 2007 Bonds.

Section 5.05. Insurance and Bonds. The Issuer hereby covenants and agrees that it will, as an expense of construction, operation and maintenance of the System, procure, carry and maintain, so long as the Series 2007 Bonds remain outstanding, insurance with a reputable insurance carrier or carriers covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, to be procured upon acceptance of any part of the Project from the contractor, and immediately upon any portion of the System now in use, on all above-ground structures of the System and mechanical and electrical equipment in place or stored on the site in an amount equal to the actual cost thereof. In the event of any damage to or destruction of any portion of the System, the Issuer will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damaged or destroyed portion. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Issuer during construction of the Project in the full insurable value thereof.

B. PUBLIC LIABILITY INSURANCE, with limits of not less than \$500,000 for one or more persons injured or killed in one accident to protect the Issuer from claims for bodily injury and/or death, and not less than \$200,000 to protect the Issuer from claims for damage to property of others which may arise from the operation of the System, such insurance to be procured not later than the date of delivery of the Series 2007 Bonds.

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

D. WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF THE ISSUER ELIGIBLE THEREFOR AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract, will be required of each prime contractor, and such payment bonds will be filed with the Clerk of the County Commission of said County prior to commencement of construction of the Project in compliance with West Virginia Code Section 38-2-39. Workers' Compensation coverage will be maintained as provided by law.

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

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

G. Provided, however, and in lieu of and notwithstanding the foregoing provisions of this Section, during construction of the Project and so long as the Series 2007 Bonds are outstanding, the Issuer will carry insurance and bonds or cause insurance and bonds to be carried for the protection of the Issuer, and during such construction will require each contractor and subcontractor to carry insurance, of such types and in such amounts as the Purchaser may specify, with insurance carriers or bonding companies acceptable to the Purchaser.

Section 5.06. Statutory Mortgage Lien. For the further protection of the Holder of the Series 2007 Bonds, a statutory mortgage lien upon the System is granted and created by the Act on a parity with the Prior Bonds, which statutory mortgage lien is hereby recognized and declared to be valid and binding and shall take effect immediately upon the delivery of the Series 2007 Bonds.

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

A. Failure to make payment of any monthly amortization installment upon the Series 2007 Bonds at the date specified for payment thereof;

B. Failure to duly and punctually to observe or perform any of the covenants, conditions and agreements on the part of the Issuer contained in the Series 2007 Bonds or herein, or violation of or failure to observe any provision of any pertinent law; and

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

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

Upon application by the Purchaser, such court may, upon proof of such default appoint a receiver for the affairs of the Issuer and the System. The receiver so appointed shall administer the System on behalf of the Issuer, shall exercise all the rights and powers of the Issuer with respect to the System, shall proceed under the direction of the court to obtain authorization to increase rates and charges of the System, and shall have the power to collect and receive all revenues and apply the same in such manner as the court may direct; provided that, all rights and remedies of the Holders of the Prior Bonds shall be on a parity with the Series 2007 Bonds.

Section 5.09. Fiscal Year; Budget. While the Series 2007 Bonds are outstanding and unpaid and to the extent not now prohibited by law, the System shall be operated and maintained on a Fiscal Year basis commencing on July 1 of each year and ending on the following June 30, which period shall also constitute the budget year for the operation and maintenance of the System. Not later than thirty days prior to the beginning of each Fiscal Year, the Issuer agrees to adopt the Annual Budget for the ensuing year, and no expenditures for operation and maintenance expenses of the System in excess of the Annual Budget shall be made during such Fiscal Year unless unanimously authorized and directed by the Governing Body. Copies of each Annual Budget shall be delivered to the Purchaser by the beginning of each Fiscal Year.

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

Section 5.10. Covenant to Proceed and Complete. The Issuer hereby covenants to proceed as promptly as possible with the acquisition and construction of the Project to completion thereof in accordance with the plans and specifications prepared by the Consulting Engineer and on file with the Recorder on the date of adoption hereof, subject to permitted changes.

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

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

Section 5.12. Maintenance of System. The Issuer covenants that it will continuously operate, in an economical and efficient manner, and maintain the System as a revenue-producing utility as herein provided so long as the Series 2007 Bonds are outstanding.

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

ARTICLE VI

RATES, ETC.

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

A. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the rate ordinance of the Issuer enacted on July 24, 2006 which rate ordinance is incorporated herein by reference as a part hereof.

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

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

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

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

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

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

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

I. The fees, rates and charges above provided will be increased whenever such increase is necessary in order to comply fully with all provisions hereof, and the Issuer shall always be obligated to and shall fix, establish and collect fees, rates and charges for the services and facilities of the System which shall at all times be sufficient to provide revenues to meet its payments and obligations provided hereunder, and under the Prior Ordinances.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holder of the Series 2007 Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 2007 Bonds, the pledge of Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owner of the Series 2007 Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied.

Except through such direct payment to the Holder of the Series 2007 Bonds, the Issuer may not defease the Series 2007 Bonds or otherwise provide for payment thereof by escrow or like manner.

Section 7.02. Modification or Amendment. Prior to issuance of the Series 2007 Bonds, this Ordinance may be amended or supplemented in any way by ordinance or resolution. Following issuance of the Series 2007 Bonds, no modification or amendment of this Ordinance, or any ordinance or resolution amendatory hereof or supplemental hereto, shall be made without the prior written consent of the Purchaser.

Section 7.03. Delivery of Bonds. The Mayor is hereby authorized and directed to cause the Series 2007 Bonds, hereby awarded to the Purchaser pursuant to prior agreement, to be delivered to the Purchaser as soon as the Purchaser will accept such delivery.

Section 7.04. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions hereof should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions hereof, and shall in no way affect the validity of all the other provisions hereof or the Series 2007 Bonds.

Section 7.05. Prior Ordinances; Conflicting Provisions Repealed. The Prior Ordinances and all parts thereof not hereby changed shall continue in full force and effect and this Bond Legislation shall be supplemental to the Prior Ordinances.

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

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

Section 7.07. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption and enactment of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, Recorder and members of the Governing Body were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

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

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

Passed on First Reading: April 2, 2007

Passed on Second Reading: April 9, 2007

Passed on Final Reading
Following Public Hearing: May 7, 2007



Mayor

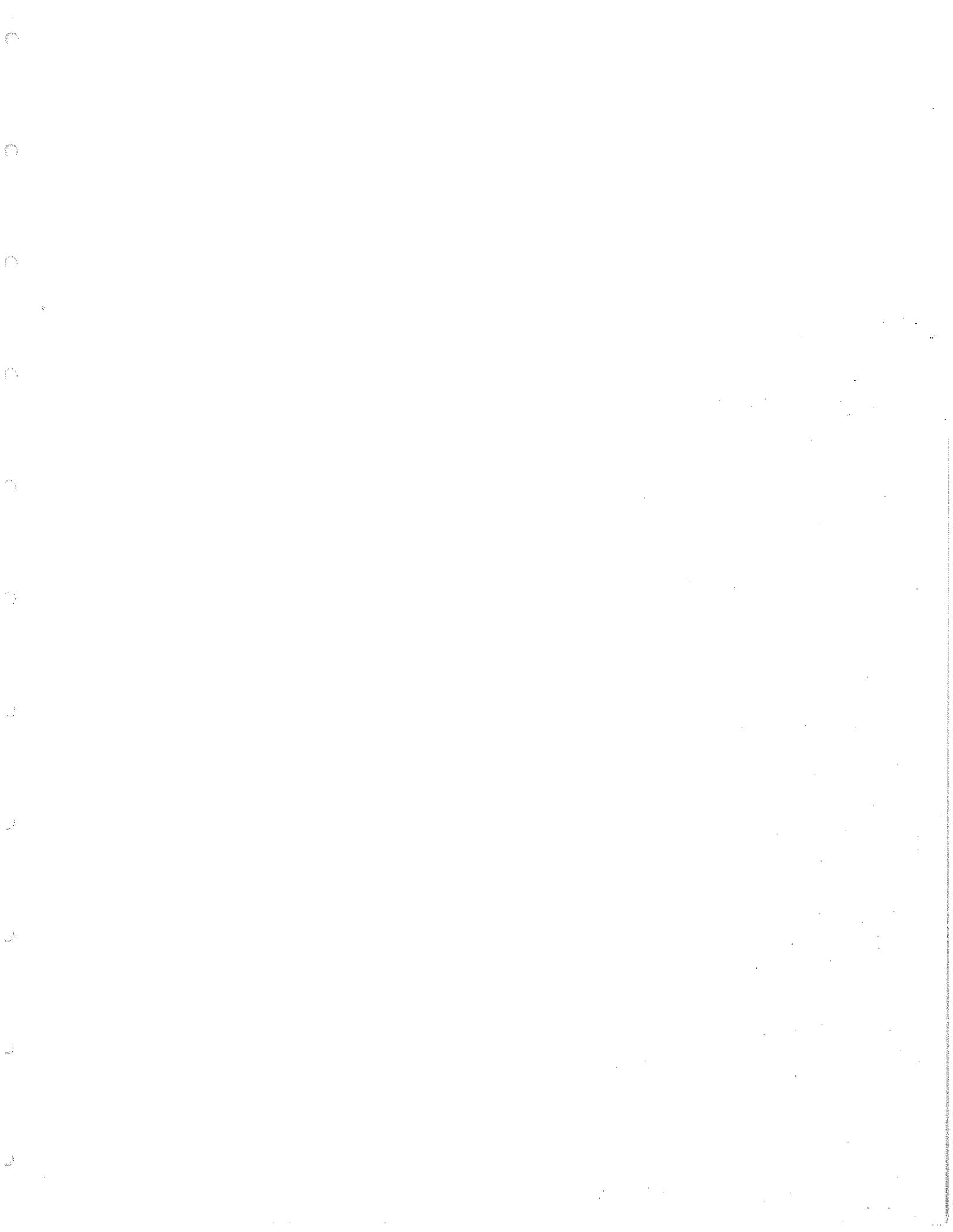
CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the Town of West Hamlin on the 7th day of May, 2007, which Ordinance has not been repealed, rescinded, modified, amended or revoked, as witness my hand and the seal of the Town of West Hamlin on this 28th day of June, 2007.

[SEAL]


Recorder

12.21.06
953370.00001



TOWN OF WEST HAMLIN

Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION MAKING PROVISIONS AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2007 A OF THE TOWN OF WEST HAMLIN, AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the council (the "Governing Body") of the Town of West Hamlin (the "Issuer") has duly and officially adopted and enacted a bond ordinance, May 7, 2007 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE WASTEWATER PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE FACILITIES OF THE TOWN OF WEST HAMLIN, AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF, THROUGH THE ISSUANCE BY THE TOWN OF NOT MORE THAN \$1,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM BONDS, SERIES 2007 (UNITED STATES DEPARTMENT OF AGRICULTURE) IN ONE OR MORE SERIES; DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE BONDS; PROVIDING GENERALLY FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE HOLDER OF THE BONDS; AND PROVIDING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

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

WHEREAS, the Bond Ordinance provides for the issuance of Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A, of the Issuer (the "Series 2007 A Bonds"), in an aggregate principal amount not to exceed \$1,500,000, and has authorized the execution and delivery of the documents relating to the Bonds, all in accordance with Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (collectively, the "Act");

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

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

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

A. Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A (United States Department of Agriculture), of the Issuer, originally represented by a single Bond, numbered AR-1 in the principal amount of \$482,000. The Series 2007 A Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 4.125% per annum, interest only payable in monthly installments for the first 24 months commencing 30 days following delivery of the Series 2007 A Bonds and continuing on the corresponding day of each month and, thereafter, principal and interest are payable in monthly installments of \$2,097 on the corresponding day of each month, except that the final installment shall be paid at the end of forty (40) years from the date of the Series 2007 A Bonds, in the sum of the unpaid principal and interest due on the date thereof, except that prepayments may be made as hereinafter provided and as provided in the Series 2007 A Bonds, all such payments to be made at the National Finance Office, St. Louis, Missouri 63103, or at such other place as the Purchaser may designate after issuance of the Series 2007 A Bonds. Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Issuer.

Section 2. The Mayor and the Recorder are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered on or about June 28, 2007, to the Purchaser.

Section 3. Bond proceeds in the amount of \$5,050.00 shall be deposited with the West Virginia Water Development Authority, Charleston, West Virginia to pay the entire outstanding principal balance and administrative fee on the loan by and between the West Virginia Water Development Authority and the Issuer dated June 18, 1976 in the original aggregate principal amount of \$5,000 (the "Step I Loan").

Section 4. The payment of the Step I Loan, acquisition and construction of the Project and the financing thereof in part with proceeds of the Series 2007 A Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

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

Section 6. Pursuant to Section 4.02 of the Bond Ordinance and with the consent of the Registered Owners of the Prior Bonds, the Issuer hereby approves and directs the transfer of the Prior Bonds Reserve Accounts from the Depository Bank to the Commission on the Closing Date as further set forth below.

Section 7. In connection with the Series 1980 Bonds Reserve Account, \$42,492 shall be transferred from the Depository Bank to the Commission; and deposited in the Series 1980 Bonds Reserve Account, which is sufficient to fully fund the Series 1980 Bonds Reserve Account to the amount required by the Prior Ordinances.

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

Adopted this 26th day of June, 2007.



Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the Town of West Hamlin on the 26th day of June, 2007.

Dated: June 28, 2007.

[SEAL]


Recorder

953370.00001

WV MUNICIPAL BOND COMMISSION
8 Capitol Street
Suite 500, Terminal Building
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: June 28, 2007

ISSUE: Town of West Hamlin Combined Waterworks and Sewerage System Revenue Bonds, Series 1980
(United States Department of Agriculture)

ADDRESS: P.O. Box 221, West Hamlin, West Virginia 25571 COUNTY: Lincoln

PURPOSE OF ISSUE: New Money: X (1980)
Refunding: _____ REFUNDS ISSUE(S) DATED: N/A

ISSUE DATE December 15, 1980 CLOSING DATE: December 15, 1980

ISSUE AMOUNT: \$721,000 RATE: 5%

1ST DEBT SERVICE DUE: N/A 1ST PRINCIPAL DUE: N/A

1ST DEBT SERVICE AMOUNT: N/A PAYING AGENT: _____

BOND
COUNSEL: Steptoe & Johnson PLLC
Contact Person: John C. Stump, Esquire
Phone: 304.353.8196

UNDERWRITERS
COUNSEL: _____
Contact Person: _____
Phone: _____

CLOSING BANK: _____
Contact Person: _____
Phone: _____

ESCROW TRUSTEE: _____
Contact Person: _____
Phone: _____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: Alben R. DuVall
Position: Mayor
Phone: 304.824.3129

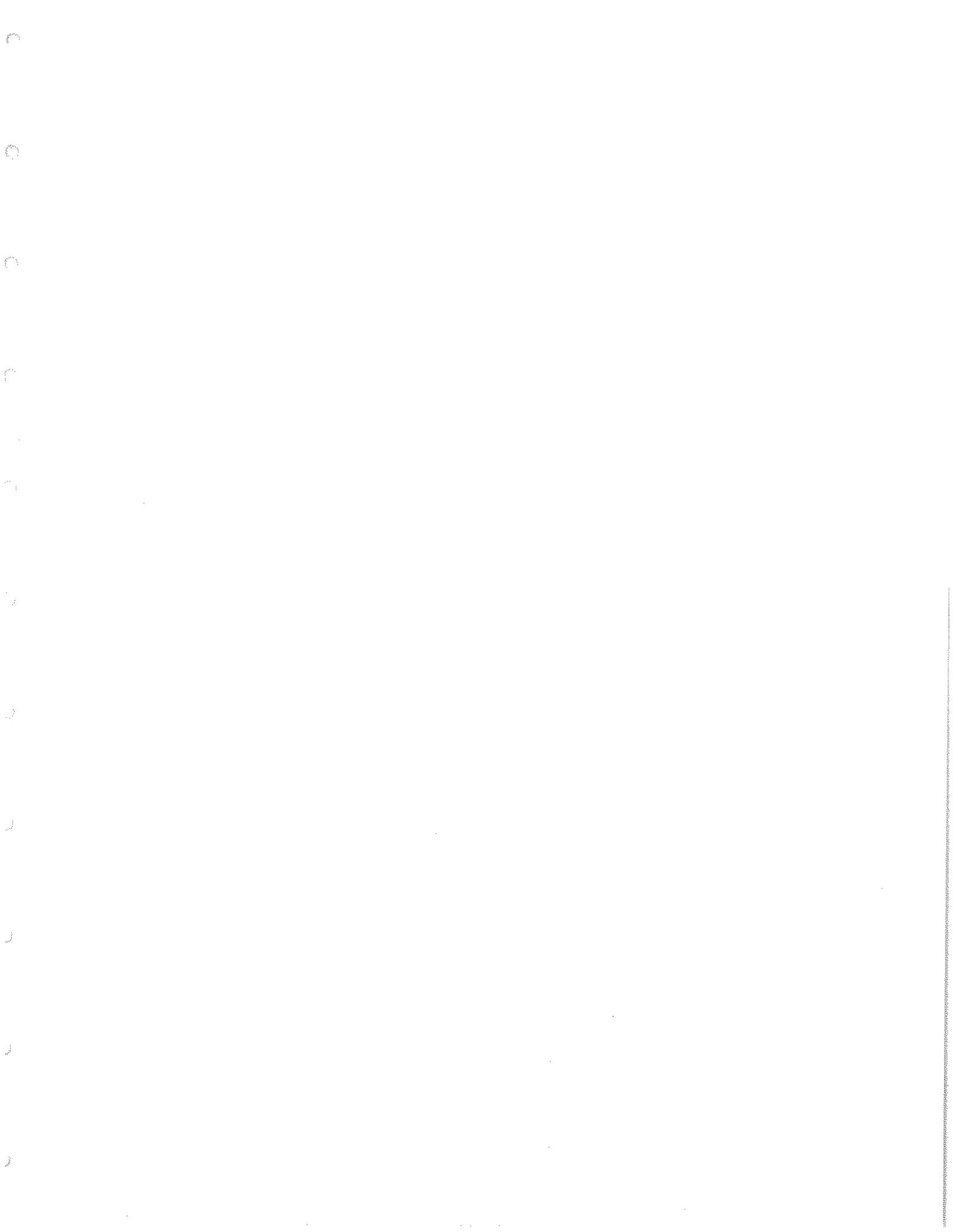
OTHER: United States Department of Agriculture
Contact Person: Virginia McDonald
Function: Rural Development Specialist
Phone: 304.420.6666

DEPOSITS TO MBC AT CLOSE: _____
By: _____ Wire _____
X Check X Reserve Account: \$ 42,492
Accrued Interest: \$ _____
Capitalized Interest: \$ _____
Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: _____ Wire _____ To Escrow Trustee: \$ _____
_____ Check _____ To Issuer \$ _____
_____ IGT _____ To Cons. Invest. Fund \$ _____
_____ To Other: _____ \$ _____

NOTES Transferring Series 1980 Reserve Account to MBC. Monthly debt service payments will be made directly by the Town directly to the National Finance Office. The Municipal Bond Commission will only hold the Series 1980 Bonds Reserve Account.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED: _____
TRANSFERS REQUIRED: _____



PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Issued: September 28, 2006

FINAL

10/7/2006

CASE NO. 06-0815-S-CN

TOWN OF WEST HAMLIN

Application for a certificate of convenience and necessity for the construction, operation and maintenance of improvements and renovations and sludge removal relating to its sewer system in Lincoln County and for approval of financing related thereto.

RECOMMENDED DECISION

On June 21, 2006, the Town of Hamlin ("Town"), by counsel Robert R. Rodecker, filed with the Public Service Commission ("Commission") an application for a certificate of convenience and necessity for a sewer line replacement and sludge removal project. The Town explained that since 1993 it has been repeatedly cited by the West Virginia Department of Environmental Protection ("WVDEP") for its failure to remove sludge from its stabilization pond. Supporting documents were filed with the application.

On the date of the filing of the application, the Commission ordered the Town to publish a Notice of Filing, and, on July 12, 2006, the Commission referred this matter to the Division of Administrative Law Judges ("ALJ Division") for decision on or before November 3, 2006, if no protest was filed, or January 7, 2007, if a protest was filed.

On July 27, 2006, the Town, by counsel, filed an affidavit establishing that the Notice of Filing had been published on June 28, 2006, in The Lincoln Journal.

On July 31, 2006, Staff Attorney C. Terry Own filed an Initial Joint Staff Memorandum, stating that the project is needed to avoid fines and penalties from WVDEP. "The estimated cost of the project is \$1,128,700.00. Proposed financing includes an Appalachian Regional Commission grant of \$400,000, a United States Department of Agriculture Rural Utilities Service ("USDA-RUS") grant of \$246,700.00, and a USDA-RUS loan in the amount of \$482,000.00. The loan will bear interest at 4.125% over a term of forty years."

On August 18, 2006, the undersigned issued a Procedural Order, noting that the Notice of Filing required that any protest be filed within thirty days of the date of publication and that no protest has been filed. It was clarified that, accordingly, the decision due date was November 3, 2006. Staff was ordered to file its final memorandum no later than September 19, 2006.

On September 20, 2006, Mr. Owen filed a Final Joint Staff Memorandum, with an attached memorandum from Donald P. Cook, of the Water and Wastewater Division, and Jim Spurlock, of the Engineering Division. Staff recommended that the project and its financing be approved and that a copy of the bids be filed with the Commission when they are tabulated. Mr. Owen stated that the project is needed to avoid the imposition of penalties and fines by WVDEP. Staff explained that increased sewer rates for the Town's customers, which became effective September 7, 2006, will provide adequate revenue to pay for the increased operating and maintenance costs and to provide a debt coverage of 153%.

On September 28, 2006, Mr. Owen filed the WV/NPDES Permit No. WV0020176 issued by WVDEP on July 14, 2006, authorizing the removal and land application of the Town's lagoon sludge.

FINDINGS OF FACT

1. On June 21, 2006, the Town of Hamlin filed with the Commission an application for a certificate of convenience and necessity for a sewer line replacement and sludge removal project. More specifically, the certificate is needed to remove sludge from an aerated lagoon, to repair or replace two malfunctioning aeration units, and to replace an 8-inch sewer main from Lift Station No. 2 to the western section of the Town's wastewater collection system. (See application; Final Joint Staff Memorandum filed September 20, 2006).

2. The Town has repeatedly been cited by WVDEP for its failure to remove sludge from its stabilization pond. The project is needed to correct the environmental problems for which the Town has been cited. (See application; Final Joint Staff Memorandum).

3. On May 30, 2006, the State of West Virginia Office of Environmental Health Services issued Permit No. 17,073 for the sewer line replacement part of the project, and on July 14, 2006, the WVDEP issued WV/NPDES Permit No. WV0020176 for the removal and land application of the lagoon sludge. (See application; Final Joint Staff Memorandum; September 27, 2006 filing).

4. The project, estimated to cost \$1,128,700, will be funded by a \$400,000 grant from the Appalachian Regional Commission; a \$246,700 grant from the United States Department of Agriculture Rural Utilities Service ("USDA-RUS"); and a \$482,000 loan from the USDA-RUS, payable over 38 years at a rate of 4.125%. (See application; Initial Joint Staff Memorandum filed July 31, 2006; Final Joint Staff Memorandum).

5. Increased sewer rates for the Town's customers, which became effective September 7, 2006, will provide adequate revenue to pay for the increased operating and maintenance costs and to provide a debt coverage of 153%. (See application; Final Joint Staff Memorandum).

6. Staff recommended that the project and its financing be approved. (See Final Joint Staff Memorandum).

CONCLUSION OF LAW

It is appropriate to grant the application, pursuant to W.Va. Code §24-2-11, and to approve the project and its funding, because the public convenience and necessity require the project; the funding is appropriate; Staff recommended such approvals; and no protest to such approvals was filed.

ORDER

IT IS, THEREFORE, ORDERED that the application filed by the Town of West Hamlin on June 21, 2006, for a certificate of convenience and necessity for a sewer line replacement and sludge removal project is granted and the project is approved.

IT IS FURTHER ORDERED that the funding for the project, a \$400,000 grant from the Appalachian Regional Commission, a \$246,700 grant from the United States Department of Agriculture Rural Utilities Service, and a \$482,000 loan from the United States Department of Agriculture Rural Utilities Service, payable over 38 years at a rate of 4.125%, is approved.

IT IS FURTHER ORDERED that, should there be a change in the cost of the project, estimated at \$1,128,700, of such magnitude as to affect the rates of the Town of West Hamlin, the Town of West Hamlin obtain separate Commission approval for any revisions prior to commencing construction.

IT IS FURTHER ORDERED that, should the change in the cost not affect rates, the Town of West Hamlin submit an affidavit signed by a certified public accountant verifying that the rates are not affected. That is, if the rates are not affected, the Town of West Hamlin is not required to obtain separate Commission approval prior to commencing construction.

IT IS FURTHER ORDERED that, should the scope or financing of the project change, the Town of West Hamlin obtain separate Commission approval of any such revision prior to commencing construction.

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

IT IS FURTHER ORDERED that the Town of West Hamlin notify the Commission when its engineer has performed the substantial completion inspection.

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

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

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

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

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

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



Sunya Anderson
Administrative Law Judge

SA:s
060815aa.wpd

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 22nd day of June, 2007.

CASE NO. 06-0815-S-CN

TOWN OF WEST HAMLIN

Application for a certificate of convenience and necessity for the construction, operation and maintenance of improvements and renovations and sludge removal relating to its sewer system in Lincoln County and for approval of financing related thereto.

COMMISSION ORDER

This Order approves the proposed change in the scope of the project.

Background

On June 21, 2006, the Town of West Hamlin (Town) filed an application for a certificate of convenience and necessity for a sewer line replacement and sludge removal project. The Town explained that since 1993 it has been repeatedly cited by the West Virginia Department of Environmental Protection (WVDEP) for its failure to remove sludge from its stabilization pond. Supporting documents were filed with the application.

Upon notice to the public and a Commission Staff (Staff) recommendation that the Commission approve the filing, the Administrative Law Judge (ALJ) assigned to this case issued a Recommended Decision on September 28, 2006. Among other things, the Recommended Decision (i) approved the certificate of convenience and necessity for a sewer line replacement and sludge removal project; (ii) approved funding for the project in the form of a \$400,000 grant from the Appalachian Regional Commission, a \$246,700 grant from the United States Department of Agriculture Rural Utilities Service, and a \$482,000 loan from the United States Department of Agriculture Rural Utilities Service, payable over 38 years at an interest rate of 4.125%; and (iii) directed the Town to return to the Commission for approval of any changes in the scope of the project. The Recommended Decision became a Final Order of the Commission on October 7, 2006.

On June 5, 2007, the Town filed a "Petition to Reopen." The Town explained that it held two rounds of bidding on the project. The bids in the first round were in excess of the amount of funds available for the project. Prior to rebidding the project, the Town divided the project into two contracts: Contract 1 was for sludge removal, and Contract 2 was for line work. To enable the Town to construct as much of the line work as available funding would allow, the Town bid Contract 2 as five alternatives. The Town noted that none of the line work was to add customers, but instead was being proposed to correct inflow and infiltration problems.

The bids on Contracts 1 and 2 were opened on May 3, 2007. The Town awarded Contract 1 to the lowest bidder. Based on the bids received for Contract 2, the Town determined it would only have sufficient funds to construct Alternatives A and B. The Town believes the elimination of the remaining alternatives of Contract 2 is a change in the scope for the project requiring Commission approval. The Town requested expedited treatment to accommodate a pending bond closing.

Staff filed its "Initial and Final Joint Staff Memorandum" on June 21, 2007. Staff recommended approval of the change in scope of the project.

DISCUSSION

In the vast majority of certificate reopenings, the utility obtains additional funding and seeks permission to construct the project at the higher cost. In this filing, the Town seeks to avoid increasing the cost of the project by reducing the scope of the project. While this is a viable option, it raises the question of how and when the remainder of the proposed project will be accomplished. The September 28, 2006 Recommended Decision (Final Order, October 7, 2006) concluded that all aspects of this project were convenient and necessary. Furthermore, the Town implemented a 15.4% project-related rate increase to support the project. *See*, September 20, 2006, Final Joint Staff Memorandum. The remaining portions of Contract 2 are necessary and should be completed in the near future.

The Commission will require the Town to submit documentation describing its plan to eventually complete the remaining components of Contract 2.

FINDINGS OF FACT

1. The Town seeks to reduce the scope of the project approved by the September 28, 2006 Recommended Decision (Final Order, October 7, 2006).
2. Staff recommends approval of the Town's request to reduce the scope of the project.
3. By reducing the scope of the project, the total cost and the funding for the project will remain unchanged.

4. Although reduced in scope, the project will address (i) the sludge removal problem under Contract 1, and (ii) two of the five alternatives regarding line replacement contemplated under Contract 2.

CONCLUSIONS OF LAW

1. Approving the reduced scope will allow portions of the project to proceed without the need for a rate increase or additional funding.

2. As all aspects of Contracts 1 and 2 were approved as convenient and necessary by the September 28, 2006 Recommended Decision (Final, October 7, 2006), the Commission will require the Town to document its plan to complete the remaining portions of Contract 2.

ORDER

IT IS THEREFORE ORDERED that the change in the scope of the project, as described by Contract 1 and Alternatives A and B of Contract 2, is hereby approved.

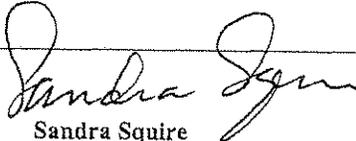
IT IS FURTHER ORDERED that in all other respects the September 28, 2006 Recommended Decision (Final, October 7, 2006) remains the final order of the Commission.

IT IS FURTHER ORDERED that within 30 days of the date of this Order the Town shall submit documentation describing how and when the Town plans to complete the remaining portions of Contract 2.

IT IS FURTHER ORDERED that upon entry of this Order this case shall be removed from the Commission's docket of open cases.

IT IS FURTHER ORDERED that the Commission's Executive Secretary serve a copy of this Order upon all parties of record by United States First Class Mail and upon Commission Staff by hand delivery.

A True Copy, Teste:


Sandra Squire
Executive Secretary

JJW/klm
060815ca.wpd

LAW OFFICES
ROBERT R. RODECKER
BB&T SQUARE
300 SUMMERS STREET, SUITE 1230
POST OFFICE BOX 3713
CHARLESTON, WEST VIRGINIA 25337

COPY

ROBERT R. RODECKER
rodecker@wvdsi.net

JAMES V. KELSH
OF COUNSEL
kelshlaw@yahoo.com

AREA CODE 304
343-1654

FACSIMILE
343-1657

July 27, 2006

Ms. Sandra Squire
Executive Secretary
Public Service Commission
201 Brooks Street
Charleston, West Virginia 25301

RE: CASE NO. 06-0815-PSD-CN
TOWN OF WEST HAMLIN

Application for a certificate of convenience and necessity for the construction, operation and maintenance of improvements and renovations to and sludge removal relating to its sewer system in Lincoln County and for approval of financing related thereto.

Dear Ms. Squire:

Enclosed herein please find the original and twelve (12) copies of an Affidavit evidencing publication of the Notice of Filing Order entered in the above-referenced proceeding on June 21, 2006. As evidenced by the Affidavit, publication occurred on June 28, 2006; therefore, the 30 day protest period will expire tomorrow, July 28th.

A copy of this filing is today being served upon Staff Attorney C. Terry Owen as evidenced by the Certificate of Service attached hereto.

Should you have any questions regarding this filing, please do not hesitate to contact me.

Sincerely,



Robert R. Rodecker
WV State Bar No. 3145

bg
enclosure

cc: C. Terry Owen, Esquire
Alben DuVall, Mayor

Publishers Of: The Lincoln Journal / The Weekly News Sentinel / The Lincoln Times

AFFIDAVIT OF PUBLICATION

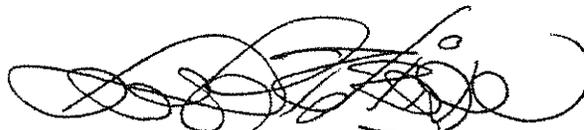
STATE OF WEST VIRGINIA
COUNTY OF LINCOLN, to wit:

I, **THOMAS A ROBINSON**, Publisher, being duly sworn upon my oath do depose and say that I am proprietor of the entitles:

The Lincoln Journal and *The Weekly News Sentinel* two separate newspapers, both being a weekly newspaper; plus our internet site www.lincolnjournal.com where your legal advertisement appeared at no extra cost to you; that such papers have been published for more than one year prior to publication of the annexed notice described below; that such newspapers are regularly published weekly, for at least fifty weeks during the calendar year, the Municipality of Hamlin, Lincoln County, West Virginia; that such newspapers are newspapers 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 aforesaid municipality and county; that such newspapers average in length of four or more pages, exclusive of any cover, per issue; that such newspapers are circulated to the general public at a definite price or consideration; that such newspapers are newspapers to which the general public resorts for posting of a political, religious, commercial and social nature, and for current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of

Form #14 Public Service Commission Case # 06-0815-S-CN

was duly published in said newspapers once a week for 1 week(s), commencing with the issue 28th day of June 2006 and ending with the issue of the 28th day of June 2006 that said annexed notice was published on the following date(s): June 28, 2006 and the cost of publishing the annexed notice as aforesaid was \$808.33.

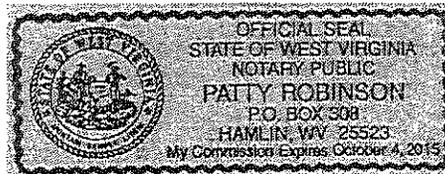


Thomas A Robinson, Publisher

Taken, subscribed and sworn before me in my said county this 26th day of July 2006.

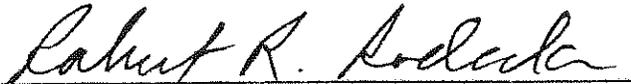


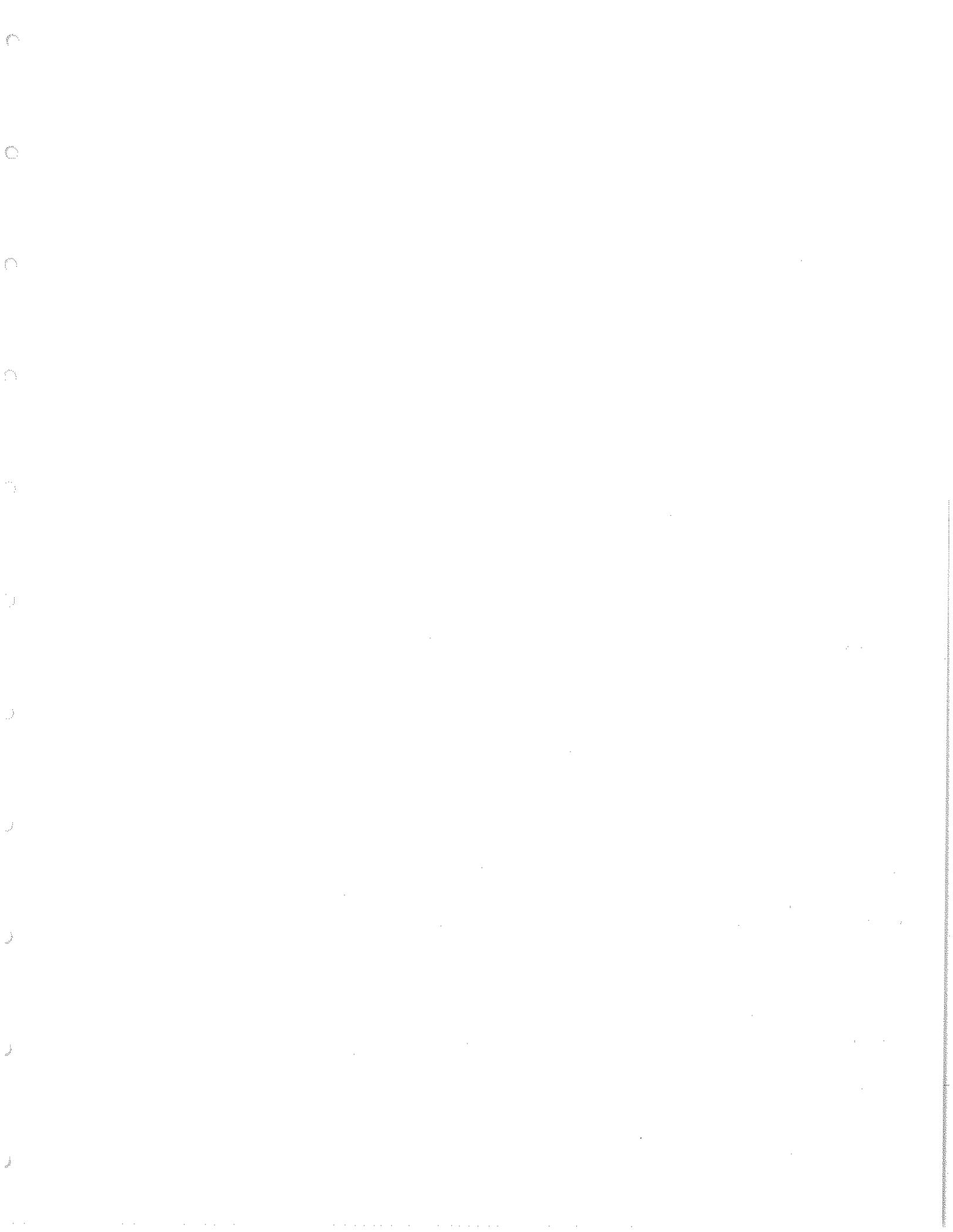
Patty Robinson, Notary Public of Lincoln County, West Virginia.
My commission expires **October 4, 2015**.



CERTIFICATE OF SERVICE

I, Robert R. Rodecker, counsel for the Town of West Hamlin, do hereby certify that a copy of the foregoing filing has been served upon Staff Attorney C. Terry Owen, via hand delivery to the offices of the Public Service Commission, 201 Brooks Street, Charleston, West Virginia, on this 27th day of July, 2006.


Robert R. Rodecker



LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE Town Council

OF THE Town of West Hamlin

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

FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO

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

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

FOUR HUNDRED EIGHTY-TWO THOUSAND AND XX / 100 DOLLARS (\$482,000.00)

pursuant to the provisions of Chapter 16, Article 13, West Virginia Code ; and

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

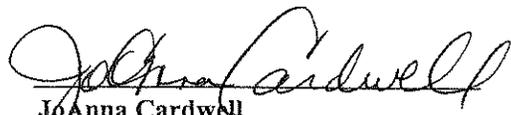
NOW THEREFORE, in consideration of the premises the Association hereby resolves:

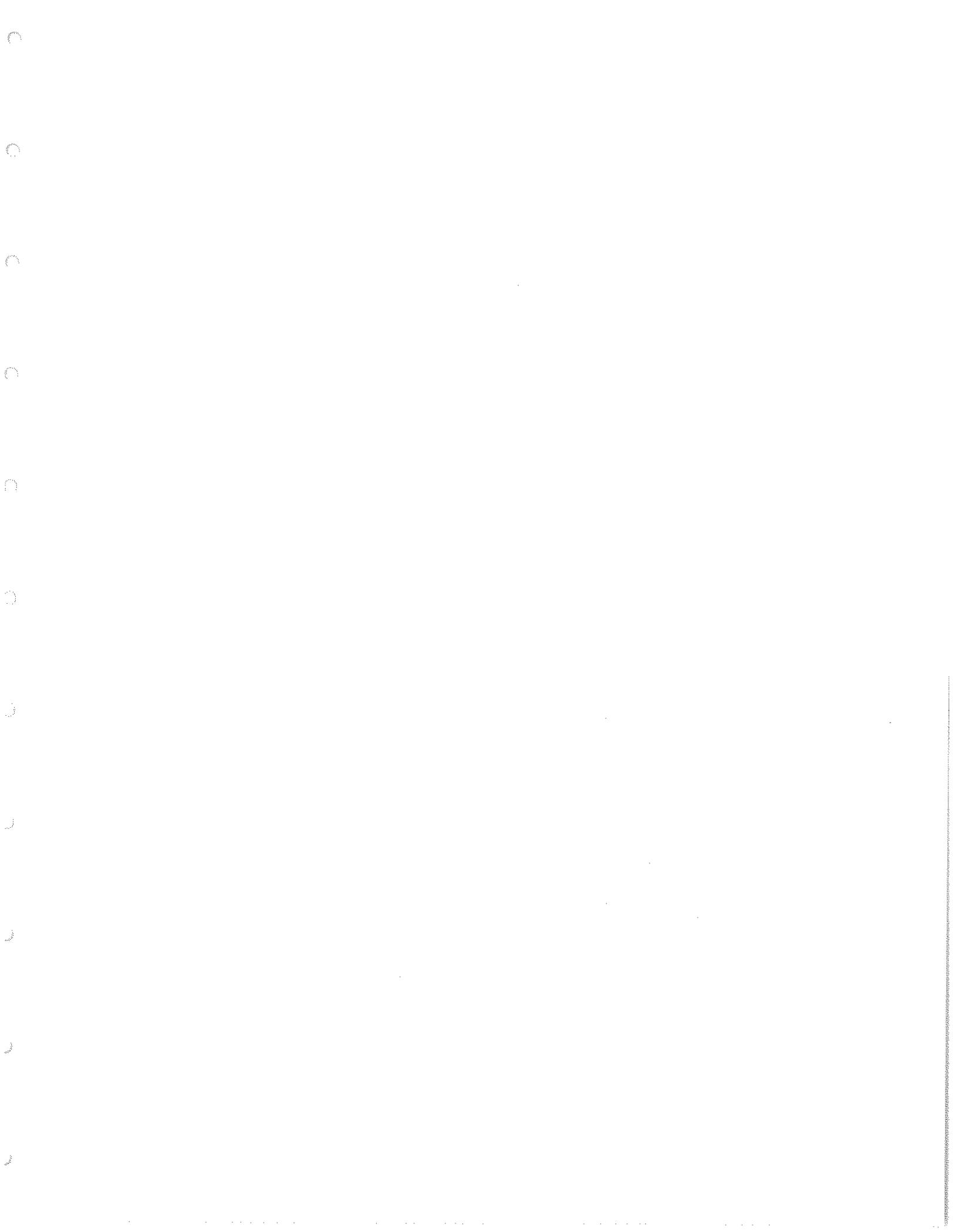
1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds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

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Town Recorder of the Town of West Hamlin
 hereby certify that the Town Council of such Association is composed of
five members, of whom five constituting a quorum, were present at a meeting thereof duly called and
 held on the FIRST day of AUG, 2005; and that the foregoing resolution was adopted at such meeting
 by the vote shown above, I further certify that as of June 28, 2007,
 the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been
 rescinded or amended in any way.

Dated, this 28th day of June, 2007


 Joanna Cardwell
 Title Recorder





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

June 28, 2007

**Town of West Hamlin
Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)**

TO WHOM IT MAY CONCERN:

The undersigned duly authorized representative of the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, the present holder of the Series 1980 Bonds, hereinafter defined and described, hereby (i) consents to the issuance of the Water Revenue Bonds, Series 2007 A (United States Department of Agriculture) (the "Series 2007 A Bonds"), in the original aggregate principal amount of not to exceed \$482,000, by the Town of West Hamlin (the "Issuer"), under the terms of the bond ordinance authorizing the issuance of the Series 2007 A Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's outstanding Water Revenue Bonds, Series 1980, dated December 15, 1980 (the "Series 1980 Bonds" or the "Prior Bonds"); (ii) waives any requirements imposed by the Prior Bonds or the ordinances authorizing the Prior Bonds (the "Prior Ordinances"), regarding the issuance of parity bonds; and (iii) consents to any amendments made to the Prior Ordinances by the Ordinance, if any.

A handwritten signature in black ink, consisting of a series of connected loops and curves, positioned above the title "State Director".

State Director

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

Committed to the future of rural communities.

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

TOWN OF WEST HAMLIN

Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

RECEIPT FOR BOND

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

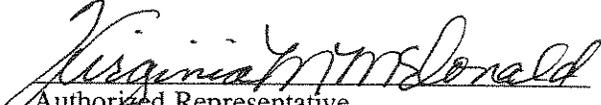
1. On the 28th day of June, 2007, at West Hamlin, West Virginia, the undersigned received for the Purchaser the single, fully registered Town of West Hamlin Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A (United States Department of Agriculture), No. AR-1 (the "Bond"), in the principal amount of \$482,000, dated as of the date hereof, bearing interest at the rate of 4.125% per annum, and payable in monthly installments as stated in the Bond. The Bond represents the entire above-captioned Bond issue.

2. At the time of such receipt, the Bond had been executed and sealed by the designated officials of the Town of West Hamlin (the "Issuer").

3. At the time of such receipt, there was paid to the Issuer the sum of \$120,800, being a portion of the principal amount of the Bond. The balance of the principal amount of the Bond will be paid to the Issuer as acquisition and construction of the Project progresses.

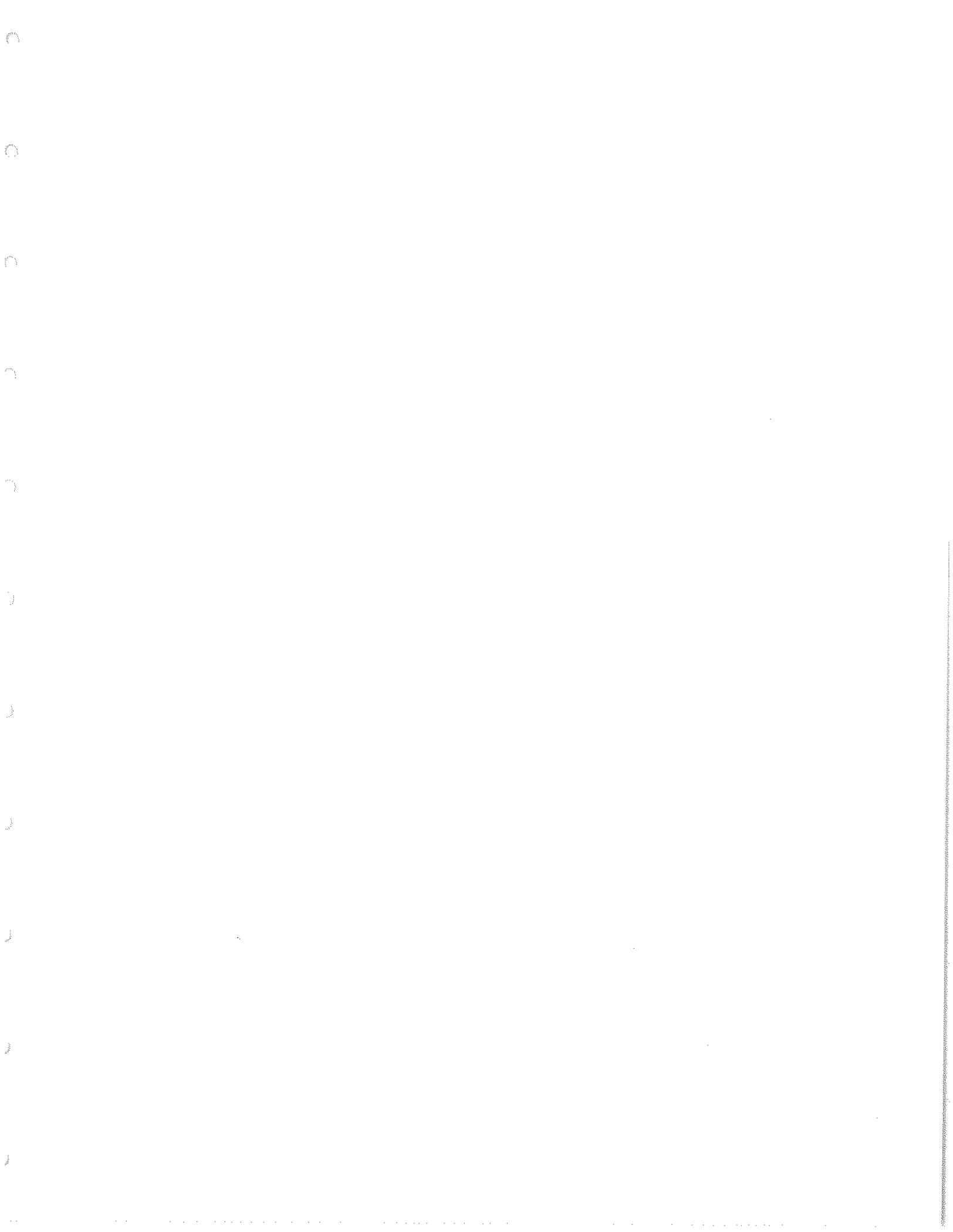
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WITNESS my signature on date first written above.


Authorized Representative

12.21.06
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TOWN OF WEST HAMLIN

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2007 A
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$482,000

REGISTRATION BOOK

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

<u>Bond No.</u>	<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature of Secretary of Registrar</u>
AR-1	June 28, 2007	United States Department of Agriculture	

12.21.06
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TOWN OF WEST HAMLIN

COMBINED WATERWORKS AND SEWERAGE SYSTEM BONDS, SERIES 2007
(UNITED STATES DEPARTMENT OF AGRICULTURE)

\$482,000

SPECIMEN

No. AR-1

Date: June 28, 2007

FOR VALUE RECEIVED, the TOWN OF WEST HAMLIN (herein called "Borrower") promises to pay to the order of the United States of America (the "Government"), or its registered assigns, at its National Finance Office, St. Louis, Missouri 63103, or at such other place as the Government may hereafter designate in writing, the principal sum of FOUR HUNDRED EIGHTY-TWO THOUSAND DOLLARS (\$482,000), plus interest on the unpaid principal balance at the rate of 4.125% per annum. The said principal and interest shall be paid in the following installments on the following dates: Monthly installments of interest only, commencing 30 days following delivery of this Bond and continuing on the corresponding day of each month for the first twenty-four months after the date hereof, and \$2,097, covering principal and interest, thereafter on said corresponding day of each month, except that the final installment shall be paid at the end of 40 years from the date of this Bond, in the sum of the unpaid principal and interest due on the date thereof, and except that prepayments may be made as provided herein below. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

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

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

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

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

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

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

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

This Bond, together with any additional bonds ranking on a parity herewith which may be issued and outstanding for the purpose of providing funds for financing costs of acquisition and construction of additions, betterments and improvements to the combined waterworks and sewerage system (the "System") of Borrower, is payable solely from and secured by the revenues to be derived from the operation of the System. This Bond does not in any manner constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation, nor shall the Borrower be obligated to pay the same or the interest thereon except from the special fund so provided.

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

denomination or denominations, for the like principal amount, will be issued to the transferee in exchange herefor.

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

This Bond has been issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including, among others, Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (herein called the "Act"), and an Ordinance of Borrower duly enacted on May 7, 2007, as supplemented by Supplemental Resolution duly adopted by the Issuer on June 26, 2007 authorizing issuance of this Bond (collectively, the "Ordinance").

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

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

THIS BOND IS ISSUED ON A PARITY, AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, WITH THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1980, DATED DECEMBER 15, 1980, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$721,000 AND CURRENTLY HELD BY THE UNITED STATES DEPARTMENT OF AGRICULTURE.

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

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

TOWN OF WEST HAMLIN

[CORPORATE SEAL]



Mayor
P.O. Box 221
West Hamlin, West Virginia 25571

ATTEST:



Recorder

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	\$120,800	June 28, 2007	(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				\$	<u> </u>

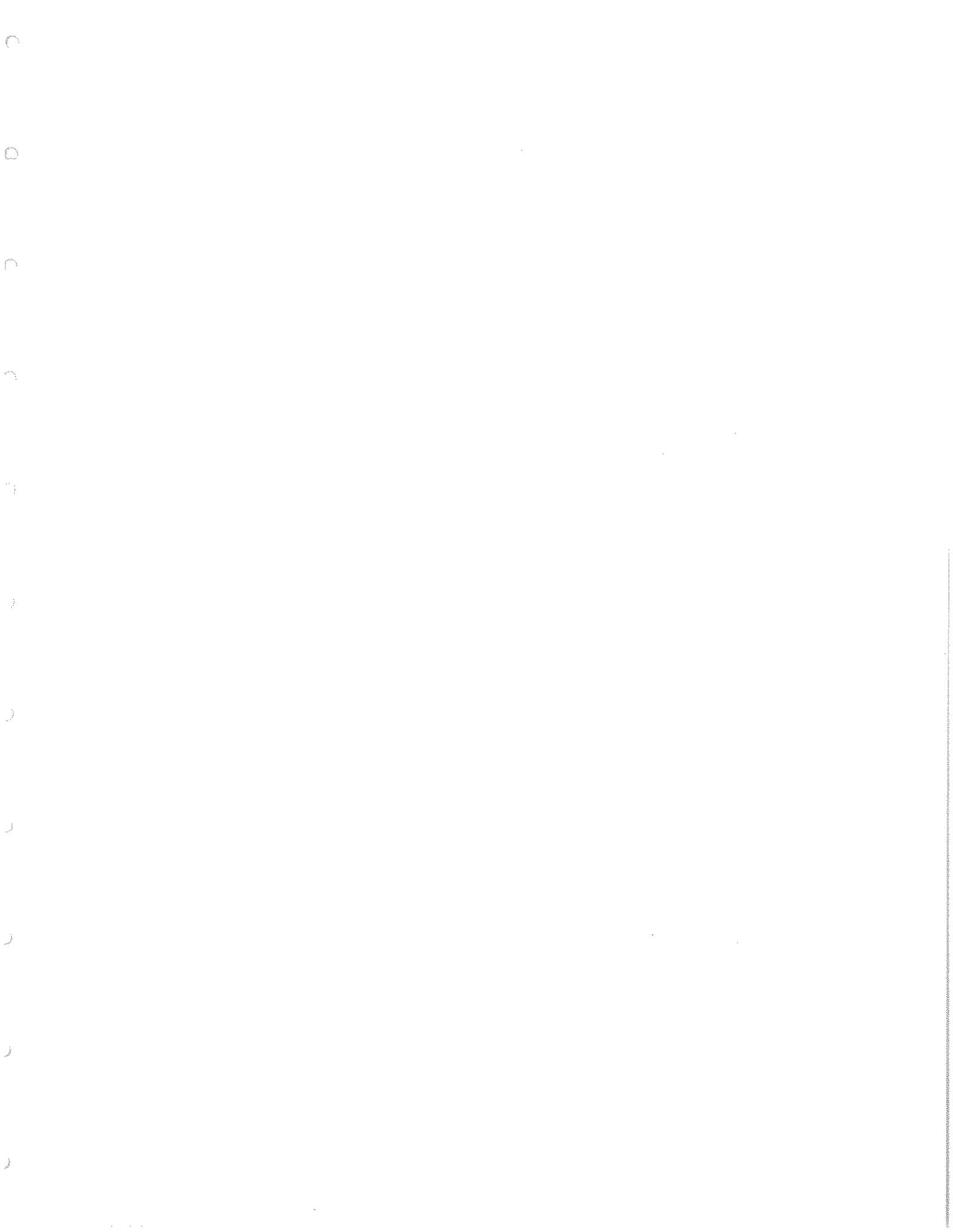
(Form of Assignment)

ASSIGNMENT

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

Dated: _____, _____.

In presence of:



June 28, 2007

Town of West Hamlin
Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

Town of West Hamlin
West Hamlin, West Virginia

United States Department of Agriculture
Parkersburg, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the Town of West Hamlin, in Lincoln County, West Virginia (the "Issuer"), of its \$482,000 Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A, dated the date hereof (the "Bond"), pursuant to Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (the "Act"), and a bond ordinance of the Issuer duly enacted on May 7, 2007 as supplemented by Supplemental resolution duly adopted on June 26, 2007 (collectively the "Bond Legislation"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

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

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

1. The Issuer is duly created and validly existing as a municipal corporation and political subdivision of the State of West Virginia with full power and authority to adopt and enact the Bond Legislation, perform the agreements on its part contained therein and issue and sell the Bond, pursuant to the provisions of the Act and other applicable provisions of law.
2. The Bond Legislation has been duly adopted and enacted by the Issuer and constitutes a valid and binding obligation of the Issuer enforceable upon the Issuer.
3. Pursuant to the Act, the Bond Legislation creates a valid lien on the funds pledged by the Bond Legislation for the security of the Bond, but subject to no other lien granted under the Act.

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

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

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

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

Very truly yours,


STEPTOE & JOHNSON PLLC

12.21.06
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LAW OFFICES
ROBERT R. RODECKER
BB&T SQUARE
300 SUMMERS STREET, SUITE 1230
POST OFFICE BOX 3713
CHARLESTON, WEST VIRGINIA 25337

ROBERT R. RODECKER
rodecker@wvdsi.net

JAMES V. KELSH
OF COUNSEL
kelshlaw@yahoo.com

AREA CODE 304
343-1654

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343-1657

June 28, 2007

Town of West Hamlin
Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

Town of West Hamlin
West Hamlin, West Virginia

United States Department of Agriculture
Parkersburg, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

I am counsel to the Town of West Hamlin, a municipal corporation and political subdivision of the State of West Virginia in Lincoln County of said State (the "Issuer"). As such counsel, I have examined a copy of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a bond ordinance of the Issuer duly enacted on May 7, 2007 as supplemented by Supplemental Resolution duly adopted by the Issuer on June 26, 2007 (collectively, the "Bond Legislation"), and other documents and papers relating to the Issuer and the above-captioned Bond of the Issuer (the "Bond"). Terms used in the Bond Legislation and not otherwise defined herein shall have the same meanings as in the Bond Legislation when used herein.

I am of the opinion that:

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

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

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

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

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

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

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

Sincerely,



Robert R. Rodecker

RRR/bg

TOWN OF WEST HAMLIN

Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

COMBINED CERTIFICATE OF ISSUER AND ATTORNEY ON:

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

We, the undersigned MAYOR and RECORDER of the Town of West Hamlin, in Lincoln County, West Virginia (the "Issuer"), and the undersigned COUNSEL to the Issuer, acting for the Issuer and in its name, hereby state and certify in connection with the Town of West Hamlin Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A (United States Department of Agriculture), No. AR-1, fully registered, dated the date hereof, in the principal amount of \$482,000, and bearing interest at the rate of 4.125% per annum (the "Bond"), as follows:

1. AUTHORIZATION AND AWARD OF BOND: The undersigned are authorized to execute this certificate on behalf of the Issuer and are knowledgeable with respect to the matters set forth herein. The entire issue of the Bonds has been duly awarded to the United States of America, acting by the United States Department of Agriculture, Rural Utilities Service (the "Purchaser"), pursuant to a Letter of Conditions from the Purchaser, as amended, and as appears in Section 7.03 of the Bond Ordinance duly enacted

on the 7th day of May, 2007 as supplemented by Supplemental Resolution duly adopted on June 26, 2007, authorizing issuance of the Bond (collectively the "Ordinance" or "Bond Ordinance"). Terms used herein and not otherwise defined herein shall have the same meaning as defined in the Bond Ordinance when used herein. The Bond is being issued on this date to permanently finance a portion of the acquisition and construction of the Project located within the boundaries of the Issuer.

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

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

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

There are outstanding obligations of the Issuer which will rank on a parity with the Series 2007 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1980 (United States Department of Agriculture) dated December 15, 1980 issued in the original aggregate principal amount of \$721,000 (the "Prior Bonds" or the "Series 1980 Bonds"). Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

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

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

Town Charter

Oaths of Office of Officers and Council members

Bond Ordinance

Sewer Rate Ordinance & Water Rate Ordinance

Affidavit of Publication on Rate Ordinances

Minutes on Adoption and Enactment of Rate Ordinances

Affidavit of Publication on Bond Ordinance

Minutes on Adoption and Enactment of Bond Ordinance

United States Department of Agriculture of Conditions and all amendments thereto

Public Service Commission Order

United States Department of Agriculture Grant Agreement

Evidence of Appalachian Regional Commission Grant

Receipt and Release of Step I Loan

7. INCUMBENCY AND OFFICIAL NAME, ETC.: The proper corporate title of the Issuer is "Town of West Hamlin" and it is a municipal corporation and political subdivision of the State of West Virginia in Lincoln County of said State. The

governing body of the Issuer is its Council presently consisting of 5 council members and a Mayor and Recorder, all duly elected, qualified and serving, whose names and dates of commencement and termination of current terms of office are as follows:

<u>Name</u>		<u>Date of Commencement of Term of Office</u>	<u>Date of Termination of Term of Office</u>
Alben R. DuVall	- Mayor	July 1, 2003	June 30, 2007
JoAnna Cardwell	- Recorder	July 1, 2006	June 30, 2007
Sherrie Porter	- Councilman	July 1, 2003	June 30, 2007
Les Pullen	- Councilman	July 1, 2003	June 30, 2007
Joey Crum	- Councilman	July 1, 2003	June 30, 2007
Robert Bias	- Councilman	July 1, 2003	June 30, 2007
Connie James	- Councilman	July 1, 2003	June 30, 2007

The duly appointed and acting Counsel to the Issuer is James W. Gabehart, Esquire, Hamlin, West Virginia.

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

At the time of delivery of the Bond, the amount of \$120,800 was received by the undersigned Mayor, being a portion of the principal amount of the Bond, the balance to be paid as acquisition and construction of the Project progresses.

The Bond is dated the date hereof and interest on advances thereon at the rate of 4.125% per annum is payable from the date of each respective advance.

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

9. LAND AND RIGHTS OF WAY: All land in fee simple and all rights of way and easements necessary for the acquisition and construction of the Project, the operation and maintenance of the System have been acquired or can and will be acquired by purchase, or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by

condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Bond.

10. MEETINGS; PUBLICATION AND POSTING OF NOTICES, ETC.:

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

11. CONTRACTORS' INSURANCE, ETC.:

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

12. CONNECTIONS, ETC.:

The Issuer will serve at least 418 bona fide full time users of the System, upon completion of the Project, in full compliance with the requirements of the Purchaser.

13. MANAGEMENT:

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

14. GRANTS:

As of the date hereof, the grant from the Purchaser in the amount of \$246,700 and the grant from the Appalachian Regional Commission Grant Program in the amount of \$400,000 are committed and in full force and effect.

15. CONFLICT OF INTEREST:

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

16. PROCUREMENT OF ENGINEERING SERVICES:

The Issuer has complied in all respects with the requirements of Chapter 5G, Article 1 of the West Virginia

Code of 1931, as amended, in the procurement of engineering services to be paid from proceeds of the Bonds.

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

[Remainder of Page Intentionally Left Blank]

WITNESS our signatures and the official corporate seal of the TOWN OF WEST HAMLIN on this 28th day of June, 2007.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

Alben K. Steiner

Mayor

John Caldwell

Recorder

Counsel to Issuer

06.18.07
953370.00001

WITNESS our signatures and the official corporate seal of the TOWN OF WEST
HAMLIN on this 28th day of June, 2007.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

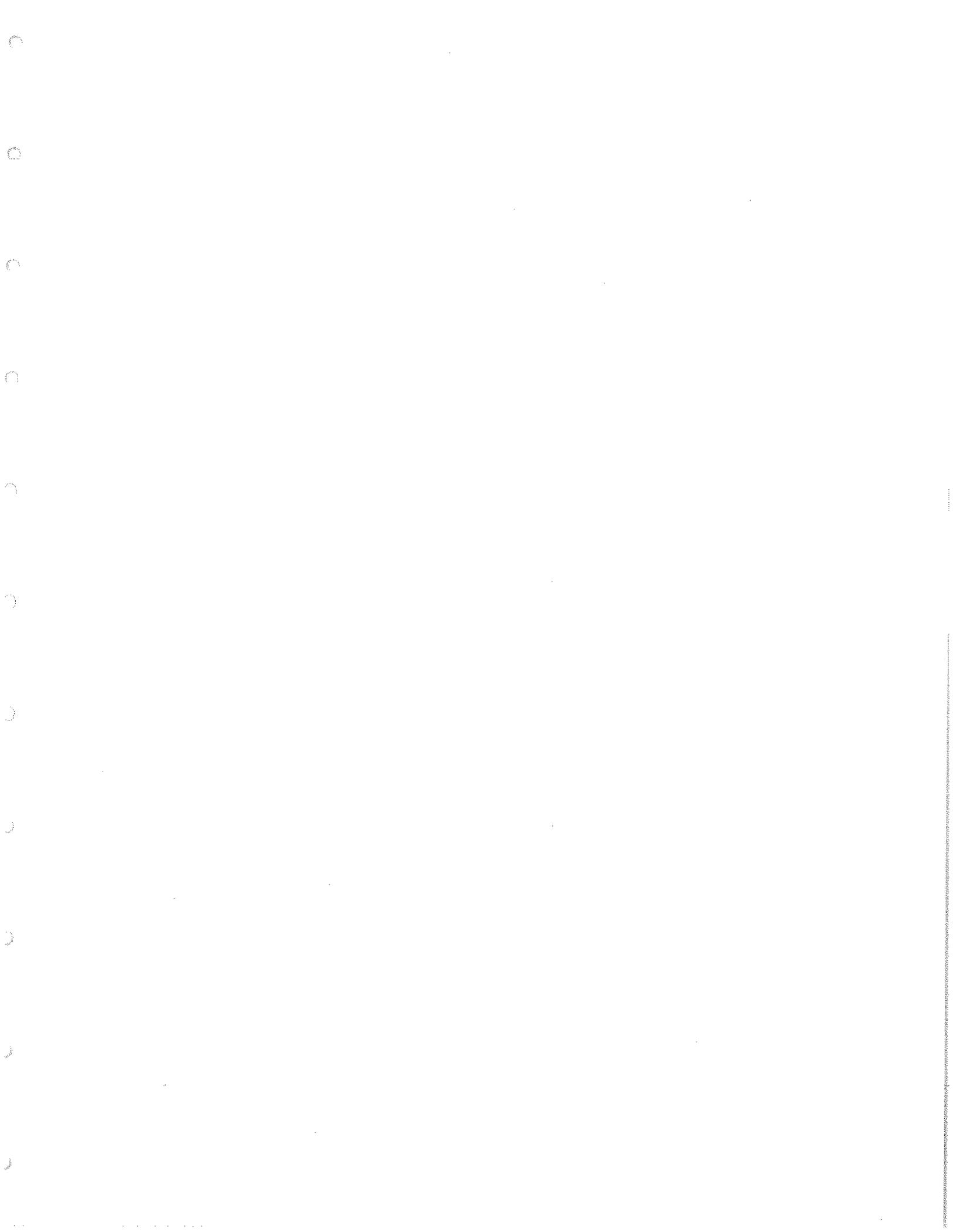
Mayor

Recorder

Lahut R. Locke

Counsel to Issuer

12.21.06
953370.00001



TOWN OF WEST HAMLIN

Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

ENGINEER'S CERTIFICATE

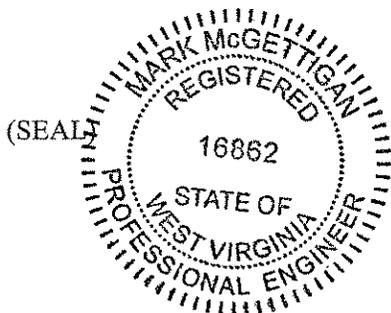
I, Mark McGettigan, Registered Professional Engineer, West Virginia License No.16862, of E. L. Robinson Engineering Co., Charleston, West Virginia, hereby certify that my firm is the engineer for the acquisition and construction of improvements and extensions to the sewer portion of the existing combined waterworks and sewerage system (the "Project") of the Town of West Hamlin (the "Issuer"), to be acquired and constructed in Lincoln County, West Virginia, which acquisition and construction are being financed in part by the above-captioned revenue bond of the Issuer.

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

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

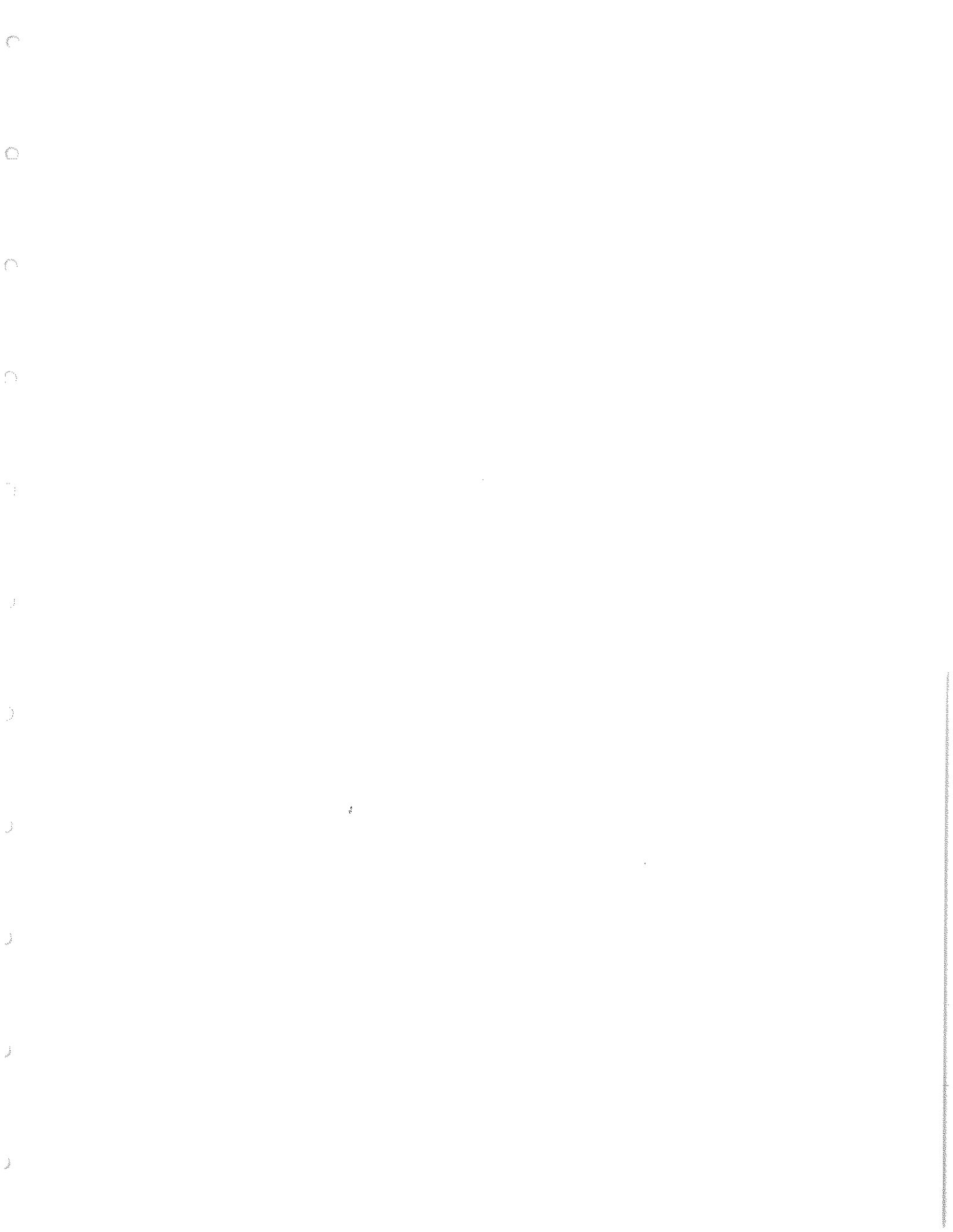
WITNESS my signature on this 28th day of June, 2007.

E. L. ROBINSON ENGINEERING CO.




Mark McGettigan, P.E.
West Virginia License No. 16862

953370.00001



June 28, 2007

Town of West Hamlin
Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

Town of West Hamlin
West Hamlin, West Virginia

United States Department of Agriculture
Parkersburg, West Virginia

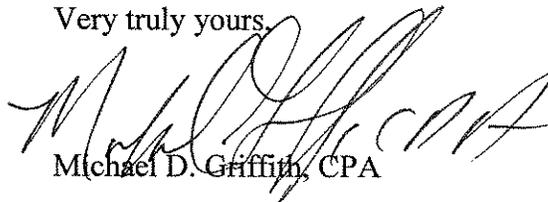
Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges as set forth in the sewer rate ordinance of the Town of West Hamlin (the "Issuer") enacted July 24, 2006, and the water rate ordinance of the Issuer enacted April 14, 2005, and the projected operating expenses and anticipated customer usage as furnished to us by E.L. Robinson, the Consulting Engineer to the Issuer, it is our opinion that such rates and charges will be sufficient to provide Revenues in each Fiscal Year sufficient to produce Net Revenues equal to not less than 110% of the annual debt service on the Prior Bonds, as defined in the Bond Ordinance, and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A (United States Department of Agriculture) (the "Bonds"), and sufficient to make the payments into the Combined Waterworks and Sewerage System Revenue Bonds, Series 1980 (United States Department of Agriculture) dated December 15, 1980 issued in the aggregate principal amount of \$721,000 (the "Prior Bonds") Reserve Funds, the Series 2007 A Bonds Reserve Fund and the Depreciation Reserve and all the necessary expenses of operating and maintaining the System during such Fiscal Year.

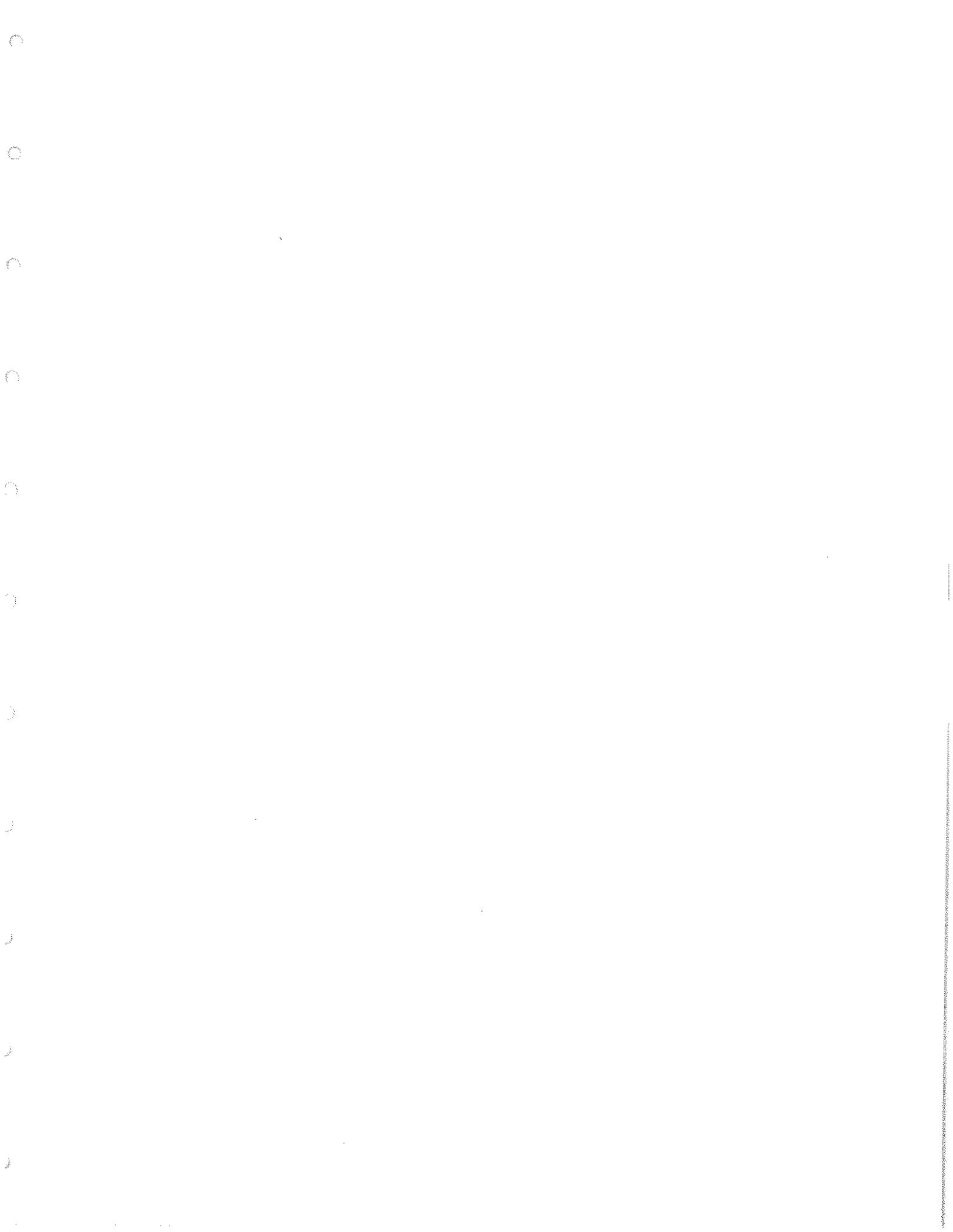
It is further my opinion that the Net Revenues for the Fiscal Year following the year in which the Bonds are issued will be at least 120% of the average annual debt service requirements on the Bonds and the Prior Bonds.

Very truly yours,



Michael D. Griffith, CPA

MDG/rm



CERTIFICATE OF INCORPORATION
OF THE TOWN OF WEST HAMLIN, WEST VIRGINIA

It appearing to the Court that under the provisions of Article Two Chapter Eight of the Code of West Virginia, at an election duly held on the 5th day of April, 1947, a majority of the votes cast on the question of incorporation by qualified voters residing in the following boundary, to-wit:

BEGINNING at a concrete monument on the southeast corner of the School House Lot in West Hamlin, West Virginia; thence N. 46 deg. 35' E. 536 feet to a marker; thence S. 38 deg. 15' E. 295 feet to a marker; thence S. 46 deg. 30' E. 602 feet to a marker; thence S. 36 deg. 45' W. 200 feet to a marker; thence S. 60 deg. 35' E. 385 feet to a marker; thence S. 75 deg. 10' E. 724 feet to a marker; thence due North 200 feet to a marker; thence N. 72 deg. 45' E. 1054 feet to a marker; thence S. 85 deg. E. 1572 feet to a marker; thence due South 200 feet to a marker; thence S. 85 E. 205 feet to a marker; thence N. 79 deg. 30' E. 1053 feet to a marker; thence N. 89 deg. 45' E. 1258 feet to a marker; thence S. 81 deg. 30' E. 95 feet to a marker; thence S. 37 deg. 30' E. 142 feet to a marker; thence North 50 deg. 45' E. 400 feet to a marker; thence N. 40 deg. 45' W. 250 feet to a marker; thence N. 73 deg. 15' W. 270 feet to a marker; thence North 86 deg. W. 1338 feet to a marker; thence S. 85 deg. W. 1022 feet to a marker; thence N. 86 deg. W. 1828 feet to a marker; thence S. 72 deg. 45' W. 1002 feet to a marker; thence N. 75 deg. 30' W. 484 feet to a marker; thence N. 62 deg. 30' W. 255 feet to a marker; thence N. 46 deg. 45' W. 525 feet to a marker; thence N. 39 deg. 30' W. 300 feet to a marker; thence due North 1865 feet

to a marker located at the back of the residence of W. J. B. Mabe; thence S. 75 deg. 45' W. 220 feet to the North end of a culvert running under State Route No. 10; thence following said culvert across said State Route; thence S. 54 deg. 30' W. 2390 feet to a marker, said last call crossing the C. & O. Railroad and the Guyandotte River diagonally; thence a straight line the distance of 635 feet to the Southwest corner of the Vance Addition to the Town of West Hamlin, West Virginia; thence due South with the South boundary line of said Addition the distance of 1040 feet to a marker; thence due East 345 feet to a marker at the edge of State Route No. 10; thence across said State Route and the Guyandotte River N. 84 deg. 30' E. 675 feet to a marker back of Freer Scites' residence; thence N. 42 deg. 45' E. 955 feet to the place of BEGINNING, said territory contains .27 square mile, were cast in favor of the incorporation of the Town of West Hamlin, in the County of Lincoln, bounded as herein set forth. And as it appears to the satisfaction of the Court that all of the provisions of Article Two, Chapter Eight of the Code of West Virginia have been complied with by the petitioners for said incorporation, said Town is hereby declared to be a body corporate, duly authorized to exercise all the corporate powers conferred upon towns or villages by Articles Three to Fifteen, inclusive, of Chapter Eight of the Code of West Virginia, from and after the date of this Certificate.

Given under my hand this 12th day of April, 1947.

/s/ J. H. SMITH, Clerk
of the Circuit Court of
Lincoln County, West Virginia.

IN THE CIRCUIT COURT OF LINCOLN COUNTY,

WEST VIRGINIA.

MATTER OF CERTIFICATE OF INCORPORATION OF THE TOWN OF WEST HAMLIN, WEST VIRGINIA

ORDER

This cause came on this day to be heard upon the petition filed herein, the exhibits filed herein, upon the evidence introduced, and upon argument of counsel, and after inspection of the certificate of the election held herein, and upon satisfactory proof that all the provisions of chapter eight of the Code of West Virginia, had been complied with by the applicants for said incorporation of the town of West Hamlin, West Virginia, and the Court being of the opinion that said petitioners are entitled to the relief prayed for in their petition.

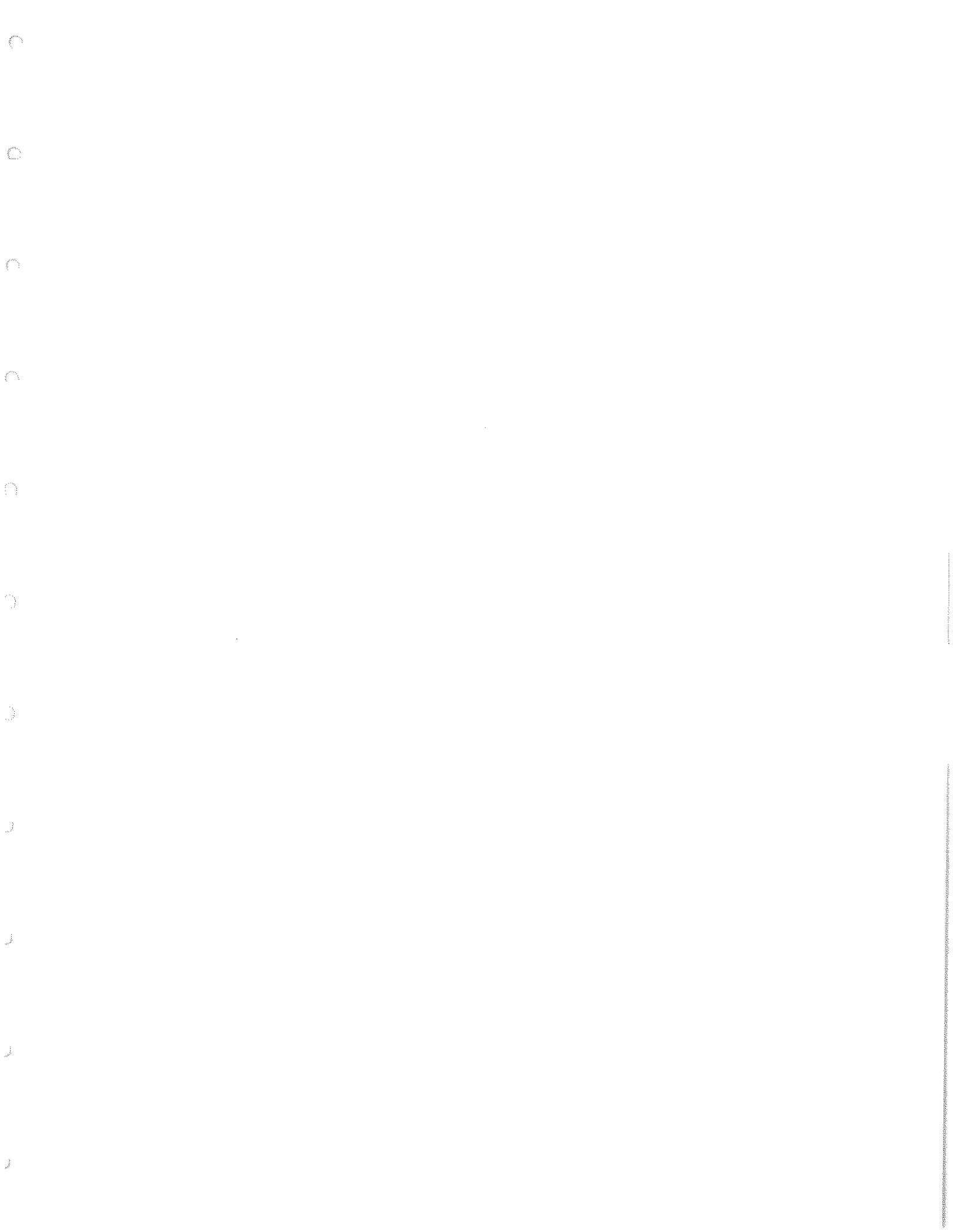
IT IS, THEREFORE, adjudged, ordered and decreed that the Clerk of this Court issue a certificate of incorporation for the town of West Hamlin, West Virginia, in former substance as specified by the Code of West Virginia.

It is further ordered that F. P. Williams, Tom Greenwood and E. W. Smith be and they are hereby appointed as commissioners for the purpose of holding the first election for officers of the said town of West Hamlin, West Virginia, said election to be held and conducted according to chapter eight of the Code of West Virginia.

It is further ordered that all reasonable costs incurred in procuring the incorporation of the town of West Hamlin, West Virginia, be paid by said corporation.

Date: April 7, 1947

ENTER: J. H. [Signature]
Judge.



TOWN OF WEST HAMLIN

JULY 3, 2006

The Town of West Hamlin met in early session on Monday evening, JULY 3, 2006, beginning at 6:15 p.m. for the purpose of a public hearing

Present: Alben DuVall, Mayor
Jo Anna Cardwell, Recorder
Les Pullen, Council
Robert Bias, Council
Joey Crum, Council
Sherrill Porter, Council
Connie James, Council
Jim Boggs, Region II
Eddie Parsons, Water Plant Supervisor
Visitors (see attached list)

Prior to the regular meeting, there was public hearing to discuss the proposed SCBG Application for the Water Treatment Upgrade/ and Water Storage System Improvement Projects.

Mr. Boggs spoke to Mayor and Council regarding the purpose of the SCBG application and confirm that the town has still obligated itself to \$50,000.00 toward the project. Mayor and Council agreed that the town is still in favor of this grant and to proceed with the application.

Mayor DuVall opened the July 3rd council meeting, at 6:30 p.m... Before proceeding with the reading of the June 5th minutes, Mayor DuVall opened the nomination for Town Recorder. He explained that there were only 2 applicants that applied by the deadline of May 31, 2006. He advised council that one of the applicants had withdrawn. The remaining applicant is Jo Anna Cardwell. He opened the floor for nominations, Robert Bias made motion to nominate Jo Anna Cardwell as recorder, seconded by Les Pullen, all voted, motion carried.

Jo Anna Cardwell, read the June 5th minutes of the Council meeting. Sherrill Porter made motion to approve the minutes, seconded by Robert Bias, motion was approved by all.

Jim Boggs with Region II Planning, address council concerning the Small Cities Block Grant application FY2006. Mr. Boggs presented Mayor and Council with 2 resolutions. The First resolution was the Community Development and Housing Needs Assessment, Connie James made motion to accept the resolution, seconded by Robert Bias, motion approved by all. The Second resolution was to give Mayor DuVall authority to sign all documents required for the application,

upon motion made by Les Pullen, seconded by Sherrill Porter, motion was approved by all. Mayor DuVall proceeded with signing all necessary documentation.

Connie James presented council with a drug policy bullet points for the council to review. Mayor DuVall acknowledges this outline and accepts as a discretionary review. He asked that a complete copy be given to Mayo and other Council members for review. Councilwoman James said she would bring the policy into the office on Wednesday to have Jo Anna make copies for them to pickup.

The first reading of the rate ordinance for the sewer department was review with mayor and council; this is a two phase increase. The first phase beginning September 7, 2006, first 2,500 gallon \$6.00 per 1000 gallon with a minimum bill \$15.00 per month. The second phase upon completion of the sewer project or June 1, 2007 whichever comes first, the rate will be first 3,000 gallon at \$7.00 per 1,000 gallon, with a minimum bill \$21.00 per month. Upon a motion made by Connie James to accept the ordinance, seconded by Robert Bias, motion was approved by all. Motion carried.

The Town of West Hamlin and Police Department bills were presented for payment and on a motion made by Les Pullen, second by Robert Bias, motion passed.

The Water and Sewer Department bills were also presented for payment and on a motion made by Les Pullen, second by Robert Bias.

Jo Anna Cardwell, explained to council that Tommy Adkins with Tri-River Transit came into the office and stated that in order for the town to have a voted on their board that the minimum donation must be \$500.00. Jo Anna advised him at that time that he needs to come to council meeting and discussion with the council. He did not appear before council on this date and mayor and council agreed that the \$250.00 donation stands as it.

Jo Anna Cardwell presented council with a warranty renewal from Kustom Signs. She explained that this is a 1 year renewal for the Pro-1000 single antenna radar. Connie James, made motion to table this until council can discuss this with Officer Enochs, seconded by Sherrill Porter, motion approved by all. Motion carried.

Joey Crum talked to mayor and council about placing "No Jake Brake Signs" on Rt 3, Rt 10, and Dairy road.

ATV ordinance was discussed briefly, Connie James made a motion to table this until the next regular meeting, seconded by Joey Crum, all approved. Motion carried.

A letter from the West Hamlin Volunteer Fire Department was presented to council requesting a donation for the new fire truck. Mayor and Council agreed that we would make no donations.

Connie James advised council that it is her understanding that at the April County Commission meeting that they had designated \$50,000.00 for the Town of West Hamlin to water project. She advised mayor and council that there will be a meeting Thursday, July 6, 2006 at 6:00 p.m.. She

said it would be in the towns best interested to apologize to the commission for not attending the April meeting. She said will definitely attend this meeting.

A delegation from Mud River and Big Creek area questioned the delays on Mud River Project. It was explained to them that due to day to day activities at the plant and leaks, we have not been able to work in that area. Mayor DuVall explained that we will work on this project as time and funds permit.

Jo Anna Cardwell, presented council with budget revision #1 for the General Fund and Coal Severance for the 2006/2007 year. Sherrill Porter made motion to accept the revision, seconded by Robert Bias, all approved. Motion carried.

Jo Anna Cardwell, advised council that the Senior Citizen Center was looking into getting a dumpster and asked that we would split the cost with them. Les Pullen made motion the L.C.O.C. pay the full cost of the dumpster, seconded by Connie James, all approved. Motion carried.

Jo Anna Cardwell advised council that David McCoy has damaged his glasses while working under one of the truck and requested that his glasses be replaced. Connie James made motion that the water department pay for the replacement of David McCoy's glasses, Sherrill Porter seconded, all approved. Motion carried.

The town policeman's time sheet was presented to council for approval. Sherrill Porter made motion to approve, Robert Bias seconded, all approved. Motion carried. It was also discussed at this time about the possibility of hiring part-time officers while Officer Enochs is on vacation. It was suggested that we approach one of the deputies.

A resolution sent to council from Steptoe and Johnson adopting the "Sunshine Law" was presented to council, Sherrill Porter made a motion to accept this resolution, Robert Bias seconded. All approved. Motion carried.

Council was advised that there will be a mandatory meeting for the second reading of the sewer ordinance on July 24, 2005. It was agreed that the meeting begin at 3:30 p.m.

Les Pullen made motion to adjourn, seconded by Sherrill Porter.

Jo Anna Cardwell, Recorder

Alben R. DuVall, Mayor

TOWN OF WEST HAMLIN

Ralph F. Stanley, Mayor

P. O. Box 221, West Hamlin, WV 25571 • (304) 824-3055 • Fax (304) 824-2695

February 6, 2006

STATE OF WEST VIRGINIA

COUNTY OF LINCOLN, TO WIT:

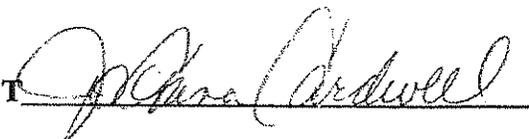
I ALBEN R. DuVALL DO HEREBY PROMISE AND SWEAR TO SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, OF THE STATE OF WEST VIRGINIA, THE LAWS OF THE SAME AND THE RESOLUTIONS AN ORDINANCES OF THE TOWN OF WEST HAMLIN, AND TO EXECUTE THE LAWFUL DUTIES OF THE MAYOR TO THE BEST OF MY KNOWLEDGE, SKILL AND JUDGEMENT, SO HELP ME GOD.



TAKEN, SUBSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED THE ACTING MAYOR OF THE TOWN OF WEST HAMLIN, WEST VIRGINIA ON THIS 6TH DAY OF FEBRUARY, 2006.


NELLIE G. ADKINS, TOWN RECORDER
ACTING MAYOR

ATTEST



TOWN OF WEST HAMLIN

ALBEN R. DuVALL, MAYOR

P.O. BOX 221, West Hamlin, WV 25571 * (304) 824-3055 * (304)824-2695

July 3, 2006

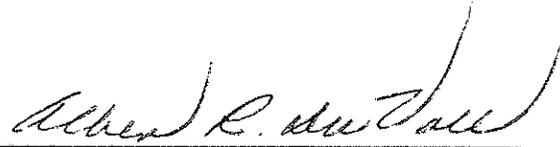
STATE OF WEST VIRGINIA
COUNTY OF LINCOLN, TO WIT:

I, JO ANNA CARDWELL DO HEREBY PROMISE AND SWEAR TO
SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, OF
THE STATE OF WEST VIRGINIA, THE LAWS OF THE SAME AND THE
RESOLUTIONS AND ORDINANCES OF THE TOWN OF WEST HAMLIN, AND TO
EXECUTE THE LAWFUL DUTIES OF THE **RECORDER** TO THE BEST OF MY
KNOWLEDGE, SKILL, AND JUDGEMENT, SO HELP ME GOD.



A handwritten signature in cursive script, reading "Jo Anna Cardwell", is written over a horizontal line.

TAKEN, SUBSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED
MAYOR OF THE TOWN OF WEST HAMLIN, WV, ON THIS THE 3RD DAY OF
JULY, 2006.



A handwritten signature in cursive script, reading "Alben R. DuVall", is written over a horizontal line.

ALBEN R. DuVALL, MAYOR

TOWN OF WEST HAMLIN

Ralph F. Stanley, Mayor

P. O. Box 221, West Hamlin, WV 25571 • (304) 824-3055 • Fax (304) 824-2695

JULY 7, 2003

STATE OF WEST VIRGINIA

COUNTY OF LINCOLN, TO WIT

I NELLIE G. ADKINS DO HEREBY PROMISE AND SWEAR TO SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, OF THE STATE OF WEST VIRGINIA, THE LAWS OF THE SAME AND THE RESOLUTIONS AND ORDINANCES OF THE TOWN OF WEST HAMLIN, AND TO EXECUTE THE LAWFUL DUTIES OF Recorder TO THE BEST OF MY KNOWLEDGE, SKILL, AND JUDGEMENT, SO HELP ME GOD.

Nellie G. Adkins

TAKEN, SUBSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED
THE MAYOR OF THE TOWN OF WEST HAMLIN, W.VA., ON THIS THE
 DAY OF JULY, 2003.

Ralph F. Stanley

RALPH F. STANLEY

TOWN OF WEST HAMLIN

Ralph F. Stanley, Mayor

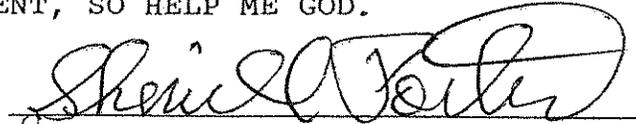
P. O. Box 221, West Hamlin, WV 25571 • (304) 824-3055 • Fax (304) 824-2695

NOVEMBER 1, 2004

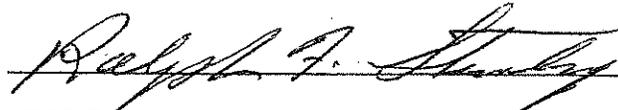
STATE OF WEST VIRGINIA

COUNTY OF LINCOLN, TO WIT:

I Sherrill Porter DO HEREBY PROMISE AND SWEAR TO SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, OF THE STATE OF WEST VIRGINIA, THE LAWS OF THE SAME AND THE RESOLUTIONS AND ORDINANCES OF THE TOWN OF WEST HAMLIN, AND TO EXECUTE THE LAWFUL DUTIES OF COUNCIL TO THE BEST OF MY KNOWLEDGE, SKILL AND JUDGEMENT, SO HELP ME GOD.



TAKEN, SUBSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED THE MAYOR OF THE TOWN OF WEST HAMLIN, W. VA., ON THIS THE FIRST DAY OF NOVEMBER, 2004.



RALPH F. STANLEY, MAYOR

TOWN OF WEST HAMLIN

Ralph F. Stanley, Mayor

P. O. Box 221, West Hamlin, WV 25571 • (304) 824-3055 • Fax (304) 824-2695

JULY 7, 2003

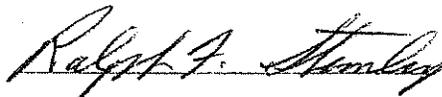
STATE OF WEST VIRGINIA

COUNTY OF LINCOLN, TO WIT

I LESLIE PULLEN DO HEREBY PROMISE AND SWEAR TO SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, OF THE STATE OF WEST VIRGINIA, THE LAWS OF THE SAME AND THE RESOLUTIONS AND ORDINANCES OF THE TOWN OF WEST HAMLIN, AND TO EXECUTE THE LAWFUL DUTIES OF COUNCIL TO THE BEST OF MY KNOWLEDGE, SKILL, AND JUDGEMENT, SO HELP ME GOD.



TAKEN, SUBSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED
THE MAYOR OF THE TOWN OF WEST HAMLIN, W.VA., ON THIS THE
 DAY OF JULY, 2003.



RALPH F. STANLEY

TOWN OF WEST HAMLIN

Ralph F. Stanley, Mayor

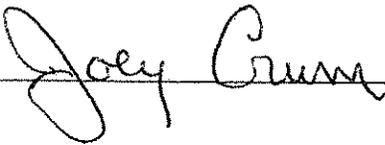
P. O. Box 221, West Hamlin, WV 25571 • (304) 824-3055 • Fax (304) 824-2695

NOVEMBER 1, 2004

STATE OF WEST VIRGINIA

COUNTY OF LINCOLN, TO WIT:

I Joey Crum DO HEREBY PROMISE AND SWEAR TO SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, OF THE STATE OF WEST VIRGINIA, THE LAWS OF THE SAME AND THE RESOLUTIONS AND ORDINANCES OF THE TOWN OF WEST HAMLIN, AND TO EXECUTE THE LAWFUL DUTIES OF COUNCIL TO THE BEST OF MY KNOWLEDGE, SKILL AND JUDGEMENT, SO HELP ME GOD.



TAKEN, SUBSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED THE MAYOR OF THE TOWN OF WEST HAMLIN, W. VA., ON THIS THE FIRST DAY OF NOVEMBER, 2004.



RALPH F. STANLEY, MAYOR

TOWN OF WEST HAMLIN

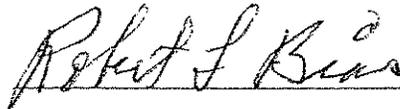
Ralph F. Stanley, Mayor

P. O. Box 221, West Hamlin, WV 25571 • (304) 824-3055 • Fax (304) 824-2695

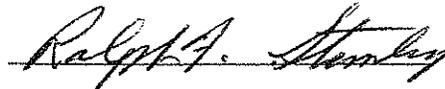
JULY 7, 2003

STATE OF WEST VIRGINIA
COUNTY OF LINCOLN, TO WIT

I ROBERT BIAS DO HEREBY PROMISE AND SWEAR TO
SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, OF
THE STATE OF WEST VIRGINIA, THE LAWS OF THE SAME AND THE
RESOLUTIONS AND ORDINANCES OF THE TOWN OF WEST HAMLIN, AND TO
EXECUTE THE LAWFUL DUTIES OF COUNCIL TO THE BEST OF MY
KNOWLEDGE, SKILL, AND JUDGEMENT, SO HELP ME GOD.



TAKEN, SUBSCRIBED AND SWORN TO BEFORE THE UNDERSIGNED
THE MAYOR OF THE TOWN OF WEST HAMLIN, W.VA., ON THIS THE
 DAY OF JULY, 2003.



RALPH F. STANLEY

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF LINCOLN, TO WIT:

I, CARRIE K. JAMES, do solemnly swear that I will support
the Constitution of the United States and the Constitution of the State of West Virginia,
and that I will faithfully discharge the duties of the office of the Council for the Town of
West Hamlin, County of Lincoln, and the State of West Virginia to the best of my skill
and judgement, So Help Me God.

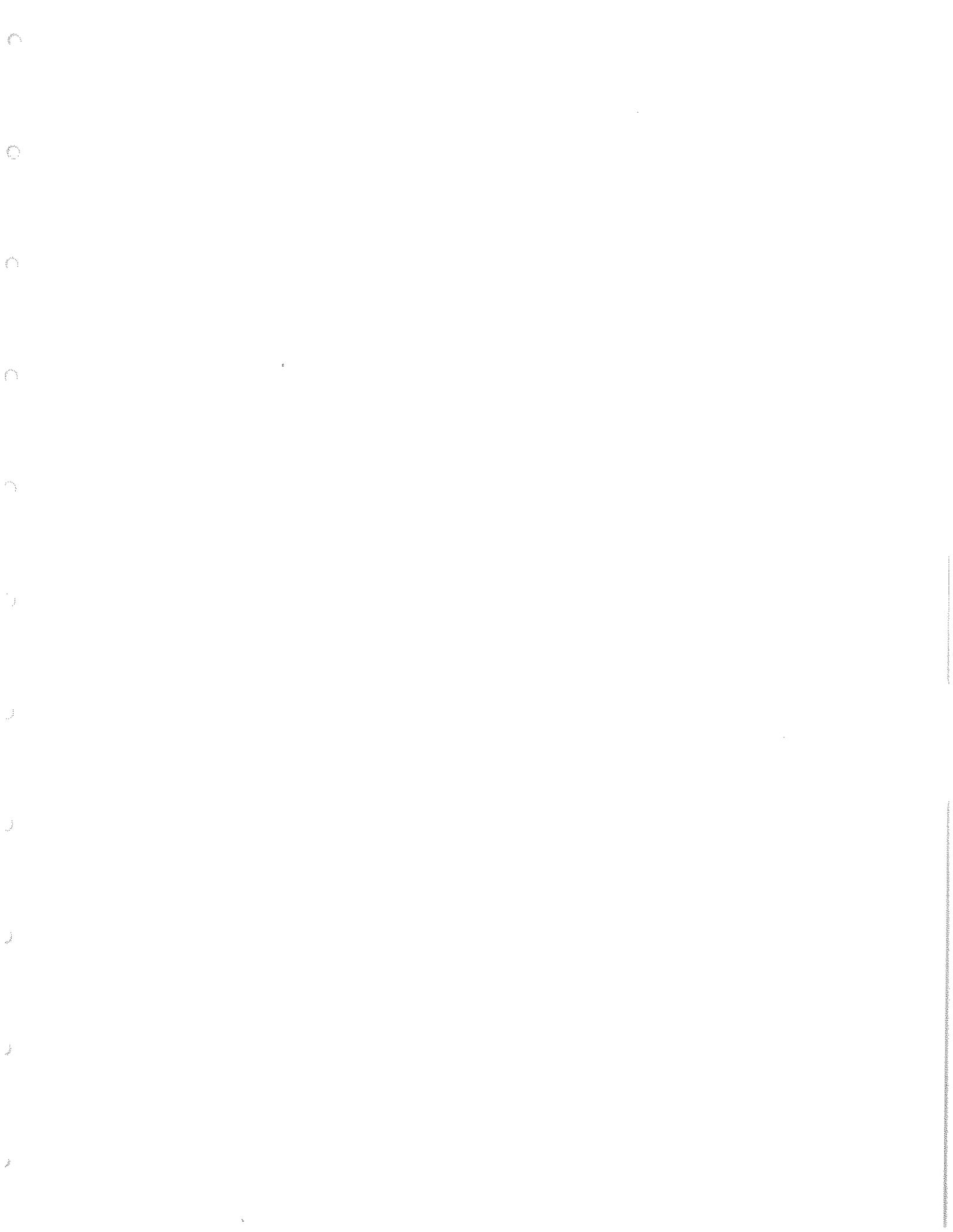
Carrrie K James

Taken, subscribed and sworn to before the undersigned authority the 2nd day of

July, 2003

My commission expires December 31, 2003

Chief Judge



TOWN OF WEST HAMLIN

RESOLUTION ON OPEN GOVERNMENTAL PROCEEDINGS RULES

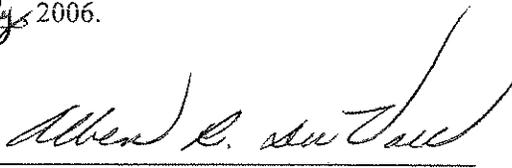
Pursuant to Chapter 6, Article 9A, Section 3 of the West Virginia Code, the Council of the Town of West Hamlin does hereby adopt the following rules to make available, in advance, the date, time, place and agenda of all regularly scheduled meetings of the Council, and the date, time, place and purpose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

1. Regular Meetings. A notice shall be posted and maintained by the Recorder at the front door or bulletin board of the Town Hall of the date, time and place fixed and entered of record by Council for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same location by the Recorder not less than 72 hours before such regular meeting is to be held. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined.

2. Special Meetings. A notice shall be posted by the Recorder at the front door or bulletin board of the Town Hall not less than 72 hours before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is canceled, a notice of such cancellation shall be posted at the same location as soon as feasible after such cancellation has been determined.

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

Adopted this 31 day of July 2006.



Mayor

ATTEST:



Recorder

CERTIFICATION

I, J. Joanna Cardwell, duly appointed Recorder of the Town of West Hamlin do hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the Town Council of the Town of West Hamlin at a regular meeting of Town Council held July 3, 2006, pursuant to proper notice, at which meeting a quorum was present and acting throughout.

Dated this 3rd day of July, 2006.

[SEAL]


Recorder

06/06/06
953370.0001



TOWN OF WEST HAMLIN, WEST VIRGINIA

ORDINANCE NO.

**AN ORDINANCE ESTABLISHING AND FIXING SEWER RATES,
FEES AND CHARGES OF THE TOWN OF WEST HAMLIN, WEST VIRGINIA**

WHEREAS, the Town of West Hamlin's on-going cost of the routine operation and maintenance of its sanitary sewer system has increased; and,

WHEREAS, the Town of West Hamlin has filed with the Public Service Commission of West Virginia an application seeking a certificate of convenience and necessity to construct improvements and renovations to its sewer system and for sludge removal to meet Division of Environmental Protection standards; and,

WHEREAS, in order to meet its on-going expenses and the debt service associated with the proposed sewer project, it is necessary that the current sewer rates which have been in effect since June 11, 2002, be increased.

THEREFORE, THE TOWN COUNCIL OF THE TOWN OF WEST HAMLIN HEREBY ORDAINS:

The following two step increase in rates, fees and charges for sewer service provided by it to customers throughout its territory served, are hereby fixed and determined as rates, fees and charges to be charged in lieu of those rates, fees and charges contained in its sewer tariff, P.S.C. W.Va. No. 7, currently on file with the Public Service Commission of West Virginia:

**STEP ONE
EFFECTIVE 45 DAYS FOLLOWING ADOPTION OF
ORDINANCE BY TOWN COUNCIL**

SCHEDULE I

APPLICABILITY

Applicable in entire territory served

AVAILABILITY OF SERVICE

Available for general domestic, commercial, industrial service (except unusual industrial waste) and resale sewer service.

RATES

First 2,500 gallons used per month	\$ 6.00 per 1,000 gallons
Over 2,500 gallons used per month	\$ 5.50 per 1,000 gallons

MINIMUM CHARGE (Customers with metered water supply)

No bill will be rendered for less than \$15.00 per month
(Equivalent to 2,500 gallons of water usage)

FLAT RATE CHARGE (residential customers with non-metered water supply)
(Equivalent to 4,500 gallons of water usage)

\$26.00 per month

TAP FEE

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

A tap fee of \$100.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to the applicant's premises that is associated with a certificate proceeding.

A tap fee of \$400.00 will be charged to customers applying for service outside of a certificate proceeding before the Commission for each new tap to the system.

DELAYED PAYMENT PENALTY

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

DISCONNECT/RECONNECT/ADMINISTRATIVE FEES

Whenever water service has been disconnected for non-payment of sewer bills, a disconnection fee of \$25.00 shall be charged; or in the event the delinquent sewer bill is collected by the water company, an administrative fee of \$25.00 shall be charged.

Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill, is reconnected, a reconnection fee of \$25.00 shall be charged.

RETURNED CHECK CHARGE

A service charge of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

LEAK ADJUSTMENT

\$2.75 per 1,000 gallons to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate is used to calculate consumption above the customer's historical average usage.

SCHEDULE III

SURCHARGE FORMULA TO BE APPLIED IN THE CASES OF USERS PRODUCING UNUSUAL WASTE

The charge for the treatment of industrial waste will be calculated on the basis of the following formula:

$$C_i = V_o V_i + B_o B_i + S_o S_i$$

- C_i = charge to unusual users per year
- V_o = average unit cost of transport and treatment chargeable to volume, in dollars per gallon
- V_i = volume of wastewater from unusual users in gallons per year
- B_o = average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD) in dollars per pound
- B_i = weight of BOD from unusual users in pounds per year
- S_o = average unit cost of treatment (including sludge treatment) chargeable to total solids in dollars per pound
- S_i = weight of total solids from unusual users in pounds per year

When an unusual user is to be served, a preliminary study of its wastes, and the cost of transport and treatment thereof, will be made. Waste containing materials which, in the judgment of the Town of West Hamlin, should not be introduced into the sewer system need not be handled by it. The results of this preliminary study will be used to determine the feasibility of the proposed sewer service and the charge therefore, based upon the formula set out above.

Thereafter, unusual sewage will be monitored on a regular basis and at the conclusion of each fiscal year, based on the investigation aforesaid and audit of the Town of West Hamlin's records, new cost figures will be calculated for use in the above formula. The cost of establishing the monitoring facilities shall be paid by the unusual user. Based on these audited figures, additional billings covering the past fiscal year will be made for payment by each unusual user, or refund given by the Town of West Hamlin, as the case may be. Such audited figures will then be used for the preliminary billing for the next fiscal year, at the end of which an adjustment will be made as aforesaid.

SCHEDULE IV

APPLICABLE INSIDE AND OUTSIDE THE CORPORATE BOUNDARIES OF THE TOWN OF WEST HAMLIN

Where the amount of sanitary sewage discharged into the Town's wastewater collection and/or transmission and/or treatment system by certain industrial plant or plants cannot be accurately determined by the use of the plant's water meter or meters, and said plant cannot install a flow meter to measure such waste, a special formula will be used whereby such plant or plants will pay to the Town of West Hamlin a sewer charge calculated at fifty (50) gallons of water per each employee at the plant each working day.

SCHEDULE V

APPLICABILITY

Applicable in entire territory served.

AVAILABILITY

Available for wastewater and leachate haulers.

RATES

Commodity Charge - Each customer shall pay a commodity charge of \$25.00 per 1,000 gallons per load. Load will be the actual capacity of the truck or other transport method delivering wastewater and leachate. Actual capacity shall be determined or verified by the Town.

DELAYED PAYMENT PENALTY

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

RETURNED CHECK CHARGE

A service charge of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

**STEP TWO
EFFECTIVE UPON COMPLETION OF SEWER
UPGRADE PROJECT OR JUNE 1, 2007,
WHICHEVER FIRST OCCURS**

SCHEDULE 1

APPLICABILITY

Applicable in entire territory served

AVAILABILITY OF SERVICE

Available for general domestic, commercial, industrial service (except unusual industrial waste) and resale sewer service.

RATES

First 3,000 gallons used per month	\$ 7.00 per 1,000 gallons
Next 7,000 gallons used per month	\$ 6.00 per 1,000 gallons
All Over 10,000 gallons used per month	\$ 5.00 per 1,000 gallons

MINIMUM CHARGE (Customers with metered water supply)

No bill will be rendered for less than \$21.00 per month
(Equivalent to 3,000 gallons of water usage)

FLAT RATE CHARGE (residential customers with non-metered water supply) \$30.00 per month
(Equivalent to 4,500 gallons of water usage)

TAP FEE

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

A tap fee of \$100.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to the applicant's premises that is associated with a certificate proceeding.

A tap fee of \$400.00 will be charged to customers applying for service outside of a certificate proceeding before the Commission for each new tap to the system.

DELAYED PAYMENT PENALTY

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

DISCONNECT/RECONNECT/ADMINISTRATIVE FEES

Whenever water service has been disconnected for non-payment of sewer bills, a disconnection fee of \$25.00 shall be charged; or in the event the delinquent sewer bill is collected by the water company, an administrative fee of \$25.00 shall be charged.

Whenever water service, which has been previously disconnected or otherwise withheld for non-payment of a sewer bill, is reconnected, a reconnection fee of \$25.00 shall be charged.

RETURNED CHECK CHARGE

A service charge of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to insufficient funds.

LEAK ADJUSTMENT

\$2.75 per 1,000 gallon, to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate is used to calculate consumption above the customer's historical average usage.

UTILITY TAX

Two percent (2%)

SCHEDULE II

SURCHARGE FORMULA TO BE APPLIED IN CASES WHERE SURFACE DRAINAGE IS CONNECTED TO THE TOWN'S SANITARY SEWER SYSTEM

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

$$S = A \times R \times .006233 \times C$$

- S - the surcharge in dollars
- A - the area under roof and/or the area of any other water collection surface connected to the sanitary sewer, in square feet
- R - the measured monthly rainfall in inches
- .006233 - the conversion factor to change inches of rain x square feet of surface to thousand gallon of water
- C - The utility's approved rate per thousand gallons of metered water usage

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

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

SCHEDULE III

SURCHARGE FORMULA TO BE APPLIED IN THE CASES OF USERS PRODUCING UNUSUAL WASTE

The charge for the treatment of industrial waste will be calculated on the basis of the following formula:

$$C_i = V_o V_i + B_o B_i + S_o S_i$$

- C_i = charge to unusual users per year
- V_o = average unit cost of transport and treatment chargeable to volume, in dollars per gallon

- Vi = volume of wastewater from unusual users in gallons per year
- Bo = average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD) in dollars per pound
- Bi = weight of BOD from unusual users in pounds per year
- So = average unit cost of treatment (including sludge treatment) chargeable to total solids in dollars per pound
- Si = weight of total solids from unusual users in pounds per year

When an unusual user is to be served, a preliminary study of its wastes, and the cost of transport and treatment thereof, will be made. Waste containing materials which, in the judgment of the Town of West Hamlin, should not be introduced into the sewer system need not be handled by it. The results of this preliminary study will be used to determine the feasibility of the proposed sewer service and the charge therefore, based upon the formula set out above.

Thereafter, unusual sewage will be monitored on a regular basis and at the conclusion of each fiscal year, based on the investigation aforesaid and audit of the Town of West Hamlin's records, new cost figures will be calculated for use in the above formula. The cost of establishing the monitoring facilities shall be paid by the unusual user. Based on these audited figures, additional billings covering the past fiscal year will be made for payment by each unusual user, or refund given by the Town of West Hamlin, as the case may be. Such audited figures will then be used for the preliminary billing for the next fiscal year, at the end of which an adjustment will be made as aforesaid.

SCHEDULE IV

APPLICABLE INSIDE AND OUTSIDE THE CORPORATE BOUNDARIES OF THE TOWN OF WEST HAMLIN

Where the amount of sanitary sewage discharged into the Town's wastewater collection and/or transmission and/or treatment system by certain industrial plant or plants cannot be accurately determined by the use of the plant's water meter or meters, and said plant cannot install a flow meter to measure such waste, a special formula will be used whereby such plant or plants will pay to the Town of West Hamlin a sewer charge calculated at fifty (50) gallons of water per each employee at the plant each working day.

SCHEDULE V

APPLICABILITY

Applicable in entire territory served.

AVAILABILITY

Available for wastewater and leachate haulers.

RATES

Commodity Charge - Each customer shall pay a commodity charge of \$30.00 per 1,000 gallons per load. Load will be the actual capacity of the truck or other transport method delivering wastewater and leachate. Actual capacity shall be determined or verified by the Town.

DELAYED PAYMENT PENALTY

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

RETURNED CHECK CHARGE

A service charge of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

SECTION 2. EFFECTIVE DATE

The Rates and Charges provided herein for Step One shall become effective 45 days after the enactment hereof.

The Rates and Charges provided herein for Step Two shall be effective upon completion of the sewer upgrade project or June 1, 2007, whichever first occurs

SECTION 3. SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

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. Upon the effective date of the fees, rates and charges as herein set forth, all ordinance, resolutions, orders or part thereof in conflict with the provisions of this Ordinance are, to the extent that the

provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, order or parts thereof, the same shall remain in full force and effect.

SECTION 4. STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Town Clerk shall, pursuant to the provisions of West Virginia Code §§8-11-4, 8-13-13 and 16-13-16, publish Notice of this Ordinance in *The Lincoln Journal*, being a newspaper published and of general circulation in Lincoln County, West Virginia. Said Notice shall be published as a Class II publication with the first publication occurring at least ten (10) days prior to the date set before the meeting of the Town Council at which a public hearing, a final reading and a vote on the ordinance will be held. Said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on the 24th day of July, 2006, at 6:30 p.m., and present protests, if any. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper on the premises.

Further, said Notice shall advise the public that a copy of this ordinance is available for public inspection.

Passed on First Reading July 3, 2006

Passed on Second Reading
Following Public Hearing July 24, 2006


Recorder

TOWN OF WEST HAMLIN, WEST VIRGINIA

ORDINANCE NO. TEN

**AN ORDINANCE ESTABLISHING AND FIXING RATES,
FEES, AND CHARGES THE TOWN WILL CHARGE ITS
CITIZENS AND ITS CUSTOMERS FOR POTABLE
WATER**

WHEREAS, the Town Council of the Town of West Hamlin deems it advisable and necessary that its present water rates and charges for service provided to customers of its water system, which have been in effect since January 27, 1997, be increased in two phases in order that the Town may meet its going-level expenses; and

WHEREAS, the Town Council of the Town of West Hamlin finds that the following rates are just and equitable for the service provided to its water customers through the use of its treatment and distribution system and that such rates will be sufficient to meet its going-level expenses for the maintenance and operation of its water treatment and distribution system.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEST HAMLIN as follows:

The following schedule of rates, fees and charges are hereby fixed and determined as the rates, fees and charges to be charged to customers of the water system of the Town of West Hamlin throughout the entire territory served:

SECTION 1. SCHEDULE OF RATES

PHASE I

**THE FOLLOWING PHASE I RATES ARE TO BECOME EFFECTIVE
FORTY-FIVE (45) DAYS AFTER THE ENACTMENT OF THIS
ORDINANCE**

RATE SCHEDULE NO. I

APPLICABILITY

Applicable in entire territory served

AVAILABILITY OF SERVICE

Available for residential, commercial, public authority and industrial water service

RATES (Customers with metered water supply)

First	2,000	gallons used per month	\$5.84	per 1,000 gallons
Next	4,000	gallons used per month	\$5.73	per 1,000 gallons
Next	4,000	gallons used per month	\$5.56	per 1,000 gallons
Next	10,000	gallons used per month	\$5.40	per 1,000 gallons
Next	10,000	gallons used per month	\$5.34	per 1,000 gallons
Over	30,000	gallons used per month	\$5.28	per 1,000 gallons

MINIMUM CHARGE

No minimum bill will be rendered for less than \$11.68 per month which is the equivalent of 2,000 gallons.

				Equivalent Gallons
	5/8	inch meter	\$ 11.68 per month	2,000
	3/4	inch meter	\$ 17.52 per month	3,019
	1	inch meter	\$ 29.20 per month	5,058
	1 -1/2	inch meter	\$ 58.40 per month	10,281
	2	inch meter	\$ 93.44 per month	16,778
	3	inch meter	\$175.20 per month	32,076
	4	inch meter	\$292.00 per month	54,197
	6	inch meter	\$584.00 per month	109,500

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

Equivalent to 4,500 gallons of water usage \$26.01

DELAYED PAYMENT PENALTY

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

CONNECTION CHARGE

The following charges are to be made whenever the utility installs a new 5/8 inch x 3/4 inch meter tap to serve an applicant:

A tap fee of \$100.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceedings before the Commission. This preconstruction tap fee will be invalid after the completion of construction adjacent to the applicant's premises that is associated with a certificate proceeding.

A tap fee of \$350.00 will be charged to all customers who apply for service outside a certificate proceeding before the Commission for each new tap to the system.

1 to 1-1/2 inch meter . \$1,400 plus cost of labor and materials

All taps larger than 1 to 1-1/2 inch will be cost of meter, labor and materials.

Water Department will go to property line or 50 feet, whichever is less.

WATER DISCONNECT-RECONNECT-ADMINISTRATIVE FEE

Whenever water service has been disconnected for any reason, a disconnection fee of \$20.00 shall be charged; or in the event the delinquent sewer bill is collected in the field, an administrative fee of \$20.00 shall be charged.

Whenever water service which has been previously disconnected for any reason is reconnected, a reconnection fee of \$20.00 shall be charged.

RETURNED CHECKS CHARGE

A service charge of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

LEAK ADJUSTMENT

\$3.50 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

UTILITY TAX 2%

RATE SCHEDULE NO. 2

APPLICABILITY

Applicable in entire territory served

AVAILABILITY OF SERVICE

Available to Branchland-Midkiff Public Service District

RATE

\$2.21 per thousand gallons

DELAYED PAYMENT PENALTY

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

WATER DISCONNECT-RECONNECT-ADMINISTRATIVE FEE

Whenever water service has been disconnected for any reason, a disconnection fee of \$20.00 shall be charged; or in the event the delinquent sewer bill is collected in the field, an administrative fee of \$20.00 shall be charged.

Whenever water service which has been previously disconnected for any reason is reconnected, a reconnection fee of \$20.00 shall be charged.

PHASE II

**THE FOLLOWING PHASE II RATES ARE TO BECOME
EFFECTIVE JUNE 1, 2006**

RATE SCHEDULE NO. I

APPLICABILITY

Applicable in entire territory served

AVAILABILITY OF SERVICE

Available for residential, commercial, public authority and industrial water service

RATES (Customers with metered water supply)

First	2,000	gallons used per month	\$5.99 per 1,000 gallons
Next	4,000	gallons used per month	\$5.87 per 1,000 gallons
Next	4,000	gallons used per month	\$5.70 per 1,000 gallons
Next	10,000	gallons used per month	\$5.54 per 1,000 gallons
Next	10,000	gallons used per month	\$5.47 per 1,000 gallons
Over	30,000	gallons used per month	\$5.41 per 1,000 gallons

MINIMUM CHARGE

No minimum bill will be rendered for less than \$11.98 per month which is the equivalent of 2,000 gallons.

			Equivalent Gallons
5/8	inch meter	\$ 11.98 per month	2,000
3/4	inch meter	\$ 17.97 per month	3,019
1	inch meter	\$ 29.95 per month	5,058
1 -1/2	inch meter	\$ 59.90 per month	10,281
2	inch meter	\$ 95.84 per month	16,778
3	inch meter	\$179.70 per month	32,076
4	inch meter	\$299.50 per month	54,197
6	inch meter	\$599.00 per month	109,500

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

Equivalent to 4,500 gallons of water usage \$26.67

DELAYED PAYMENT PENALTY

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

CONNECTION CHARGE

The following charges are to be made whenever the utility installs a new 5/8 inch x 3/4 inch meter tap to serve an applicant:

A tap fee of \$100.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceedings before the Commission. This preconstruction tap fee will be invalid after the completion of construction adjacent to the applicant's premises that is associated with a certificate proceeding.

A tap fee of \$350.00 will be charged to all customers who apply for service outside a certificate proceeding before the Commission for each new tap to the system.

1 to 1-1/2 inch meter \$1,400 plus cost of labor and materials

All taps larger than 1 to 1-1/2 inch will be cost of meter, labor and materials.

Water Department will go to property line or 50 feet, whichever is less.

WATER DISCONNECT, RECONNECT-ADMINISTRATIVE FEE

Whenever water service has been disconnected for any reason, a disconnection fee of \$20.00 shall be charged; or in the event the delinquent sewer bill is collected in the field, an administrative fee of \$20.00 shall be charged.

Whenever water service which has been previously disconnected for any reason is reconnected, a reconnection fee of \$20.00 shall be charged.

RETURNED CHECKS CHARGE

A service charge of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

LEAK ADJUSTMENT

\$3.50 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage.

UTILITY TAX
2%

RATE SCHEDULE NO. 2

APPLICABILITY

Applicable in entire territory served

AVAILABILITY OF SERVICE

Available to Branchland-Midkiff Public Service District

RATE

\$2.21 per thousand gallons

DELAYED PAYMENT PENALTY

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

WATER DISCONNECT-RECONNECT-ADMINISTRATIVE FEE

Whenever water service has been disconnected for any reason, a disconnection fee of \$20.00 shall be charged; or in the event the delinquent sewer bill is collected in the field, an administrative fee of \$20.00 shall be charged.

Whenever water service which has been previously disconnected for any reason is reconnected, a reconnection fee of \$20.00 shall be charged.

SECTION 2. EFFECTIVE DATE

The Rates and Charges provided herein for Phase I shall be effective 45 days after the enactment hereof.

The Rates and Charges provided herein for Phase II shall be effective as of June 1, 2006.

SECTION 3. STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the Town Clerk shall, pursuant to West Virginia Code §8-4-11(a)(2), publish a copy of this Ordinance once in a newspaper published and of general circulation in Lincoln County, and said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on the 4th day of April, 2005, at 6:30 p.m., which date is not less than 5 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 on the premises.

The above Ordinance has been introduced at a meeting of Council held March 21, 2005.

Passed on First Reading March 21, 2005

Passed on Second Reading
Following Public Hearing April 4, 2005

s/s Nellie H. Adkins
TOWN CLERK

LAW OFFICES
ROBERT R. RODECKER
BB&T SQUARE
300 SUMMERS STREET, SUITE 1230
POST OFFICE BOX 3713
CHARLESTON, WEST VIRGINIA 25337

ROBERT R. RODECKER
rodecker@wvdsi.net

JAMES V. KELSH
OF COUNSEL
kelshlaw@yahoo.com

AREA CODE 304
343-1654

FACSIMILE
343-1657

August 31, 2006

Ms. Sandra Squire
Executive Secretary
Public Service Commission
201 Brooks Street
Charleston, West Virginia 25301

Re:
8-1-06

RE: TOWN OF WEST HAMLIN
SEWER RATE INCREASE ORDINANCE

Dear Ms. Squire:

Enclosed herein for filing in the above-referenced matter, please find the original and thirteen (13) copies of the following documents:

1. Affidavit evidencing newspaper publication of Tariff Form No. 12 in the *Lincoln Journal* on August 2 and 9, 2006; and,
2. Affidavit evidencing posting of Tariff Form No. 12 in the Town's office for a 30-day period from July 25 through August 25, 2006.

With the submission of the enclosed Affidavits, all post-adoption notice requirements have been met.

Sincerely,



Robert R. Rodecker
WV State Bar No. 3145

bg
enclosures
cc: Honorable Alben DuVal
2006 sewer rate . . . post adopt docs...SQUIRE LETTER 2.wpd

Publishers Of: The Lincoln Journal / The Weekly News Sentinel / The Lincoln Times

AFFIDAVIT OF PUBLICATION

STATE OF WEST VIRGINIA
COUNTY OF LINCOLN, to wit:

I, THOMAS A ROBINSON, Publisher, being duly sworn upon my oath do depose and say that I am proprietor of the entitles:

The Lincoln Journal; plus our internet site www.lincolnjournal.com where your legal advertisement appeared at no extra cost to you; that such paper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly, for at least fifty weeks during the calendar year, the Municipality of Hamlin, Lincoln County, West Virginia; that such newspaper is newspapers 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 aforesaid municipality and county; that such newspapers average in length of four or more pages, exclusive of any cover, per issue; that such newspapers is circulated to the general public at a definite price or consideration; that such newspaper is newspaper to which the general public resorts for posting of a political, religious, commercial and social nature, and for current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of

Public Notice Of Change In Rates By Municipalities Town Of West Hamlin

was duly published in said newspaper once a week for 2 week(s), commencing with the issue 2nd day of August 2006 and ending with the issue of the 9th day of August 2006, that said annexed notice was published on the following date(s): August 2, 9, 2006 and the cost of publishing the annexed notice as aforesaid was \$252.36.



Thomas A Robinson, Publisher

Taken, subscribed and sworn before me in my said county this 30th day of August 2006.



Patty Robinson, Notary Public of Lincoln County, West Virginia.
My commission expires **October 4, 2015**.



LEGAL
ADVERTISEMENT

TARIFF FORM NO. 12
PUBLIC NOTICE OF
CHANGE IN RATES BY
MUNICIPALITIES

NOTICE is hereby given that the TOWN OF WEST HAMLIN has adopted by ordinance, on July 24, 2006, a tariff containing a two phase increase in rates, tolls and charges for furnishing sewer service to 448 customers at West Hamlin and vicinity, in Lincoln County, West Virginia.

The proposed Phase I increased rates and charges will become effective September 7, 2006, unless otherwise ordered by the Public Service Commission, and will produce approximately \$19,365.00 annually in additional revenue, an increase of 15.7%. The average monthly bill for the various classes of customers will be changed as follows:

BASED ON (\$)
INCREASE INCREASE
(%)

Residential (4,500 gal/mo.) \$3.35 14.8%
Commercial (4,500 gal/mo.) \$3.35 14.8%
Industrial (4,500 gal/mo.) \$3.35 14.8%

Resale Not Applicable
Other Not Applicable
Not Applicable

The proposed Phase II increased rates and charges will become effective upon completion of a sewer upgrade project which is the subject of a proceeding pending before the Public Service Commission of West Virginia, or June 1, 2007, whichever occurs first, unless otherwise ordered by the Public Service Commission. The Phase II rates will produce approximately \$25,014 annually in additional revenue, an increase of 17.5%. The average monthly bill for the various classes of customers will be changed as follows:

BASED ON (\$)
INCREASE INCREASE

Residential (4,500 gal/mo.) \$4.00 15.4%
Commercial (4,500 gal/mo.) \$4.00 15.4%
Industrial (4,500 gal/mo.) \$4.00 15.4%
Resale Not Applicable
Other Not Applicable
Not Applicable

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing. The Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges, by:

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

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

(3) Any customer or group of customers who are affected by said change in rates who reside within the municipal boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the municipal utility. Said petition shall be accompanied by evidence of discrimination.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the utility to provide any information requested concerning it, is available to all customers, prospective customers, or their agents at the offices of the Town, West Hamlin Town Hall, Guyan Street, West Hamlin, West Virginia.

A copy of the proposed rates is available for public inspection at the office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

TOWN OF WEST HAMLIN

Sewer Rate Increase Ordinance
Adopted July 24, 2006

AFFIDAVIT OF POSTING

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

I, Joanna Cardwell, Town Recorder of the Town of West Hamlin, duly sworn,
state as follows:

From July 25, 2006, through August 25, 2006, the attached Tariff Form
No. 12 was posted in the West Hamlin Town Hall, Guyan Street, West
Hamlin, West Virginia, in plain view of the public and customers.

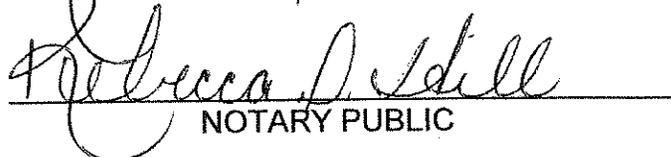
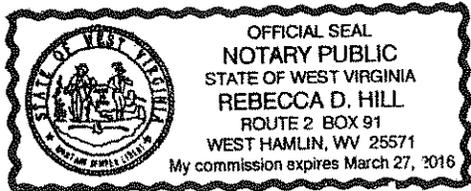
Further affiant sayeth naught.



Taken, subscribed and sworn to before the undersigned by Joanna Cardwell, in
her capacity as Town Recorder of the Town of West Hamlin, in the county aforesaid this
25th day of August, 2006.

My commission expires:

March 27, 2016



NOTARY PUBLIC

TARIFF FORM NO. 12
PUBLIC NOTICE OF CHANGE IN RATES BY MUNICIPALITIES

NOTICE is hereby given that the TOWN OF WEST HAMLIN has adopted by ordinance, on July 24, 2006, a tariff containing a two phase increase in rates, tolls and charges for furnishing sewer service to 448 customers at West Hamlin and vicinity, in Lincoln County, West Virginia.

The proposed Phase I increased rates and charges will become effective September 7, 2006, unless otherwise ordered by the Public Service Commission, and will produce approximately \$19,365.00 annually in additional revenue, an increase of 15.7%. The average monthly bill for the various classes of customers will be changed as follows:

<u>BASED ON</u>	<u>(\$)</u> <u>INCREASE</u>	<u>INCREASE (%)</u>
Residential (4,500 gal/mo.)	\$3.35	14.8%
Commercial (4,500 gal/mo.)	\$3.35	14.8%
Industrial (4,500 gal/mo.)	\$3.35	14.8%
Resale	Not Applicable	Not Applicable
Other	Not Applicable	Not Applicable

The proposed Phase II increased rates and charges will become effective upon completion of a sewer upgrade project which is the subject of a proceeding pending before the Public Service Commission of West Virginia, or June 1, 2007, whichever occurs first, unless otherwise ordered by the Public Service Commission. The Phase II rates will produce approximately \$25,014 annually in additional revenue, an increase of 17.5%. The average monthly bill for the various classes of customers will be changed as follows:

<u>BASED ON</u>	<u>(\$)</u> <u>INCREASE</u>	<u>INCREASE (%)</u>
Residential (4,500 gal/mo.)	\$4.00	15.4%
Commercial (4,500 gal/mo.)	\$4.00	15.4%
Industrial (4,500 gal/mo.)	\$4.00	15.4%
Resale	Not Applicable	Not Applicable
Other	Not Applicable	Not Applicable

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing. The Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges, by:

- (1) Any customer aggrieved by the changed rates or charges who presents to the Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility; or
- (2) Any customer who is served by a municipally operated public utility and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Commission a petition alleging discrimination between customers within and without the municipal boundaries. Said petition shall be accompanied by evidence of discrimination; or
- (3) Any customer or group of customers who are affected by said change in rates who reside within the municipal boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the municipal utility. Said petition shall be accompanied by evidence of discrimination.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the utility to provide any information requested concerning it, is available to all customers, prospective customers, or their agents at the offices of the Town, West Hamlin Town Hall, Guyan Street, West Hamlin, West Virginia.

A copy of the proposed rates is available for public inspection at the office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

LAW OFFICES
ROBERT R. RODECKER
BB&T SQUARE
300 SUMMERS STREET, SUITE 1230
POST OFFICE BOX 3713
CHARLESTON, WEST VIRGINIA 25337

ROBERT R. RODECKER
rodecker@wvdstl.net

JAMES V. KELSH
OF COUNSEL
kelshlaw@yahoo.com

May 16, 2005

AREA CODE 304
343-1654

FACSIMILE
343-1657

Ms. Sandra Squire
Executive Secretary
Public Service Commission
201 Brooks Street
Charleston, West Virginia 25301

RE: CASE NO. 05-0605-W-MA
TOWN OF WEST HAMLIN
WATER RATE INCREASE ORDINANCE

Dear Ms. Squire:

Pursuant to the Ordinance adopted by the Town of West Hamlin on April 4, 2005, increasing water rates and charges, enclosed herein please find thirteen (13) copies of the following documents evidencing post-adoption notice:

1. Affidavit evidencing post-adoption publication of Tariff Form No. 12 in *The Lincoln Journal* newspaper on April 13 and 20, 2005. Because the newspaper is published weekly on Wednesdays, the first publication of the form could not occur in the Lincoln County newspaper within five (5) days of the passage of the Ordinance;
2. Affidavit evidencing post-adoption posting of Tariff Form No. 12 at the West Hamlin Town Hall for a thirty (30) day period from April 5 through May 5, 2005; and,
3. Correspondence and Press Release forwarded to *The Lincoln Journal* on April 5, 2005 relating to adoption of Ordinance.

Ms. Sandra Squire
Page Two
May 16, 2005

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Robert R. Rodecker
WV Star Bar No. 3145

/bg
enclosures

cc: Meyishi Blair, Esquire
Sandi Jaynes, Spokesperson
Nellie Adkins
squire with post adoption affidavits

**AFFIDAVIT OF NEWSPAPER
PUBLICATION OF TARIFF FORM NO. 12**

Publishers Of: The Lincoln Journal / The Weekly News Sentinel / The Lincoln Times

AFFIDAVIT OF PUBLICATION

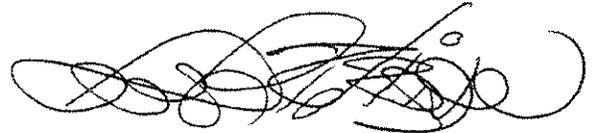
STATE OF WEST VIRGINIA
COUNTY OF LINCOLN, to wit:

I, **THOMAS A ROBINSON**, Publisher, being duly sworn upon my oath do depose and say that I am proprietor of the entitles:

The Lincoln Journal; plus our internet site www.lincolnjournal.com where your legal advertisement appeared at no extra cost to you; that such paper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly, for at least fifty weeks during the calendar year, the Municipality of Hamlin, Lincoln County, West Virginia; that such newspaper is newspapers 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 aforesaid municipality and county; that such newspapers average in length of four or more pages, exclusive of any cover, per issue; that such newspapers is circulated to the general public at a definite price or consideration; that such newspaper is newspaper to which the general public resorts for posting of a political, religious, commercial and social nature, and for current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of

Public Notice Of Change In Rates By Municipalities Town Of West Hamlin

was duly published in said newspaper once a week for 2 week(s), commencing with the issue 13th day of April and ending with the issue of the 20th day of April 2005, that said annexed notice was published on the following date(s): April 13, 20, 2005 and the cost of publishing the annexed notice as aforesaid was \$236.50.

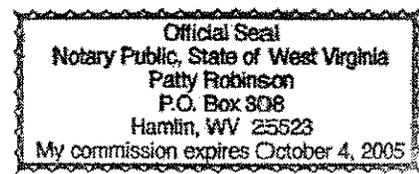


Thomas A Robinson, Publisher

Taken, subscribed and sworn before me in my said county this 13th day of May 2005.



Patty Robinson, Notary Public of Lincoln County, West Virginia.
My commission expires **October 4, 2005**.



LEGAL ADVERTISEMENT

TARIFF FORM NO. 12

PUBLIC NOTICE OF CHANGE IN RATES BY MUNICIPALITIES

NOTICE is hereby given that the TOWN OF WEST HAMLIN has adopted by ordinance on April 4, 2005, a tariff containing a two-phase increase in rates, tolls and charges for furnishing water service to 927 customers at West Hamlin and vicinity, including the unincorporated community of Pleasant View in Lincoln County, West Virginia.

The proposed Phase I increased rates and charges will become effective May 20, 2005 unless otherwise ordered by the Public Service Commission and will produce approximately \$44,864.00 annually in additional revenue, an increase of 12.3%. The average monthly bill for the various classes of customers will be changed as follows:

BASED ON	(\$) INCREASE	INCREASE (%)
Residential (4,164 Gal/Mo)	\$ 2.64	12.3%
Commercial (7,857 Gal/Mo)	\$ 4.93	12.3%
Industrial	Not Applicable	Not Applicable
Resale (4,450,000 Gal/Mo)	\$1,090.25	12.8%
Other	Not Applicable	Not Applicable

The only resale customer of the Town of West Hamlin is Branchland Midkiff Public Service District.

The proposed Phase II increased rates and charges will become effective on June 1, 2006 unless otherwise ordered by the Public Service Commission and will produce approximately \$10,149.00 annually in additional revenue, an increase of 2.5%. The average monthly bill for the various classes of customers will be changed as follows:

BASED ON	(\$) INCREASE	INCREASE (%)
Residential (4,164 Gal/Mo)	\$0.60	2.5%
Commercial (7,857 Gal/Mo)	\$ 1.12	2.5%
Industrial	Not Applicable	Not Applicable
Resale	\$ 0.00	0.0%
Other	Not Applicable	Not Applicable

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing. The Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges, by:

- (1) Any customer aggrieved by the changed rates or charges who presents to the Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility; or
- (2) Any customer who is served by a municipally operated public utility and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Commission a petition alleging discrimination between customers within and without the municipal boundaries. Said petition shall be accompanied by evidence of discrimination; or
- (3) Any customer or group of customers who are affected by said change in rates who reside within the municipal boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the municipal utility. Said petition shall be accompanied by evidence of discrimination.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the utility to provide any information requested concerning it, is available to all customers, prospective customers, or their agents at the offices of the Town, West Hamlin Town Hall, Guyan Street, West Hamlin, West Virginia.

A copy of the proposed rates is available for public inspection at the office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

2/4-21-05

**AFFIDAVIT OF POSTING
OF TARIFF FORM NO. 12
FROM APRIL 5 - MAY 5, 2005**

TOWN OF WEST HAMLIN

**Adoption of Ordinance Establishing and Fixing Rates,
Fees, and Charges the Town Will Charge its Citizens
and its Customers for Potable Water**

AFFIDAVIT OF POSTING

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

I, Nellie Adkins, Town Recorder of the Town of West Hamlin, duly sworn, state as follows:

From April 5, 2005, through May 5, 2005, the attached Tariff Form No. 12 was posted in plain view of the public and customers of the Town's water utility at the offices of the Town, West Hamlin Town Hall, Guyan Street, West Hamlin, West Virginia

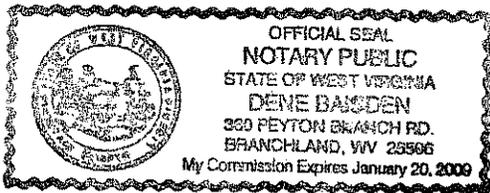
Further affiant sayeth naught.

Nellie H. Adkins

Taken, subscribed and sworn to before the undersigned by Nellie Adkins in the county aforesaid this 5th day of May, 2005.

My commission expires:

January 20, 2009



DENE BAUSDEN
NOTARY PUBLIC

TARIFF FORM NO. 12
PUBLIC NOTICE OF CHANGE IN RATES BY MUNICIPALITIES

NOTICE is hereby given that the TOWN OF WEST HAMLIN has adopted by ordinance on April 4, 2005, a tariff containing a two phase increase in rates, tolls and charges for furnishing water service to 927 customers at West Hamlin and vicinity, including the unincorporated Community of Pleasant View in Lincoln County, West Virginia.

The proposed **Phase I** increased rates and charges will become effective May 20, 2005 unless otherwise ordered by the Public Service Commission and will produce approximately \$44,464.00 annually in additional revenue, an increase of 12.3%. The average monthly bill for the various classes of customers will be changed as follows:

<u>BASED ON</u>	<u>(\$)</u> <u>INCREASE</u>	<u>INCREASE (%)</u>
Residential (4,164 Gal/Mo)	\$ 2.64	12.3 %
Commercial (7,857 Gal/Mo)	\$ 4.93	12.3 %
Industrial	Not Applicable	Not Applicable
Resale (4,450,000 Gal/Mo)	\$1,090.25	12.3 %
Other	Not Applicable	Not Applicable

The only resale customer of the Town of West Hamlin is Branchland-Midkiff Public Service District.

The proposed **Phase II** increased rates and charges will become effective on June 1, 2006, unless otherwise ordered by the Public Service Commission and will produce approximately \$10,149.00 annually in additional revenue, an increase of 2.5%. The average monthly bill for the various classes of customers will be changed as follows:

<u>BASED ON</u>	<u>(\$)</u> <u>INCREASE</u>	<u>INCREASE (%)</u>
Residential (4,164 Gal/Mo)	\$ 0.60	2.5 %
Commercial (7,857 Gal/Mo)	\$ 1.12	2.5 %
Industrial	Not Applicable	Not Applicable
Resale	\$ 0.00	0.0 %
Other	Not Applicable	Not Applicable

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing. The Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges, by:

- (1) Any customer aggrieved by the changed rates or charges who presents to the Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility; or
- (2) Any customer who is served by a municipally operated public utility and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Commission a petition alleging discrimination between customers within and without the municipal boundaries. Said petition shall be accompanied by evidence of discrimination; or
- (3) Any customer or group of customers who are affected by said change in rates who reside within the municipal boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the municipal utility. Said petition shall be accompanied by evidence of discrimination.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the utility to provide any information requested concerning it, is available to all customers, prospective customers, or their agents at the offices of the Town, West Hamlin Town Hall, Guyan Street, West Hamlin, West Virginia.

A copy of the proposed rates is available for public inspection at the office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, P. O. Box 812, Charleston, West Virginia 25323.

**CORRESPONDENCE TO
THE LINCOLN JOURNAL
TRANSMITTING PRESS RELEASE**

Law Offices
ROBERT R. RODECKER
1230 BB&T Square
Post Office Box 3713
Charleston, West Virginia 25337

FAXED
4/5/05
10:27A.M.

TELEPHONE: (304) 343-1654

FACSIMILE: (304) 343-1657

Please deliver the following page(s) to:

NAME

FACSIMILE NUMBER

LINCOLN JOURNAL

304/824-5210

FROM: Elizabeth Gardner

DATE: April 5, 2005

RE: **CLASS II LEGAL PUBLICATION & PRESS RELEASE**

TOTAL NUMBER OF PAGES, INCLUDING COVER, SHEETS: 6

If you do not receive all of the pages, please call 304/343-1654 as soon as possible.

The information contained in this transmission is intended only for the use of the individual or entity to which it is addressed and may contain information that is confidential and/or privileged. If you are not the intended recipient or the person responsible for delivering to the intended recipient, you are hereby notified that you have received this transmission in error, and that any review, dissemination, retention, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone to arrange for the return of the original communication to us. Thank you. 1714

LAW OFFICES
ROBERT R. RODECKER
BB&T SQUARE
300. SUMMERS STREET, SUITE 1230
POST OFFICE BOX 3713
CHARLESTON, WEST VIRGINIA 25337

ROBERT R. RODECKER
rodecker@wvdsi.net

JAMES V. KELSH
OF COUNSEL
keishlaw@yahoo.com

April 5, 2005

FAXED
4/5/05

10:27 AM.

AREA CODE 304
343-1654

FACSIMILE
343-1657

VIA FAX 824-5210

The Lincoln Journal
Post Office Box 308
Hamlin, West Virginia 25523

REQUEST FOR CLASS II LEGAL PUBLICATION

Dear Sir/Madam:

Please publish the enclosed two-page Public Notice of Change In Rates as a **Class II** legal advertisement in the April 13 and 20, 2005 editions of your newspaper.

Also enclosed is a Press Release relating to a change in water rates adopted by Ordinance by the Town of West Hamlin. Pursuant to the Rules and Regulations of the Public Service Commission of West Virginia, the enclosed Press Release is required to be forwarded to the newspaper since the matter of a rate increase is of vital interest to many of your readers.

Upon completion of the legal publication, please forward an Affidavit of Publication, together with the associated invoice to the above post office box address. Also, please forward a tear sheet containing any newspaper article which may be written as a result of the Press Release.

Should you have any questions regarding these publications, please contact this office.

Sincerely,



Robert R. Rodecker

bg
enclosures
cc: Nellie Adkins, Town Recorder
post adoption newspaper letter

P R E S S R E L E A S E

The Town Council of the Town of West Hamlin passed an Ordinance at a meeting held on April 4, 2005, increasing its water rates, fees and charges to be implemented in two phases in order to enable the City to meet its going-level expenses. The first phase of increased rates, to become effective May 20, 2005, will produce approximately \$44,464 annually in additional revenues and result in the following average increases to the City's water customers:

<u>BASED ON</u>	<u>(\$)</u> <u>INCREASE</u>	<u>INCREASE (%)</u>
Residential (4,164 Gal/Mo)	\$ 2.64	12.3 %
Commercial (7,857 Gal/Mo)	\$ 4.93	12.3 %
Industrial	Not Applicable	Not Applicable
Resale (4,450,000 Gal/Mo)	\$1,090.25	12.3 %
Other	Not Applicable	Not Applicable

The second phase of the rate increase, effective June 1, 2006, will produce approximately \$10,149 annually in additional revenues and result in the following average increases to the City's water customers:

<u>BASED ON</u>	<u>(\$)</u> <u>INCREASE</u>	<u>INCREASE (%)</u>
Residential (4,164 Gal/Mo)	\$ 0.60	2.5 %
Commercial (7,857 Gal/Mo)	\$ 1.12	2.5 %
Industrial	Not Applicable	Not Applicable
Resale	\$ 0.00	0.0 %
Other	Not Applicable	Not Applicable

The increased rates and charges are subject to change (increases or decreases) by the Public Service Commission in its review. The Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges, by:

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

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

(3) Any customer or group of customers who are affected by said change in rates who reside within the municipal boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the municipal utility. Said petition shall be accompanied by evidence of discrimination.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, P.O. Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the Town to provide any information requested, is available to all customers, prospective customers or their agents at the offices of the Town, West Hamlin Town Hall, Guyan Street, West Hamlin, West Virginia.

CERTIFICATE OF SERVICE

I, Robert R. Rodecker, counsel for the Town of West Hamlin, do hereby certify that copies of the foregoing document have been served upon the following parties of record in this proceeding on this 16th day of May, 2005, in the manner so indicated:

**VIA FIRST CLASS UNITED STATES
MAIL, POSTAGE PREPAID:**

Meyishi Blair, Esquire
Legal Division
Public Service Commission
Post Office box 812
Charleston, West Virginia 25323

Sandi Jaynes, Spokesperson
Route 1 Box 130
West Hamlin, West Virginia 25571


Robert R. Rodecker

TOWN OF WEST HAMLIN

July 24, 2006

The Town of West Hamlin met in special session on Monday evening, JULY 24, 2006, beginning at 6:30 p.m., for the purpose of the second reading of the sewer rate ordinance.

Present: Alben DuVall, Mayor
Jo Anna Cardwell, Recorder
Les Pullen, Council
Robert Bias, Council
Joey Crum, Council
Sherrill Porter, Council
Connie James, Council

Visitors (see attached list)

The special meeting was called to order by Alben DuVall. Pledge of Allegiance was led by Joey Crum.

The second reading of the rate ordinance for the sewer department was review with mayor and council; this is a two phase increase. The first phase beginning September 7, 2006, first 2,500 gallon \$6.00 per 1000 gallon with a minimum bill \$15.00 per month. The second phase upon completion of the sewer project or June 1, 2007 whichever comes first, the rate will be first 3,000 gallon at \$7.00 per 1,000 gallon, with a minimum bill \$21.00 per month. Upon a motion made by Sherrill Porter to accept the ordinance, seconded by Robert Bias, motion was approved by all. Motion carried. All approved.

Drug Testing was discussed, Mr. DuVall, advised Connie James that he wants to read the policy that she has put together. Sherrill Porter stated he wants more education on the matter. Robert Bias, Les Pullen and Joey Crum stated that were not interested in reading the policy. Connie James stated that she wants it put in the minutes that she is not responsible for anything that may happen in the future due to drug testing not being preformed.

ATV ordinance was discussed; however, it has been tabled at this time.

A discussion concerning hiring someone to fill in for Jo Anna. This was tabled until we can contact Robert Rodecker about advertising the position. Mr. DuVall advised Jo Anna that until this matter is settled to put a sign on the door whenever she has to take time off.

A Legal Service Agreement with James W. Lane Jr for the sewer project was presented to council. On a motion made by Joey Crum to accept the agreement, seconded by Les

Pullen, motion carried. Mr. DuVall signed the agreement. (Note: due to the paperwork from this council meeting missing, Jo Anna contacted Beth at Robert Rodecker's office to send another copy for Mr. DuVall to sign.)

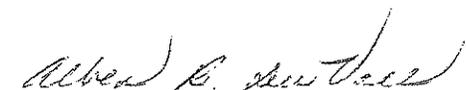
Mr. DuVall discussed developing a Sanitary Board for the purpose of freeing up Council to concentrate on town business. The board will consist of 3 people, who would be on the board on voluntary basis, no salaries will be involved.

A delegator from Mud River attended the meeting and discussed the project in length with council. Mr. DuVall explained that the problems we are facing are entirely financial. He advised them that due to financial reason, we are laying off Derrick Kimberling and Benji Adkins effective August 15, 2006. Cathy Messinger stated that she was told that Derrick and Benji would be given a test to determine which one would be hired for the water plant.

Council was presented with an advertisement for the Sports Review for the new High School. On a motion made by Connie James to place a 1/16 ad at a cost of \$65.00, seconded by Joey Crum. Motion carried. All approved.

On a motion made by Connie James to adjourn the meeting, seconded by Les Pullen. Motion carried. All approved.


Jo Anna Cardwell, Recorder


Alben R. DuVall, Mayor

TOWN OF WEST HAMLIN

JULY 3, 2006

The Town of West Hamlin met in early session on Monday evening, JULY 3, 2006, beginning at 6:15 p.m. for the purpose of a public hearing

Present: Alben DuVall, Mayor
Jo Anna Cardwell, Recorder
Les Pullen, Council
Robert Bias, Council
Joey Crum, Council
Sherrill Porter, Council
Connie James, Council

Jim Boggs, Region II
Eddie Parsons, Water Plant Supervisor
Visitors (see attached list)

Prior to the regular meeting, there was public hearing to discuss the proposed SCBG Application for the Water Treatment Upgrade/ and Water Storage System Improvement Projects.

Mr. Boggs spoke to Mayor and Council regarding the purpose of the SCBG application and confirm that the town has still obligated itself to \$50,000.00 toward the project. Mayor and Council agreed that the town is still in favor of this grant and to proceed with the application.

Mayor DuVall opened the July 3rd council meeting, at 6:30 p.m... Before proceeding with the reading of the June 5th minutes, Mayor DuVall opened the nomination for Town Recorder. He explained that there were only 2 applicants that applied by the deadline of May 31, 2006. He advised council that one of the applicants had withdrawn. The remaining applicant is Jo Anna Cardwell. He opened the floor for nominations, Robert Bias made motion to nominate Jo Anna Cardwell as recorder, seconded by Les Pullen, all voted, motion carried.

Jo Anna Cardwell, read the June 5th minutes of the Council meeting. Sherrill Porter made motion to approve the minutes, seconded by Robert Bias, motion was approved by all.

Jim Boggs with Region II Planning, address council concerning the Small Cities Block Grant application FY2006. Mr. Boggs presented Mayor and Council with 2 resolutions. The First resolution was the Community Development and Housing Needs Assessment, Connie James made motion to accept the resolution, seconded by Robert Bias, motion approved by all. The Second resolution was to give Mayor DuVall authority to sign all documents required for the application,

upon motion made by Les Pullen, seconded by Sherrill Porter, motion was approved by all. Mayor DuVall proceeded with signing all necessary documentation.

Connie James presented council with a drug policy bullet points for the council to review. Mayor DuVall acknowledges this outline and accepts as a discretionary review. He asked that a complete copy be given to Mayor and other Council members for review. Councilwoman James said she would bring the policy into the office on Wednesday to have Jo Anna make copies for them to pickup.

The first reading of the rate ordinance for the sewer department was review with mayor and council; this is a two phase increase. The first phase beginning September 7, 2006, first 2,500 gallon \$6.00 per 1000 gallon with a minimum bill \$15.00 per month. The second phase upon completion of the sewer project or June 1, 2007 whichever comes first, the rate will be first 3,000 gallon at \$7.00 per 1,000 gallon, with a minimum bill \$21.00 per month. Upon a motion made by Connie James to accept the ordinance, seconded by Robert Bias, motion was approved by all. Motion carried.

The Town of West Hamlin and Police Department bills were presented for payment and on a motion made by Les Pullen, second by Robert Bias, motion passed.

The Water and Sewer Department bills were also presented for payment and on a motion made by Les Pullen, second by Robert Bias.

Jo Anna Cardwell, explained to council that Tommy Adkins with Tri-River Transit came into the office and stated that in order for the town to have a voted on their board that the minimum donation must be \$500.00. Jo Anna advised him at that time that he needs to come to council meeting and discussion with the council. He did not appear before council on this date and mayor and council agreed that the \$250.00 donation stands as it.

Jo Anna Cardwell presented council with a warranty renewal from Kustom Signs. She explained that this is a 1 year renewal for the Pro-1000 single antenna radar. Connie James, made motion to table this until council can discuss this with Officer Enochs, seconded by Sherrill Porter, motion approved by all. Motion carried.

Joey Crum talked to mayor and council about placing "No Jake Brake Signs" on Rt 3, Rt 10, and Dairy road.

ATV ordinance was discussed briefly, Connie James made a motion to table this until the next regular meeting, seconded by Joey Crum, all approved. Motion carried.

A letter from the West Hamlin Volunteer Fire Department was presented to council requesting a donation for the new fire truck. Mayor and Council agreed that we would make no donations.

Connie James advised council that it is her understanding that at the April County Commission meeting that they had designated \$50,000.00 for the Town of West Hamlin to water project. She advised mayor and council that there will be a meeting Thursday, July 6, 2006 at 6:00 p.m.. She

said it would be in the towns best interested to apologize to the commission for not attending the April meeting. She said will definitely attend this meeting.

A delegation from Mud River and Big Creek area questioned the delays on Mud River Project. It was explained to them that due to day to day activities at the plant and leaks, we have not been able to work in that area. Mayor DuVall explained that we will work on this project as time and funds permit.

Jo Anna Cardwell, presented council with budget revision #1 for the General Fund and Coal Severance for the 2006/2007 year. Sherrill Porter made motion to accept the revision, seconded by Robert Bias, all approved. Motion carried.

Jo Anna Cardwell, advised council that the Senior Citizen Center was looking into getting a dumpster and asked that we would split the cost with them. Les Pullen made motion the L.C.O.C. pay the full cost of the dumpster, seconded by Connie James, all approved. Motion carried.

Jo Anna Cardwell advised council that David McCoy has damaged his glasses while working under one of the truck and requested that his glasses be replaced. Connie James made motion that the water department pay for the replacement of David McCoy's glasses, Sherrill Porter seconded, all approved. Motion carried.

The town policeman's time sheet was presented to council for approval. Sherrill Porter made motion to approve, Robert Bias seconded, all approved. Motion carried. It was also discussed at this time about the possibility of hiring part-time officers while Officer Enochs is on vacation. It was suggested that we approach one of the deputies.

A resolution sent to council from Steptoe and Johnson adopting the "Sunshine Law" was presented to council, Sherrill Porter made a motion to accept this resolution, Robert Bias seconded. All approved. Motion carried.

Council was advised that there will be a mandatory meeting for the second reading of the sewer ordinance on July 24, 2006. It was agreed that the meeting begin at 3:30 p.m.

Les Pullen made motion to adjourn, seconded by Sherrill Porter.


Jo Anna Cardwell, Recorder


Alben R. DuVall, Mayor

TOWN OF WEST HAMLIN

RESOLUTION ON OPEN GOVERNMENTAL PROCEEDINGS RULES

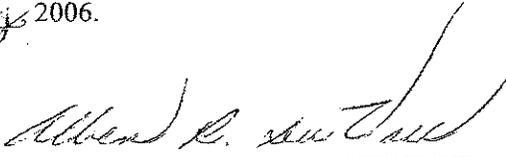
Pursuant to Chapter 6, Article 9A, Section 3 of the West Virginia Code, the Council of the Town of West Hamlin does hereby adopt the following rules to make available, in advance, the date, time, place and agenda of all regularly scheduled meetings of the Council, and the date, time, place and purpose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

1. Regular Meetings. A notice shall be posted and maintained by the Recorder at the front door or bulletin board of the Town Hall of the date, time and place fixed and entered of record by Council for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same location by the Recorder not less than 72 hours before such regular meeting is to be held. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined.

2. Special Meetings. A notice shall be posted by the Recorder at the front door or bulletin board of the Town Hall not less than 72 hours before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is canceled, a notice of such cancellation shall be posted at the same location as soon as feasible after such cancellation has been determined.

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

Adopted this 30 day of July 2006.



Mayor

ATTEST:



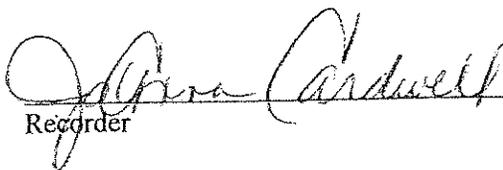
Recorder

CERTIFICATION

I, Johanna Cardwell, duly appointed Recorder of the Town of West Hamlin do hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the Town Council of the Town of West Hamlin at a regular meeting of Town Council held July 3, 2006, pursuant to proper notice, at which meeting a quorum was present and acting throughout.

Dated this 3rd day of July, 2006.

[SEAL]


Recorder

06/06/06
953370.0001

The Town Council of the Town of West Hamlin met in a special call meeting on Monday evening, March 21, 2005, beginning at 6:30 p.m.

Present: Ralph F. Stanley, Mayor
Nellie G. Adkins, Recorder
Joey Crum) Council
Les Pullen)
Robert Bias)
Sherrill Porter)

Meeting was called to order by Mayor Stanley. Everyone in attendance repeated the Pledge of Alliance.

This special call meeting was held for the purpose of reading **AN ORDINANCE ESTABLISHING AND FIXING RATES, FEES, AND CHARGES THE TOWN WILL CHARGE ITS CITIZENS AND ITS CUSTOMERS FOR POTABLE WATER.** Mayor Stanley read the first reading to council, Sherrill Porter made motion to adopt this ordinance, seconded by Robert Bias, motion passed unanimously. The second reading of this Ordinance will be held on April 4, 2005.

Les Pullen made motion to adjourn meeting, seconded by Joey Crum. Motion carried.



Ralph F. Stanley, Mayor


Nellie G. Adkins, Recorder

The Town of West Hamlin met in regular session on Monday evening April 4, 2005, beginning at 6:30 p.m.

	Present:	Ralph F. Stanley, Mayor	
		Nellie G. Adkins, Recorder	
		Les Pullen)
Michael Enochs, Town Policeman		Robert Bias) Council
Visitors (see attached list)		Joey Crum)
		Connie James)
		Sherrill Porter)

Everyone in attendance repeated the Pledge of Alliance. Town Recorder, Nellie Adkins, opened meeting. Minutes of the last regular meeting was read and also the special call meetings on March 7th, March 14th and March 21, st. Connie James made motion to approve minutes, seconded by Robert Bias, motion carried.

The Town of West Hamlin and Police Department bills were presented for payment and on a motion made by Les Pullen seconded by Joey Crum, motion was approved by all.

The Water and Sewer Department bills were also presented for payment and on a motion made by Les Pullen, seconded by Joey Crum, motion passed unanimously.

Mayor Stanley read letter from Public Service Commission, denying the town's request to waiver the "Certificate of Convenience and Necessity". Les Pullen made motion to hire an attorney to expedite the necessary documents required for this certificate, seconded by Sherrill Porter. Motion was approved by all.

Charles McCann, President of the Lincoln County Commission spoke to council pertaining to the Upper Mud River Project. He informed all that the commission was looking forward to working with the town on this water line extension and funds have been allocated. He also stressed that there might be some funds available for the next fiscal year to earmark for this project.

Mayor Stanley read the second reading of **AN ORDINANCE ESTABLISHING AND FIXING RATES, FEES, AND CHARGES THE TOWN WILL CHARGE ITS CUSTOMERS AND ITS CITIZENS FOR POTABLE WATER.** Les Pullen made motion to approve and final adopt Ordinance No. 10, seconded by Robert Bias. Motion carried.

Mayor Stanley spoke to council informing them that DOH will be installing guardrails going toward Huntington at the intersection.

A delegation from the Upper Mud River Area presented a list of potential customers that will be taking city water. The town will proceed with obtaining easements and agreements.

APRIL 4, 2005

Connie James made motion to have a dumpster delivered and put at Short and McClellan, seconded by Sherrill Porter. Motion carried. This dumpster will be for the residents of West Hamlin. The town is attempting on trying to clean the town.

Sherrill Porter made motion to appoint Danny Vickers to the 911 Board, seconded by ~~Danny Vickers~~, motion was approved.

Robert Bias

Sherrill Porter made motion to appoint Phillip "Sonny" Skeens to the EDA Board of Directors, seconded by Robert Bias, Motion passed.

Misty Kirwan spoke to council on her concern pertaining to the traffic going in and out of the Post Office. Town will check on erecting some type of a sign to prevent parking on one side of the street.

Les Pullen made motion to grant a \$50.00 raise to Town Policeman, Michael Enochs, seconded by Joey Crum. Motion was approved. This will become effective July 1, 2005.

Connie James made motion to approve Town Policeman's time sheet for the month of April, seconded by Robert Bias. Motion carried.

Town will contact our attorney and seek legal advice pertaining to our current ordinance pertaining to abandoned vehicles.

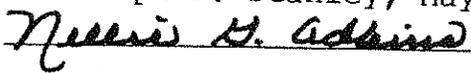
Michael Enochs is to check to see if the town could enforce a "Lost of Sight" citation to places where traffic is blocked from seeing due to property owners fault.

Sherrill Porter made motion to set a meeting for April 19th beginning at 6:30 p.m., seconded by Joey Crum. This meeting will be for the purpose of setting the levies. Motion carried.

Connie James made motion to adjourn, meeting, seconded by Sherrill Porter. Motion passed unanimously.



Ralph F. Stanley, Mayor



Nellie G. Adkins, Recorder

Danny J. Adams

Michael Adams

James J. Adams

Marlene Adams

Sydia Madden

Robert Madden

Arnold Ashworth

Dorothy Burns

William Burns

Phyllis Stowers

Gladie Adams

Spatt Adams

Kensy Lucas

Clinton (Kenney) Lucas

~~Linda Butcher~~

Harold Adams

Theresa S. McCann

Misty Kirwan

Sandi Jaynes

Walter Lewis

Chamber Elkins

Lenny Davis



AFFIDAVIT OF PUBLICATION

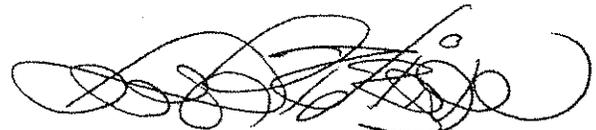
STATE OF WEST VIRGINIA
COUNTY OF LINCOLN, to wit:

I, **THOMAS A ROBINSON**, Publisher, being duly sworn upon my oath do depose and say that I am proprietor of the entitles:

The Lincoln Journal; plus our internet site www.lincolnjournal.com where your legal advertisement appeared at no extra cost to you; that such paper has been published for more than one year prior to publication of the annexed notice described below; that such newspaper is regularly published weekly, for at least fifty weeks during the calendar year, the Municipality of Hamlin, Lincoln County, West Virginia; that such newspaper is newspapers 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 aforesaid municipality and county; that such newspapers average in length of four or more pages, exclusive of any cover, per issue; that such newspapers is circulated to the general public at a definite price or consideration; that such newspaper is newspaper to which the general public resorts for posting of a political, religious, commercial and social nature, and for current happenings, announcements, miscellaneous reading matters, advertisements, and other notices; that the annexed notice of

Town Of West Hamlin Notice Of Public Hearing On Ordinance

was duly published in said newspapers once a week for 2 week(s), commencing with the issue 18th day of April 2007 and ending with the issue of the 25th day of April 2007 that said annexed notice was published on the following dates: April 18, 25, 2007

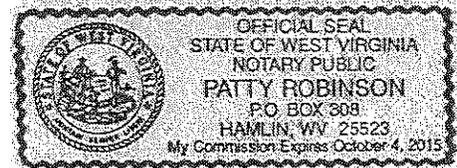


Thomas A Robinson, Publisher

Taken, subscribed and sworn before me in my said county this 28th day of April 2007.



Patty Robinson, Notary Public of Lincoln County, West Virginia.
My commission expires **October 4, 2015**.



**LEGAL
ADVERTISEMENT**

**TOWN OF WEST
HAMLIN
NOTICE OF PUBLIC
HEARING ON
ORDINANCE**

A public hearing will be held on the following?entitled Ordinance at a regular meeting of the Council of the Town of West Hamlin (the "Town") to be held on Monday, May 7, 2007, at 6:30 p.m. in Council Chambers at 6649 Guyan Street, West Hamlin, 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
CERTAIN ADDITIONS,
BETTERMENTS AND
IMPROVEMENTS TO THE
WASTEWATER PORTION
OF THE EXISTING PUBLIC
COMBINED
WATERWORKS AND
SEWERAGE FACILITIES
OF THE TOWN OF WEST
HAMLIN, AND THE
FINANCING OF THE COST,
NOT OTHERWISE
PROVIDED THEREOF,
THROUGH THE ISSUANCE
BY THE TOWN OF NOT
MORE THAN \$1,500,000 IN
AGGREGATE PRINCIPAL
AMOUNT OF COMBINED
WATERWORKS AND
SEWERAGE SYSTEM
BONDS, SERIES 2007
(UNITED STATES
DEPARTMENT OF
AGRICULTURE) IN ONE**

OR MORE SERIES;
DEFINING AND
PRESCRIBING THE
TERMS AND PROVISIONS
OF THE BONDS;
PROVIDING GENERALLY
FOR THE RIGHTS AND
REMEDIES OF AND
SECURITY FOR THE
HOLDER OF THE BONDS;
AND PROVIDING WHEN
THIS ORDINANCE SHALL
TAKE EFFECT.

The above?entitled Ordinance was approved by the Council on April 9, 2007. The above?quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The Town contemplates the issuance of the Bonds described in the Ordinance. The proceeds of the Bonds will be used to provide permanent financing of the costs of acquisition and construction of betterments, additions and improvements to the wastewater portion of the public combined waterworks and sewerage system of the Town and to pay certain costs of issuance of the Bonds and related costs. The Bonds are payable solely from revenues to be derived from the ownership and operation of the combined waterworks and 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 for review by interested parties during regular office hours.

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

Dated: April 11, 2007.

/s/ Joanna Cardwell
Recorder

TOWN OF WEST HAMLIN

Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

MINUTES ON ADOPTION OF SUPPLEMENTAL RESOLUTION

The undersigned Recorder of the Town of West Hamlin (the "Town") hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the Council of the Town.

* * *

* * *

* * *

The Council of the Town met in regular session, pursuant to notice duly given, on the 26th day of June, 2007, in West Hamlin, West Virginia, at the hour of 10:00 a.m.

PRESENT: JoAnna Cardwell - Recorder
Les Pullen - Councilman
Joey Crum - Councilman
Robert Bias - Councilman
Connie James - Councilman

ABSENT: Alben R. DuVall - Mayor
Sherrie Porter - Councilman

JoAnna Cardwell presided and acted as Recorder.

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

JoAnna Cardwell presented a proposed Supplemental Resolution in writing entitled:

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

SEWERAGE SYSTEM REVENUE BONDS, SERIES 2007 A OF
THE TOWN OF WEST HAMLIN, AND MAKING OTHER
PROVISIONS AS TO THE BONDS..

and caused the same to be read and there was discussion.

Thereupon, on motion duly made by Joey Crum and seconded by Robert Bias,
it was unanimously ordered that the above-entitled Resolution be finally enacted and put into
effect immediately.

*

* * *

* * *

* * *

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

CERTIFICATION

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

WITNESS my signature on this 28th day of June, 2007.


Recorder

12.22.06
953370.00001

TOWN OF WEST HAMLIN

APRIL 2, 2007

The Town of West Hamlin met in a regular session meeting on APRIL 2, 2007, beginning at 6:30 p.m.

Present: Alben DuVall, Mayor
Jo Anna Cardwell, Recorder
Joey Crum, Council
Robert Bias, Council
Sherrill Porter, Council
Connie James, Council
Les Pullen, Council

Visitors: List Attached

Meeting was called to order by Mayor DuVall. Sherrill Porter led the Pledge of allegiance.

Jo Anna Cardwell read the minutes from the February 5, 2007, Robert Bias made a motion to approve the minutes, seconded by Sherrill Porter, all approved, motion carried.

The Town of West Hamlin and Police Department bills were presented to council for approval of payment. Joey Crum made motion to approve paying the bills, seconded by Connie James. All approved, motion carried.

The Water & Sewer bills were presented to council for approval of payment. Les Pullen made motion to approve paying the bills, seconded by Sherrill Porter. All approved, motion carried.

Randall Lewis and Mark McGettigan with E.L. Robinson spoke to council concerning the sewer project bids. They proposed resubmitting the bids. The bids received in March for the project were about \$1,000,000.00 above the amount of grant money. Mark suggested that the project be bid separately, one for the sludge removal and 2nd for the line work. He stated that the line work may have to be done in sections and the priority would be where the gas lines are. He is hoping the price may be better by bidding this out separately. They will advertise the bids again and also return the bidders bonds to the previous bidders. Connie James made motion to proceed with the course of action, seconded by Sherrill Porter, all approved, motion carried.

The drug policy was discussed and on a motion by Connie James, seconded by Sherrill Porter to adopt the drug policy Robert Rodecker had revised and was given to council at the March 5, 2007 meeting to review. All approved, motion carried.

The first reading of the Combined Water Works and Sewerage System Revenue Bond Series 2007 Ordinance was read. Sherrill Porter made motion to adopt the ordinance, seconded by Robert Bias. All approved, motion carried.

After a lengthy discussion, Sherrill Porter made a motion to keep Nellie Adkins as an election commissioner, seconded by Robert Bias. All approved, except Connie James who opposed. Motion carried.

Council was advised of the County Commission Meeting on April 5, 2007 at 6:00 P.M. where there would be a discussion of the Mud River Project.

Belinda Butcher spoke to council regarding the parking at the Post Office and at the Buffalo Church. She stated that the way vehicles are parked it is difficult to see when it is safe to pull out. She feels there should be signed stating "No Parking" 30 feet from the stop sign. Mayor DuVall will speak to Dennis Lawson at the Department of Highways about the signs.

Everyone was advised the drawing for Ballot Position would be April 3, 2007 at 9:00 a.m.

Mike Enochs time sheet was presented to council, on a motion by Sherrill Porter, seconded by Robert Bias to approve the time. All approved, motion carried.

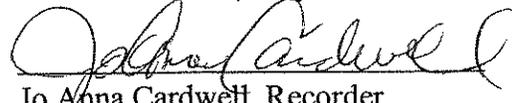
Connie James spoke to council about Doug Gartin's water meter. Sherrill Porter made a motion to replace the meter, seconded by Connie James. All approved, motion carried.

Tammy Roberts spoke to council regarding the letter Mayor DuVall send to Steve McComas, regarding the water and sewer situation at R & S Feed.

Les Pullen made motion to adjourn, seconded by Robert Bias. All approved, motion carried.



Alben R. DuVall, Mayor



Jo Anna Cardwell, Recorder

TOWN OF WEST HAMLIN

April 9, 2007

The Town of West Hamlin met in a special session meeting on April 9, 2007, beginning at 6:30 P.M...

Present: Alben DuVall, Mayor
Jo Anna Cardwell, Recorder
Joey Crum, Council
Sherrill Porter, Council
Connie James, Council

Meeting was called to order by Mayor DuVall. The purpose of this special session was to have the second reading of the Combined Water Works and Sewerage System-Revenue Bond Series 2007. Sherrill Porter made a motion to accept the Sewer Bond, seconded by Connie James, all approved, motion carried.

Further discussion of the Mud River Project, Mayor DuVall stated he would write the County Commission a letter to verify and clarify what would be paid by them.

Sherrill Porter made motion to adjourn, seconded by Joey Crum. All approved, motion carried.


ALBEN R. DuVALL, MAYOR


JOANNA CARDWELL, RECORDER

TOWN OF WEST HAMLIN

MAY 7, 2007

The Town of West Hamlin met in a regular session meeting on MAY 7, 2007, beginning at 6:30 p.m.

Present: Alben DuVall, Mayor
Jo Anna Cardwell, Recorder
Joey Crum, Council
Robert Bias, Council
Sherrill Porter, Council
Connie James, Council
Les Pullen, Council

Michael Enochs
Visitors: List Attached

Mayor DuVall called the meeting to order.

Public Hearing was held regarding the Combined Water Works and Sewerage Revenue Bond Series 2007. Sherrill Porter made motion to adopt the bond, seconded by Robert Bias. All approved, motion carried.

Joey Crum ledge the pledge of allegiance.

Jo Anna Cardwell read the minutes from the April 2, April 9, and April 17 council meeting, Robert Bias made a motion to approve the minutes, seconded by Les Pullen, all approved, motion carried.

The Town of West Hamlin and Police Department bills were presented to council for approval of payment. Connie James suggested that the gasoline for the police car be purchase at the State Road Garage. Michael Enochs explained that due to the fact he does not have a pass key it is difficult to get gasoline there. Jo Anna explained that we have tried to get a key, but cannot. Robert Bias made motion to approve paying the bills, seconded by Sherrill Porter. All approved, motion carried.

The Water & Sewer bills were presented to council for approval of payment. Sherrill Porter made motion to approve paying the bills, seconded by Robert Bias. All approved, motion carried.

Council discussed contribution to the Lincoln County Fairs and Festival, Connie James made motion to contribute \$250.00, and however this was tabled due to the fact that the Fourth of July fireworks will be in DuVall area this year.

Jo Anna Cardwell advised council of past due account.

Sandra Jaynes offered to write grants for the town; Connie James made motion to have Sandra write grants, seconded by Les Pullen. All approved, motion carried. Sandra will let council know in June 2007 if she is willing to do so.

There was long discussion concerning the Mud River Project and the formal complaint made to the PSC. We will continue with the 6 inch line up Mud River. Deloris Slone addressed council about her water bill. She asked if we can give her additional credit. She was advised of that the credit already given is the rate given by the PSC in our tariff. It was agreed that she can pay \$5.00 a month along with her regular monthly billing until the bill is completely paid. The late charges will be waved also.

Gary Linville addressed council about his concerns about rate increases and where the city limits are.

Mr. DuVall advised council about the letter he received from Mr. Pettigrew from the department of highways concerning the parking situation at the corner of McClellan Street.

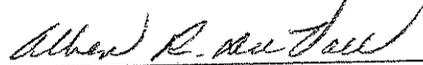
Council was advised that the Senior Citizen Center wanted to place a sign on the building. Sherrill Porter made motion to allow this to be done, seconded by Robert Bias.

After a long discussion concerning the control panel at the water plant, it was decided to get several quotes in writing before making a decision.

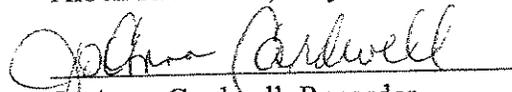
A request by the Boy Scout Troop 6400 was discussed; Mayor DuVall stated he would make a personal donation on behalf of the town.

Mike Enochs time sheet was presented to council, on a motion by Sherrill Porter, seconded by Robert Bias to approve the time. All approved, motion carried.

Les Pullen made motion to adjourn, seconded Connie James. All approved, motion carried.



Alben R. DuVall, Mayor



Jo Anna Cardwell, Recorder



Date of Report: June 28, 2007

ISSUE: Town of West Hamlin Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

ADDRESS: P.O. Box 221, West Hamlin, West Virginia 25571 COUNTY: Lincoln

PURPOSE OF ISSUE: New Money: X
 Refunding: _____ REFUNDS ISSUE(S) DATED: N/A

ISSUE DATE June 28, 2007 CLOSING DATE: June 28, 2007

ISSUE AMOUNT: \$482,000 RATE: 4.125%

1ST DEBT SERVICE DUE: N/A 1ST PRINCIPAL DUE: N/A

1ST DEBT SERVICE AMOUNT: N/A PAYING AGENT: _____

BOND COUNSEL: Steptoe & Johnson PLLC
 Contact Person: John C. Stump, Esquire
 Phone: 304.353.8196

UNDERWRITERS COUNSEL: _____
 Contact Person: _____
 Phone: _____

CLOSING BANK: _____
 Contact Person: _____
 Phone: _____

ESCROW TRUSTEE: _____
 Contact Person: _____
 Phone: _____

KNOWLEDGEABLE ISSUER CONTACT
 Contact Person: Alben R. DuVall
 Position: Mayor
 Phone: 304.824.3129

OTHER: United States Department of Agriculture
 Contact Person: Virginia McDonald
 Function: Rural Development Specialist
 Phone: 304.420.6666

DEPOSITS TO MBC AT CLOSE:
 By: _____ Wire _____
 _____ Check _____
 _____ Other: _____
 Accrued Interest: \$ _____
 Capitalized Interest: \$ _____
 Reserve Account: \$ _____
 Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE
 By: _____ Wire _____
 _____ Check _____
 _____ IGT _____
 _____ To Escrow Trustee: \$ _____
 _____ To Issuer \$ _____
 _____ To Cons. Invest. Fund \$ _____
 _____ To Other: _____ \$ _____

NOTES Monthly debt service payments will be made directly by the Town directly to the National Finance Office. The Municipal Bond Commission will only hold the Series 2007 A Bonds Reserve Account.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
 DOCUMENTS REQUIRED: _____
 TRANSFERS REQUIRED: _____



United States Department of Agriculture
Rural Development
West Virginia State Office

July 27, 2005

The Honorable Jonah Adkins, Mayor
Town of West Hamlin
P.O. Box 221
West Hamlin, WV 25571

Dear Mayor Adkins:

This letter, with Attachments 1 through 13 and enclosures, establishes conditions which must be understood and agreed to by you before further consideration may be given to your application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area staff of USDA, Rural Development. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to and approved by USDA, Rural Development, by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application.

The docket may be completed on the basis of an RUS loan in the amount of \$482,000, an RUS grant in the amount of \$246,700, and other funding in the amount of \$400,000, for a total project cost of \$1,128,700. The other funding is planned in the form of a grant from the Appalachian Regional Commission.

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

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

- Attachment No. 1 - Project Construction Budget (All Copies)
- Attachment No. 2 - Water and Waste Processing Checklist (All Copies)
- Attachment No. 3 - RUS Instruction 1780, Subparts A and B (Applicant Copy)
- Attachment No. 4 - RUS Instruction 1780, Subpart C (Engineer Copy)
- Attachment No. 5 - RUS Instruction 1780, Subpart D (Attorney and Bond Counsel Copies)
- Attachment No. 6 - RUS Supplemental General Conditions (Engineer Copy)
- Attachment No. 7 - RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents on Water and Waste Project with RUS Financial Assistance"
- Attachment No. 8 - Government Auditing Standards (Revision 2003) (Accountant Copy)

75 High Street • Suite 320 • Morgantown, WV 26505-7500
Phone: (304) 284-4860 • Fax: (304) 284-4893 • TDD: (304) 284-4865 • Web: <http://www.rurdev.usda.gov/wv>

Committed to the future of rural communities.

"USDA is an equal opportunity provider, employer and lender."

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 14th and Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice or TDD).

- Attachment No. 9 - RUS Bulletin 1780-30, "Water Programs Audit Guide and Compliance Supplement"
- Attachment No. 10 - RUS Bulletin 1780-31, "Water Programs Compliance Supplement for OMB Circular A-133 Audits"
- Attachment No. 11 - Labor Standards Provisions (Engineer Copy) (ARC Projects)
- Attachment No. 12 - RUS Policy regarding Use of Remaining Funds
- Attachment No. 13 - Various other RD Forms as identified on Attachment No. 2

The conditions referred to above are as follows:

1. Loan Repayment - The loan will be scheduled for repayment over a period of 40 years. The payments due the first 24 months will consist of interest only. Payments for the remaining 456 months will be equal amortized monthly installments. For planning purposes use a 4.125% interest rate and a monthly amortization factor of 0.00435, which provides for a monthly payment of \$2,097.00. You have the option of participating in the PREAUTHORIZED DEBIT (PAD) payment process. It will allow for your payment to be electronically debited from your account on the day your payment is due. Your authority must establish and fund monthly a debt service reserve account, which equals 10% of your monthly payment each month until you accumulate the equivalent of one annual installment on your loan.

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

2. Security - The loan must be secured by a statutory lien of first priority, a pledge of the system's revenues and other agreements between you and RUS as set forth in the bond ordinance which must be properly adopted and executed by the appropriate officials of your organization. Additional security requirements are contained in RUS Bulletin 1780-12 and RUS Bulletin 1780-27 which are mentioned later.
3. Users - This conditional commitment is based upon you providing evidence that there will be at least 418 bona fide users on the proposed system when it has been completed and is placed in operation. This evidence will consist of a certification from you that identifies and attests to the number of users that are actually connected to the Town's existing sewer system which is to be partially replaced by the new system, at the time you request authorization to advertise the project for construction bids.

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

4. Bond Counsel Services - The services of a recognized bond counsel are required. The bond counsel will prepare the form of ordinance to be used, in accordance with Subpart D of RUS Instruction 1780. You should immediately provide your bond counsel with a copy of this letter of conditions, its attachments and enclosures.

5. Engineering Services - It will be necessary for you to obtain the services of an engineer. EJCDC No. 1910-1-FA, "Standard Form of Agreement between Owner and Engineer for Professional Services" (Funding Agency Edition) should be used to obtain the services of an engineer. The EJCDC document is issued under copyright and cannot be provided by RUS.
6. Legal Services – It will be necessary for you to obtain the services of a local attorney. For your convenience an RUS "Legal Services Agreement" is enclosed for your use.
7. Accounting Services – It will be necessary for you to obtain the services of a qualified accountant. The accountant must agree to develop and provide the following:
 - a. All necessary accounting material required by the Public Service Commission of West Virginia (Rule 42 Exhibit).
 - b. Prior to loan/grant closing, your accountant must certify that the accounts and records as required by your bond ordinance have been established and are operational.

The Accountant's Agreement should be submitted to RUS for review. Compensation in the contract should include only those services identified above and not include payment for construction management services from the accountant unless RUS concurrence is obtained.

RUS regulations (Attachment No. 3) outline requirements for the submission of management reports and audits. Appropriate state statutes place certain audit requirements on your Town. The attached booklets, "Government Auditing Standards (Revised 1994)" (Attachment No. 8), and RUS Bulletins 1780-30 1780-31 (Attachment Nos. 9 and 10) outline audit requirements.

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

8. Facility Control - Prior to advertisement for construction bids, you must furnish satisfactory evidence that you have or can obtain adequate continuous and valid control over the lands and rights needed for the project. Such evidence must be in the following form:
 - a. A right-of-way map showing clearly the location of all lands and rights needed for the project. The map must designate public and private lands and rights and the appropriate legal ownership thereof.
 - b. A copy of deeds, contracts or options for any lands needed other than rights-of-way, along with a preliminary title opinion covering such lands. Form

RD 1927-9, "Preliminary Title Opinion" may be used. In the case of your existing system or where the Town already acquired real property (land or facilities), a preliminary title opinion(s) concerning all such property(s) will be provided.

- c. A narrative opinion from your attorney concerning all permits, certifications and other items necessary to show that all legal requirements can be met and stating how they will be met. This narrative should also identify any condemnation proceedings that are anticipated and state how they will be handled.
- d. A certification and legal opinion relative to title to rights-of-way and easements. Form RD 442-22, "Opinion of Counsel Relative to Rights-of-Way," may be used. This form may contain a few exceptions such as properties that must be condemned; however, prior to the start of construction or loan closing, whichever occurs first, a new Form RD 442-22, must be provided which does not provide for any exceptions. The attorney's legal opinion should include a certification that all requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and West Virginia State Code Chapter 54 have been met in the acquisition of both real property and rights-of-way. Such requirements may include, but are not limited to, distributing informational material to all affected property owners, and completing appraisals of the affected properties.
- e. On the day of loan closing, the Town's attorney must furnish final title opinions on all land(s) being acquired. Form RD 1927-10, "Final Title Opinion" may be used. In the case of your existing system or where the Town has already acquired real property(s) (land or facilities), the Town's attorney will provide a separate final title opinion(s) covering such property(s) on the day of loan closing.

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

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

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

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

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

11. Insurance and Bonding Requirements - Prior to preliminary loan closing, you must acquire the following insurance and bond coverage:
 - a. Liability Insurance - Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. The limits of liability coverage noted herein should be considered as suggested amounts only. RUS recommends that you consider analyzing your actual needs in detail before you obtain coverage in a specific amount.
 - b. Workers' Compensation - In accordance with appropriate State laws.
 - c. Position Fidelity Bond(s) - All positions occupied by persons entrusted with the receipt and/or disbursement of funds must be bonded. As a good business practice you will probably wish to have each position bonded in an amount equal to the maximum amount of funds to be under the control of that position at any one time.

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

- d. National Flood Insurance - In addition to meeting the requirements for the type of assistance requested, the following requirements must be met for financial assistance for acquisition and/or construction in designated special flood or mudslide prone areas:
 - (1) If flood insurance is available, you must purchase a flood insurance policy at the time of loan closing.
 - (2) Applicants whose buildings, machinery or equipment are to be located in a community which has been notified as having special flood or mudslide prone areas will not receive financial assistance where flood insurance is not available.
 - e. Real Property Insurance - Prior to the acceptance of the facility from the contractor(s), you must obtain real property insurance (fire and extended coverage) on all above-ground structures, to include machinery and equipment housed therein. This does not apply to water reservoirs, standpipes, elevated tanks or noncombustible materials used in treatment plants, clearwells, filters and the like.
12. Contract Documents, Final Plans and Specifications -
 - a. The contract documents should consist of the following:

- (1) EJCDC Document No. 1910-8-A-1-FA, 1997 Edition, "Standard Form of Agreement between Owner and Contractor on the Basis of Stipulated Price" and EJCDC Document No. 1910-8-FA, "Standard General Conditions of the Construction Contract – Funding Agency Edition" and Attachments. The EJCDC document is issued under copyright and cannot be provided by RUS.
- (2) "RUS Supplemental General Conditions."
- (3) "Labor Standards Provisions" - Title 29, Subtitle A, Part 5, Section 5.5, Contract Provisions and Related Matters. One copy of this item is attached hereto (Attachment No. 11). Additional copies must be reproduced by the engineer.

RUS Bulletin 1780-26, "Guidance for the Use of EJCDC Standard Documents on Water and Waste Projects with RUS Financial Assistance," is enclosed for use by your engineer in the preparation of the contract documents (Attachment No. 7).

- b. The contract documents must provide, as a minimum, the following insurance:
 - (1) Liability Insurance - Personal Liability - \$500,000; Property Damage - \$200,000 - \$200,000. This coverage must include indemnification of the Town and its engineer. RUS Bulletin 1780-13, Attachment 9, suggests certain limits of liability for insurance coverage. Those limits should be considered as minimum requirements only. It is recommended you consider increasing the given limits of liability after analyzing your specific needs.
 - (2) Builder's Risk Insurance - On all structures and mechanical and electrical equipment in place or stored on the site to the full insurable value thereof.
 - (3) Workers' Compensation - In accordance with applicable State laws.
 - c. The contract documents and final plans and specifications must be submitted to RUS for approval.
 - d. The project must be designed in compliance with Section 504 of the Rehabilitation Act of 1973.
13. State Prevailing Wage Law - You should ensure that all requirements of Article 5A of the West Virginia State Prevailing Wage Law, "Wages for Construction of Public Improvements" are met during construction of the project. If Appalachian Regional commission funds are utilized, then the Davis-Bacon Act will apply.
 14. Disbursement of Funds - The RUS funds will be advanced as they are needed in the amount(s) necessary to cover the RUS proportionate share of any disbursements required of your Town, over 30 day periods. Any grant funds not disbursed immediately upon receipt must be deposited in an interest bearing account.

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

The Town will establish a separate fund, to be known and hereafter referred to as the Construction Account, with a lending institution insured by the Federal Deposit Corporation. The account shall be used solely for the purpose of paying the costs of the project as outlined in the construction budget. All funds in the account will be secured by a collateral pledge equaling at least 100% of the highest amount of funds expected to be deposited in the Construction Account. All deposits in excess of \$100,000 will be secured by a collateral pledge in accordance with 31 CFR 202.

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

15. Other Project Funds - Prior to advertisement for construction bids, you must provide evidence showing the approval of any other project funds. This evidence should include a copy of the funding award. Prior to award of the contract(s) to the contractor(s), you must provide evidence that the other project funds are available for expenditure. This evidence should consist of at least a letter from the funding agency stating the funds are available for expenditure.

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

Form RD 1940-1 - "Request for Obligation of Funds"
RUS Bulletin 1780-12 - "Water or Waste System Grant Agreement"
RUS Bulletin 1780-27 - "Loan Resolution (Public Bodies)"
Form RD 400-1 - "Equal Opportunity Agreement"
Form RD 400-4 - "Assurance Agreement"
Form AD 1047 - "Certification Regarding Debarment - Primary"
Form AD 1049 - "Certification Regarding Drug-Free Workplace"
Form RD 1910-11 - "Applicant Certification, Federal Collection Policies"
FmHA Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans"
Certification of Compliance
Form RD 1942-46, "Letter of Intent to Meet Conditions"

17. The enclosed Water and Waste Processing Checklist (Attachment No. 2) outlines the items needed to complete the loan and grant docket. All the items listed must be included in the loan and grant docket when it is forwarded to the USDA - Rural Development State Office with a request for loan closing instructions to be issued.
18. Upon receipt of the loan and grant docket, which contains all the items required above, RUS may authorize you to advertise the project for construction bids. Such advertisement must be in accordance with appropriate State statutes. Immediately after bid opening you must provide RUS with (a) a bid tabulation, (b) recommendations from you and your engineer as to the acceptability of the bids received, and (c) your recommendations for contract awards. If all parties then agree the construction bids received are acceptable, it is determined that adequate

funds are available to cover the total facility costs, and that all the administrative conditions of loan approval have been satisfied, loan closing instructions will be issued. The closing instructions, a copy of which will be forwarded to you, will set forth any further requirements that must be met before the loan can be closed. When all parties agree that the closing requirements can be met, a mutually acceptable date for the loan closing will be scheduled.

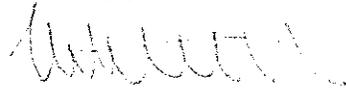
The "RUS Policy Regarding Use of Remaining Funds" is attached for your information and use (Attachment No. 12). This policy should be adhered to when addressing the use of bid underrun funds, as well as any funds remaining after project construction is complete.

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

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

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

Sincerely yours,



ROBERT M. STEPTOE III
State Director

Enclosures

cc: Area Director, Parkersburg
ATTN: Rural Development Specialist (RUS)

E.L. Robinson Engineering
Charleston, WV

Michael D. Griffith, CPA
Griffith and Associates
Alum Creek, WV

James W. Gabehart, Esquire
Hamlin, WV

Robert R. Rodecker, Esquire
Charleston, WV

Attachment No. 1 to Letter of Conditions
For: Town of West Hamlin
Date: July 27, 2005

Project Construction Budget

<u>PROJECT COST</u>	<u>ARC</u> <u>GRANT</u>	<u>RUS GRANT</u>	<u>RUS LOAN</u>	<u>TOTAL</u>
CONSTRUCTION	\$ 400,000	\$ 148,400	\$ 268,600	\$ 817,000
CONST. CONTINGENCY		\$ 16,700	\$ 30,300	\$ 47,000
LAND & RIGHTS		\$ 3,600	\$ 6,400	\$ 10,000
LEGAL FEES - LOCAL		\$ 3,600	\$ 6,400	\$ 10,000
LEGAL FEES - PSC		\$ 3,600	\$ 6,400	\$ 10,000
BOND COUNSEL		\$ 3,600	\$ 6,400	\$ 10,000
ACCOUNTING		\$ 2,400	\$ 4,100	\$ 6,500
ENGINEERING FEES		\$ 50,200	\$ 99,800	\$ 150,000
Basic - \$100,000				
Insp. - \$ 50,000				
INTEREST			\$ 38,200	\$ 38,200
PROJECT CONTG.		\$ 14,600	\$ 15,400	\$ 30,000
TOTAL	\$ 400,000	\$ 246,700	\$ 482,000	\$ 1,128,700

**UNITED STATES DEPARTMENT OF AGRICULTURE
 RURAL UTILITIES SERVICE
 Water and Waste Processing Checklist**

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
SF 424.2	Application for Federal Assistance	3	1780.31(b)	Applicant		Have	3
	DUNS Number	1		Applicant		Have	3
	CAIVRS Number	1		RUS			CPAP Form
	Public Notice of Intent to File App./ Env. Notice	3	1780.19(a) 1794	Applicant			3
Bulletin 1780-22	Applicant Eligibility Certification/ Other Credit Certification	1	1780.33(d)	Applicant		Have	3
	Bonds or Notes Outstanding Debt	1	1780.33(e)	Applicant/ Attorney		Have	2
	Audit for last year of operation	1	1780.33(e)	Applicant/ Accountant		Have	1
	Staff Review Financial Statements	1	S.I. 1780.2	RUS		Have	1
EJCDC No. 1910-1-FA	Agreement between Owner & Engineer	3	1780.39(b)	Applicant/ Engineer			6
Bulletin 1780-7 or other approved	Legal Services Agreement with Local Attorney	3	1780.39 (b)(2)	Applicant/ Attorney			5
	Site Visit		S.I. 1780-2	RUS		Have	3

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	Processing Conference	1	1780.39(a)	RUS		Have	3
	Environmental Report	2	1794	Applicant		Have	3
	Environmental Assessment	2	1794	RUS/ Engineer		Have	3
	FONSI/ Evidence of Publication	1	Exhibit 1 RUS 1794 News Ad	RUS/ Applicant			3
Bulletins 1780-2 1780-3	Preliminary Engineering Report	2	1780.33(c)	Engineer		Have	6
	Staff Engineer PER Review	1	1780.33(c)	RUS			3
	Bill Analysis for existing system(s)	2	1780.33(c)	Applicant/ Engineer		Have	8
	Rate Tariff	2	1780.33	Applicant		Have	8
	Applicant's IRS Tax Number(TIN)	1	1780.33(g)	Applicant		Have	3
	Agency Det- ermination on the Availability of "Other Credit" with Docu- mentation	1	1780.7(d)	RUS		Have	3
	Documentation on Service Area	1	1780.11	RUS		Have	3
Bulletin 1780-1	Project Selection Criteria	2	1780.17	RUS		Have	1
	Letter of Conditions	7	1780.41 (a)(5)	RUS			3
AD 1049	Certification Regarding Drug-Free Workplace	1	1780.33(h)	Applicant			5

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	Minutes Adopting Drug-Free Workplace Program	1	LOC	Applicant			5
Exhibit A / A-1	Certifications Regarding Lobbying	2	1780.33(h)	Applicant			2
CPAP Form	Project Information	3	1780.41(a)	RUS		Have	1
CPAP Form	Underwriting Information	3	1780.41(a)	RUS		Have	2
RD 1940-1	Request for Obligation of Funds	4	1780.41(a)	RUS/ Applicant			2
Bulletin 1780-12	Association Water or Sewer System Grant Agreement	2	1780.45(c)	RUS/ Applicant			2
RD 1942-46	Letter of Intent to Meet Conditions	2	1780.41 (a)(6)	Applicant			3
AD 1047	Certification Regarding Debarment (Primary)	1	1780.33(h)	Applicant			5
	Relationships/ Associations with Agency Employees	1	1780.1(f)	RUS			3
RD 1910-11	Applicant Certification, Federal Collection Policies	1	1780.33(h)	Applicant			3
Bulletin 1780-27	Loan Resolution	1	1780.45 (a)(2)	Applicant			5
RD 400-1	Equal Opportunity Agreement	1	1901-E	Applicant			6

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
RD 400-4	Assurance Agreement	1	1901-E	Applicant			3
	Legal Services Agreement with Bond Counsel	1	1780.39 (b)(3)	Applicant/ Bond Counsel			5
	Agreement for Accounting Services	1	1780.39 (b)(2)	Applicant/ Accountant			5
	Certification Relative to Existing Users	1	LOC	Applicant			5
	Verification of Users	1	1780.44(b)	RUS			3
	Accountant's Certification	1	LOC	Applicant/ Accountant			3
	RUS Review of Accounting Records	1	S.I. 1780-4 (1)(ii)	RUS			3
	Copy of PSC Rule 42 Exhibit	1	State	Attorney/ Accountant			3
	DOH Permit	1	1780.15(d)	Applicant			6
	Railroad Permit	1	1780.15(d)	Applicant			6
	Public Land Corp. Permit	1	1780.15(d)	Applicant			6
	Corps of Engineers Permit	1	1780.15(d)	Applicant			6
	Dept. of Health Approval	1	1780.15(d)	Engineer			6
	Dept. of Environmental Protection Permit	1	1780.15(d)	Engineer			6

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	Contract Documents, Plans & Specifications	2	1780.61(a)	Engineer			Separate File
	Agency Determination on Procurement	1	1780.70(d)	RUS			6
	Preliminary Bond Transcript Documents w/o Defeasance Provisions	2	1780.83	Bond Counsel			5
	Right-of-Way Map	1	1780.44(g)	Engineer			Separate File
	Deeds and/or Options		1780.44.(g)	Applicant/ Attorney			5
RD 1927-9	Preliminary Title Opinion	1	1780.44 (g)(2)	Applicant/ Attorney			5
	Narrative Opinion from Attorney	1	1780.44(g)	Attorney			5
RD 442-22	Opinion of Counsel Relative to R/Ways		1780.44 (g)(1)	Attorney			5
	Review of Outstanding Judgment	1	1780.7(g)	RUS/ Attorney			3
	Evidence of "Other Funds"	1	1780.44(f)	Applicant			2
SF 3881	Electronic Funds Transfer Payment Enrollment Form	1	31 CFR 208	Applicant/ Financial Institution			2
	Documentation Relative to Health or Sanitary Hazards	1	1780.1 (c)(1) 1780.13 (b)(1)	RUS/State Health Department			2

Form Number	Document or Action	Number Needed	Procedure Reference	Provided By	Target Date	Date Received	File Position
	PSC Approval	1	1780.15(b)	Applicant/ Attorney			6
	Bid Tabulation	1	1780.61(b)	Engineer			6
	OGC Closing Instructions	1	1780.44(h)	RUS			5
	S/O Closing Instructions	1	1780.44(h)	RUS			5
RD 1927-10	Final Title Opinion	1	1780.44 (g)(2)	Applicant/ Attorney			5
	Bond Transcript Documents w/o Defeasance Provisions	3	1780.83	Bond Counsel			Separate File
RD 400-8	Compliance Review	1	1780.44(c)	RUS			5
	Liability Insurance	1	1780.39(g)	Applicant			7
	Workers' Compensation Certificate	1	1780.39(g)	Applicant			7
	Flood Insurance Policy	1	1780.39(g)	Applicant			7
440-24	Fidelity Bond	1	1780.39(g)	Applicant			7
1924-16	Record of Pre-Construction Conference	1	1780.76(a)	RUS/ Engineer			6
AD 1048	Certification Regarding Debarment (Contractor)	1 each	1780.33(h)	All Appropriate Vendors			5
	OGC Final Opinion	1	1780.45(g)	RUS			5

Subpart D - Information Pertaining to Preparation of Notes or Bonds and Bond Transcript Documents for Public Body Applicants

§1780.80 General.

This subpart includes information for use by public body applicants in the preparation and issuance of evidence of debt (bonds, notes, or debt instruments, referred to as bonds in this subpart) and other necessary loan documents.

§1780.81 Policies related to use of bond counsel.

The applicant is responsible for preparation of bonds and bond transcript documents. The applicant will obtain the services and opinion of recognized bond counsel experienced in municipal financing with respect to the validity of a bond issue, except for issues of \$100,000 or less. With prior approval of the approval official, the applicant may elect not to use bond counsel. Such issues will be closed in accordance with the following:

- (a) The applicant must recognize and accept the fact that application processing may require additional legal and administrative time;
- (b) It must be established that not using bond counsel will produce significant savings in total legal costs;
- (c) The local attorney must be able and experienced in handling this type of legal work;
- (d) The applicant must understand that it will likely have to obtain an opinion from bond counsel at its expense should the Agency require refinancing of the debt;
- (e) Bonds will be prepared in accordance with this regulation and conform as closely as possible to the preferred methods of preparation stated in §1780.94; and
- (f) Closing instructions must be issued by OGC.

§1780.82 [Reserved]

§1780.83 Bond transcript documents

Any questions relating to Agency requirements should be discussed with Agency representatives. Bond counsel or local counsel, as appropriate, must furnish at least two complete sets of the following to the applicant, who will furnish one complete set to the Agency:

- (a) Copies of all organizational documents;
- (b) Copies of general incumbency certificate;
- (c) Certified copies of minutes or excerpts from all meetings of the governing body at which action was taken in connection with the authorizing and issuing of the bonds;
- (d) Certified copies of documents evidencing that the applicant has complied fully with all statutory requirements incident to calling and holding a favorable bond election, if one is necessary;
- (e) Certified copies of the resolutions, ordinances, or other documents such as the bond authorizing resolutions or ordinances and any resolution establishing rates and regulating use of facility, if such documents are not included in the minutes furnished;
- (f) Copies of the official Notice of Sale and the affidavit of publication of the Notice of Sale when State statute requires a public sale;
- (g) Specimen bond, with any attached coupons;
- (h) Attorney's no-litigation certificate;
- (i) Certified copies of resolutions or other documents pertaining to the bond award;
- (j) Any additional or supporting documents required by bond counsel;
- (k) For loans involving multiple advances of Agency loan funds, a preliminary approving opinion of bond counsel (or local counsel if no bond counsel is involved) if a final unqualified opinion cannot be obtained until all funds are advanced. The preliminary opinion for the entire issue shall be delivered at or before the time of the first advance of funds. It will state that the applicant has the legal authority to issue the bonds, construct, operate and maintain the facility, and repay the loan, subject only to changes occurring during the advance of funds, such as litigation resulting from the failure to advance loan funds, and receipt of closing certificates;
- (l) Final unqualified approving opinion of bond counsel, (and preliminary approving opinion, if required) or local counsel if no bond counsel is involved, including an opinion as to whether interest on bonds will be exempt from Federal and State income taxes. With approval of the State program official, a final opinion may be qualified to the extent that litigation is pending relating to Indian claims that may affect title to land or validity of the obligation. It is permissible for such opinion to contain language referring to the last sentence of Section 306 (a)(1) or to Section 309A (h) of the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 (a)(1) or 1929a (h)).

§§1780.84 and 1780.86 [Reserved]

§1780.87 Permanent instruments for Agency loans.

Agency loans will be evidenced by an instrument determined legally sufficient and in accordance with the following order of preference:

(a) First preference - Form RD 440-22, "Promissory Note". Refer to paragraph (b) of this section for methods of various frequency payment calculations.

(b) Second preference - single instruments with amortized installments. A single instrument providing for amortized installments which follows Form RD 440-22 as closely as possible. The full amount of the loan must show on the face of the instrument, and there must be provisions for entering the date and amount of each advance on the reverse or an attachment. When principal payments are deferred, the instrument will show that "interest only" is due on interest-only installment dates, rather than specific dollar amounts. The payment period including the "interest only" installment cannot exceed 40 years, the useful life of the facility, or State statute limitations, whichever occurs first. The amortized installment, computed as follows, will be shown as due on installment dates thereafter.

(1) Monthly payments. Multiply by twelve the number of years between the due date of the last interest-only installment and the final installment to determine the number of monthly payments. When there are no interest-only installments, multiply by twelve the number of years over which the loan is amortized. Then multiply the loan amount by the amortization factor and round to the next higher dollar.

(2) Semiannual payments. Multiply by two the number of years between the due date of the last interest-only installment and the due date of the final installment to determine the correct number of semiannual periods. When there are no interest-only installments, multiply by two the number of years over which the loan is amortized. Then multiply the loan amount by the applicable amortization factor.

(3) Annual payments. Subtract the due date of the last interest-only installment from the due date of the final installment to determine the number of annual payments. When there are no interest-only installments, the number of annual payments will equal the number of years over which the loan is amortized. Then multiply the loan amount by the applicable amortization factor and round to the next higher dollar.

(c) Third preference - single instruments with installments of principal plus interest. If a single instrument with amortized installments is not legally permissible, use a single instrument providing for installments of principal plus interest accrued on the principal balance. For bonds with semiannual interest and annual principal, the interest is calculated by multiplying the principal balance times the interest rate and dividing this figure by two. Principal installments are to be scheduled so that total combined interest and principal payments closely approximate amortized payments.

(1) The repayment terms concerning interest only installments described in paragraph (b) of this section apply.

(2) The instrument shall contain in substance provisions indicating:

(i) Principal maturities and due dates;

(ii) Regular payments shall be applied first to interest due through the next principal and interest installment due date and then to principal due in chronological order stipulated in the bond; and

(iii) Payments on delinquent accounts will be applied in the following sequence:

(A) billed delinquent interest;

(B) past due interest installments;

(C) past due principal installments;

(D) interest installment due; and

(E) principal installment due.

(d) Fourth preference - serial bonds with installments of principal plus interest. If instruments described under the first, second, and third preferences are not legally permissible, use serial bonds with a bond or bonds delivered in the amount of each advance. Bonds will be numbered consecutively and delivered in chronological order. Such bonds will conform to the minimum requirements of §1780.94. Provisions for application of payments will be the same as those set forth in paragraph (c)(2)(ii) of this section.

(e) Coupon bonds. Coupon bonds will not be used unless required by State statute. Such bonds will conform to the minimum requirements of §1780.94.

§1780.88 [Reserved]

§1780.89 Multiple advances of Agency funds using permanent instruments.

Where interim financing from commercial sources is not used, Agency loan proceeds will be disbursed on an "as needed by borrower" basis in amounts not to exceed the amount needed during 30-day periods.

§1780.90 Multiple advances of Agency funds using temporary debt instruments.

When none of the instruments described in §1780.87 are legally permissible or practical, a bond anticipation note or similar temporary debt instrument may be used. The debt instrument will provide for multiple advances of Agency funds and will be for the full amount of the Agency loan. The instrument will be prepared by bond counsel, or local counsel if bond counsel is not involved, and approved by the State program official and OGC. At the same time the Agency delivers the last advance, the borrower will deliver the permanent bond instrument and the canceled temporary instrument will be returned to the borrower. The approved debt instrument will show at least the following:

- (a) The date from which each advance will bear interest;
- (b) The interest rate as determined by §1780.13;
- (c) A payment schedule providing for interest on outstanding principal at least annually; and
- (d) A maturity date which shall be no earlier than the anticipated issuance date of the permanent instruments and no longer than the 40-year statutory limit.

§§1780.91 - 1780.93 [Reserved]

§1780.94 Minimum bond specifications.

The provisions of this section are minimum specifications only and must be followed to the extent legally permissible.

- (a) Type and denominations. Bond resolutions or ordinances will provide that the instruments be either a bond representing the total amount of the indebtedness or serial bonds in denominations customarily accepted in municipal financing (ordinarily in multiples of not less than \$1,000). Single bonds may provide for repayment of principal plus interest or amortized installments. Amortized installments are preferred by the Agency.
- (b) Bond registration. Bonds will contain provisions permitting registration for both principal and interest. Bonds purchased by the Agency will be registered in the name of "United States of America" and will remain so registered at all times while the bonds are held or insured by the Government. The Agency address for registration purposes will be that of the Finance Office.

(c) Size and quality. Size of bonds and coupons should conform to standard practice. Paper must be of sufficient quality to prevent deterioration through ordinary handling over the life of the loan.

(d) Date of bond. Bonds will normally be dated as of the day of delivery. However, the borrower may use another date if approved by the Agency. Loan closing is the date of delivery of the bonds or the date of delivery of the first bond when utilizing serial bonds, regardless of the date of delivery of the funds. The date of delivery will be stated in the bond if different from the date of the bond. In all cases, interest will accrue from the date of delivery of the funds.

(e) Payment date. Loan payments will be scheduled to coincide with income availability and be in accordance with State law.

(1) If income is available monthly, monthly payments are recommended unless precluded by State law. If income is available quarterly or otherwise more frequently than annually, payments must be scheduled on such basis. However, if State law only permits principal plus interest (P&I) type bonds, annual or semiannual payments will be used.

(2) The payment schedule will be enumerated in the evidence of debt, or if that is not feasible, in a supplemental agreement.

(3) If feasible, the first payment will be scheduled one full month, or other period, as appropriate, from the date of loan closing or any deferment period. Due dates falling on the 29th, 30th, and 31st day of the month will be avoided. When principal payments are deferred, interest-only payments will be scheduled at least annually.

(f) Extra payments. Extra payments are derived from the sale of basic chattel or real estate security, refund of unused loan funds, cash proceeds of property insurance and similar actions which reduce the value of basic security. At the option of the borrower, regular facility revenue may also be used as extra payments when regular payments are current. Unless otherwise established in the note or bond, extra payments will be applied as follows:

(1) For loans with amortized debt instruments, extra payments will be applied first to interest accrued to the date of receipt of the payment and second to principal.

(2) For loans with debt instruments with P&I installments, the extra payment will be applied to the final unpaid principal installment.

(3) For borrowers with more than one loan, the extra payment will be applied to the account secured by the lowest priority of lien on the property from which the extra payments was obtained. Any balance will be applied to other Agency loans secured by the property from which the extra payment was obtained.

(4) For assessment bonds, see paragraph (k) of this section.

(g) The place of payments on bonds purchased by the Agency will be determined by the Agency.

(h) Redemptions. Bonds will normally contain customary redemption provisions. However, no premium will be charged for early redemption on any bonds held by the Government.

(i) Additional revenue bonds. Parity bonds may be issued to complete the project. Otherwise, parity bonds may not be issued unless acceptable documentation is provided establishing that net revenues for the fiscal year following the year in which such bonds are to be issued will be at least 120 percent of the average annual debt serviced requirements on all bonds outstanding, including the newly-issued bonds. For purposes of this section, net revenues are, unless otherwise defined by State statute, gross revenues less essential operation and maintenance expenses. This limitation may be waived or modified by the written consent of bondholders representing 75 percent of the then-outstanding principal indebtedness. Junior and subordinate bonds may be issued in accordance with the loan resolution.

(j) Precautions. The following types of provisions in debt instruments should be avoided:

(1) Provisions for the holder to manually post each payment to the instrument.

(2) Provisions for returning the permanent or temporary debt instrument to the borrower in order that it, rather than the Agency, may post the date and amount of each advance or repayment on the instrument.

(3) Provisions that amend covenants contained in RUS Bulletins 1780-27 or 1780-28.
[Revision 2, 06/04/99]

(4) Defeasance provisions in loan or bond resolutions. When a bond issue is defeased, a new issue is sold which supersedes the contractual provisions of the prior issue, including the refinancing requirement and any lien on revenues. Since defeasance in effect precludes the Agency from requiring refinancing before the final maturity date, it represents a violation of the statutory refinancing requirement; therefore, it is disallowed. No loan documents shall include a provision of defeasance.

(k) Assessment bonds. When security includes special assessment to be collected over the life of the loan, the instrument should address the method of applying any payments made before they are due. It may be desirable for such payments to be distributed over remaining payments due, rather than to be applied in accordance with normal procedures governing extra payments, so that the account does not become delinquent.

(l) Multiple debt instruments. The following will be adhered to when preparing debt instruments:

(1) When more than one loan type is used in financing a project, each type of loan will be evidenced by a separate debt instrument or series of debt instruments;

(2) Loans obligated in different fiscal years and those obligated with different terms in the same fiscal year will be evidenced by separate debt instruments;

(3) Loans obligated for the same loan type in the same fiscal year with the same term may be combined in the same debt instrument;

(4) Loans obligated in the same fiscal year with different interest rates that will be closed at the same interest rate may be combined in the same debt instrument.

Revision 2

RUS Instruction 1780

§1780.95 Public bidding on bonds.

Bonds offered for public sale shall be offered in accordance with State law and in such a manner to encourage public bidding. The Agency will not submit a bid at the advertised sale unless required by State law, nor will reference to Agency's rates and terms be included. If no acceptable bid is received, the Agency will negotiate the purchase of the bonds.

§§1780.96 - 1780.100 [Reserved]

COPY
WATER OR WASTE SYSTEM GRANT AGREEMENT
UNITED STATES DEPARTMENT OF AGRICULTURE

RURAL UTILITIES SERVICE

THIS AGREEMENT dated August 1, 2005 between
Town of West Hamlin

a public corporation organized and operating under _____
Chapter 16, Article 13, West Virginia Code
(Authorizing Statute)

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

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement
of a (water) (sewer) system to serve the area under jurisdiction at an estimated cost of \$ 1,128,700
and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 882,000 of the development cost through revenues,
charges, taxes or assessments, or funds otherwise available to Grantee resulting in a reasonable user charge.

Said sum of \$ 882,000 has been committed to and by Grantee for such project
development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 246,700 or 21.86% percent
of said development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor.
Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant
purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part,
at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with
the conditions of the grant.

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

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to
Section 306 (a) of the Consolidated Farm and Rural Development Act the purpose only of defraying a part not
to exceed 21.86% percent of the development costs, as defined by applicable Rural Utilities Service
Instructions.

GRANTEE AGREES THAT GRANTEE WILL:

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

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

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

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

[Revision 1, 04/17/1998]

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

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

The entire wastewater collection and treatment system owned by the Town of West Hamlin consisting of sewer line, de-chlorination units, aeration units, chlorination units, pump stations, treatment plant, and all related facilities located in Lincoln County, West Virginia.

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

[Revision 1, 04/17/1998]

1. Use of equipment.

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

(1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

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

- (c) A control system shall be in effect to insure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
- (d) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
- (e) Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return.

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

None

M. Provide Financial Management Systems which will include:

1. Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on an accrual basis.
2. Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
3. Effective control over and accountability for all funds, property and other assets. Grantees shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
4. Accounting records supported by source documentation.

N. Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved. Microfilm or photo copies or similar methods may be substituted in lieu of original records. The Grantor and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Grantee's government which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts and transcripts.

O. Provide information as requested by the Grantor to determine the need for and complete any necessary Environmental Impact Statements.

P. Provide an audit report prepared in accordance with Grantor regulations to allow the Grantor to determine that funds have been used in compliance with the proposal, any applicable laws and regulations and this Agreement.

Q. Agree to account for and to return to Grantor interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or instrumentality's of states shall not be held accountable for interest earned on grant funds pending their disbursement.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Mayor

and attested and its corporate seal affixed by its duly authorized

Recorder

Attest:

By: Nellie Adkins
Nellie Adkins

(Title) Recorder

By: Jonah W. Adkins
Jonah Adkins

(Title) Mayor

UNITED STATES OF AMERICA

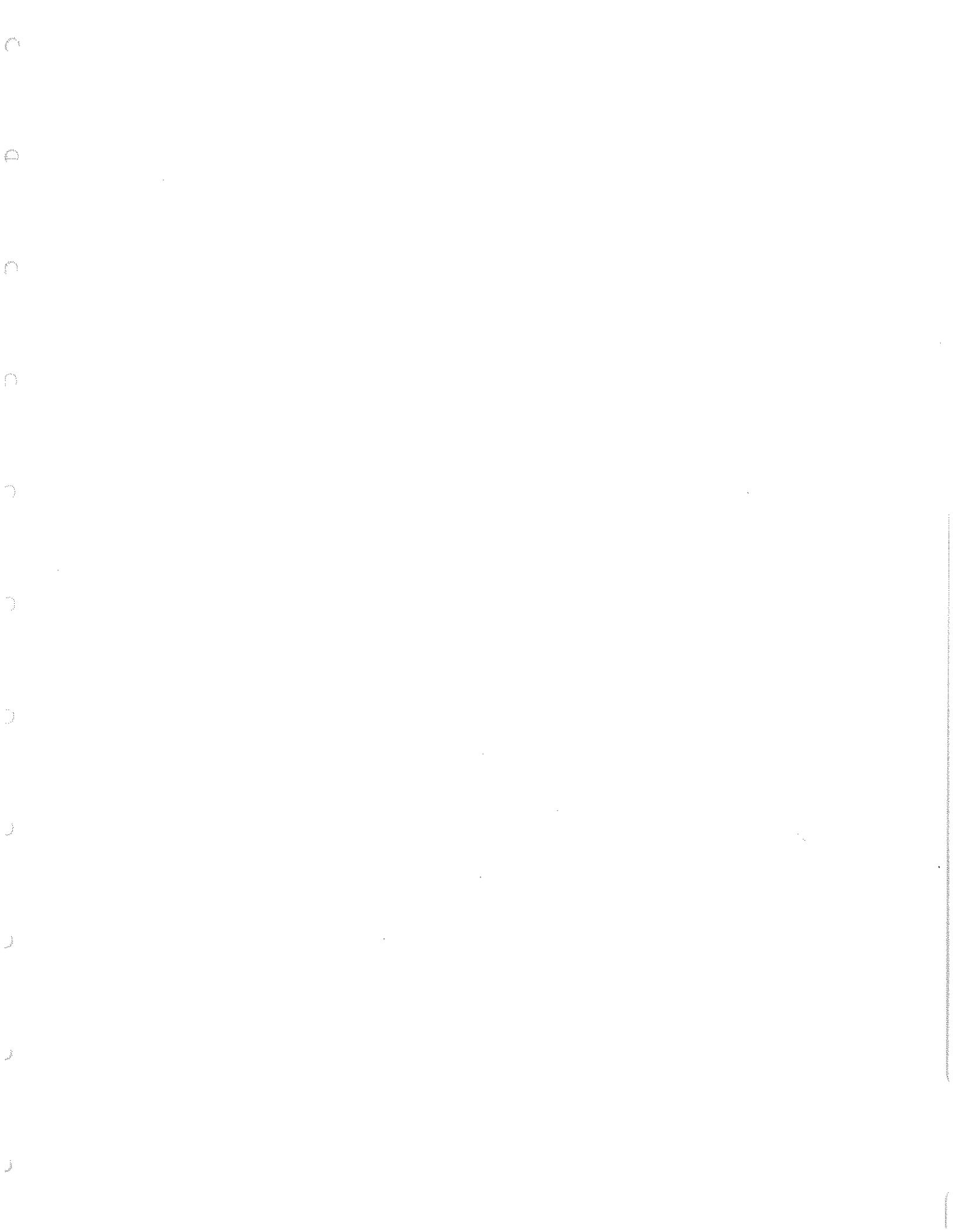
RURAL UTILITIES SERVICE

By: Virginia M. McDonald
Virginia M. McDonald

Rural Development Specialist

(Title)

4/28/07



STATE OF WEST VIRGINIA



APPALACHIAN REGIONAL COMMISSION GRANT

THIS IS TO CERTIFY THAT A GRANT OF \$400,000 HAS BEEN

RECOMMENDED FOR THE *Town of West Hamlin*

MUNICIPAL SEWER SERVICE IMPROVEMENTS PROJECT



JOE MANCHIN III
GOVERNOR

ARC Grant

Water and Waste System Grant Agreement

United States Department of Agriculture

Rural Utilities Service

COPY

THIS AGREEMENT dated June 26, 2007, between

Town of West Hamlin

a public corporation organized and operating under

Chapter 16, Article 13, West Virginia Code
(Authorizing Statute)

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

WHEREAS

Grantee has determined to undertake a project of acquisition, construction, enlargement, or capital improvement of a water system to serve the area under its jurisdiction at an estimated cost of \$ 1,128,700 and has duly authorized the undertaking of such project.

Grantee is able to finance not more than \$ 728,700 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 \$ 728,700 has been committed to and by Grantee for such project development costs.

Grantor has agreed to grant the Grantee a sum not to exceed \$ 400,000 or 80 percent of said project development costs, whichever is the lesser, subject to the terms and conditions established by the Grantor. Provided, however, that the proportionate share of any grant funds actually advanced and not needed for grant purposes shall be returned immediately to the Grantor. The Grantor may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the Conditions of the grant.

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

NOW, THEREFORE, In consideration of said grant by Grantor to Grantee, to be made pursuant to the Appalachian Regional Development Act of 1965, as amended, for the purpose only of defraying a part not to exceed 80 percent of the project development costs, as defined by applicable Rural Utilities Service instructions.

Grantee Agrees That Grantee Will:

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

- B. Permit periodic inspection of the construction by a representative of Grantor during construction.
- C. Manage, operate and maintain the system, including this project if less than the whole of said system, continuously in an efficient and economical manner.
- D. Make the services of said system available within its capacity to all persons in Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status, or physical or mental handicap (possess capacity to enter into legal contract for services) at reasonable charges, including assessments, taxes, or fees in accordance with a schedule of such charges, whether for one or more classes of service, ~~adopted by resolution, dated _____~~ as may be modified from time to time by Grantee. The initial rate schedule must be approved by Grantor. Thereafter, Grantee may make such modifications to the rate system as long as the rate schedule remains reasonable and nondiscriminatory.
- E. Adjust its operating costs and service charges from time to time to provide for adequate operation and maintenance, emergency repair reserves, obsolescence reserves, debt service and debt service reserves.
- F. Expand its system from time to time to meet reasonably anticipated growth or service requirements in the area within its jurisdiction.
- G. Provide Grantor with such periodic reports as it may require and permit periodic inspection of its operations by a representative of the Grantor.
- H. To execute any agreements required by Grantor which Grantee is legally authorized to execute. If any such agreement has been executed by Grantee as a result of a loan being made to Grantee by Grantor contemporaneously with the making of this grant, another agreement of the same type need not be executed in connection with this grant.
- I. Upon any default under its representations or agreements set forth in this instrument, Grantee, at the option and demand of Grantor, will repay to Grantor forthwith the original principal amount of the grant stated herein above with the interest at the rate of 5 percentum per annum from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Grant Agreement may be enforced by Grantor, at its option and without regard to prior waivers by it previous defaults of Grantee, by judicial proceedings to require specific performance of the terms of this Grant Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Grantor to assure compliance with the provisions of this Grant Agreement and the laws and regulations under which this grant is made.
- J. Return immediately to Grantor, as required by the regulations of Grantor, any grant funds actually advanced and not needed by Grantee for approved purposes.
- K. Use the real property including land, land improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed.
1. Title to real property shall vest in the recipient subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 2. The Grantee shall obtain approval by the Grantor agency for the use of the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Grantor.

* - as approved by the West Virginia Public Service Commission

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

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

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

[Revision 1, 04/17/1998]

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

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

The entire wastewater collection and treatment system owned by the Town of West Hamlin consisting of sewer line, de-chlorination units, aeration units, chlorination units, pump stations, treatment plant, and all related facilities located in Lincoln County, West Virginia.

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

[Revision 1, 04/17/1998]

1. Use of equipment.

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

(1) Activities sponsored by the Grantor.

(2) Activities sponsored by other Federal agencies.

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

2. Disposition of equipment. When the Grantee no longer needs the equipment as provided in paragraph (a) above, the equipment may be used for other activities in accordance with the following standards:

(a) Equipment with a current per unit fair market value of less than \$5,000. The Grantee may use the equipment for other activities without reimbursement to the Federal Government or sell the equipment and retain the proceeds.

(b) Equipment with a current per unit fair market value of \$5,000 or more. The Grantee may retain the equipment for other uses provided that compensation is made to the original Grantor agency or its successor. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original project or program to the current fair market value or proceeds from sale of the equipment. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the original Grantor agency.

The Grantor agency shall determine whether the equipment can be used to meet the agency's requirements. If no requirement exists within that agency, the availability of the equipment shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Grantor agency to determine whether a requirement for the equipment exists in other Federal agencies. The Grantor agency shall issue instructions to the Grantee no later than 120 days after the Grantee requests and the following procedures shall govern:

(1) If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Grantor agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share ten percent of the proceeds for Grantee's selling and handling expenses.

(2) If the Grantee is instructed to ship the equipment elsewhere the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant project or program to the current fair market value of the equipment, plus any reasonable shipping or interim storage costs incurred.

(3) If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Grantor agency for such costs incurred in its disposition.

3. The Grantee's property management standards for equipment shall also include:

(a) Records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the project for which the equipment was acquired; location, use and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price or the method used to determine current fair market value if the Grantee reimburses the Grantor for its share.

(b) A physical inventory of equipment shall be taken and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.

R. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Grantor or acquired wholly or in part with Grantor funds without the written consent of the Grantor except as provided in item K above.

S. To include in all contracts for construction or repair a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). The Grantee shall report all suspected or reported violations to the Grantor.

T. To include in all contracts in excess of \$100,000 a provision that the contractor agrees to comply with all the requirements of the Clean Air Act (42 U.S.C. §7414) and Section 308 of the Water Pollution Control Act (33 U.S.C. §1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:
[Revision 1, 11/20/1997]

1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.

2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.
[Revision 1, 11/20/1997]

3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

As used in these paragraphs the term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Grantee, cooperator, contractor, or subcontractor, to be utilized in the performance of a grant, agreement, contract, subgrant, or subcontract. Where a location or site of operation contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are co-located in one geographical area.

Grantor Agrees That It:

A. Will make available to Grantee for the purpose of this Agreement not to exceed \$ 400,000 which it will advance to Grantee to meet not to exceed 80 percent of the project development costs of the project in accordance with the actual needs of Grantee as determined by Grantor.

B. Will assist Grantee, within available appropriations, with such technical assistance as Grantor deems appropriate in planning the project and coordinating the plan with local official comprehensive plans for sewer and water and with any State or area plans for the area in which the project is located.

C. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Grantor may determine to be (1) advisable to further the purpose of the grant or to protect Grantor's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.

Termination of This Agreement

This Agreement may be terminated for cause in the event of default on the part of the Grantee as provided in paragraph I above or for convenience of the Grantor and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Grantor agree that the continuation of the project will not produce beneficial results commensurate with the further expenditure of funds.

In witness whereof Grantee on the date first above written has caused these presence to be executed by its duly authorized

Mayor

attested and its corporate seal affixed by its duly authorized

Recorder

Attest:

By *Alben R. Duvall*

Alben R. Duvall

(Title) Mayor

By *Joanna Cardwell*

Joanna Cardwell

(Title) Recorder

UNITED STATES OF AMERICA

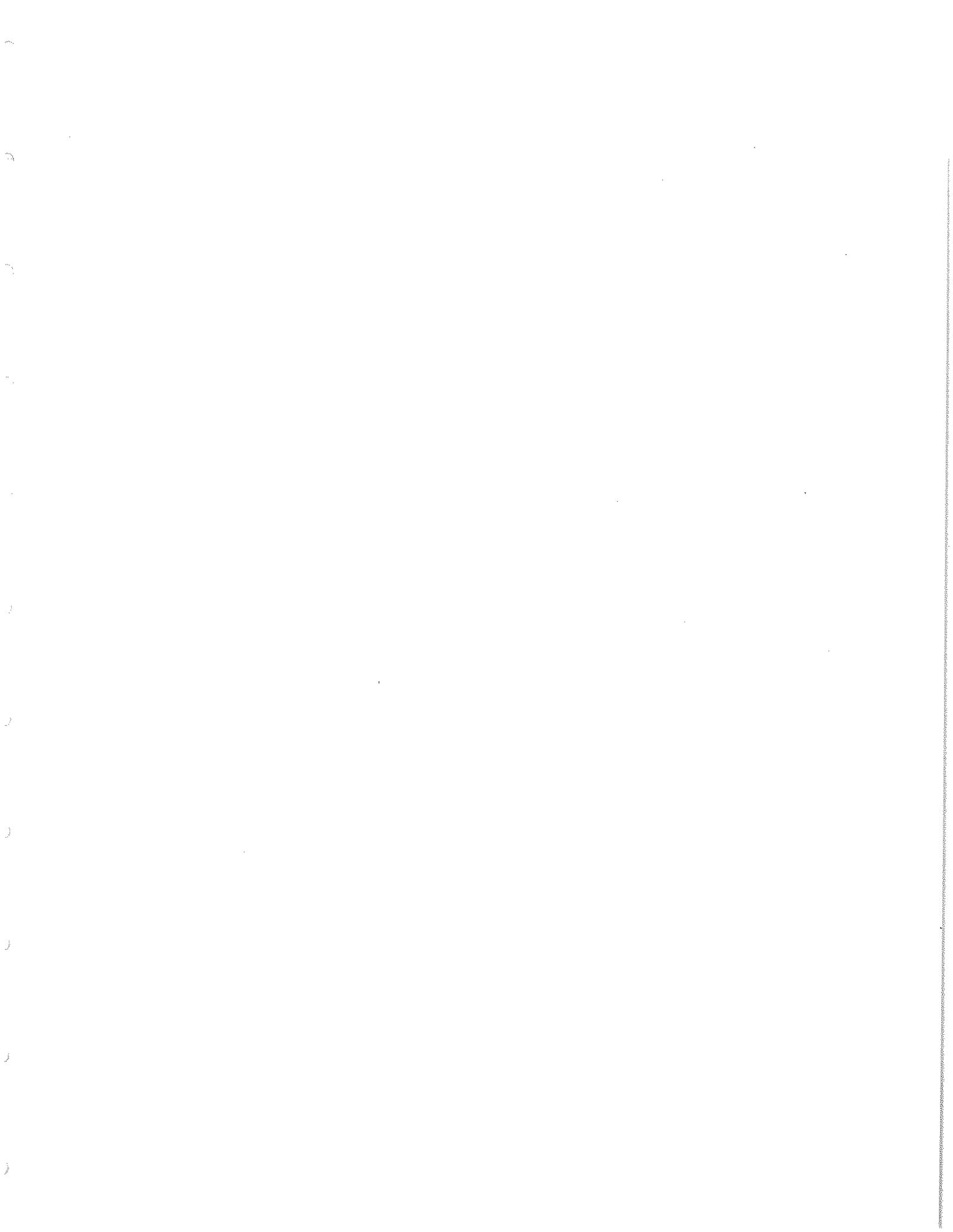
RURAL UTILITIES SERVICE

By *Virginia M. McDonald* Rural Development Specialist

Virginia M. McDonald

(Title)

6/28/07



TOWN OF WEST HAMLIN

Combined Waterworks and Sewerage System Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

RECEIPT OF DEPOSITORY BANK

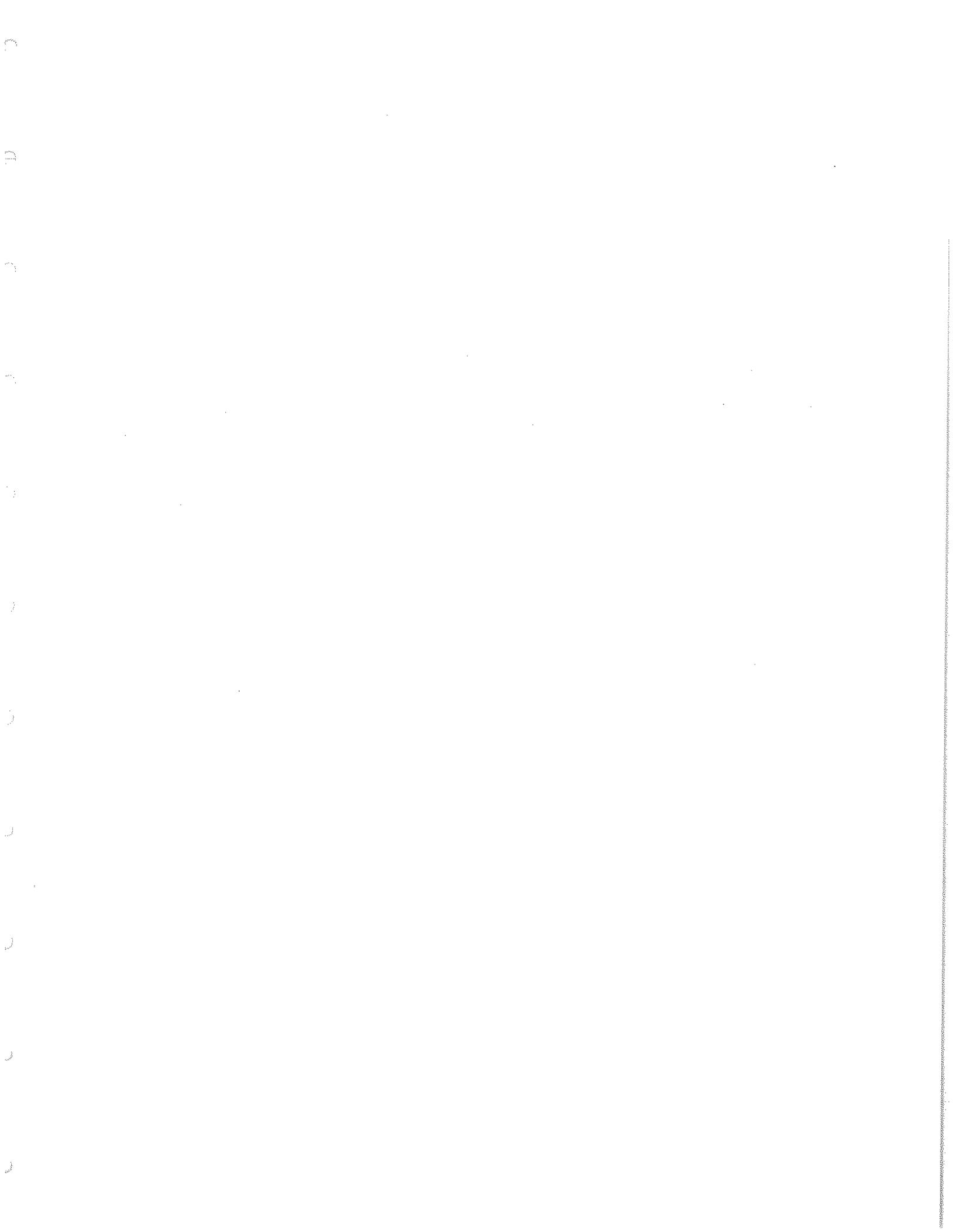
The undersigned duly authorized representative of City National Bank, West Hamlin, West Virginia (the "Bank"), hereby certifies that on June 28, 2007, the Bank received an automated transfer in the amount of \$120,800 to the credit of the Series 2007 A Bonds Construction Trust Fund, Account Number 8004422906.

WITNESS my signature on this 28th day of June, 2007.

CITY NATIONAL BANK

By: *Donna L. Cooper*
Its: Authorized Officer

06.18.07
953370.00001



TOWN OF WEST HAMLIN

Combined Waterworks and Sewerage Revenue Bonds, Series 2007 A
(United States Department of Agriculture)

RECEIPT OF PAYMENT OF STEP I LOAN

The undersigned duly authorized representative of the West Virginia Water Development Authority, the owner of the Step I Loan (the "Loan") of the Town of West Hamlin, dated June 18, 1976, issued in the original aggregate principal amount of \$5,000.00 bearing a service charge of \$50.00, hereby certifies that it has received the sum of \$5,050.00 and that such sum is sufficient to pay in full the entire outstanding principal of the Loan and the service charge thereon to the date hereof and discharge all liens, pledges and encumbrances securing the Loan.

Dated this 2nd day of July, 2007.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Barbara B Meadows

Authorized Officer

Send
Payment to:

STATE OF WEST VIRGINIA
WATER DEVELOPMENT AUTHORITY
180 ASSOCIATION DRIVE
CHARLESTON WV 25311-1571
Phone: 558-3612 Fax: 558-0298

DATE: 3/27/07

BILL TO: Town of West Hamlin
P.O. Box 221
West Hamlin, WV 25571

INVOICE FOR:

PROJECT NUMBER: C-540426-01			
<u>DATE OF LOAN(S)</u>	<u>STEP I LOAN(S)</u>	<u>STEP II LOAN(S)</u>	<u>1% SERVICE CHARGE</u>
06/18/76	\$ 5,000.00	\$	\$ 50.00

AMOUNT DUE:	LOAN(S)	\$	5,000.00
	SERVICE CHARGE		<u>50.00</u>
	TOTAL	\$	5,050.00

*As provided in Water Development Authority Regulations and Loan Agreement(s) (Section 8) between the Water Development Authority and Town of West Hamlin the loan(s) and service charge shall be payable upon completion of financing arrangements for the Step III project which consummates the Step I and Step II projects developed.

**As provided in Water Development Authority Regulations and Loan Agreement(s) (Section 8) between the Water Development Authority and the loan(s) and service charge shall be payable upon completion of financing arrangements for the Step III Project which consummates the Step I and Step II projects, or any portion thereof, developed therefor or three years after award of the Step I Loan or two years after award of the Step II Loan, whichever occurs first.

RECEIVED

JUL 1 1976

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

WATER DEVELOPMENT AUTHORITY

LOAN AGREEMENT

1. LOAN RECIPIENT (NAME AND ADDRESS):

COUNTY: Lincoln

Town of West Hamlin
West Hamlin, WV 25571

2. LOAN RECIPIENT REPRESENTATIVE (NAME, TITLE, ADDRESS AND TELEPHONE):

Honorable James A. Coffman
Mayor, Town of West Hamlin
West Hamlin, WV 25571

3. LOAN PAYEE (NAME, TITLE AND ADDRESS):

Town of West Hamlin
West Hamlin, WV 25571

4. APPROVED AMOUNT OF LOAN: \$ 5,000

5. PAYMENTS: PAYMENTS WILL BE INITIATED BY THE WATER DEVELOPMENT AUTHORITY UPON RECEIPT (VIA DIVISION OF WATER RESOURCES, DEPARTMENT OF NATURAL RESOURCES) OF A COPY OF THE US EPA APPROVAL OF GRANT PAYMENT, WGD-4020-6, IN AMOUNTS PROPORTIONATELY SIMILAR TO PAYMENTS MADE BY THE US EPA.

ALL LOANS ARE SUBJECT TO STATE APPROPRIATION AND AVAILABILITY OF FUNDS.

6. TYPE OF ACTIVITY FOR WHICH LOAN FUNDS ARE TO BE USED:

Preparation of a facilities planning study for a sewage collection system, pump station and treatment facilities to serve the State delineated 201 planning area which includes the Town of West Hamlin, West Virginia.

7. TOTAL COSTS	\$ <u>20,000</u>
ELIGIBLE COSTS	\$ <u>20,000</u>
FEDERAL (US EPA) GRANT AMOUNT (% OF ELIGIBLE COSTS <u>75</u>)	\$ <u>15,000</u>
STATE (WDA) LOAN AMOUNT (% OF ELIGIBLE COSTS <u>25</u>)	\$ <u>5,000</u>

8. LOAN OFFER AND ACCEPTANCE:

THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY HEREBY OFFERS A LOAN TO Town of West Hamlin FOR 25 PERCENT OF ALL APPROVED ELIGIBLE COSTS, SUCH LOAN NOT TO EXCEED \$ 5,000 FOR SUPPORT OF COSTS DESCRIBED IN ITS APPLICATION AND LOAN AGREEMENT.

RECIPIENT ORGANIZATION AGREES THAT THE LOAN AND SERVICE CHARGE SHALL BE PAYABLE UPON COMPLETION OF FINANCING ARRANGEMENTS FOR THE STEP III PROJECT WHICH CONSUMMATES THE STEP I AND STEP II PROJECTS DEVELOPED. IN THE EVENT THE STEP I PROJECT SCOPE CONSISTS OF MORE THAN ONE GOVERNMENTAL AGENCY, EACH GOVERNMENTAL AGENCY SHALL BE REQUIRED TO PAY ITS RESPECTIVE SHARE OF THE TOTAL PARTICIPATION CHARGE.

LOAN AND SERVICE CHARGE. THE LOAN PROVIDED TO THE RECIPIENT ORGANIZATION IS A NO-INTEREST LOAN REPRESENTING 25 PERCENT OF A TOTAL ELIGIBLE PROJECT COST. THE SERVICE CHARGE IS SET AT ONE PERCENT (1%) OF THE VALUE OF THE LOAN.

TERMINATION. THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY RESERVES THE RIGHT TO TERMINATE THIS AGREEMENT UPON GIVING THE RECIPIENT ORGANIZATION NOT LESS THAN SIXTY (60) DAYS PRIOR WRITTEN NOTICE. THE RECIPIENT ORGANIZATION MAY TERMINATE THIS AGREEMENT BY GIVING THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY SIXTY (60) DAYS PRIOR WRITTEN NOTICE. IN THE EVENT THIS AGREEMENT IS TERMINATED BY THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, OR IN THE EVENT THIS AGREEMENT IS TERMINATED BY THE RECIPIENT ORGANIZATION, THE ELIGIBLE PROJECT COSTS INCURRED PRIOR TO THE DATE OF COMPLETION OF THE WORK ON THE APPROVED PROJECT OR THE DATE OF SUCH TERMINATION, WHICHEVER IS EARLIER, SHALL BE PAID BY THE RECIPIENT ORGANIZATION OR ITS CONSTITUENTS. ANY MONEYS PAID BY EITHER PARTY PURSUANT TO THE AGREEMENT WHICH BECOMES THE OBLIGATION OF THE OTHER PARTY UNDER THE PROVISIONS OF THIS AGREEMENT SHALL BE REPAID IN NOT MORE THAN THREE (3) YEARS AFTER TERMINATION.

THIS LOAN AGREEMENT IS SUBJECT TO ALL STATUTORY PROVISIONS, ALL LOAN REGULATIONS OF THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY AND ALL PROVISIONS OF THIS AGREEMENT AND FURTHER IS SUBJECT TO THE CONDITIONS SET FORTH IN GRANT AGREEMENT NO. C-540426-01 CONSUMMATED BETWEEN THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND Town of West Hamlin OFFERED ON April 15, 1976 AND ACCEPTED ON April 26, 1976.

THE RECIPIENT ORGANIZATION AGREES THAT FUNDS AWARDED UNDER THIS AGREEMENT WILL BE USED SOLELY FOR THE PURPOSES OF THE PROJECT AS APPROVED.

9. NAME AND TITLE OF AWARD OFFICIAL: Edgar N. Henry
TITLE: Director
SIGNATURE: *Edgar N. Henry*
DATE: June 18, 1976

STATE OF WEST VIRGINIA, COUNTY OF KANAWHA.

TAKEN, SUBSCRIBED AND SWORN TO BEFORE ME THIS 18th DAY OF June, 1976.

NOTARY: *Barbara A. Butcher*

MY COMMISSION EXPIRES: January 3, 1984

10. A. NAME AND TITLE OF RECIPIENT ORGANIZATION REPRESENTATIVE: James A. Coffman, Mayor
TITLE: Town of West Hamlin
SIGNATURE: *J. A. Coffman*
DATE: June 30, 1976

STATE OF WEST VIRGINIA, COUNTY OF Lincoln.

TAKEN, SUBSCRIBED AND SWORN TO BEFORE ME THIS 30 DAY OF June, 1976.

NOTARY: *J. L. Smith*

MY COMMISSION EXPIRES: Aug 13, 1980

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL and WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WEST VIRGINIA 25301
TELEPHONE 304-558-2981

(Sewer) **PERMIT**
PROJECT: Sewer Line Replacement Project PERMIT NO.: 17,073
LOCATION: West Hamlin COUNTY: Lincoln DATE: 5-30-2006

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

**Town of West Hamlin
P. O. Box 221
West Hamlin, West Virginia 25571**

is hereby granted approval to: install approximately 9,310 LF of 8" and 2,160 LF of 6" sewer line and necessary manholes and cleanouts.

Facilities are to replace the existing sewer lines in the Town of West Hamlin. As part of this project approximately 18,600 cubic yards of sludge will be removed from the Town of West Hamlin's aerated sewage lagoon and be properly disposed.

NOTE: This permit is contingent upon maintaining a minimum ten (10) feet horizontal separation between sewer and water lines and a minimum 18" vertical separation between crossing sewer and water lines, with the water line to be above the sewer line.

The Environmental Engineering Division of the OEHS-St. Albans District Office (304-722-0611) is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

FOR THE DIRECTOR


William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:emt

pc: ✓ E. L. Robinson Engineering Co.
Katheryn Emery, P.E., DEP
James W. Ellars, P.E., PSC-Engineering Division
Amy Swann, PSC
Lincoln County Health Department
OEHS-EED St. Albans District Office



STATE OF WEST VIRGINIA
 DEPARTMENT OF ENVIRONMENTAL PROTECTION
 DIVISION OF WATER AND WASTE MANAGEMENT
 1201 GREENBRIER STREET
 CHARLESTON, WV 25311

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 WATER POLLUTION CONTROL PERMIT

NPDES PERMIT NO.: WV0020176

SUBJECT: Sewage

ISSUE DATE: March 17, 2003

EFFECTIVE DATE : April 16, 2003

EXPIRATION DATE: March 16, 2008

SUPERSEDES: Permit No. WV0020176

dated April 29, 1996

LOCATION: WEST HAMLIN

(City)

Lincoln

(County)

Lower Guyandotte River

(Drainage Basin)

See the next page for a list of Outlets.

TO WHOM IT MAY CONCERN:

This is to certify that: WEST HAMLIN TOWN OF
 PO BOX 221
 WEST HAMLIN, WV 25571

is hereby granted a West Virginia NPDES Water Pollution Control Permit to:

operate and maintain an existing 120,000 gallons per day sewage collection and treatment system consisting of approximately 3,500 linear feet of six(6) inch diameter gravity sewer line, 28,000 linear feet of eight(8) inch diameter gravity sewer line, 6,800 linear feet of 10 inch diameter gravity sewer line, 185 manholes, six(6) lift stations, 56 linear feet of two(2) inch diameter force main line, 2,130 linear feet of three(3) inch diameter force main line, 1,500 linear feet of four(4) inch diameter force main line, a 2.0 acre aerated lagoon/cell, a 1.96 acre settling cell, chlorine disinfection with two(2) 3,321 gallon chlorine contact tanks, and all necessary appurtenances.

The facility is to serve approximately 1,600 persons in the Town of West Hamlin and discharge the treated wastewater to the Guyandotte River (mile point 28.2) of the Ohio River.

This permit is subject to the following terms and conditions :

Bureau of Public Health Approval Nos. 2254 and 9193.

The information submitted on and with Permit Application No. WV0020176 dated the 2nd day of December 2002, is all hereby made terms and conditions of this Permit with like effect as if all such permit application information was 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.