

LUBECK PUBLIC SERVICE DISTRICT

March 8th, 7:00 P.M.

Roger D. Martin, Chairman
 Jerry R. Martin, Secretary
 Paul W. Smith, Treasurer

Attending: Roger Martin, Jerry Martin, Paul Smith, Jim Cox, Rocky McConnell, Phil Postlewait,
 Sue Boyd, Craig Richards, Judy Boston, Marie McComas, James White

NO. OF CUSTOMERS:	Section		Sewer	Water
	1	Lake Washington Road	317	503
	2	Lubeck	345	435
	3	Riverhill - Blenn. Heights	279	376
	4	DuPont Road	287	295
	5	Larkmead Road	100	333
	6	LMH - Homewood Road	0	294
	7	Washington Bottom	300	368
	8	New England Ridge	175	326
	9	Lubeck South	204	319
	10	Larkmead Area - Marrtown	63	339
	11	Route 68 South - Hopewell	0	229
	12	Mitchell's	56	77
	13	Westover& Wakefield II	15	16
		Total Customers	2,141	3,910

TREASURER'S REPORT:

Revenue Fund	\$68,938.56
Operations & Maintenance Fund	\$3,738.51
RUS Construction Account	\$49.88
IJDC Construction Account	\$0.00
United Bank Investment Fund	\$288,613.36

Transfer From Revenue to Operation & Maintenance Checking Account	\$106,000.00
Transfer From Revenue to O & M Checking Account-UNITED BANK	\$0.00
Transfer From Revenue to O & M Checking Account-UNITED BANK	\$0.00
Transfer From United Bank Investment to O & M Account	\$0.00
Transfer From Revenue to United Bank Investment	\$0.00
Transfer From Revenue to Operation & Maintenance Checking Account	\$0.00

The following transfers were made to cover payroll & bills since the last Board meeting:

Transfer From Revenue to Operation & Maintenance Checking	\$16,000.00
Transfer From Revenue to WesBanco Tax Account	\$6,468.40
Transfer From Revenue to Operation & Maintenance Checking	\$0.00
Transfer From Revenue to WesBanco Tax Account	\$0.00
Transfer From Revenue to Operation & Maintenance Checking	\$0.00

BUSINESS: Prayer by Paul Smith.

- A) Moved by Paul Smith, seconded by Jerry Martin that the minutes of the Board meeting of February 22, 2007 be approved. Passed unanimously.

DISCUSSION OF DISTRICT HAPPENINGS:

It was reported what has been happening in the District:

- A) Installed 0 water taps since the last Board meeting. There are 0 water taps to be installed. This gives us 4 water taps for 2007. The District has installed 0 sewer taps since the last Board meeting. There are 0 sewer taps to be installed. This gives us 0 sewer taps for 2007.
- B) Repaired 2 service line leaks and 0 main line leaks.
- C) Ran the camera and jetter in Somer Villa. Located area that needs replaced.
- D) Repaired driveways from leak repairs.
- E) Installed a regulator at the East Pump Station.
- F) Did turn offs and turn ons.
- G) Completed work orders, spotted valves & lines, set meters, etc.

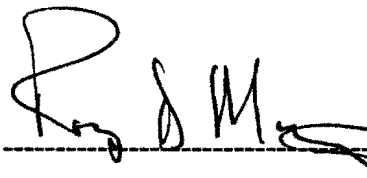
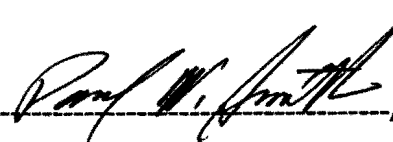
It was reported what Bill and Rod have been working on:

A) February Water Pumped to System:	25,673,800 Gallons
Homewood Booster Station:	2,740,330 Gallons
New England Booster Station:	2,018,000 Gallons
High Water Usage and Day:	1,177,200 on 02/26
Low Water Usage and Day:	752,000 on 02/03

GENERAL BUSINESS:

- A) Moved by Jerry Martin, seconded by Paul Smith that all bills be approved as reviewed by management and the Board, in addition to all fund transfers as presented. Passed unanimously.
- B) All pumps have been delivered and we are starting to see invoices for the installation of the pumps.
- C) Nothing to report on the water project.

- D) Moved by Jerry Martin, seconded by Paul Smith that the District approve the attached Resolution with the Wood County Commission pertaining to the Pleasant Home - South Fork Water Project. Passed unanimously.
- E) Granular Activated Carbon filter construction continues to be built.
- F) Battin Complaint. Jim has responded to the Public Service Commission complaint. It was moved by Paul Smith and seconded by Jerry Martin that the District move this tap to Mr. Battin's property at no cost to him. Passed unanimously.
- G) Meeting adjourned.

 APPROVED  ATTESTED

LUBECK

Public Service District

P.O. Box 700, Washington, West Virginia 26181-0700

Telephone (304) 863-3341

Facsimile (304) 863-3791

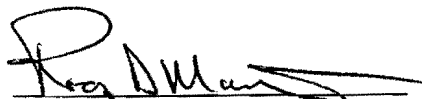
RESOLUTION

WHEREAS, the **Wood County Commission** has received a Small Cities Block Grant for the **Lubeck Public Service District's South Fork and Pleasant Home Water Extensions Project**; and

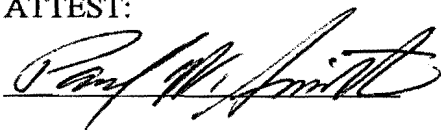
WHEREAS, the **Lubeck Public Service District** is the implementing agency for said water project; and

WHEREAS, a Memorandum of Understanding is necessary for the distribution of funds and responsibilities for the project.

NOW THEREFORE BE IT RESOLVED that the **Lubeck Public Service District**, this 8th day of March, 2007, does hereby approve entering into the Memorandum of Understanding presented this day and hereby authorizes the **Chairman** of the **Lubeck Public Service District** to sign said agreement.


Roger Martin, Chairman

ATTEST:



MEMORANDUM OF UNDERSTANDING
BETWEEN
WOOD COUNTY COMMISSION
AND
LUBECK PUBLIC SERVICE DISTRICT

This agreement, made this 8th day of March, 2007 by and between the **WOOD COUNTY COMMISSION**, herein referred to as the "COUNTY" and the **LUBECK PUBLIC SERVICE DISTRICT**, herein referred to as the "DISTRICT".

WITNESS THAT:

WHEREAS, the **COUNTY** has secured Small Cities Block Grant funding in the amount of \$210,000 to assist the **DISTRICT** with the **South Fork/Pleasant Home Water Extension Project**; and

WHEREAS, the **COUNTY** has executed a contractual agreement by and between the **COUNTY** and the **West Virginia Development Office** (on behalf of the Governor's Office of Economic and Community Development) herein referred to as the "STATE," wherein the rules and regulations governing the disbursement of these funds are set out and mutually agreed upon; and,

NOW THEREFORE BE IT RESOLVED, the parties hereto do mutually agree as follows:

1. For the purposes of this agreement the **DISTRICT** must be considered a "sub-recipient" of the **COUNTY** and, as such, must comply with the contractual requirements set out in the contract between the **COUNTY** and the **STATE**, a copy of which is attached hereto:
2. The **COUNTY**, in compliance with program guidelines established by the West Virginia Development Office shall establish the necessary files, checking accounts, and bookkeeping procedures necessary to make the SCBG funds available to the **DISTRICT**;
3. The **COUNTY**, as specified within the said program guidelines, shall designate a representative to act in their behalf in establishing said files, checking accounts, bookkeeping procedures, and other procedures deemed appropriate in order to administer the SCBG funds during the conduct of said project;

4. The **DISTRICT**, in cooperation and consultation with the **COUNTY** and its representatives, shall according to established procedures, bid, solicit, or negotiate for those services necessary to accomplish said project which may include but are not limited to the following: appraisals of rights-of way, surveying, engineering and design, inspection, construction and audit of program costs; provided, however, that SCBG funds be obligated and/or expended only for activities identified in the budget contained in the contract by and between the **COUNTY** and the **STATE**;
5. The **COUNTY** agrees that it or its designated representative will be responsible for all administrative duties in connection with program requirements governing the use and disbursement of Small Cities Block Grant funds prior to disbursement to the **DISTRICT**;
6. The **DISTRICT** agrees that it, or its designated representative, will be responsible for all administrative and record keeping duties in connection with program requirements governing the use and disbursement of SCBG funds for all such funds disbursed to the **DISTRICT**; provided, however, that the **COUNTY**, or its designated representative, and the State shall have access to all records concerning such SCBG funds;
7. This agreement shall be null and void upon the mutual consent of both parties; and said dissolution shall be by written proclamation executed by both parties;
8. This agreement shall terminate on the **30th of June 2007**; provided however, that in the event neither party gives notice of intent not to renew that agreement on or before the 30th calendar day next before the expiration of the term hereof, or any extension or renewal thereof, this agreement shall automatically be renewed until the next succeeding 30th day of June without any other action on the part of either party hereto; provided, however, that this agreement will not be renewed following termination of the agreement between the **COUNTY** and the **STATE** without mutual written consent; provided that, in addition, to the right of non-renewal by either party, this agreement may be terminated in the manner set forth in paragraph 7 hereof;
9. Legal title to or ownership of all real and personal property, including, but not limited to easements, acquired by virtue of the execution of or performance under this agreement is vested in the **DISTRICT**.

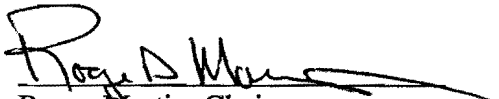
If either party terminates this agreement in whole or in part, all work completed and incomplete on this project will become the property of the **DISTRICT** and the disposition or completion of incomplete work on the project will become the responsibility of the **DISTRICT**.

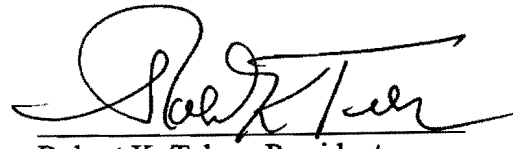
10. The **DISTRICT** shall and does hereby indemnify the **COUNTY**, and further agrees to save and hold the **COUNTY** harmless from any and all claims, demands, liabilities, judgments, damages, and any and all other forms of legal liability whatsoever, arising from or in the course of the **DISTRICT**'s performance of its rights and obligations hereunder.
11. The parties hereto agree that notice shall be served when mailed certified U.S. Mail to the following addresses:

Lubeck Public Service District
P.O. Box 700
Washington, WV 26181

Wood County Commission
No. 1 Court Square, Suite 203
Parkersburg, WV 26101

WITNESSETH that the parties hereto have entered their signatures hereafter with each representing to the other that the execution of this agreement is done with full authority and that attached hereto and made a part hereof is a certified copy of the resolution, motion or similar action of the governing body of each directing and authorizing its official representative to act in connection with this agreement.


Roger Martin, Chairman
Lubeck Public Service District


Robert K. Tebay, President
Wood County Commission