

CITY OF CAMERON

**Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)**

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CITY OF CAMERON

**SEWERAGE SYSTEM DESIGN REVENUE BONDS,
SERIES 1997 A
(WEST VIRGINIA SRF PROGRAM)**

BOND ORDINANCE

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CITY OF CAMERON

ORDINANCE AUTHORIZING THE DESIGN OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF CAMERON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$500,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1997 A (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF CAMERON:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is enacted pursuant to the provisions of Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

A. The City of Cameron is a municipal corporation and political subdivision of the State of West Virginia in Marshall County of said State.

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

of the Issuer that there be designed certain additions, betterments and improvements to the existing public sewerage system of the Issuer, consisting of a wastewater treatment facility and sewerage collection system, together with all appurtenant facilities (collectively, the "Project"), which constitute properties for the collection, transportation, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes (the existing public sewerage facilities of the Issuer, the Project and any further additions thereto or extensions thereof are herein called the "System").

C. The estimated revenues to be derived in each year will be sufficient to pay all costs of operation and maintenance of the System, the interest on and principal of the Series 1997 A Bonds and to make all payments into all funds and accounts and other payments provided for herein, all as such terms are hereinafter defined.

D. The Issuer intends to permanently finance the costs of design of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), in connection with the West Virginia Water Pollution Control Revolving Fund program (the "SRF Program"), pursuant to the Act, in order to take advantage of the favorable terms available to the Issuer under the SRF Program.

E. It is deemed necessary for the Issuer to issue its Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program) (the "Series 1997 A Bonds"), in the total aggregate principal amount of not more than \$500,000, initially to be represented by a single bond, to permanently finance the costs of design of the Project. The remaining costs of the Project shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; amounts which may be deposited in the Series 1997 A Bonds Reserve Account (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; commitment fees; fees and expenses of the Authority, including the SRF Administrative Fee (as hereinafter defined); discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 1997 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the design of the Project; and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 1997 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

F. The period of usefulness of the System is not less than 20 years.

G. There are no outstanding bonds or other obligations of the Issuer which will rank prior to or on a parity with or junior and subordinate to the Series 1997 A Bonds as to liens, pledge, source of and security for payment.

H. It is in the best interests of the Issuer that its Series 1997 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment (the "DEP"), in form satisfactory to the Issuer, the Authority and the DEP (the "Loan Agreement"), approved hereby if not previously approved by resolution of the Issuer.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the design of the Project and the operation of the System and issuance of the Series 1997 A Bonds, or will have so complied prior to issuance of any thereof.

J. The Issuer is a governmental unit which has general taxing powers to finance operations of or facilities of the nature of the Project and the System; 95% or more of the Net Proceeds of the Series 1997 A Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and the Issuer, all subordinate entities, all entities which issue obligations on behalf of the Issuer, and all entities formed or, to the extent provided under Section 148 of the Code, herein defined, availed of, to avoid the purposes of Section 148(f)(4)(D) of the Code and all other entities benefiting thereby, reasonably expect to issue less than \$5,000,000 aggregate principal amount of tax-exempt obligations (other than private activity bonds) during the calendar year in which the Series 1997 A Bonds are to be issued.

K. The Project has been approved by the West Virginia Infrastructure and Jobs Development Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of Series 1997 A Bonds by those who shall be the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Series 1997 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 1997 A Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority.

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

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

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

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

"Bonds" means, collectively, the Series 1997 A Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

"City Clerk" means the City Clerk of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 1997 A Bonds for the proceeds or at least a de minimis portion thereof representing the purchase price of the Series 1997 A Bonds from the Authority and the DEP.

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

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

"Completion Date" means the completion date of the Project, as defined in the SRF Regulations.

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

"Costs" or "Costs of the Project" means those costs described in Section 1.02E hereof to be a part of the cost of design of the Project.

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

"DEP" means the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment, or any other agency, board or department of the State that succeeds to the functions of the DEP.

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

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

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

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

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

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and

reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

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

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

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

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

"Loan Agreement" means the Loan Agreement, heretofore entered, or to be entered, into by and among the Authority, the DEP and the Issuer, providing for the purchase of the Series 1997 A Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 1997 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 1997 A Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 1997 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds or any other proceeds of the Series 1997 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 1997 A Bonds.

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

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

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

"Paying Agent" means the Commission or other entity or authority designated as such for the Series 1997 A Bonds in the Supplemental Resolution with the written consent of the Authority and the DEP.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, or in any activity carried on by a person other than a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, excluding, however, use by a state or local governmental unit and use as a member of the general public. All of the foregoing shall be determined in accordance with the Code, including, without limitation, giving due regard to "incidental use," if any, of the proceeds of the issue and/or proceeds used for "qualified improvements," if any.

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

"Project Fund" means the Project Fund established by Section 5.01 hereof.

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

(a) Government Obligations;

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

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

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

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

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

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

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

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

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

"Registrar" means the Bond Registrar.

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

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

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

"Series 1997 A Bonds" means the not more than \$500,000 in aggregate principal amount of Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program), of the Issuer.

"Series 1997 A Bonds Reserve Account" means the Series 1997 A Bonds Reserve Account established in the Series 1997 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1997 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 1997 A Bonds in the then current or any succeeding year.

"Series 1997 A Bonds Sinking Fund" means the Series 1997 A Bonds Sinking Fund established by Section 5.02 hereof.

"SRF Administrative Fee" means any administrative fee required to be paid pursuant to the Loan Agreement.

"SRF Program" means the State's Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds of the State.

"SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 1997 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 1997 A Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 1997 A Bonds or any other obligations of the Issuer, including, without limitation, the Renewal and Replacement Fund and the Series 1997 A Bonds Reserve Account.

"System" means the complete properties of the Issuer for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, as

presently existing in its entirety or any integral part thereof, and shall include the Project and any additions, improvements and extensions thereto hereafter constructed or acquired for said system from any sources whatsoever.

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

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

ARTICLE II

AUTHORIZATION OF DESIGN OF THE PROJECT

Section 2.01. Authorization of Design of the Project. There is hereby authorized and ordered the design of the Project, at an estimated cost of not to exceed \$500,000. The proceeds of the Series 1997 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer will enter into contracts for the design of the Project, compatible with the financing plan submitted to the SRF Program.

The cost of the Project is estimated to be \$500,000, which will be obtained from the proceeds of the Series 1997 A Bonds.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 1997 A Bonds, funding a reserve account for the Series 1997 A Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 1997 A Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued negotiable Series 1997 A Bonds of the Issuer, in an aggregate principal amount of not more than \$500,000. The Series 1997 A Bonds shall be issued as a single Bond, designated as "Sewerage System Design Revenue Bond, Series 1997 A (West Virginia SRF Program)," and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 1997 A Bonds remaining after funding of the Series 1997 A Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest on the Series 1997 A Bonds, if any, shall be deposited in or credited to the Project Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 1997 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 1997 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 1997 A Bonds, if any, shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 1997 A Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 1997 A Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 1997 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. **Execution of Bonds.** The Series 1997 A Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk. In case any one or more of the officers who shall have signed or sealed the Series 1997 A Bonds shall cease to be such officer of the Issuer before the Series 1997 A Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 1997 A Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of the authorization of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. **Authentication and Registration.** No Series 1997 A Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 1997 A Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. **Negotiability, Transfer and Registration.** Subject to the provisions for transfer of registration set forth below, the Series 1997 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 1997 A Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 1997 A Bonds remain outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Series 1997 A Bonds.

The registered Series 1997 A Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging Series 1997 A Bonds or transferring the registered Series 1997 A Bonds are exercised, all Series 1997 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 1997 A Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 1997 A Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Series 1997 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 1997 A Bonds or, in the case of any proposed redemption of Series 1997 A Bonds, next preceding the date of the selection of Series 1997 A Bonds to be redeemed, and ending on such interest payment date or redemption date.

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

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 1997 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No Holder or Holders of the Series 1997 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 1997 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 1997 A Bonds shall be secured forthwith by a first lien on the Net Revenues derived from the operation of the System. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 1997 A Bonds and to make all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as the same become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 1997 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 1997 A Bonds to the original purchasers upon receipt of the documents set forth below:

- A. If other than the Authority, a list of the names in which the Series 1997 A Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;
- B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 1997 A Bonds to the original purchasers;
- C. An executed and certified copy of Bond Legislation;
- D. An executed copy of the Loan Agreement; and
- E. The unqualified approving opinion of bond counsel on the Series 1997 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 1997 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[FORM OF BOND]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF CAMERON
SEWERAGE SYSTEM DESIGN REVENUE BOND, SERIES 1997 A
(WEST VIRGINIA SRF PROGRAM)

No. AR- _____

\$ _____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF CAMERON, a municipal corporation and political subdivision of the State of West Virginia in Marshall County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS (\$ _____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 199____, as set forth on the "Schedule of Annual Debt Service" attached as EXHIBIT B hereto and incorporated herein by reference, with no interest. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 199____, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Division of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and among the Issuer, the Authority and the DEP, dated _____, 199____.

This Bond is issued (i) to pay a portion of the costs of design of certain additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); (ii) [to fund a reserve account for the Bonds of this Series (the "Bonds"); and

(iii)] to pay certain costs of issuance hereof and related costs. The existing public sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, 199____, and a Supplemental Resolution duly adopted by the Issuer on _____, 199____ (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 1997 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 1997 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with or junior to the Bonds; provided however, that so long as there exists in the Series 1997 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding prior to or on a parity with or junior to the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

IN WITNESS WHEREOF, the CITY OF CAMERON has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 199____.

[SEAL]

Mayor

ATTEST:

City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1997 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 199____.

**ONE VALLEY BANK, NATIONAL
ASSOCIATION, as Registrar**

By _____
Its Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$		(7) \$	
(2) \$		(8) \$	
(3) \$		(9) \$	
(4) \$		(10) \$	
(5) \$		(11) \$	
(6) \$		(12) \$	
TOTAL		\$	<u> </u>

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

Section 3.11. **Sale of Bonds; Approval and Ratification of Execution of Loan Agreement.** The Series 1997 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "Exhibit A" and made a part hereof, and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. **"Amended Schedule A" Filing.** Within 60 days following the Completion Date, the Issuer will file with the Authority a schedule in substantially the form of the "Amended Schedule A" to the Loan Agreement, setting forth the actual costs of design of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

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

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

- (1) Series 1997 A Bonds Sinking Fund; and
- (2) Within the Series 1997 A Bonds Sinking Fund, the Series 1997 A Bonds Reserve Account.

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

- (1) The Issuer shall first, each month, pay from the Revenue Fund the Operating Expenses of the System.
- (2) The Issuer shall next, on the first day of each month, commencing 3 months prior to the first date of payment of principal of the Series 1997 A Bonds, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1997 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 1997 A Bonds on the next ensuing quarterly principal payment date;

provided that, in the event the period to elapse between the date of such initial deposit in the Series 1997 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, commencing 3 months prior to the first date of payment of principal of the Series 1997 A Bonds, if not fully funded upon issuance of the Series 1997 A Bonds, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1997 A Bonds Reserve Account, an amount equal to 1/120 of the Series 1997 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 1997 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 1997 A Bonds Reserve Requirement.

(4) The Issuer shall next, on the first day of each month, from the moneys remaining in the Revenue Fund, transfer to the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, repairs, improvements or extensions to the System; provided that, any deficiency in any Reserve Account, except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required herein, shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

Moneys in the Series 1997 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 1997 A Bonds as the same shall become due. Moneys in the Series 1997 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 1997 A Bonds, as the same shall come due, when other moneys in the Series 1997 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 1997 A Bonds Sinking Fund and the Series 1997 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall be deposited in the Revenue

Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 1997 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 1997 A Bonds Reserve Account which result in a reduction in the balance of the Series 1997 A Bonds Reserve Account to below the Series 1997 A Bonds Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

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

The Issuer shall not be required to make any further payments into the Series 1997 A Bonds Sinking Fund or into the Series 1997 A Bonds Reserve Account therein when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 1997 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Series 1997 A Bonds Sinking Fund and the Series 1997 A Bonds Reserve Account created hereunder, and all amounts required said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into the Series 1997 A Bonds Sinking Fund and the Series 1997 A Bonds Reserve Account shall be automatically deducted from the Revenue Fund and transferred to the Commission on the dates required hereunder.

Moneys in the Series 1997 A Bonds Sinking Fund and the Series 1997 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 1997 A Bonds Sinking Fund, including the Series 1997 A Bonds Reserve Account therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 1997 A Bonds and any additional Bonds ranking on a parity therewith that may be issued and Outstanding under the conditions and restrictions hereinafter set forth.

B. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinabove provided, are current and

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

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

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

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

F. The moneys in excess of the sum insured by the maximum amounts insured by FDIC in the Revenue Fund and the Renewal and Replacement Fund shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

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

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

ARTICLE VI

BOND PROCEEDS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from the sale of the Series 1997 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 1997 A Bonds, there shall first be deposited with the Commission in the Series 1997 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. Next, from the proceeds of the Series 1997 A Bonds, there shall be deposited with the Commission in the Series 1997 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding the Series 1997 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 1997 A Bonds, such moneys shall be deposited with the Depository Bank in the Project Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 hereof and until so expended, are hereby pledged as additional security for the Series 1997 A Bonds.

D. After completion of design of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 1997 A Bonds shall be used to fund the Series 1997 A Bonds Reserve Account, if not funded upon issuance of the Series 1997 A Bonds, in an amount not to exceed the Series 1997 A Bonds Reserve Requirement; provided that, in no event shall more than 10% of the proceeds of the Series 1997 A Bonds be deposited in the Series 1997 A Bonds Reserve Account.

Section 6.02. Disbursements From the Project Fund. On or before the Closing Date, the Issuer shall have delivered to the Authority and the DEP a report listing the specific purposes for which the proceeds of the Series 1997 A Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Project Fund shall be made only after submission to, and approval from, the Authority and the DEP of the following:

- (1) a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement as Exhibit C, and

(2) a certificate, signed by an Authorized Officer and the Consulting Engineers, stating:

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

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

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

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

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

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 1997 A Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 1997 A Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 1997 A Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 1997 A Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 1997 A Bonds, shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 1997 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 1997 A Bonds shall be secured forthwith by a first lien on the Net Revenues derived from the operation of the System. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on the Series 1997 A Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation, are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Rates and Charges. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the Issuer enacted on March 17, 1997.

Section 7.05. Sale of the System. So long as the Series 1997 A Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the DEP, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Bonds Outstanding or to effectively defease the pledge created by this Bond Legislation in accordance with Section 10.01 hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 1997 A Bonds, immediately be remitted to the Commission for deposit in the Series 1997 A Bonds Sinking Fund, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest on the Series 1997 A Bonds as prescribed by Section 10.01 hereof. Any balance remaining after the payment of the

Bonds and the interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

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

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

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 1997 A Bonds. All obligations issued by the Issuer after the issuance of the Series 1997 A Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 1997 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds

and accounts established by this Bond Legislation at the time of the issuance of such subordinate obligations have been made and are current.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 1997 A Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 1997 A Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 1997 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 1997 A Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of design, acquisition or construction of additions, extensions, improvements or betterments to the System or refunding the Series 1997 A Bonds issued pursuant hereto, or both such purposes.

No Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by the Independent Certified Public Accountants reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the date of issuance of such Parity Bonds, if any, shall be not less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

- (1) The Bonds then 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.

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

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

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with this section. All the Series 1997 A Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Net Revenues of the System, and their source of and security for payment from the Net Revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior lien of the Series 1997 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 1997 A Bonds.

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

Section 7.08. Books; Records and Facilities. The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of designing the Project. The Issuer shall permit the Authority and the DEP, or their agents and

representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the DEP such documents and information as they may reasonably require in connection with the design of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

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

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

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

The Issuer shall file with the Consulting Engineers, the Authority and the DEP, or any other original purchaser of the Series 1997 A Bonds, and shall mail in each year to any Holder or Holders of the Series 1997 A Bonds requesting the same, an annual report containing the following:

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

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

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants in compliance with

OMB Circular 128 and the Single Audit Act and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 1997 A Bonds and shall submit said report to the Authority and the DEP, or any other original purchaser of the Series 1997 A Bonds. Such audit report submitted to the Authority and the DEP shall include a statement that the Issuer is in compliance with the terms and provisions of the Loan Agreement, the Act and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

The Issuer shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in Exhibit E of the Loan Agreement or as promulgated from time to time.

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

Section 7.09. Rates. Equitable rates or charges for the use of and service rendered by the System have been established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the Recorder, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from said System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created (or, where appropriate, continued) hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 1997 A Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with or junior to the Series 1997 A Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 1997 A Bonds Reserve Account and any reserve accounts for obligations prior to or on a parity with or junior to the Series 1997 A Bonds are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 1997 A Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with or junior to the Series 1997 A Bonds. In any event, subject to any requirements of law, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04 hereof.

Section 7.10. Operating Budget; Audit and Monthly Financial Report.

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

In addition, the Issuer shall annually cause the records of the System to be audited by an Independent Certified Public Accountant in compliance with OMB Circular 128 and the Single Audit Act, the report of which audit shall be submitted to the Authority and the DEP and which audit report shall include a statement that the Issuer is in compliance with the terms and provisions of this Bond Legislation, the Act and the Loan Agreement and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Section 7.11. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 7.12. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

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

Section 7.13. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.14. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Series 1997 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

- (1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of

all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for said Renewal and Replacement Fund.

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

(3) WORKER'S COMPENSATION COVERAGE for all employees of or for the System eligible therefor.

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

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

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

Section 7.15. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.16. Permits. The Issuer will cause the Project to be designed as promptly as possible and operate and maintain the System as a revenue-producing utility in good condition and in compliance with all federal and state requirements and standards. The Issuer will obtain all permits required by state and federal laws for the operation of the System.

Section 7.17. Compliance with Loan Agreement and Law. The Issuer agrees to comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the DEP with copies of all documents submitted to the Authority.

The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the Authority, the DEP or other state, federal or local bodies in regard to the design of the Project and the operation, maintenance and use of the System.

Section 7.18. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. **PRIVATE BUSINESS USE LIMITATION.** The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 1997 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 1997 A Bonds during the term thereof is, under the terms of the Series 1997 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 1997 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 1997 A Bonds during the term thereof is, under the terms of the Series 1997 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 1997 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 1997 A Bonds are for the purpose of financing more than one project,

a portion of the Project, and shall not exceed the proceeds used for the governmental use of that portion of the Project to which such Private Business Use is related. All of the foregoing shall be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of 5% of the Net Proceeds of the Series 1997 A Bonds or \$5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 1997 A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 1997 A Bonds and the interest thereon, including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 1997 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

Section 7.19. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

ARTICLE VIII

INVESTMENT OF FUNDS; NON ARBITRAGE

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest, if any, on the Series 1997 A Bonds from gross income for federal income tax purposes.

Section 8.02. Arbitrage and Tax Exemption. The Issuer covenants that (i) it shall not take, or permit or suffer to be taken, any action with respect to the gross or other proceeds of the Series 1997 A Bonds which would cause the Series 1997 A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and (ii) it will take any and all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Series 1997 A Bonds) so that the interest, if any, on the Series 1997 A Bonds will be and remain excludable from gross income

for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 8.03. Small Issuer Exemption from Rebate of Excess Investment Earnings to the United States. In accordance with Section 148(f)(4)(D) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that no part of the Series 1997 A Bonds are private activity bonds; that 95% or more of the Net Proceeds of the Series 1997 A Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and that the aggregate face amount of all the tax-exempt obligations (other than private activity bonds) issued by the Issuer during the calendar year in which the Series 1997 A Bonds are issued does not and will not exceed \$5,000,000, determined in accordance with Section 148(f)(4)(D) of the Code and the Regulations from time to time in effect and applicable to the Series 1997 A Bonds. For purposes of this first paragraph of Section 8.03 and for purposes of applying Section 148(f)(4)(D) of the Code, the Issuer and all entities which issue obligations on behalf of the Issuer shall be treated as one issuer; all obligations issued by a governmental unit to make loans to other governmental units with general taxing powers not subordinate to such unit shall, for purposes of applying this first paragraph of Section 8.03 and Section 148(f)(4)(D) of the Code, be treated as not issued by such unit; all obligations issued by a subordinate entity shall, for purposes of applying this first paragraph of Section 8.03 and Section 148(f)(4)(D) of the Code to each other entity to which such entity is subordinate, be treated as issued by such other entity; and an entity formed (or, to the extent provided by the Secretary, as set forth in the Code, availed of) to avoid the purposes of such Section 148(f)(4)(D) of the Code and all other entities benefiting thereby shall be treated as one issuer.

Notwithstanding the foregoing, if in fact the Issuer is subject to the rebate requirements of Section 148(f) of the Code, and not exempted from such requirements, the Issuer covenants to make, or cause to be made, all rebate calculations, computations and payments in the time, manner and as required in Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 1997 A Bonds and otherwise covenants and agrees to comply with the provisions of such Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 1997 A Bonds. In the event of a failure to pay the correct rebate amount, the Issuer will pay from any lawful sources available therefor, to the United States such amount, plus a penalty equal to 50% of the rebate amount not paid when required to be paid, plus interest on that amount, unless waived. In order to provide for the administration of this paragraph, the Issuer may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Issuer may deem appropriate.

The Issuer shall furnish to the Authority, annually, and at such time as it is required to perform its rebate calculations under the Code, a certificate with respect to its rebate calculations and, at any time, any additional information relating thereto as may be

requested by the Authority. In addition, the Issuer shall cooperate with the Authority in preparing any required rebate calculations and in all other respects in connection with rebates and hereby consents to the performance of all matters in connection with such rebates by the Authority at the expense of the Issuer.

The Issuer shall submit to the Authority within 15 days following the end of each Bond Year a certified copy of its rebate calculation or, if the Issuer qualifies for the small governmental issue exception to rebate, the Issuer shall submit a certificate stating that it is exempt from the rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Series 1997 A Bonds subject to rebate. The Issuer shall also furnish to the Authority, at any time, such additional information relating to rebate as may be reasonably requested by the Authority, including information with respect to earnings on all funds constituting "gross proceeds" of the Bonds (as such term "gross proceeds" is defined in the Code).

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 1997 A Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest on the Series 1997 A Bonds; or
- (2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 1997 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 1997 A Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or
- (3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

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

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the design of the Project and the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to the Series 1997 A Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the design of

the Project on behalf of the Issuer, with the power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

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

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

ARTICLE X

DEFEASANCE

Section 10.01. Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Series 1997 A Bonds, the principal of and interest due or to become due thereon, if any, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1997 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 1997 A Bonds from gross income for federal income tax purposes.

The Series 1997 A Bonds, for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due either at maturity or at the next redemption date, the principal installments of and interest on such Series 1997 A Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 1997 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or its agent, either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay, when due, the principal installments of and interest due and to become due on said Series 1997 A Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of and interest on said Series 1997 A Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of and interest to become due on said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 1997 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 1997 A Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 1997 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 1997 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or the rate of interest, if any, thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein respectively pledged therefor without the consent of the respective Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 1997 A Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the exclusion of interest, if any, on the Series 1997 A Bonds from gross income of the holders thereof.

Section 11.02. Bond Legislation Constitutes Contract. The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 1997 A Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 1997 A Bonds.

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

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

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

Section 11.07. Effective Date. This Ordinance shall take effect immediately following public hearing hereon.

Section 11.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the Moundsville Daily Echo, a newspaper of general circulation in the City of Cameron, 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 Series 1997 A Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Passed on First Reading: - July 7, 1997
Passed on Second Reading: - July 21, 1997
Passed on Final Reading
Following Public
Hearing: - August 4, 1997



Mayor

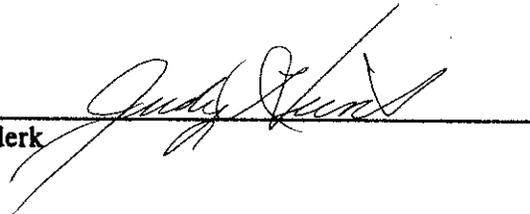
CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the CITY OF CAMERON on the 4th day of August, 1997.

Dated: November 13, 1997.

[SEAL]

City Clerk

A handwritten signature in cursive script, appearing to read "Judy Skunk", is written over a horizontal line. The signature is positioned to the right of the printed text "City Clerk".

10/16/97
123610/97001

EXHIBIT A

Loan Agreement included in bond transcript as Document No. 3

CITY OF CAMERON

**Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)**

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1997 A (WEST VIRGINIA SRF PROGRAM), OF THE CITY OF CAMERON; RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the council (the "Governing Body") of the City of Cameron (the "Issuer"), has duly and officially adopted and enacted a bond ordinance, effective August 4, 1997 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE DESIGN OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF CAMERON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$500,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1997 A (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE

AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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 Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program), of the Issuer (the "Bonds" or "Series 1997 A Bonds"), in the aggregate principal amount not to exceed \$500,000, and has authorized the execution and delivery of a loan agreement relating to the Bonds dated September 9, 1997 (the "Loan Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP"), all in accordance with Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amount, date, maturity date, interest rate, interest and principal payment dates, sale price and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CAMERON:

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 Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of \$450,000. The Bonds shall be dated the date of delivery thereof, shall finally mature March 1, 2018, and shall bear no interest. The principal of the Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 1998, and ending March 1, 2018, and in the amounts as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds. The Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Bonds.

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

Section 3. The Issuer does hereby approve and shall pay the administrative fee equal to 1% of the principal amount of the Bonds set forth in the "Schedule Y" attached to the Loan Agreement.

Section 4. The Issuer does hereby ratify, approve and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the DEP and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

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

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

Section 7. The Issuer does hereby appoint and designate One Valley Bank, Cameron, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 8. Series 1997 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 1997 A Bonds Sinking Fund, as capitalized interest.

Section 9. Series 1997 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 1997 A Bonds Reserve Account.

Section 10. The balance of the proceeds of the Bonds shall be deposited in or credited to the Project Fund as received from time to time for payment of costs of the design of the Project, including costs of issuance of the Bonds and related costs.

Section 11. The Mayor and the City Clerk 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 November 13, 1997, to the Authority pursuant to the Loan Agreement.

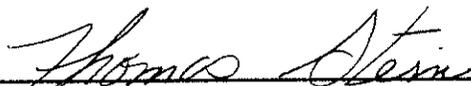
Section 12. The design of the Project and the financing thereof in part with proceeds of the Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 13. The Issuer hereby determines to invest all moneys in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such moneys to be invested in such repurchase agreements or time accounts until further directed in writing by the Issuer. Moneys in the Series 1997 A Bonds Sinking Fund, including the Series 1997 A Bonds Reserve Account therein, shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

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

Adopted this 3rd day of November, 1997.

CITY OF CAMERON



Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Cameron on the 3rd day of November, 1997.

Dated: November 13, 1997.

[SEAL]

City Clerk

A handwritten signature in cursive script, appearing to read "Judy A. Head", is written over a horizontal line. The signature is positioned to the right of the printed text "City Clerk".

10/13/97
123610/97001

LOAN AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND LOAN AGREEMENT (the "Loan Agreement"), made and entered into in several counterparts, by and among the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), the WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION, a division of the West Virginia Department of Commerce, Labor and Environmental Resources (the "DEP"), and the local government designated below (the "Local Government").

CITY OF CAMERON
(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Title VI of the federal Clean Water Act, as amended (the "Clean Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining state water pollution control revolving funds for the construction, acquisition and improvement of wastewater treatment facilities;

WHEREAS, pursuant to the provisions of Chapter 20, Article 5I, of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a state water pollution control revolving fund program (the "Program") to direct the distribution of loans to particular local governments pursuant to the Clean Water Act;

WHEREAS, under the Act the DEP is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection Agency ("EPA") to accept capitalization grant awards and DEP has been awarded capitalization grants to partially fund the Program;

WHEREAS, under the Act and under the direction of DEP, the Authority has established a permanent perpetual fund known as the "West Virginia Water Pollution Control Revolving Fund" (hereinafter the "Fund");

WHEREAS, pursuant to the Act, the Authority and DEP are empowered to make loans from the Fund to local governments for the acquisition or construction of wastewater treatment projects by

such local governments, all subject to such provisions and limitations as are contained in the Clean Water Act and the Act;

WHEREAS, the Local Government constitutes a local government as defined by the Act;

WHEREAS, the Local Government is included on the DEP State Project Priority List and the Intended Use Plan and has met DEP's pre-application requirements for the Program;

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to construct, operate and improve a wastewater treatment project and to finance the cost of constructing or acquiring the same by borrowing money to be evidenced by revenue bonds issued by the Local Government;

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

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

WHEREAS, having reviewed the Application and the Fund having available sufficient funds therefor, the Authority and DEP are willing to lend the Local Government the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Local Government with moneys held in the Fund, subject to the Local Government's satisfaction of certain legal and other requirements of the Program.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Local Government, DEP and the Authority hereby agree as follows:

ARTICLE I

Definitions

1.1 Except where the context clearly indicates otherwise, the terms "Authority," "cost," "fund," "local government," and "project" have the definitions and meanings ascribed to them in the Act or in the SRF Regulations.

1.2 "Consulting Engineers" means the professional engineer, licensed by the State, designated in the Application and any successor thereto.

1.3 "Loan" means the loan to be made by the Authority and DEP to the Local Government through the purchase of Local Bonds, as hereinafter defined, pursuant to this Loan Agreement.

1.4 "Local Act" means the official action of the Local Government required by Section 4.1 hereof, authorizing the Local Bonds.

1.5 "Local Bonds" means the revenue bonds to be issued by the Local Government pursuant to the provisions of the Local Statute, as hereinafter defined, to evidence the Loan and to be purchased by the Authority with money held in the Fund, all in accordance with the provisions of this Loan Agreement.

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

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

1.8 "Program" means the wastewater treatment facility acquisition, construction and improvement program coordinated through the capitalization grants program established under the Clean Water Act and administered by DEP.

1.9 "Project" means the wastewater treatment facility project hereinabove referred to, to be constructed or being constructed by the Local Government in whole or in part with the net proceeds of the Local Bonds or being or having been constructed by the Local Government in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Local Bonds.

1.10 "SRF Regulations" means the regulations set forth in Title 47, Series 31 of the West Virginia Code of State Regulations.

1.11 "System" means the wastewater treatment facility owned by the Local Government, of which the Project constitutes all or to which the Project constitutes an improvement, and any improvements thereto hereafter constructed or acquired from any sources whatsoever.

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

ARTICLE II

The Project and the System

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

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

2.3 All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Local Government, subject to any mortgage lien or other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property is approved by DEP and the Authority.

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

2.5 The Local Government shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Local Government shall permit the Authority and DEP, acting by and through their Directors or duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Local Government shall submit to the Authority and DEP such documents and information as it may reasonably require in connection with the construction, acquisition and installation of

the Project, the operation and maintenance of the System and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

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

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

2.8 The Local Government shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority and DEP. Until the Project facilities are completed and accepted by the Local Government, the Local Government or (at the option of the Local Government) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Local Government, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Local Government on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds are outstanding. Prior to commencing operation of the Project, the Local Government must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

2.9 The Local Government shall provide and maintain competent and adequate resident engineering services satisfactory to the Authority and DEP covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such resident engineer shall certify to the Authority, DEP and the

Local Government at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies. The Local Government shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Local Government shall notify DEP in writing of such receipt. The Local Government shall submit a Performance Certificate, the form of which is attached hereto as Exhibit A, and being incorporated herein by reference, to DEP within 60 days of the end of the first year after the Project is completed.

2.10 The Local Government shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to DEP when the Project is 90% completed. The Local Government agrees that it will at all times provide operation and maintenance of the System to comply with any and all State and federal standards. The Local Government agrees that qualified operating personnel properly certified by the State will be employed before the Project is 25% complete and agrees that it will retain such a certified operator(s) to operate the System during the entire term of this Loan Agreement. The Local Government shall notify DEP in writing of the certified operator employed at the 25% completion stage.

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

2.12 The Local Government, commencing on the date contracts are executed for the construction of the Project and for two years following the completion of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit B and incorporated herein by reference, and forward a copy by the 10th of each month to the Authority.

2.13 The Local Government, during construction of the Project, shall complete Payment Requisition Forms, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward a copy of each Form to DEP in compliance with the Local Government's construction schedule.

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

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

(a) The Local Government shall have delivered to the Authority a report listing the specific purposes for which the proceeds of the Loan will be expended and the procedures as to the disbursement of loan proceeds, including an estimated monthly draw schedule;

(b) The Local Government shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this Loan Agreement;

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

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

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

(f) The Local Government shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") necessary for the construction of the Project and operation of the System, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local

Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

(g) The Local Government shall have obtained any and all approvals for the issuance of the Local Bonds required by State law, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

(h) The Local Government shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project) with all requisite appeal periods having expired, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

(i) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsection 4.1(b)(ii) hereof, and the Authority and DEP shall have received a certificate of the accountants for the Local Government, or such other person or firm experienced in the finances of local governments and satisfactory to the Authority and DEP, to such effect; and

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

3.2 Subject to the terms and provisions of this Loan Agreement, the rules and regulations promulgated by the Authority and DEP, including the SRF Regulations, or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government, it is hereby agreed that the Authority shall make the Loan to the Local Government and the Local Government shall accept the Loan from the

Authority, and in furtherance thereof it is agreed that the Local Government shall sell to the Authority and the Authority shall make the Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

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

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

3.5 The Local Government understands and acknowledges that it is one of several local governments which have applied to the Authority and DEP for loans to finance wastewater treatment projects and that the obligation of the Authority to make any such loan is subject to the Local Government's fulfilling all of the terms and conditions of this Loan Agreement on or prior to the Date of Loan Closing and to the requirements of the Program. The Local Government specifically recognizes that the Authority will not purchase the Local Bonds unless and until sufficient funds are available in the Fund to purchase all the Local Bonds and that, prior to such purchase, the Authority may purchase the bonds of other local governments set out in the State Project Priority List, as defined in the SRF Regulations. The Local Government further specifically recognizes that all loans will be originated in conjunction with the SRF Regulations and with the approval of DEP.

3.6 The Local Government shall provide DEP with the appropriate documentation to comply with the special conditions established by federal and state regulations as set forth in Exhibit E hereto at such times as are set forth in Exhibit E.

ARTICLE IV

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

4.1 The Local Government shall, as one of the conditions of the Authority and DEP to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Local Government in accordance with the Local Statute, which shall, as enacted, contain provisions and covenants in substantially the form as follows:

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

(i) to pay Operating Expenses of the System;

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

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

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

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

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by the net revenues from the System;

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

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

(iv) That, except as otherwise required by State law or the Regulations, the System may be sold, mortgaged, leased or otherwise disposed of as a whole or substantially as a whole provided that the net proceeds to be realized from such sale, mortgage, lease or other disposition shall be sufficient to fully pay all of the local bonds outstanding and further provided that portions of the System when no longer required for the ongoing operation of such System as evidenced by certificates from the Consulting Engineer, may be disposed of with such restrictions as are normally contained in such covenants;

(v) That the Local Government shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected revenues from rate increases and the improvements to be financed by such parity bonds, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on all Local Bonds and parity bonds theretofore and then being issued and on any obligations secured by

a lien on or payable from the revenues of the System prior to the Local Bonds and with the written consent of the Authority and DEP; provided, however, that additional parity bonds may be issued to complete the Project, as described in the Application as of the date hereof, without regard to the foregoing;

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

(vii) That the Local Government will not render any free services of the System;

(viii) That any Local Bond owner may, by proper legal action, compel the performance of the duties of the Local Government under the Local Act, including the making and collection of sufficient rates or charges for services rendered by the System, and shall also have, in the event of a default in payment of principal or interest on the Local Bonds, the right to obtain the appointment of a receiver to administer the System or construction of the Project, or both, as provided by law and all rights as set forth in Section 5 of the Act;

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

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

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

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

(xiii) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC,

prospective users of the System shall be required to connect thereto;

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

(xv) That, as long as the Authority is the owner of any of the Local Bonds, the Local Government may authorize redemption of the Local Bonds with 30 days written notice to the Authority;

(xvi) That the Local Government shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the West Virginia Municipal Bond Commission (the "Commission") its required interest, principal and reserve fund payment. The Local Government shall complete the Monthly Payment Form, attached hereto as Exhibit F and incorporated herein by reference, and submit a copy of said form along with a copy of the check to the Authority by the 5th day of such calendar month;

(xvii) That the Commission shall serve as paying agent for all Local Bonds;

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

(xix) That the Local Government shall have obtained the certificate of the Consulting Engineers to the effect that the Project has been or will be constructed in accordance with the approved plans, specifications and design as submitted to the Authority, the Project is adequate for the purposes for which it was designed and the funding plan as submitted to the Authority is

sufficient to pay the costs of acquisition and construction of the Project; and

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

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

4.2 The Loan shall be secured by the pledge and assignment by the Local Government, as effected by the Local Act, of the fees, charges and other revenues of the Local Government from the System.

4.3 At least five percent (5%) of the proceeds of the Local Bonds will be advanced on the Date of Loan Closing. The remaining proceeds of the Local Bonds shall be advanced by the Authority monthly as required by the Local Government to pay Costs of the Project, provided, however, if the proceeds of the Local Bonds will be used to repay an interim financing, the proceeds will be advanced on a schedule mutually agreeable to the Local Government, the DEP and the Authority. The Local Bonds shall not bear interest during the construction period but interest shall commence accruing on the completion date as defined in the SRF Regulations, provided that the annual repayment of principal and payment of interest shall begin not later than one (1) year after the completion date. The repayment of principal and interest on the Local Bonds shall be as set forth on Schedule Y hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

4.4 The Local Bonds shall be delivered to the Authority in fully registered form, transferable and exchangeable as provided in the Local Act at the expense of the Local Government. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series.

4.5 As provided by the SRF Regulations, the Local Government agrees to pay from time to time, if required by the Authority and DEP, the Local Government's allocable share of the reasonable administrative expenses of the Authority relating to the Program. Such administrative expenses shall be determined by the Authority and shall include without limitation Program expenses, legal fees paid by the Authority and fees paid to the trustee and paying agents for any bonds or notes to be issued by the Authority for contribution to the Fund and the fees and expenses of any corporate trustee for the Fund.

4.6 The obligation of the Authority to make any loans shall be conditioned upon the availability of moneys in the Fund in such amount and on such terms and conditions as, in the sole judgment of the Authority, will enable it to make the Loan.

ARTICLE V

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

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

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

5.3 In the event the Local Government defaults in any payment due to the Authority pursuant to Section 4.2 hereof, the amount of such default shall bear interest at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

5.4 The Local Government hereby irrevocably covenants and agrees with the Authority that, in the event of any default

hereunder by the Local Government, the Authority may exercise any or all of the rights and powers granted under Section 5 of the Act, including without limitation the right to impose, enforce and collect directly charges upon users of the System.

ARTICLE VI

Other Agreements of the Local Government

6.1 The Local Government hereby acknowledges to the Authority and DEP its understanding of the provisions of the Act, vesting in the Authority and DEP certain powers, rights and privileges with respect to wastewater treatment projects in the event of default by local governments in the terms and covenants of loan agreements, and the Local Government hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Local Government shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Loan Agreement.

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

6.3 The Local Government hereby agrees to repay on or prior to the Date of Loan Closing any moneys due and owing by it to the Authority or any other lender for the planning or design of the Project, provided that such repayment shall not be made from the proceeds of the Loan.

6.4 The Local Government hereby covenants that it will rebate any amounts required by Section 148 of the Internal Revenue Code of 1986, as amended, and will take all steps necessary to make any such rebates. In the event the Local Government fails to make any such rebates as required, then the Local Government shall pay any and all penalties, obtain a waiver from the Internal Revenue

Service and take any other actions necessary or desirable to preserve the exclusion from gross income for federal income tax purposes of interest on the Local Bonds.

6.5 Notwithstanding Section 6.4, the Authority and DEP may at any time, in their sole discretion, cause the rebate calculations prepared by or on behalf of the Local Government to be monitored or cause the rebate calculations for the Local Government to be prepared, in either case at the expense of the Local Government.

6.6 The Local Government hereby agrees to give the Authority and DEP prior written notice of the issuance by it of any other obligations to be used for the Project, payable from the revenues of the System or from any grants for the Project or otherwise related to the Project or the System.

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

ARTICLE VII

Miscellaneous

7.1 Schedule Y shall be attached to this Loan Agreement by the Authority as soon as practicable after the Date of Loan Closing is established and shall be approved by an official action of the Local Government supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

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

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

7.4 No waiver by any party of any term or condition of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of

the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Loan Agreement.

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

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

7.7 This Loan Agreement shall terminate upon the earlier of:

(i) written notice of termination to the Local Government from either the Authority or DEP;

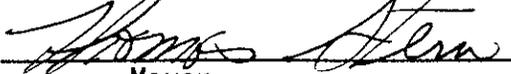
(ii) termination by the Authority and DEP pursuant to Section 6.2 hereof; or

(iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Local Government to the Authority or DEP; provided that the amount of the Loan made under this Loan Agreement in any succeeding fiscal year is contingent upon funds being appropriated by the legislature or otherwise being available to make the Loan. In the event funds are not appropriated or otherwise available to make all of the Loan, the responsibility of the Authority and DEP to make all the Loan is terminated; provided further that the obligation of the Local Government to repay the amount of the Loan made by the Authority and DEP as set forth in (iii) above is not terminated due to such non-funding on any balance on the Loan. The DEP agrees to use its best efforts to have the amount contemplated under this Loan Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default under the Loan Agreement.

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

City of Cameron
[Proper Name of Local Government]

(SEAL)

By: 
Its: Mayor

Attest:

Date: 9-12-97

Its Recorder

[Handwritten signature]

WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION

By: *[Handwritten signature]*
Its: Chief, Office of Water Resources

Date: 9/24/97

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: *[Handwritten signature]*
Its: Director

Attest:

Date: September 9, 1997

[Handwritten signature]
Secretary-Treasurer

APPROVED AS TO FORM PRIOR TO ACKNOWLEDGEMENT THEREOF, THIS 25th day of August, 1992.

Attorney General
BY: *[Handwritten signature]*
DEPUTY ATTORNEY GENERAL

EXHIBIT A

Certificate of Performance
for
Publicly Owned Treatment Works

I. As required by the Clean Water Act under Title VI, Section 602(b)(6), and the Loan Agreement, the Local Government does hereby certify that it has :

- a. Provided to the WV DEP written notification of the actual date of initiation of operation. This date of initiation was on the _____ day of _____, 19____.
- b. Utilized the services of _____,
our prime engineer who either:
 - _____ Supervised our project construction; and/or
 - _____ Provided architectural and engineering services during construction.

For a period of twelve (12) months following the initiation of operations, the prime engineer provided the following services:

- 1) Directed project operation and maintenance; and
- 2) Trained operating personnel and prepared the required curricula and training materials, and revised the operation and maintenance manual(s); and
- 3) Advised the Local Government on the status of the project meeting performance standards.

II. The Local Government, having access to and control of all the necessary data, and having monitored the construction of this project, hereby certifies that the project built under this Loan Agreement meets:

- a. The specifications for which the project was planned, designed, and built.
- b. The effluent limitations contained in its NPDES permit, if applicable.

Local Government Name

Local Government Representative's Name and Title

Date

EXHIBIT B

[Form of Monthly Financial Report]

[Name of Local Government]

[Name of Bond Issue]

Fiscal Year - _____

Report Month: _____

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

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

[Name of Local Government]

By: _____
Authorized Officer

EXHIBIT C

PAYMENT REQUISITION FORM

(TO BE PROVIDED BY DEP FOR EACH PROJECT)

EXHIBIT D

FORM OF CERTIFICATE OF CONSULTING ENGINEER

(Issuer)

(Name of Bonds)

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

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

2. The undersigned hereby certifies that (i) the Project will be constructed in accordance with the approved plans, specifications and designs prepared by my firm and as described in the application submitted to the Authority requesting the Authority to purchase the Bonds (the "Application") and approved by all necessary governmental bodies, (ii) the Project is adequate for the purpose for which it was designed and has an estimated useful life of at least twenty years, (iii) the Issuer has received bids for the construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application and my firm has ascertained that all contractors have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified by my firm for accuracy, (iv) the Issuer has obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project, (v) the rates and charges for the System as adopted by the _____ of the Issuer are sufficient to comply with the provisions

of Subsection 4.1(b) of the Loan Agreement, (vi) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, are sufficient to pay the costs of construction and acquisition of the Project as set forth in the Application, and (vii) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project and Sources of Funds" for the Project.

WITNESS my signature on this _____ day of _____, 19____.

By _____

West Virginia License No. _____

[SEAL]

EXHIBIT E

[Special Conditions]

The recipient agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The annual audit to be conducted while receiving funds will be in compliance with OMB Circular 128 and the Single Audit Act.

EXHIBIT F

[Monthly Payment Form]

West Virginia Water Development
Authority
1201 Dunbar Avenue
Dunbar, WV 25064

Re: [Name of bond issue]

Dear Sirs:

The following deposits were made to the West Virginia
Municipal Bond Commission on behalf of [Local Government] on
_____, ____.

Sinking Fund:

Interest \$ _____

Principal \$ _____

Total: \$ _____

Reserve Fund: \$ _____

Witness my signature this ____ day of _____.

[Name of Local Government]

By: _____
Authorized Officer

Enclosure: copy of check(s)

EXHIBIT G

[Opinion of Bond Counsel for Local Government]

[To Be Dated as of Date of Loan Closing]

West Virginia Water Development Authority
1201 Dunbar Avenue
Dunbar, West Virginia 25064

Gentlemen:

We are bond counsel to _____
(the "Local Government"), a _____.

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement dated _____, 19____, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Local Government and the West Virginia Water Development Authority (the "Authority") and (ii) the issue of a series of revenue bonds of the Local Government, dated _____, 19__ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Local Bonds are in the principal amount of \$_____, issued in the form of one bond registered as to principal and interest to the Authority, with interest payable _____ 1, _____ 1, _____ 1, and _____ 1 of each year, beginning _____ 1, 19__, at the respective rate or rates and with principal payable in installments on _____ 1 in each of the years, all as follows:

<u>Year</u>	<u>Installment</u>	<u>Interest Rate</u>
-------------	--------------------	----------------------

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

We have also examined the applicable provisions of _____
_____ of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the bond _____ duly enacted by the Local Government on _____ (the "Local

Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Loan Agreement that has been undertaken. The Local Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Local Act and the Loan Agreement.

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

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

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

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

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

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

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

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

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF BONDS

Principal Amount of Bonds	\$ 450,000
Purchase Price of Bonds	\$ 450,000

Interest on the Bonds shall be zero percent from the date of delivery ~~to and including~~ ----- Principal and interest on the Bonds is payable quarterly, commencing June 1, 1998, at a rate of 0% per annum. Quarterly payments will be made thereafter on each September 1, December 1, March 1 and June 1 as set forth on Schedule Y attached hereto and incorporated herein by reference. As of the date of this Loan Agreement, it is the Authority's and DEP's understanding that the Local Government has no other obligations outstanding which have a lien as to the source of and security for payment equal to or superior to the lien being granted by the Bonds ~~or provide list of outstanding debt~~.

The Local Government shall submit its payments monthly to the West Virginia Municipal Bond Commission with instructions that the West Virginia Municipal Bond Commission will make quarterly payments to the West Virginia Water Development Authority at such address as is given to the Bond Commission in writing by the Authority. If the Reserve Fund is not fully funded at closing, the Local Government shall commence the payment of the 1/120 of the maximum annual debt service on the first day of the month it makes its first monthly payment to the Bond Commission. The Local Government shall instruct the Bond Commission to notify the Authority of any monthly payments which are not received by the 20th day of the month in which the payment was due.

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

The Local Government may prepay the Bonds in full at any time at the price of par upon 30 days' written notice to the Authority and DEP. The Local Government shall request approval from the Authority and DEP in writing of any proposed debt which will be issued by the Local Government on a parity with the Bonds which request must be filed at least 60 days prior to the intended date of issuance.

SCHEDULE Y

City of Cameron, West Virginia
\$450,000.00 Loan, 20 Years
0% Interest, 1% Administrative Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/1998	.	.	.
6/01/1998	5,625.00	-	5,625.00
9/01/1998	5,625.00	-	5,625.00
12/01/1998	5,625.00	-	5,625.00
3/01/1999	5,625.00	-	5,625.00
6/01/1999	5,625.00	-	5,625.00
9/01/1999	5,625.00	-	5,625.00
12/01/1999	5,625.00	-	5,625.00
3/01/2000	5,625.00	-	5,625.00
6/01/2000	5,625.00	-	5,625.00
9/01/2000	5,625.00	-	5,625.00
12/01/2000	5,625.00	-	5,625.00
3/01/2001	5,625.00	-	5,625.00
6/01/2001	5,625.00	-	5,625.00
9/01/2001	5,625.00	-	5,625.00
12/01/2001	5,625.00	-	5,625.00
3/01/2002	5,625.00	-	5,625.00
6/01/2002	5,625.00	-	5,625.00
9/01/2002	5,625.00	-	5,625.00
12/01/2002	5,625.00	-	5,625.00
3/01/2003	5,625.00	-	5,625.00
6/01/2003	5,625.00	-	5,625.00
9/01/2003	5,625.00	-	5,625.00
12/01/2003	5,625.00	-	5,625.00
3/01/2004	5,625.00	-	5,625.00
6/01/2004	5,625.00	-	5,625.00
9/01/2004	5,625.00	-	5,625.00
12/01/2004	5,625.00	-	5,625.00
3/01/2005	5,625.00	-	5,625.00
6/01/2005	5,625.00	-	5,625.00
9/01/2005	5,625.00	-	5,625.00
12/01/2005	5,625.00	-	5,625.00
3/01/2006	5,625.00	-	5,625.00
6/01/2006	5,625.00	-	5,625.00
9/01/2006	5,625.00	-	5,625.00
12/01/2006	5,625.00	-	5,625.00
3/01/2007	5,625.00	-	5,625.00
6/01/2007	5,625.00	-	5,625.00
9/01/2007	5,625.00	-	5,625.00
12/01/2007	5,625.00	-	5,625.00
3/01/2008	5,625.00	-	5,625.00
6/01/2008	5,625.00	-	5,625.00
9/01/2008	5,625.00	-	5,625.00
12/01/2008	5,625.00	-	5,625.00
3/01/2009	5,625.00	-	5,625.00

City of Cameron, West Virginia
 \$450,000.00 Loan, 20 Years
 0% Interest, 1% Administrative Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
6/01/2009	5,625.00	-	5,625.00
9/01/2009	5,625.00	-	5,625.00
12/01/2009	5,625.00	-	5,625.00
3/01/2010	5,625.00	-	5,625.00
6/01/2010	5,625.00	-	5,625.00
9/01/2010	5,625.00	-	5,625.00
12/01/2010	5,625.00	-	5,625.00
3/01/2011	5,625.00	-	5,625.00
6/01/2011	5,625.00	-	5,625.00
9/01/2011	5,625.00	-	5,625.00
12/01/2011	5,625.00	-	5,625.00
3/01/2012	5,625.00	-	5,625.00
6/01/2012	5,625.00	-	5,625.00
9/01/2012	5,625.00	-	5,625.00
12/01/2012	5,625.00	-	5,625.00
3/01/2013	5,625.00	-	5,625.00
6/01/2013	5,625.00	-	5,625.00
9/01/2013	5,625.00	-	5,625.00
12/01/2013	5,625.00	-	5,625.00
3/01/2014	5,625.00	-	5,625.00
6/01/2014	5,625.00	-	5,625.00
9/01/2014	5,625.00	-	5,625.00
12/01/2014	5,625.00	-	5,625.00
3/01/2015	5,625.00	-	5,625.00
6/01/2015	5,625.00	-	5,625.00
9/01/2015	5,625.00	-	5,625.00
12/01/2015	5,625.00	-	5,625.00
3/01/2016	5,625.00	-	5,625.00
6/01/2016	5,625.00	-	5,625.00
9/01/2016	5,625.00	-	5,625.00
12/01/2016	5,625.00	-	5,625.00
3/01/2017	5,625.00	-	5,625.00
6/01/2017	5,625.00	-	5,625.00
9/01/2017	5,625.00	-	5,625.00
12/01/2017	5,625.00	-	5,625.00
3/01/2018	5,625.00	-	5,625.00
TOTAL	450,000.00	-	450,000.00 *

*Plus \$569.54 one-percent administrative fee paid quarterly. Total fee paid over the life of the loan is \$45,563.20.



STATE OF WEST VIRGINIA
WATER DEVELOPMENT AUTHORITY

1201 DUNBAR AVENUE
DUNBAR, WV 25084

Telephone (304) 558-3812

Telecopier (304) 558-0299

October 15, 1996

Pam Hoyt
City of Cameron
44 Main Street
Cameron, West Virginia 26033

Re: City of Cameron
Wastewater System Replacement

Dear Ms. Hoyt:

The West Virginia Infrastructure and Jobs Development Council (Council) has reviewed the City of Cameron's (City) preliminary application regarding its proposed project to replace its wastewater treatment plant, and has determined that the project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. Please carefully review the enclosed comments of the Sewer Technical Review Committee. The City may need to address certain issues raised in said comments as it proceeds with the project.

Pursuant to its review of the preliminary application, the Council recommends the City pursue funding of approximately \$250,000 from the State Revolving Fund administered by the West Virginia Division of Environmental Protection, and \$1,250,000 in the form of a Small Cities Block Grant from the West Virginia Development Office. Please contact the Division of Environmental Protection at 558-0641 and the Development Office at 558-4010 for specific information on the steps the City needs to follow to apply for these funds. The City may also be eligible for Infrastructure Fund loan assistance of approximately \$1,392,176 and Infrastructure Fund grant assistance of approximately \$2,912,200. The Council's decision is being deferred pending final determination of the project's eligibility and readiness to proceed. **Please note that this letter does not constitute funding approval from these funding agencies.**

Please immediately notify the Council upon the City's receipt of either a commitment or denial of funding from the West Virginia Division of Environmental Protection and the West Virginia Development Office. Upon such notification, the Council will review the City's need for funding from the Infrastructure Fund and determine whether a notice of eligibility letter should be issued. Such determination will be based in part upon the City's readiness to proceed with the project.

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

Sincerely,

A handwritten signature in black ink, appearing to read "R. Isaacs".

Russell L. Isaacs, Chairman
West Virginia Infrastructure and
Jobs Development Council

FLL/bjh
Enclosure

cc: Fred Cutlip
J. Michael Johnson, P.E.

CITY OF CAMERON

Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)

CROSS-RECEIPT FOR BOND AND BOND PROCEEDS

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

1. On the 13th day of November, 1997, the Authority received the entire original issue of \$450,000 principal amount of the Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program), of the Issuer (the "Bonds"), issued as a single, fully registered Bond, numbered AR-1, and dated November 13, 1997.

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

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Bonds, of \$91,131, being a portion of the principal amount of the Bonds. The balance of the principal amount of the Bonds will be advanced by the Authority and the West Virginia Division of Environmental Protection to the Issuer as design of the Project progresses.

WITNESS our respective signatures on this 13th day of November, 1997.

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

Barbara B Meadows
Authorized Representative

CITY OF CAMERON

Thomas Stern
Mayor

10/16/97
123610/97001

CITY OF CAMERON

Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

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

Ladies and Gentlemen:

There are delivered to you herewith:

(1) Bond No. AR-1, constituting the entire original issue of the City of Cameron Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program), in the principal amount of \$450,000, dated November 13, 1997 (the "Bonds"), executed by the Mayor and the City Clerk of the City of Cameron (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Ordinance duly enacted by the Issuer on August 4, 1997, and a Supplemental Resolution duly adopted by the Issuer on November 3, 1997 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of the loan agreement dated September 9, 1997, by and among the West Virginia Water Development Authority (the "Authority"), the West Virginia Division of Environmental Protection (the "DEP") and the Issuer (the "Loan Agreement"); and

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

You are hereby requested and authorized to deliver the Bonds to the Authority upon payment to the Issuer of the sum of \$91,131, representing a portion of the principal amount of the Bonds. Prior to such delivery of the Bonds, you will please cause the Bonds

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

Dated this 13th day of November, 1997.

CITY OF CAMERON



Mayor

10/16/97
123610/97001

[SPECIMEN BOND]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF CAMERON
SEWERAGE SYSTEM DESIGN REVENUE BOND, SERIES 1997 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1

\$450,000

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF CAMERON, a municipal corporation and political subdivision of the State of West Virginia in Marshall County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 1998, as set forth on the "Schedule of Annual Debt Service" attached as EXHIBIT B hereto and incorporated herein by reference, with no interest. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 1998, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Division of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and among the Issuer, the Authority and the DEP, dated September 9, 1997.

This Bond is issued (i) to pay a portion of the costs of design of certain additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16,

Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (the "Act"), and a Bond Ordinance duly enacted by the Issuer on August 4, 1997, and a Supplemental Resolution duly adopted by the Issuer on November 3, 1997 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, and from moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 1997 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 1997 A Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with or junior to the Bonds; provided however, that so long as there exists in the Series 1997 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding prior to or on a parity with or junior to the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

IN WITNESS WHEREOF, the CITY OF CAMERON has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated November 13, 1997.

[SEAL]

Mayor

ATTEST:

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1997 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: November 13, 1997.

**ONE VALLEY BANK, NATIONAL
ASSOCIATION, as Registrar**

By _____
Its Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$91,131	11-13-97	(7) \$	
(2) \$		(8) \$	
(3) \$		(9) \$	
(4) \$		(10) \$	
(5) \$		(11) \$	
(6) \$		(12) \$	
TOTAL		\$	<u> </u>

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

City of Cameron, West Virginia
\$450,000.00 Loan, 20 Years
0% Interest, 1% Administrative Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
3/01/1998	-	-	-
6/01/1998	5,625.00	-	5,625.00
9/01/1998	5,625.00	-	5,625.00
12/01/1998	5,625.00	-	5,625.00
3/01/1999	5,625.00	-	5,625.00
6/01/1999	5,625.00	-	5,625.00
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6/01/2008	5,625.00	-	5,625.00
9/01/2008	5,625.00	-	5,625.00
12/01/2008	5,625.00	-	5,625.00
3/01/2009	5,625.00	-	5,625.00

City of Cameron, West Virginia
 \$450,000.00 Loan, 20 Years
 0% Interest, 1% Administrative Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
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3/01/2010	5,625.00	-	5,625.00
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6/01/2013	5,625.00	-	5,625.00
9/01/2013	5,625.00	-	5,625.00
12/01/2013	5,625.00	-	5,625.00
3/01/2014	5,625.00	-	5,625.00
6/01/2014	5,625.00	-	5,625.00
9/01/2014	5,625.00	-	5,625.00
12/01/2014	5,625.00	-	5,625.00
3/01/2015	5,625.00	-	5,625.00
6/01/2015	5,625.00	-	5,625.00
9/01/2015	5,625.00	-	5,625.00
12/01/2015	5,625.00	-	5,625.00
3/01/2016	5,625.00	-	5,625.00
6/01/2016	5,625.00	-	5,625.00
9/01/2016	5,625.00	-	5,625.00
12/01/2016	5,625.00	-	5,625.00
3/01/2017	5,625.00	-	5,625.00
6/01/2017	5,625.00	-	5,625.00
9/01/2017	5,625.00	-	5,625.00
12/01/2017	5,625.00	-	5,625.00
3/01/2018	5,625.00	-	5,625.00
TOTAL	450,000.00	-	450,000.00 *

*Plus \$569.54 one-percent administrative fee paid quarterly. Total fee paid over the life of the loan is \$45,563.20.

STEPTOE & JOHNSON

ATTORNEYS AT LAW

BANK ONE CENTER

SIXTH FLOOR

P. O. BOX 2190

CLARKSBURG, W. VA. 26302-2190

(304) 624-8000

FACSIMILE (304) 624-8183

November 13, 1997

104 WEST CONGRESS STREET

P. O. BOX 100

CHARLES TOWN, W. VA. 25414-0100

(304) 728-1414

FACSIMILE (304) 728-1913

RILEY BUILDING, FOURTH FLOOR

14TH AND CHAPLINE STREETS

P. O. BOX 180

WHEELING, W. VA. 26003-0020

(304) 233-0000

FACSIMILE (304) 233-0014

THE RIVERS OFFICE PARK

200 STAR AVENUE, SUITE 220

P. O. BOX 626

PARKERSBURG, W. VA. 26102-0626

(304) 422-6463

FACSIMILE (304) 422-6462

WRITER'S DIRECT DIAL NUMBER

BANK ONE CENTER, SEVENTH FLOOR

P. O. BOX 1588

CHARLESTON, W. VA. 25326-1588

(304) 353-8000

FACSIMILE (304) 353-8180

1000 HAMPTON CENTER

P. O. BOX 1818

MORGANTOWN, W. VA. 26507-1818

(304) 598-8000

FACSIMILE (304) 598-8116

128 EAST BURKE STREET

P. O. BOX 2829

MARTINSBURG, W. VA. 25402-2829

(304) 263-6991

FACSIMILE (304) 263-4765

City of Cameron
Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)

City of Cameron
Cameron, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Division of
Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the City of Cameron (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its \$450,000 Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated September 9, 1997, including all schedules and exhibits attached thereto (the "Loan Agreement"), among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP") and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal only to the Authority, with no interest and with principal installments payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 1998, and ending March 1, 2018, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying a portion of the costs of design of certain additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Ordinance duly enacted by the Issuer on August 4, 1997, as supplemented by a Supplemental Resolution duly adopted by the Issuer on November 3, 1997 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement.

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

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

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

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

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

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

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

City of Cameron, et.al.
Page 3

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

Very truly yours,



STEPTOE & JOHNSON

10/27/97
123610/97001



J. K. CHASE, IV
ATTORNEY AT LAW
509 SEVENTH STREET
MOUNDSVILLE, WV 26041

TELEPHONE (304) 845-5100
FAX (304) 845-5102

November 13, 1997

City of Cameron
Sewerage System Design Revenue Bonds, Series 1997A
(West Virginia SRF Program)

City of Cameron
Cameron, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Division of
Environmental Protection
Charleston, West Virginia

Steptoe & Johnson
Clarksburg, West Virginia

Ladies and Gentlemen:

I am counsel to the City of Cameron in Marshall County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson, as bound counsel, a loan agreement dated September 9, 1997, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and among the West Virginia Water Development Authority (the "Authority"), the West Virginia Division of Environmental Protection (the "DEP"), and the Issuer, a Bond Ordinance duly enacted by the Issuer on August 4, 1997, as supplemented by a Supplemental Resolution duly adopted by the Issuer on November 3, 1997 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). Capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

I am of the opinion that:

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

City of Cameron
Page 2
November 13, 1997

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

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

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

5. The Issuer has received all permits, licenses, approvals and authorizations necessary for the issuance of the Bonds, the design of the Project, the operation of the System and the imposition of rates and charges for use of the System, and has taken any other action required for the imposition of such rates and charges including, without limitation, the enactment of an ordinance prescribing such rates and charges. The time for appeal of such rate ordinance has expired prior to the date hereof without any appeal.

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 Loan Agreement, the Bond Legislation, the design of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Net Revenues therefor.

City of Cameron
Page 3
November 13, 1997

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

Very truly yours,

A handwritten signature in black ink, appearing to be 'J. K. Chase, IV', with a large, stylized flourish at the end.

J. K. Chase, IV

JKCIV/saf

CITY OF CAMERON

Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. MEETINGS, ETC.
8. INSURANCE
9. LOAN AGREEMENT
10. RATES
11. SIGNATURES AND DELIVERY
12. BOND PROCEEDS
13. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE
14. SPECIMEN BOND
15. CONFLICT OF INTEREST
16. CLEAN WATER ACT

We, the undersigned MAYOR AND CITY CLERK of the City of Cameron in Marshall County, West Virginia (the "Issuer"), and the undersigned Counsel to the Issuer, hereby certify in connection with the \$450,000 principal amount of the City of Cameron Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program), dated the date hereof (the "Bonds" or the "Series 1997 A Bonds"), as follows:

1. **TERMS:** All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning set forth in the Bond Ordinance of the Issuer duly enacted August 4, 1997, and the Supplemental Resolution duly adopted November 3, 1997 (collectively, the "Bond Legislation").

2. **NO LITIGATION:** No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Bonds, the design of the Project, the operation of the System, the receipt of the Gross Revenues, or in any way contesting or affecting the validity of the Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Bonds, the pledge

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

3. **GOVERNMENTAL APPROVALS:** All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the design of the Project, the operation of the System and the issuance of the Bonds have been obtained and remain in full force and effect. The Issuer has procured the services of the Consulting Engineers in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended.

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

There are no outstanding bonds or other obligations of the Issuer which will rank prior to or on a parity with or junior and subordinate to the Series 1997 A Bonds as to liens, pledge, source of and security for payment.

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

Bond Ordinance

Supplemental Resolution

Loan Agreement

Infrastructure and Jobs Development Council Approval

Charter

Oaths of Office of Officers and Councilmembers

Sewer Rate Ordinance

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

Minutes on Adoption and Enactment of Sewer Rate Ordinance

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

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

NPDES Permit

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

<u>Name</u>		<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
Thomas Stern	- Mayor	February 1, 1996	January 31, 2000
Sandra Kennedy	- Councilmember	February 1, 1994	January 31, 1998
Charles Okel	- Councilmember	February 1, 1994	January 31, 1998
James Wilson	- Councilmember	February 1, 1994	January 31, 1998
Helen McMasters	- Councilmember	February 1, 1996	January 31, 2000
Larry Hartley	- Councilmember	February 1, 1996	January 31, 2000
Charles Manning	- Councilmember	February 1, 1996	January 31, 2000

The duly appointed and acting City Clerk is Judy L. Hunt. The duly appointed and acting Counsel to the Issuer is John K. Chase, IV, Esquire, in Moundsville, West Virginia.

7. **MEETINGS, ETC.:** All actions, ordinances, resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the issuance of the Bonds, the design and financing of the Project or the operation of the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the

Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A, of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

8. **INSURANCE:** All insurance for the System required by the Bond Legislation is in full force and effect.

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

10. **RATES:** The Issuer has duly enacted an ordinance on March 17, 1997, setting rates and charges for the services of the System. The time for appeal of such rates has expired prior to the date hereof without any appeal, and such rates are currently in effect.

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

12. **BOND PROCEEDS:** On the date hereof, the Issuer received \$91,131 from the Authority and the DEP, being a portion of the principal amount of the Bonds and more than a de minimis amount of the proceeds of the Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as design of the Project progresses.

13. **PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE:** Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated

below for the public hearing, in the *Moundsville Daily Echo*, a qualified newspaper of general circulation in the City of Cameron, there being no newspaper published therein, together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Bonds described in such Bond Ordinance, stating that any person interested may appear before the Council at the public hearing held at a public meeting of Council on August 4, 1997, at 7:30 p.m., at the City Hall and present protests, and stating that a certified copy of the Bond Ordinance was on file at the office of the City Clerk of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Governing Body and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

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

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 Bonds, the Bond Legislation and/or the Project, including, without limitation, with respect to the Depository Bank. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

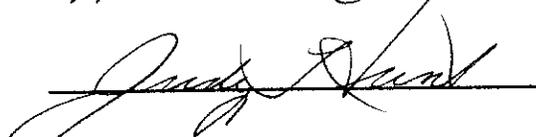
16. **CLEAN WATER ACT:** The Project as described in the Bond Ordinance complies with Sections 208 and 303(e) of the Clean Water Act.

WITNESS our signatures and the official seal of the CITY OF CAMERON on this 13th day of November, 1997.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE


Mayor

City Clerk

Counsel to Issuer

10/27/97
123610/97001

CITY OF CAMERON

Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)

CERTIFICATE OF ENGINEER

I, Lawrence J. Lennon, Registered Professional Engineer, West Virginia License No. 8297, of Lennon, Smith, Souleret Engineering, Inc., Coraopolis, Pennsylvania, hereby certify as follows:

1. My firm is engineer for the design of certain additions, betterments and improvements (the "Project") to the existing public sewerage system (the "System") of the City of Cameron (the "Issuer") in Marshall County, West Virginia, which design is being financed in part by the proceeds of the above-captioned bonds (the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Ordinance enacted by the Issuer on August 4, 1997, as supplemented by the Supplemental Resolution adopted by the Issuer on November 3, 1997, and the Loan Agreement, by and among the Issuer, the West Virginia Division of Environmental Protection (the "DEP"), and the West Virginia Water Development Authority (the "Authority"), dated September 9, 1997.

2. The Bonds are being issued for the purposes of (i) paying a portion of the costs of design of the Project; and (ii) paying costs of issuance and related costs.

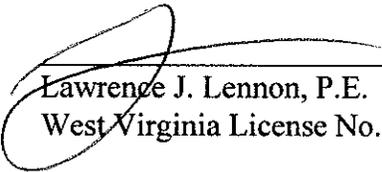
3. The undersigned hereby certifies that (i) the project will be designed by my firm in accordance with standards of the profession and as described in the application submitted to the DEP and the Authority requesting the Authority to purchase the Bonds (the "Application") and approved by all necessary governmental bodies, (ii) the Project will be adequate for the purpose for which it will be designed in accordance with standards of the profession and when constructed, will have an estimated useful life of at least 20 years, (iii) prior to construction, the undersigned will assist the Issuer in obtaining all permits required by the laws of the State of West Virginia and the United States necessary for the construction of the Project and the operation of the System, (iv) to the best of my knowledge and belief the rates and charges for the System as adopted by the Issuer *are* sufficient to comply with the provisions of Subsection 4.1(b) of the Loan Agreement, (v) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto, are sufficient to pay the costs of design of the Project as set forth in the Application, and

(vi) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project and Sources of Funds" for the Project.

WITNESS my signature and seal on this 13th day of November, 1997.



LENNON, SMITH, SOULERET
ENGINEERING, INC.



Lawrence J. Lennon, P.E.
West Virginia License No. 8297

SCHEDULE A

NAME OF GOVERNMENTAL AGENCY: CITY OF CAMERON, WEST VIRGINIA
 ESTIMATED TOTAL COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING

A. Cost of Project (Design Phase)

1 Construction	\$	
2 Technical Services	\$	<u>\$358,031.10 (1)</u>
3 Legal and Fiscal	\$	
4 Administrative	\$	
*5 Site and Other Lands	\$	
**6 Fac Plan or Design or Other Loan Repayment (Specify Type: _____)	\$	
7 Interim Financing Costs	\$	
8 Other - Sewer Cleaning and Inspection	\$	<u>\$50,500.00</u>
9 Contingency	\$	<u>\$32,968.90</u>
10 Total of Lines 1 through 9		<u>\$441,500.00</u>

B. Source of Funds

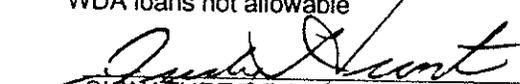
11 Federal Grant: (1) (Specify Sources)	\$	
12 State Grants: (1) (Specify Sources)	\$	
13 Other Grants: (1) (Specify Sources)	\$	
14 Any Other Sources: (2) (Specify)	\$	
15 Total of Lines 11 through 14	\$	
16 Net Proceeds Required from Bond Issue (Line 10 Less Line 15)		<u>\$441,500.00</u>

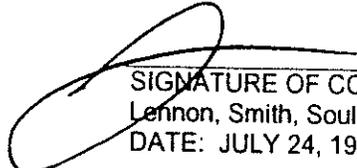
C. Cost of Financing

17 Capitalized Interest (Construction period plus six months)	\$	
18 Funded Reserve Account: (3)	\$	
19 Other Costs: (4)	\$	<u>\$8,500.00</u>
20 Total Cost of Financing (Lines 17 through 19)		<u>\$8,500.00</u>
21 Size of Bond Issue (Line 16 plus Line 20)		<u>\$450,000.00</u>

* not allowable for State Revolving Fund Assistance

** WDA loans not allowable


 SIGNATURE OF APPLICANT
 DATE: 7/24/97


 SIGNATURE OF CONSULTING ENGINEER
 Lennon, Smith, Souleret Engineering, Inc.
 DATE: JULY 24, 1997

Notes: (1) Comprises the following Design Phase Services / costs taken from Exhibit D of the Engineering Agreement:

Design Engineering	\$275,384.98
Design Special Services	\$73,161.12
Rights-of-Way	<u>\$9,485.00</u>
	<u>\$358,031.10</u>

(4) Bond Counsel - Fees and Expenses - Steptoe & Johnson



Anthony, Bodkin and Company

Certified Public Accountants

300 The Maxwell Centre • 32-20th Street • Wheeling, W.Va. 26003 • Phone 304-232-2280 • FAX 304-232-2322

City of Cameron
Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)

West Virginia Water
Development Authority
180 Association Drive
Charleston, West Virginia 25311

West Virginia Division of
Environment Protection
617 Broad Street
Charleston, West Virginia 25301

Ladies and Gentlemen:

Based upon the rates and charges as set forth in the sewer rate ordinance of the City of Cameron (the "Issuer") enacted March 17, 1997, the current operation and maintenance expenses of the Issuer and the current number and type of customers of the Issuer, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the sewerage system of the Issuer (the "System"), will pay all repair, operation and maintenance expenses of the System and leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program) (the "Bonds"), to be issued in the original aggregate principal amount of \$450,000 to the West Virginia Water Development Authority on the date hereof.

Anthony, Bodkin and Company

Wheeling, West Virginia,
November 13, 1997.

CAMERON CHARTER

1927

13

CHAPTER 10

(Senate Bill No. 383--Mr. Highland.)

AN ACT to amend and re-enact chapter three of the Acts of the Legislature of the year one thousand nine hundred and twenty-one, and so designated in the bound volume of municipal charters, relating to the charter of the City of Cameron in the county of Marshall and state of West Virginia, fixing its corporate limits, prescribing and defining the authority, powers and duties of said city and its officers, and repealing chapter sixty-eight of the Acts of the Legislature of the year one thousand nine hundred and twenty-three and all other acts or parts of acts inconsistent with this act.

[Passed April 29, 1927. In effect from passage. Became a law without the approval of the Governor.]

SEC.		SEC.	
1.	Creating corporate city; general provisions.	25.	Transcript of record in appeal cases.
2.	Corporate limits.	26.	Fine, costs and fees to be included if appellant be found guilty.
3.	Wards and boundaries.	27.	Judgments; when appeals allowed.
4.	Municipal officers; how elected; qualifications.	28.	Solicitor; his duties; compensation.
5.	Municipal authorities vested in mayor and council.	29.	Health officer, his duties; salary.
6.	Elections; qualifications of voters; contests, how decided; the decided by council.	30.	Treasurer, duties; bond required; compensation.
7.	Terms of office.	31.	Street commissioner; his powers and duties; compensation.
8.	Eligibility of officers.	32.	City engineer; how appointed; duties and compensation.
8-a.	Powers and duties of officers appointed by council.	33.	Licns for taxes.
9.	Official bonds.	34.	City licenses.
10.	Council may remove elected officers for cause; how vacancy filled.	35.	How licenses may be applied for and granted.
11.	Council meetings; quorum; who to preside.	36.	Condemnation proceedings.
12.	Minutes, how kept.	37.	Clerk, his duties; when to act as mayor; required to give bond.
13.	Reading of the minutes.	38.	sidewalks.
14.	Money, how appropriated.	39.	Street paving.
15.	Corporate powers.	40.	Annual levy.
16.	Franchises.	41.	Financial statement; to be published annually; what to contain.
17.	Exercising corporate powers.	42.	Authority to issue bonds.
18.	Mayor, his powers and duties; salary.	43.	City of Cameron successor to Town of Cameron.
19.	Law enforcement; ordinances; procedure.	44.	Council empowered to combine certain offices.
20.	Executions for fines and costs; by whom issued.	45.	Certain acts and inconsistent acts repealed.
21.	Policemen, how appointed.		
22.	Violations in presence of officer.		
23.	Mayor's docket.		
24.	Appeals; when granted; recog-		

Be it enacted by the Legislature of West Virginia:

Section 1. That the inhabitants of so much of the county of Marshall as are within the bounds prescribed by section two of this act, now and hereafter residing within said bounds, shall be and they are hereby constituted a body politic and corporate,

5 by and under the name of "The City of Cameron," and as such
6 and in that name shall have perpetual succession and a common
7 seal and may sue and be sued, contract and be contracted with,
8 purchase, lease, hold and use real and personal property for
9 municipal purposes, and generally have all the rights, powers
10 and franchises belonging or appertaining to municipal cor-
11 porations in the state of West Virginia.

Sec. 2. The boundaries of said city shall be as follows:
2 Beginning at the northeast corner of the county bridge over
3 Grave creek southwest of site of Baltimore and Ohio railroad
4 shops; thence down said creek north eighty-seven degrees thirty-
5 five minutes west one hundred and sixty feet to a stake; thence
6 continuing down said creek north forty-one degrees west two
7 hundred and forty-two feet to a stake; thence leaving the creek
8 and continuing up a drain north twenty-three degrees twenty-
9 five minutes east one thousand two hundred feet to a stake, north
10 forty-five degrees west forty-three feet from a sycamore; thence
11 leaving said drain, continuing through the lands of George
12 Gump, West Lawn Addition, and B. Hall south sixty-six degrees
13 twenty minutes two thousand two hundred feet to a stake, an
14 original corner to the present corporation line of the Town of
15 Cameron; thence following the said present corporation the fol-
16 lowing ten courses and distances, south eighty-five degrees east
17 two hundred and forty feet; north five degrees east nine hundred
18 and eighty-five feet; north three degrees west six hundred and
19 fifty feet; north one thousand four hundred and thirty east six
20 hundred and eighty-eight feet; thence crossing north of Patter-
21 son Glass company's plans south thirty-nine degrees ten minutes
22 east two hundred and forty-nine feet; south ten degrees fifteen
23 minutes west four hundred and thirty-one feet; south one de-
24 gree forty-five minutes east two hundred and sixty-four feet;
25 south four degrees fifteen minutes west three hundred and
26 seventy-nine feet; south seventeen degrees east three hundred
27 and sixty feet; south twenty-four degrees south no minutes
28 east forty-one feet to corner of John Crawford's land; thence,
29 leaving the present corporation line, and continuing with line
30 of lands of John Crawford and Lizzie McConaughy north
31 seventy-two degrees fifty minutes east one thousand seven hun-
32 dred and twelve feet to an iron pin, corner to lands of Lizzie
33 McConaughy and John Crawford; thence through the lands
34 of John Crawford and Geo. N. Yoho, and passing between said

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35 Yoho's house and barn, north eighty-three degrees fifty minutes
 36 east one thousand four hundred and fifty-nine feet to stake in
 37 Yoho's line thirteen feet south of A. McCracken and Alley Kin-
 38 sey's lot; thence with Geo. N. Yoho's line, north twenty-three
 39 degrees fifteen minutes east four hundred and ninety-two feet
 40 to a stake, corner to lands of Geo. N. Yoho; thence with his
 41 land north five degrees twenty minutes east five hundred and
 42 forty-eight feet to a post in Yoho's line and a corner to lands
 43 of Jerry A. Fitzgerald and A. McCracken; thence leaving
 44 Yoho's line and running with lines of Fitzgerald and Me-
 45 Cracken and Simmons, south eighty-nine degrees fifteen min-
 46 utes east crossing the Cameron and Clouston pike six hundred
 47 feet to a stake on a flat in field of S. D. McConaughey; thence
 48 through the lands of S. D. McConaughey and D. W. Me-
 49 Conaughey, south nineteen degrees west two thousand six hun-
 50 dred and sixty feet to a locust stump; thence continuing
 51 through lands of D. W. McConaughey and J. M. Nichols, south
 52 eighty-three degrees fifty minutes east two thousand three hun-
 53 dred and twenty-four feet to a locust tree; thence south sixty-
 54 nine degrees east one thousand two hundred feet to the most
 55 northerly of three large white oaks on the east side of a drain;
 56 thence south seventeen degrees thirty minutes west seven hun-
 57 dred and ten feet to the twenty-eight mile post on the Balti-
 58 more and Ohio railroad; thence continuing through the lands
 59 of L. L. Howard, S. B. Dallison and J. A. Hicks' heirs south
 60 eighty-seven degrees twenty minutes west two thousand seven
 61 hundred feet to a locust tree; thence south sixteen degrees
 62 forty-five minutes east four hundred and seventy-three feet to
 63 a locust tree in J. A. Hicks' heirs and S. B. Dallison line;
 64 thence south forty seven degrees fifteen minutes east five hun-
 65 dred and twenty feet to a stone in old quarry on a point;
 66 thence south fifty-seven degrees five minutes east one thousand
 67 two hundred and forty-eight feet to a stake one hundred and
 68 seventy-five feet east of a drain; thence south forty-two de-
 69 grees thirty minutes west passing thirty feet east of residence
 70 of Nancy Barnett, crossing Ramp hollow six hundred feet to
 71 a stake in Henry Wendt's field, thence continuing through lands
 72 of said Wendt and J. C. Reid, north sixty-six degrees fifty
 73 minutes west one thousand seven hundred and nine feet to a
 74 corner of J. C. Reid and Dr. W. V. Teagarden; thence through
 75 said Teagarden's lands, north thirty seven degrees west five hun-

76 dred sixty feet to a dead white oak in Teagarden's line; thence
77 north seventy-eight degrees west one thousand five hundred and
78 forty-three feet to a beech tree; thence north seventy-three de-
79 grees west eight hundred and sixteen feet to a white oak on the
80 west side of drain in W. Chambers' lot; thence through the
81 lands of said Chambers and Harry Moose, passing between barn
82 and house of said Harry Moose, north seventy-three degrees
83 west one thousand two hundred and eighty feet to a stake;
84 thence through the lands of Harry Moose, Elder Company, Mrs.
85 Anderson, G. W. McCracken and David Gump, north sixty-two
86 degrees west one thousand seven hundred and ninety feet to a
87 stake at top of bank in David Gump's field; thence north
88 twenty-nine degrees fifteen minutes west nine hundred and fifty-
89 one feet to the beginning, containing approximately fifty acres,
90 according to a survey made by R. C. Yoho, county surveyor,
91 January fifth and sixth, one thousand nine hundred and fifteen.

Wards

Sec. 3. The territory of said city is hereby divided into
2 three wards, as follows: All that part of the city lying south
3 of the Baltimore and Ohio railroad shall constitute the first
4 ward; that part lying east of Bridge street and North avenue
5 and north of the Baltimore and Ohio railroad shall constitute
6 the second ward, and all that part lying west of Bridge street
7 and North avenue and north of the Baltimore and Ohio rail-
8 road shall constitute the third ward. The council of the city
9 may change the boundaries of the different wards, but regard
10 shall be had to equality of population.

Officers

Sec. 4. The officers of said city shall be a mayor, chief of
2 police, clerk, who shall be *ex-officio* collector, solicitor, treasurer,
3 health officer and six councilmen. The mayor shall be elected
4 by the qualified voters of the city. The councilmen shall be
5 elected by the qualified voters of their respective wards. The
6 clerk and chief of police shall be appointed by the mayor but
7 such appointments shall not become effective until confirmed
8 by the council. At the first regular meeting following the election
9 provided for herein, the mayor shall appoint a person residing
10 within said city for the office of clerk, and another person re-
11 siding within said city for the office of chief of police. The
12 council shall without unreasonable delay either confirm or re-

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13 ject such appointments, and if the same or either of them be re-
14 jected by the council, the mayor shall make further appoint-
15 ments for the consideration of the council until the same are
16 confirmed by said council. The solicitor, treasurer, health offi-
17 cer and such other officers as may be needed from time to time,
18 shall be appointed by the council. No person shall be eligible
19 to the office of mayor or councilman in said city unless he is
20 a qualified voter thereof, nor unless he has resided therein for
21 at least one year next preceding his election, nor who shall not
22 have been assessed during the current year for taxation with
23 real or personal property located in said city of the value of at
24 least five hundred dollars; and in case of a councilman, he shall
25 be a *bona fide* resident of the ward from which he is elected, and
26 his removal from the ward in which he is elected shall vacate
27 his office. Each ward shall be represented by two councilmen.

See. 5. The municipal authorities of said city shall consist
2 of the mayor and six councilmen, who together shall form a
3 common council, and all the corporate powers of said corpora-
4 tion shall be exercised by said council, or under its authority,
5 except where otherwise provided by this act.

Elections.

See. 6. The first election held hereunder shall be on the
2 first Thursday of January, one thousand nine hundred and
3 twenty-eight and biennially thereafter. Every person who has
4 been a *bona fide* resident of the city for three months next pre-
5 ceeding any election, and otherwise a qualified voter under the
6 constitution and laws of this state, shall be entitled to vote at
7 such election, in the ward in which he resides. The election
8 shall be held, conducted and the results thereof be ascertained,
9 returned and determined under such rules and regulations as
10 may be prescribed by the council, which shall not be incon-
11 sistent with the general laws of the state governing municipal
12 elections, and shall conform as nearly as practicable to such
13 laws. Contested elections shall be heard and determined by the
14 council, and the proceedings therein shall conform as nearly as
15 possible to similar proceedings in the case of county and dis-
16 trict officers. The council shall be the judge of the election, re-
17 turn and qualification of its own members. In case two or more
18 persons receive an equal number of votes for the same office, if
19 such number be the highest cast for such office, the council shall

20 determine by vote which of them shall be returned elected, and
21 shall make their return accordingly.

Terms of Officers

Sec. 7. The term of office of the mayor shall begin on the
2 first day of February next succeeding his election, and shall be
3 for a term of two years, and until his successor is elected and
4 qualified. The clerk and chief of police shall be appointed by
5 the mayor and such appointment shall be confirmed by the
6 council. They shall be appointed for a term of two years, but
7 said appointments or either of them may be revoked by the
8 mayor at any time. The treasurer, solicitor, health officer and
9 such other officers as may be needed from time to time, shall be
10 appointed by the council and shall hold office during the will
11 and pleasure of the council. Any former incumbent shall be
12 ineligible for a second appointment, unless he shall have fully
13 settled up the business of his former term. At the first elec-
14 tion provided for in section six of this act, there shall be elected
15 a mayor whose term of office shall begin and continue as herein-
16 before provided. At such election there shall also be elected
17 one councilman from each ward whose term of office shall begin
18 on the first day of February next succeeding their election, and
19 shall be for a term of four years, and until their successors
20 have been elected and qualified. Such councilmen shall suc-
21 ceed, in their respective wards, those councilmen now in office
22 whose term expires on the thirty-first day of January, one
23 thousand nine hundred and twenty-eight. At each succeeding
24 biennial election one councilman shall be elected for the term
25 of four years from each ward, and nothing herein contained
26 shall vacate or effect the term of office of any councilman now
27 in office in said city.

28 The council shall have the right to fix a compensation for
29 the members thereof, which compensation shall not exceed the
30 sum of fifty dollars per year to each member.

Sec. 8. Every person elected or appointed to any office in
2 said city shall, within twenty days after his election or appoint-
3 ment, and before entering upon the discharge of the duties
4 thereof, take and subscribe the oath of office prescribed by law
5 for officers generally, which may be done before the mayor or
6 clerk of said city, or before any person authorized by law to

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7 administer oaths; and the same together with the certificate
8 of the officer administering the same, shall be filed with the
9 clerk of said city.

Sec. 8-a. The council shall prescribe the powers and duties
2 of all officers by it appointed, except so far as the same are by
3 this act defined; shall fix their compensation, and may require
4 and take from them respectively, bonds payable to the city
5 in its corporate name with such sureties and in such sums
6 and penalties as may be deemed proper, conditioned for the
7 faithful performance of their duties.

Sec. 9. The council shall require and take from all officers
2 elected or appointed as aforesaid, whose duties it shall be to
3 receive funds, assets or property belonging to said city, or
4 having charge of the same, such bonds, obligations or other
5 writings as may be deemed necessary and proper to secure the
6 faithful performance of their respective duties. All bonds, ob-
7 ligations or other writings taken in pursuance of the pro-
8 visions of this act shall be made payable to the City of Cameron,
9 with such sureties and in such penalties as may be deemed
10 proper, conditioned for the faithful performance of their duties
11 and for the accounting for and paying over as required by law,
12 all monies coming into their hands by virtue of their offices,
13 and the respective persons and their heirs, executors and as-
14 signs bound thereby shall be subject to the same proceedings
15 on said bonds, obligations and other writings, for enforcing
16 the conditions and terms thereof, by motion or otherwise, before
17 any court of competent jurisdiction held in and for the county
18 of Marshall, that collectors of county levies and other sureties
19 are or shall be subject to, on their bonds for enforcing the
20 payment of the county levies.

Sec. 10. The council shall have the authority to remove from
2 office any elected officer of the city for misconduct or neglect
3 of duty, by an affirmative vote of three-fourths of the members
4 of the council, but only after reasonable notice to such officer,
5 and a hearing of the charges preferred; and any vacancy in
6 office, however occasioned, may be filled by the council for the
7 unexpired term.

Sec. 11. The council shall fix the time and place of holding its
2 regular meetings; shall have power to compel the attendance
3 of its members, and may prescribe rules and regulations, not
4 inconsistent herewith, for the transaction of business and for

5 its own guidance and government. The council shall be pre-
6 sided over at its meetings by the mayor, or in his absence by
7 the clerk, or in the absence of both mayor and clerk, then one
8 of the councilmen selected by a majority of the council present
9 who may vote on any question as member of the council. A
10 majority of the council shall be necessary to constitute a quorum
11 for the transaction of business. No member of the council
12 shall vote upon or take part in the consideration of any propo-
13 sition in which he is or may be interested, otherwise than as
14 a resident of said city.

Sec. 12. The council shall cause to be kept by the clerk in
2 a well bound book to be called the "minute book," accurate
3 copies of all its proceedings, ordinances, acts, orders and resolu-
4 tions, and in another to be called the "ordinance book" accurate
5 copies of all the ordinances adopted by the council, both of which
6 shall be fully indexed and open to the inspection of any one
7 required to pay taxes to said city, or who may be otherwise
8 interested. All oaths and bonds of officers of the city and all
9 papers of the council shall be endorsed, filed and securely kept
10 by the clerk, except the bond of the clerk, which shall be filed
11 with the mayor. All printed copies of such ordinances pur-
12 porting to be published under authority of the council, and
13 transcripts of such ordinances, acts, orders and resolutions,
14 certified by the clerk under the seal of the city, shall be deemed
15 *prima facie* correct, when sought to be used as evidence in any
16 court or before any justice.

Sec. 13. At each meeting of the council, the proceedings of
2 the last meeting shall be read, and if erroneous, corrected and
3 signed by the presiding officer for the time being. Upon the
4 call of any member the yeas and nays on any question shall be
5 taken and recorded in the minute book.

Sec. 14. No ordinance or by-laws, and no resolution or meas-
2 ure for the expenditure of money other than to defray the cur-
3 rent and incidental expenses of the city, shall be deemed passed
4 or adopted unless it shall have been fully read at two consecut-
5 ive meetings of the council, and shall have received a majority
6 of the votes of the members present, when it shall stand and
7 be declared adopted and not otherwise.

Sec. 15. The council of said city shall have power to lay
2 off, vacate, close, open, alter, grade and keep in good repair

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3 the roads, streets, alleys, pavements, sidewalks, crosswalks,
 4 drains and gutters therein for the use of the citizens or of the
 5 public, and to improve and light the same, and to keep the
 6 same free from obstructions of every kind; to regulate the
 7 width of pavements and sidewalks on the streets and alleys,
 8 and to order the pavements, sidewalks, footways, drains and
 9 gutters to be kept in good order, free and clean, by the owners
 10 or occupants of the real property next adjacent thereto; to
 11 establish and regulate markets, prescribe the time of holding
 12 the same, provide suitable and convenient buildings therefor,
 13 and prevent forestalling or regrating such markets; to pre-
 14 vent injury or annoyance to the public or to individuals from
 15 anything dangerous, offensive or unwholesome; to prohibit or
 16 regulate slaughter-houses and soap factories within the city
 17 limits, or the exercise of any unhealthy or offensive business,
 18 trade or employment; to abate all nuisances within the city
 19 limits, or to require and compel the abatement or removal
 20 thereof, by or at the expense of the person causing same, or
 21 at the expense of the owner or occupant of the ground on
 22 which they are placed or found; to cause to be filled up,
 23 raised or drained by or at the expense of the owner, any city
 24 lot or tract of land covered or subject to being covered by
 25 stagnant water; to prevent horses, hogs, dogs, cattle, sheep,
 26 or other animals and fowls of all kinds from going or being
 27 at large in such city, and as one means of prevention, to pro-
 28 vide for impounding and confining such animals and fowls,
 29 and upon failure to reclaim, for the sale thereof; to protect
 30 places of divine worship and to preserve order in and about
 31 the premises where and when such worship is held; to regu-
 32 late the keeping of gunpowder and other inflammable or dan-
 33 gerous substances; to provide and regulate the building of
 34 houses or other structures, and for the making and main-
 35 taining of division fences by the owners of adjoining premises,
 36 and for the proper drainage of city lots or other parcels of
 37 land, by or at the expense of the owner or occupant thereof;
 38 to provide against damage or danger by fire; to punish for
 39 assaults and batteries; to arrest, convict and punish any person
 40 for gambling or keeping gaming tables, commonly called A,
 41 B, C, or E. O., table or faro bank or keno table, or table of
 42 like kind, under any denomination, whether the game or table

43 be played with cards, dice or otherwise, or shall be a partner,
44 or concerned in interest, in the keeping or exhibiting such
45 table or bank, or keeping or maintaining any gaming house
46 or place, or betting or gambling for money or any thing of
47 value; to suppress houses of ill-fame and to arrest and punish
48 persons loitering in, or visiting them, or loitering in saloons,
49 or upon the streets; to prevent lewd and lascivious conduct;
50 the sale or exhibition of indecent pictures or other represen-
51 tations; the desecration of the Sabbath day; profane swear-
52 ing; the illegal sale of intoxicating liquors of all kinds and
53 classes; to protect the persons of those residing or being within
54 said city; to appoint when necessary or advisable a police
55 force, permanent or temporary, to assist the chief of police
56 in the discharge of his duties; to build or purchase, or lease
57 and to use a suitable place within or near said city for the
58 safe keeping or punishment of persons charged with or con-
59 victed of the violation of ordinances; to provide for the em-
60 ployment of persons convicted of the violation of ordinances,
61 or who may be committed in default of the payment of fines,
62 penalties or costs, and who are otherwise unable to discharge
63 the same, by putting them to work for the benefit of the city,
64 and to use such means to prevent their escape while at work,
65 as they may deem expedient; to erect or authorize or pro-
66 hibit the erection of gas works, electric light works, or water
67 works within the city limits; to prevent injury to such works
68 or the pollution of any gas or water used or intended to be
69 used by the public or by individuals, and to do all things
70 necessary to adequately supply said city and the inhabitants
71 thereof with pure, healthful and wholesome water to use;
72 generate, distribute, sell and control electricity and gas for
73 heat, light and power and to furnish light for the streets,
74 houses, buildings, stores and other places in and about said
75 city; to provide a sewerage system for said city; to provide
76 for and regulate the weighing and measuring of hay, coal,
77 lumber and other articles sold or kept and offered for sale
78 within said city; to regulate the running and speed of engines
79 and cars within said city; to organize one or more fire com-
80 panies and provide the necessary apparatus, tools, implements,
81 engines, or any of them for their use, and in their discretion
82 to organize a paid fire department; to make regulations with

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83 respect to the erection and location of all pipes, conduits,
84 telephone, telegraph, electric light or other poles within said
85 city, and the extension of any wires, lines and poles by any
86 individuals or corporations; to create by ordinances such com-
87 mittees or boards, and delegate such authority thereto as may
88 be deemed necessary or advisable; to provide for the annual
89 assessment of the taxable property therein, including dogs
90 kept in said city, and to provide a revenue for said city for
91 municipal purposes, and to appropriate such revenue to its
92 expenses, and generally to take such measures as may be
93 deemed necessary or advisable to protect the property, public
94 and private, within the city; to preserve and promote the
95 health, safety, comfort and well-being of the inhabitants
96 thereof.

97 The council of said city shall have power and authority to
98 control and regulate the construction and repair of all houses
99 and other buildings within the said city; to provide for the
100 granting of building permits and to require the submission
101 of plans and specifications for all buildings to be erected or
102 repaired to the council for inspection, before issuing a permit
103 therefor; to cause the removal of unsafe walls or buildings
104 and to prohibit the erection on any designated street or part
105 thereof, or in any designated square, of any building or ad-
106 dition to any building, unless the outer walls thereof be made
107 of brick and mortar or other fire-proof material; and to pro-
108 vide for the removal of any building or addition which shall
109 have been erected contrary to such prohibition, at the ex-
110 pense of the owner or owners thereof; to provide for the re-
111 moval of trees that become obstructions to sewers, sidewalks,
112 streets and alleys of said city at the expense of the owners
113 thereof, and to require permits to plant trees and to prohibit
114 the planting of trees that in the opinion of the council will
115 become detrimental to the sewers, streets, sidewalks or alleys
116 of said city; to regulate and control by proper ordinances
117 the kind and manner of all plumbing and electric wiring to
118 be done in said city, and to provide for an inspection of same
119 as well as that heretofore done and completed, and to require
120 that all plumbing and wiring in said city be put in a sanitary
121 and safe condition and to require permits and bonds from
122 those engaged in plumbing or wiring houses and other build-
123 ings in said city.

124 The council of said city shall have any and all additional
125 power and authority granted to cities, towns and villages
126 heretofore enacted or hereafter to be enacted by the legis-
127 lature, under general statutes.

Franchises

Sec. 16. Franchises may be granted by the city council to
2 persons or corporations allowing such occupancy of portions
3 of the streets and alleys as may be necessary for works of
4 public utility and service, but no such franchises shall here-
5 after be granted except under the following restrictions and
6 conditions: No ordinance shall be passed granting any fran-
7 chise for the use of any of the streets or alleys of the city for
8 any of the purposes above named, until the same shall have
9 been filed with the clerk at least thirty days prior to the time
10 when it is to be acted upon by the council, and notice of such
11 application, stating the object of such franchise, and when the
12 same will be considered by the council, shall be published
13 thirty days prior thereto in some newspaper of general cir-
14 culation published in the city.

15 Nor shall such franchise be granted within thirty days after
16 the application has been filed, nor until an opportunity has
17 been given any citizen or corporation interested in the granting
18 or refusing of said franchise, to be heard.

19 Nor shall any franchise be hereafter granted by council for
20 a longer period than fifty years; *provided*, that the council
21 shall have the power to renew any such franchise for the term
22 of fifty years when the same shall have expired. No fran-
23 chise hereafter granted for a longer term than fifty years shall
24 be of any force or validity. No grant of any such franchise
25 shall be made without at the time of making it, provision be
26 made that the grantee, its successors or assigns, shall indemnify
27 the city against all damages caused by the construction of its
28 works. Any corporation or person to whom a franchise has
29 been heretofore or may hereafter be granted, or their successors
30 or assigns, who shall fail to comply with the conditions of the
31 ordinance granting such franchise within one year from the
32 time said conditions are directed to be performed, shall forfeit
33 all rights under said franchise and the same shall become null
34 and void.

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Sec. 17. To carry into effect these enumerated powers and
2 all others by this act or by general law conferred, or which
3 may hereafter be conferred upon the said city or its council or
4 any of its officers, the said council shall have and possess full
5 authority to make, pass and adopt all needful ordinances, by-
6 laws, orders and resolutions not repugnant to the constitution
7 and laws of the United States or of this state; and to enforce
8 any or all of such ordinances, by-laws, orders or resolutions by
9 prescribing for a violation thereof fines and penalties and im-
10 prisonment in either the county jail of Marshall county, or the
11 city prison, if there be one; but no fine shall exceed one hun-
12 dred dollars, and no term of imprisonment shall exceed ninety
13 days. Such fines and penalties shall be imposed and recovered,
14 and such imprisonment inflicted and enforced by and under the
15 judgment of the mayor of said city, or in case of absence or in-
16 ability to act, of the clerk of said city, or in case of absence or
17 inability to act of both of said officers, of one of the councilmen
18 appointed to act for that purpose by the council.

Mayor

Sec. 18. The mayor shall be the chief executive officer of the
2 city and shall see that the orders, by-laws, ordinances and regu-
3 lations of the council thereof are faithfully executed; he shall
4 be an *ex officio* justice and conservator of the peace within the
5 city and shall within the same have, possess and may exercise,
6 all the powers and perform all the duties whether in civil or
7 criminal proceedings, vested by law in a justice of the peace.
8 Any summons, warrant or other process, issued by him, may
9 be executed at any place within the county; he shall have power
10 during the recess of the regular meetings of council to ap-
11 point special police officers when he shall deem it necessary, and
12 it shall be his duty to see that the peace and good order of the
13 city are preserved, and that persons and property therein are
14 protected; and to this end he may arrest and detain or cause
15 the arrest and detention of all riotous and disorderly persons
16 before taking other proceedings in the case; he shall from time
17 to time recommend to the council such measures as he may deem
18 needful for the welfare of the city; he shall not receive any
19 money due or belonging to the state or corporation or to indi-
20 viduals, unless and until he shall have given the bond and
21 security of a justice of the peace required by chapter fifty of
22 the code of West Virginia; and all the provisions of said chap-

25 ter relating to moneys received by justices shall apply to moneys
21 received by him in like cases.

25 The mayor shall receive a salary of not less than three hun-
26 dred nor more than five hundred dollars *per annum*; such salary
27 shall be in lieu of the fees which would otherwise accrue to him
28 in proceedings for the enforcement of ordinances, but all such
29 fees shall be collected when practicable, and accounted for to
30 the city, and he may tax such costs against any person or cor-
31 poration found guilty of the violation of any ordinance of the
32 city, as are provided to be taxed and recovered by justices of
33 said county in criminal cases.

Sec. 19. The process in proceedings to enforce any ordinance
2 prescribing a fine or imprisonment, or a fine and imprisonment,
3 for the violation thereof, shall be a summons in the name of the
4 City of Cameron as plaintiff, directed to the chief of police, to
5 one of the regular police officers of the city, or to any constable
6 of any district within the said city, requiring him to summon
7 the person accused of such violation, and who shall thereafter
8 be designated as defendant, to appear before the mayor at the
9 time and place therein named to make answer to such accusa-
10 tion and be dealt with according to law; such summons shall
11 contain such statement of the facts alleged as will inform such
12 person of the general nature of the offense against the city of
13 which he stands charged, and except in cases of arrest upon
14 view, shall be issued only upon the complaint, on oath, of some
15 credible person. But the mayor for good cause appearing by
16 endorsement of the summons, may order the person so accused
17 to be forthwith apprehended and brought before him for a
18 hearing of the charge. The clerk of said city, as well as the
19 mayor shall have authority to receive any complaint in writing
20 of the violation of any ordinance, and to sign and issue the
21 proper summons based upon such complaint. The mayor shall
22 have, possess and may exercise the power and authority be-
23 longing to a justice under sections two hundred and twenty-
24 four and two hundred and twenty-five of chapter fifty of the
25 code of West Virginia, in summoning and enforcing the at-
26 tendance and examination of witnesses, in punishing for con-
27 tempt, in granting continuances, and in securing and enforcing
28 the further attendance of the accused with a view to a trial or
29 hearing. If any recognizance be taken for such further at-
30 tendance, and is forfeited, the mayor may record the default,

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21 and an action be maintained in the name of the city, before the
22 mayor or any justice having jurisdiction, against the accused
23 and his sureties, if any, to recover the penalty thereof.

Sec. 20. The mayor shall have the power to issue an execu-
2 tion for any fine and costs assessed or imposed by him, for the
3 violation of any ordinance, or he may at the time of render-
4 ing judgment therefor, or at any time thereafter and before
5 satisfaction of such judgment, by his order in writing, require
6 the immediate payment thereof; and in default of such pay-
7 ment he may cause the person so in default to be apprehended
8 and brought before him, and commit him to the jail of Marshall
9 county or in his discretion to the prison of said city, if one
10 shall have been provided, until the fine and costs are fully paid;
11 but such imprisonment shall not exceed thirty days.

Sec. 21. The mayor shall, with the consent of council and
2 not otherwise, appoint one or more policemen, as the council
3 may determine. Each policeman appointed as prescribed by
4 this section shall, before entering upon the discharge of his
5 duties, execute a bond conditioned for the faithful performance
6 by him of the duties of his office and as is required by law, and
7 for the accounting for and paying over, as is required by law,
8 all the money which may come into his hands by virtue of his
9 office, with sureties satisfactory to the council, in a penalty
10 of not less than one hundred dollars nor more than five thou-
11 sand dollars, as the council may prescribe.

Sec. 22. In case a violation of any ordinance of said city is
2 committed in the presence, or within view of any of the police
3 officers, the offender may be forthwith apprehended and taken
4 before the mayor, and a complaint under oath, stating such
5 violation, there lodged and filed; and thereupon such offender
6 may be tried and dealt with according to law, without sum-
7 mons. Any of the police officers shall execute, within the
8 county of Marshall, when directed to him, any proper process
9 issued by the mayor in proceedings for the enforcement of ordi-
10 nances; and shall collect by levy of execution, or otherwise, and
11 duly account for, all fines assessed and costs imposed in such
12 proceedings. He shall also have all the rights and powers,
13 within said city, in regard to the arrest of persons, the collec-
14 tion of claims, and the execution and return of process, that
15 are or may be lawfully exercised by a constable of a district
16 within the same, and shall be entitled to the compensation

17 herefor; and he and his sureties shall be liable to all fines,
18 penalties and forfeitures that a constable is liable, for any
19 dereliction of duty in office, to be recovered in the same manner,
20 and in the same courts, that such fines, penalties and forfeitures
21 are recovered against constables.

Sec. 23. A book well bound and indexed to be denominated
2 the "docket," shall be kept in the office of the mayor, in which
3 shall be noted each case brought or tried by him, together with
4 the proceedings therein, including a statement of complaint, the
5 summons, the return, the fact of appearance or non-appearance,
6 the defense, the hearing, the judgment, the costs, and in case
7 the judgment be one of conviction, the action taken to enforce
8 the same; the record of such case shall be signed by the mayor
9 or other person acting in his stead; and the original papers
10 thereof, if no appeal be taken, shall be kept together and pre-
11 served in his office.

Appeal

Sec. 24. In any case for the violation of an ordinance of the
2 said city, in which there is a judgment by the mayor of im-
3 prisonment, or for a fine of more than ten dollars, an appeal
4 shall lie at the instance of the person against whom such judg-
5 ment is rendered to the circuit court of Marshall county. Such
6 appeal shall not be granted by the mayor unless, within ten
7 days from the date of the judgment, such person shall enter
8 into a recognizance, with security deemed sufficient, in a pen-
9 alty double the amount of fine and costs, with condition that
10 the person appealing will appear before the said court on the
11 first day of the next term thereof, to answer for the offense
12 against the city with which he stands charged, and not depart
13 thence without leave of said court, and will perform and sat-
14 isfy any judgment which may be rendered against him by the
15 circuit court, on appeal. The provisions of chapter one hun-
16 dred and sixty-two of the code of West Virginia, relating to
17 recognizances in criminal cases, shall be applicable to the
18 recognizance contemplated by this section, except where herein
19 otherwise provided; but any money recovered thereon or by
20 virtue thereof shall inure to the said city.

Sec. 25. If such appeal be taken the mayor shall forthwith
2 deliver to the clerk of said court the complaint in writing, if
3 any, the summons, a transcript of the record including the

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4 judgment, the recognizance, and any other papers belonging
5 to the case; and such clerk shall receive and file the same, and
6 place the case upon the trial docket of the next succeeding term
7 of said court, and said court shall proceed to try the same in
8 its order.

Sec. 26. If the appellant be found guilty of a violation of
2 the ordinance in question, whether upon a verdict of a jury
3 or otherwise, the court shall ascertain by its judgment the fine
4 or imprisonment or the fine and imprisonment to be paid or
5 suffered by such defendant, having regard to the punishment
6 prescribed by such ordinance, and shall include in any such
7 judgment the costs incurred by said city, as well in the pro-
8 ceedings before the mayor as those in court, including a fee
9 to the attorney for the city of five dollars, and the fees, if
10 any, of the jailor or keeper of the city prison, and the pro-
11 ceedings to enforce the collection of any such fine and costs,
12 as may be provided in sections ten, eleven and twelve of chapter
13 thirty six of the code of West Virginia, except that the writ
14 mentioned in the tenth section may be issued by the clerk upon
15 the order of the mayor of the city, and the notice contemplated
16 by the eleventh section shall be given to such officer.

Sec. 27. From all judgments by the mayor in cases other
2 than for violations of ordinances, appeals shall be allowed as
3 in similar cases before justices.

Solicitor

Sec. 28. It shall be the duty of the solicitor to prepare, when
2 directed by council, all ordinances for said city, to represent
3 the said city in all matters and proceedings in any court in
4 which the said city is interested, and counsel the said council
5 when requested; he shall receive as compensation for his serv-
6 ices, such sum as may be fixed by the council.

Health Officer

Sec. 29. The health officer shall perform such duties as may
2 be provided by any ordinance of said city or by resolution of
3 the council, and shall receive a salary at the rate of not more
4 than three hundred dollars per year. He shall receive no com-
5 pensation from said city, other than the salary herein provided.

Treasurer

Sec. 30. The treasurer may be any citizen, a bank or trust
2 company of said city, and shall be selected by council and may

3 hold office during the pleasure of the council. All money due
4 the city shall be paid to the clerk, and be by the clerk depos-
5 ited with the treasurer. The money deposited with the treas-
6 urer shall be disbursed only upon orders drawn against the
7 same, signed by the mayor and countersigned by the clerk. The
8 treasurer shall receipt to the clerk for all money paid by him,
9 and shall keep regular books of account, showing the amount
10 of the several funds paid or deposited with the treasurer by
11 said clerk, and shall make report to the council once a month
12 or at such other times as the council may direct, showing the
13 receipts and disbursements of the funds of the city, and the
14 treasurer shall produce his books of account to the council or
15 any committee of the same for inspection, upon the order of
16 the council.

17 The treasurer shall give bond with security to be approved
18 by the council, in a sum of not less than five thousand dollars
19 with condition that the said treasurer shall account and pay
20 over all money received for the account of said city, as may be
21 directed by the council. The said treasurer shall receive such
22 compensation as the council may fix, which shall not be more
23 than two hundred dollars *per annum*. Any bank or trust com-
24 pany of said city may act as treasurer of said city, and the
25 same shall be liable for all money deposited therein.

Street Commissioner

See. 31. The street commissioner shall perform such duties
2 as are now or may hereafter be imposed upon him by any
3 ordinance of said city, and shall receive such compensation
4 as may be fixed by the council.

City Engineer

See. 32. The city engineer shall be selected by the council,
2 and shall hold office during the pleasure of the council; he shall
3 perform such duties as may be required of him by the council
4 or by ordinance, and his compensation therefor shall be fixed
5 by the council.

Lien for Taxes

See. 33. There shall be a lien on real estate within said
2 city for the city taxes assessed thereon, and for all fines and
3 penalties assessed to or imposed upon the owners thereof, by
4 the authorities of said city, from the time the same are so as-
5 sessed or imposed, which shall have the priority over all other

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6 liens, except the lien for taxes due the state, county and dis-
7 trict; and which may be enforced by the council in the same
8 manner provided by law for the enforcement of the lien for
9 county taxes. If any real estate within said city be returned
10 delinquent for the non-payment of the delinquent taxes thereon,
11 a copy of such delinquent list may be certified by the council
12 to the auditor, and the same may be sold for the city taxes,
13 interest and commission thereon, in the same manner, at the
14 same time and by the same officer as real estate is sold for non-
15 payment of state taxes.

Sec. 34. The council shall have the authority to require a
2 city license as follows: for anything to be done, carried on or
3 exhibited in the city, for which a state license is now or may
4 hereafter be required, for the keeping of hacks, carriages, carts,
5 wagons, automobiles and other vehicles for hire within the
6 city, and for keeping of dogs within the city, and the council
7 may provide for the killing of all dogs, the keeping of which
8 is not so licensed. And upon all such licenses the council may
9 impose a reasonable tax for the use of the city.

Sec. 35. The council shall prescribe by ordinance the man-
2 ner in which licenses of all kinds may be applied for and
3 granted, and shall require the payment of the tax thereon to
4 be made to the clerk of said city before delivery to the person
5 applying therefor, and the provisions of section forty one of
6 chapter thirty-six of the acts of one thousand nine hundred
7 and five, and the provisions of section forty of chapter eighty-
8 two of the acts of one thousand nine hundred and seven, extra
9 session, of the legislature of West Virginia, relating to licenses,
10 shall govern the city in the granting of licenses similar in
11 character to those therein mentioned, except where otherwise
12 herein provided. Licenses for keeping dogs shall also expire
13 on the thirtieth day of June next after they are granted, and
14 all other licenses may be for such time as the council may de-
15 termine.

Sec. 36. The council shall have the right to institute pro-
2 ceedings in the name of the city for the condemnation of real
3 estate for streets, alleys, avenues, sewers, drains, market
4 grounds, city prison, or other work or purpose of public utility;
5 such proceedings shall conform to the provisions of chapter
6 forty-two of the code of West Virginia, and costs thereof shall

7 be borne by the city, except that in contests involving a hearing
8 in the circuit court, costs shall be recovered by the prevailing
9 party.

Clerk

Sec. 37. It shall be the duty of the city clerk to keep a
2 journal of the proceedings of the council and have charge of
3 and preserve the records, papers, contracts and other docu-
4 ments belonging to the city; it shall be his duty to attend the
5 sessions of the police court and keep an accurate record of its
6 proceedings, and all judgments shall be entered by him within
7 twenty-four hours after the same are rendered; he shall, in
8 case of sickness or disability of the mayor to act, or in case
9 of his absence from the city or during any vacancy in the
10 office of the mayor, perform the duties of mayor, and shall be
11 vested with all the powers necessary for the performance of
12 such duties; he shall also perform such other duties pertaining
13 to the fiscal affairs of the city, or otherwise, as may be re-
14 quired of him by this act or by the council.

15 The officer whose duty it is to make out the land books for
16 Marshall county shall, annually, at such compensation as may
17 be agreed upon with council, not later than the fifth day of
18 August, furnish to the clerk, showing in separate amounts
19 the aggregate value of all personal property and the aggre-
20 gate value of all the real estate in the city, as ascertained
21 from the land and personal property books of said county
22 for the current year; upon receiving said statement the clerk
23 shall present the same to council at a meeting to be held not
24 later than the second Tuesday in August, for the purpose of
25 determining the rate of levy in the said city for the current
26 year; as soon as the rate of levy shall have been fixed by
27 council, the clerk shall furnish the officer whose duty it is to
28 make out the land and personal property books, a certified
29 copy of the order of the council, fixing the rate of tax, and
30 such officer shall thereupon extend the tax against the prop-
31 erty situated in the city in the land and personal property
32 books in separate columns in said books.

33 The clerk shall, when the extended copies of the assessor's
34 books are completed and returned to the clerk of the county
35 court, have access to the same for the purpose of making out
36 the tax tickets of the taxes therein extended, and it shall be

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37 the duty of the clerk to make out all tax tickets, and when
38 the same have been examined, compared and approved by the
39 financial committee of the council and found to be correct,
40 they shall be turned over to the clerk not later than the tenth
41 day of September following the levy, whose receipt shall be
42 returned to the council and entered upon its record, and the
43 clerk shall be charged therewith.

44 The clerk shall give notice that said tax tickets are in his
45 hands for collection, stating the penalty for non-payment
46 thereof, and the time and place where the same may be paid,
47 which notice shall be published for fifteen days in one or more
48 newspapers published in said city.

49 To all persons who shall pay their taxes in full before the
50 first day of December next succeeding the said levy, there
51 shall be allowed a discount of two and one-half *per centum*
52 on the whole amount of the taxes so paid, and not otherwise.

53 The clerk shall immediately proceed to collect from the
54 persons by distraint or otherwise the entire amount of the
55 taxes with which they are severally charged therein, and re-
56 maining unpaid on the first day of January next succeeding
57 said levy, with interest at the rate of one *per centum per*
58 month from said first day of January until they are fully
59 paid.

60 All license taxes shall be payable on the first day of July
61 of each year, or at such time as such license may be issued.

62 The said clerk shall receive all taxes, assessments, fines and
63 costs and other money due the city authorized by this act, or
64 by any ordinance of said city, to be paid to the city, and shall
65 receipt for same; he shall keep an accurate account of all
66 money paid to him for the use of said city, showing under
67 separate accounts the amounts received for account of taxes,
68 sewer purposes, street pavement, licenses, fines and costs and
69 of other matters pertaining to his office, which shall at all
70 times be open to the inspection of the council or to any com-
71 mittee appointed by it for such purpose; he shall pay over
72 promptly all money which he may receive, within five days
73 after the receipt thereof into the hands of the treasurer of
74 said city, showing an itemized statement of the several funds
75 included in said payment, taking the treasurer's receipt there-
76 for; he shall keep his office at the office of the mayor, unless

77 otherwise ordered by the council, and shall keep his office
78 open for the transaction of business during usual business
79 hours, and as may be directed by council; he shall on or be-
80 fore the first day of January and July of each year and more
81 often if directed by council, present to the council a full, com-
82 plete and detailed statement of all money with which he is
83 chargeable, or that has been received by him from all sources
84 up to that time together with a statement of all money paid
85 to the treasurer, and proper receipts therefor, and he shall
86 at such times return a list of all taxes, levies, assessments
87 and other claims in his hands for collection which he has not
88 been able to collect by reason of insolvency, removal, or other
89 cause, to which list he shall append an affidavit that he has
90 used due diligence to collect the several items therein men-
91 tioned, but has been unable to do so, and if the council should
92 be satisfied as to the correctness of said list, it shall allow
93 him a credit for said claims, but may thereafter take such
94 lawful measures to collect the same as shall be by it pre-
95 scribed. The said clerk shall receive all taxes on licenses,
96 and receipt to the party paying the same by endorsement upon
97 the permit granted by order of the council and shall charge
98 himself with the amount received from the same, and report
99 to the council at the next regular meeting thereafter the
100 amount so received, and pay the same over to the treasurer,
101 taking his receipt for the same; he shall, upon the expiration
102 of his term of office, or upon the order of council, turn over
103 to his successor all money, books of account and other prop-
104 erty of said city in his possession; he shall receive such salary
105 as may be fixed by the council, which shall not be less than
106 at the rate of six hundred dollars, nor more than one thou-
107 sand dollars *per annum*.

108 The clerk of said city, before entering upon the discharge
109 of his duties, shall execute a bond conditioned for the faith-
110 ful performance of his duties in office and for the accounting
111 for and paying over, as required by law, all money which
112 may come into his hands by virtue of his office, with sureties
113 satisfactory to the council, payable to the City of Cameron,
114 in a penalty of not less than five thousand nor more than
115 ten thousand dollars, as the council may prescribe; he shall be
116 custodian of all bonds, notes, certificates and other evidence

117 of indebtedness to the city, together with all valuable papers
118 which may be placed in his possession by the council, except
119 that the bond of the clerk shall be deposited with the mayor;
120 he shall be chargeable with, and it shall be his duty to col-
121 lect, the city taxes, levies and assessments under such regu-
122 lations as may be prescribed by law and the ordinances of
123 the city; and in case the same are not paid within one month
124 after they are placed in his hands for collection, he may dis-
125 train and sell therefor in like manner and have the same
126 power and authority possessed by the officer charged with the
127 duty of collecting state taxes.

128 If the clerk shall fail to collect, account for and pay over
129 to the treasurer of said city any or all of the money with
130 which he may be chargeable, belonging to said city, according
131 to the conditions of his bond and orders of council, it shall be
132 lawful for the council to recover the same by action or mo-
133 tion, upon ten days' notice in the corporate name of the city,
134 in the circuit court of Marshall county, against him and his
135 sureties, or any or either of them, or his or their executors or
136 administrators.

Sidewalks

Sec. 38. After having caused a proper grade to be estab-
1 lished at the expense of the city, the council may require side-
2 walks or footways on the streets, avenues or alleys of the said
3 city to be paved with brick, concrete or such other suitable ma-
4 terial as the council may determine, under the direction of the
5 street commissioner, by the owners respectively of the lots, or
6 the fractional parts of lots, facing or abutting on such side-
7 walks or footways, and if the owner of any such sidewalk or
8 footway, or of the real property next adjacent thereto, shall
9 fail or refuse to pave the same in the manner or within the time
10 required by the council, it shall be the duty of the council to
11 cause the same to be done at the expense of the city, and to
12 assess the amount of such expense upon such owner, and the
13 clerk shall notify the owner of such lot the amount of such
14 assessment, and if the said assessment be not paid within thirty
15 days from the date of said notice, he shall cause a memorandum
16 showing the name of the owner of said lot, a description of the
17 lot and the amount of such assessment, to be filed in the office
18 of the clerk of the county court of Marshall county, which shall
19 be entered of record in the judgment lien docket in his office,
20

21 and the same shall constitute a lien on such property, which
22 may be enforced by a suit in the name of the city, in the circuit
23 court of Marshall county, as other liens against real estate are
24 enforced, and upon the payment of said assessment the clerk
25 shall issue to the person entitled thereto a release of said lien;
26 *provided, however,* that reasonable notice shall first be given to
27 said owners that they are required to construct such sidewalks
28 or footways, and in case the owner is a non-resident of the
29 state, the notice aforesaid may be given by publication for four
30 successive weeks in a newspaper published in said city. The
31 provisions of this section shall also apply to needed repairs to
32 any of the pavements of the city, and to the substitution of new
33 pavements for any which may have heretofore, or which may
34 be hereafter laid, and completed, and which may be deemed
35 insufficient.

Street Paving

See, 39. The council shall have the authority to provide that
2 any street, avenue or alley or any portion thereof, between the
3 curbstones, shall be macadamized, paved, repaved or resurfaced
4 with brick, concrete, asphalt, or other suitable material, upon
5 the lowest and best terms obtainable, after advertisement for
6 four weeks in one or more newspapers in the city, for bids and
7 proposals for the work; and two-thirds of the cost of such
8 macadamizing, paving, repaving or resurfacing, from curb to
9 each of such street, avenue or alley, shall be assessed to the
10 owners of lots, or fractional parts of lots, fronting or abutting
11 on such street, avenue or alley, that is to say: The property
12 owners on each side of said street, avenue or alley to be assessed
13 one-third of the cost of said improvements, to each property
14 owner a sum proportionate to the distance, or extent in feet by
15 him owned, and one-third of the sum so assessed shall be paid
16 by each property owner to the city within thirty days after the
17 completion of the work, and the remainder in two equal in-
18 stalments in six and twelve months thereafter, with interest
19 thereon at the rate of six *per centum per annum*, or at such
20 other times as the council may prescribe. The remaining one-
21 third of such expense, as well as the expense of improving the
22 intersections of streets, avenues or alleys, shall be defrayed by
23 the city. The council shall cause a notice to be published for
24 one week in a newspaper of said city, showing the owners of the
25 property and the number of feet fronting on said improvements,

26 as well as the time and place where the said council will pro-
27 ceed to fix said assessments as above provided, and giving notice
28 to any person having an interest in said property to appear and
29 show cause, if any they can, why such assessment should not be
30 made; and the council may, in making said assessments, con-
31 sider the petition of any person or corporation relative to the
32 inequality of said assessment, and may equalize and adjust the
33 same. The assessment to be made to any owner of real estate
34 shall constitute a lien on such estate; and like proceedings may
35 be had and taken to enforce such lien, or to recover from such
36 owner the amount of such assessment, or of any installment
37 thereof, as those provided for in the preceding section providing
38 for the laying of sidewalks. The council of said city may cause
39 an additional annual levy of fifteen cents on the one hundred
40 dollars of the ascertained value of all the real and personal
41 property within said city, or subject to taxation, for the pur-
42 pose only of defraying the expense of paving the streets, ave-
43 nues and alleys of said city as herein provided; such levy may
44 be made at the time the general levy is laid, and shall be col-
45 lected in like manner, but a separate account shall be kept of
46 the receipts and expenditures of such fund.

Levy

Sec. 40. The council shall cause to be made up annually,
1 and spread upon its minute book, an accurate estimate of all
2 items which are or may become lawfully chargeable against the
3 city, and which ought to be paid within one year, and it shall
4 order at a meeting held by it in the month of August in each
5 year, as provided by law, a levy of so much as will, in its judg-
6 ment, be necessary to pay the same; such levy shall be upon all
7 real and personal property otherwise subject to state and
8 county taxes, and an annual capitation tax of one dollar upon
9 each inhabitant of said city who has attained the age of
10 twenty-one years; *provided*, that such levy shall not exceed
11 the amount prescribed by statute law on every one hundred
12 dollars of the ascertained value of such property, except as
13 herein otherwise provided.

Financial Statement

Sec. 41. In the month of March of each year the council
2 shall cause to be published in a newspaper in the city, if there
3 be such published therein, at a compensation not to exceed the
4 rate as provided by law for like publications, for one issue, or

5 if no such newspaper be published therein, to publish in pamph-
6 let form not less than one hundred copies of a sworn statement
7 of the financial condition of said corporation; said statement
8 shall contain an itemized account of the receipts and expendi-
9 tures of the city, showing the source from which all the money
10 was derived, and the name of the person to whom an order was
11 issued, together with the amount of each order, and why such
12 order was issued, arranging the same under distinct heads, and
13 also a specific list of the debts of the city, showing the purpose
14 for which any debt was contracted, the time it becomes due, the
15 rate of interest, up to what time the interest thereon has been
16 paid, the amount of money in the treasury at the end of the
17 preceding administration, and the debts contracted by it; such
18 statement shall be prepared by the city every twelve months
19 and then shall be printed according to the provisions of this
20 section. Either method of making this report shall be sworn to
21 by the clerk, by the mayor and members of the finance com-
22 mittee of the council. One copy of such printed report shall
23 be delivered to the judge of the circuit court, one to the clerk
24 of the county court, and one to the clerk of the circuit court of
25 Marshall county, and one shall be kept as a part of the records
26 of the city, and the remainder shall be held for distribution as
27 called for by the taxpayers of the city.

28 If council fail or refuse to perform the duties herein named,
29 every member of such council and the clerk thereof concurring
30 in such failure or refusal shall be guilty of a misdemeanor, and
31 upon conviction thereof shall be fined not less than ten dollars
32 nor more than one hundred dollars.

33 See. 42. The municipal authorities of said city shall have the
34 power and authority to issue and make sale of the bonds of the
35 said city and to apply the proceeds to the payment for any gen-
36 eral improvement therein, or to any debt or obligation of the
37 said city, as may be now or hereafter provided by general law,
38 or may submit to the voters of said city the question of making
39 an additional levy, and if three fifths of the votes cast therein
40 be in favor of such increased levy, the council shall levy the
41 same.

42 See. 43. The City of Cameron shall succeed to all the rights,
43 powers and responsibilities, and be vested with title to all prop-
44 erty of the Town of Cameron and the City of Cameron as hereto-
45 fore existing and all officers of said city acting as such at the

5 time this act takes effect shall continue to so act until their
6 successors are elected and qualified in the manner provided in
7 section six of this act, and such ordinances as are in force and
8 effect at such time shall continue in full operation until amended,
9 repealed or superseded by action of the council of said city.

Sec. 14. The council shall have the power to combine the
2 offices of clerk, chief of police, street commissioner and such
3 other offices as the council may determine, into one office to be
4 administered by one person to be designated as city manager,
5 and who shall be appointed by the council to serve during its
6 will and pleasure, and who may be appointed from within or
7 without the city and shall receive a salary not to exceed two
8 thousand dollars *per annum*.

Sec. 15. Chapter sixty-eight of the acts of the legislature of
2 the year one thousand nine hundred and twenty-three, relating
3 to the charter of the City of Cameron in Marshall county, and
4 all other acts or parts of acts, coming within the purview of this
5 act, and inconsistent herewith, are hereby repealed.

CHAPTER 11

(House Bill No. 34 --Mr. Massie.)

AN ACT to amend and re enact section twenty-eight of chapter
seventy-two of the acts of the legislature of nineteen hundred
and twenty-three, relating to the charter of the city of Prince-
ton, in the county of Mercer.

[Passed April 22, 1927. In effect from passage. Became a law without the
approval of the Governor.]

Sec.
28. General powers of council.

Be it enacted by the Legislature of West Virginia:

That section twenty-eight of chapter seventy-two of the acts of
the legislature of one thousand nine hundred and twenty-three re-
lating to the charter of the City of Princeton, be amended and re-
enacted so as to read as follows:

Section 28. The council of said city shall have power to lay
2 off, vacate, close, open, alter, grade, improve and keep in
3 good repair the roads and streets, alleys, pavements, sidewalks,

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

The City of Cameron, s. s.:

I, Thomas Stern do solemnly swear
that I will support the Constitution of the United States and the Con-
stitution of the State of West Virginia and that I will faithfully perform
the duties of Mayor in and
for the City of Cameron, Marshall County, West Virginia according to
the best of my judgment and ability, so help me God.

Thomas Stern

Subscribed and sworn to before me by above named.

Thomas Stern this 1st day of February, 1996

Pamela J Hoyt, Clerk

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

The City of Cameron, s. s.:

I, Charles Manning do solemnly swear
that I will support the Constitution of the United States and the Con-
stitution of the State of West Virginia and that I will faithfully perform
the duties of Councilperson in and
for the City of Cameron, Marshall County, West Virginia according to
the best of my judgment and ability, so help me God.

Charles Manning

Subscribed and sworn to before me by above named.

Charles Manning this 1st day of February, 1996

Pamela J Hoyt, Clerk

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

The City of Cameron, s. s.:

I, Judy Hunt do solemnly swear
that I will support the Constitution of the United States and the Con-
stitution of the State of West Virginia and that I will faithfully perform
the duties of City Clerk in and
for the City of Cameron, Marshall County, West Virginia according to
the best of my judgment and ability, so help me God.

Judy Hunt

Subscribed and sworn to before me by above named.

this 13th day of December, 19 96

Thomas Stern

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

The City of Cameron, s. s.:

I, Helen McMasters do solemnly swear
that I will support the Constitution of the United States and the Con-
stitution of the State of West Virginia and that I will faithfully perform
the duties of Councilperson in and
for the City of Cameron, Marshall County, West Virginia according to
the best of my judgment and ability, so help me God.

Helen M^c Masters

Subscribed and sworn to before me by above named.

~~Helen McMasters~~ this 1st day of February, 1996

Patricia J. Hoyt, Clerk

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

The City of Cameron, s. s.:

I, Charles Okel do solemnly swear
that I will support the Constitution of the United States and the Con-
stitution of the State of West Virginia and that I will faithfully perform
the duties of Councilperson in and
for the City of Cameron, Marshall County, West Virginia according to
the best of my judgment and ability, so help me God.

Charles E. Okel

Subscribed and sworn to before me by above named.

Charles Okel this 1st day of February, 1994

Patricia J. Hoyt, Clerk

STATE OF WEST VIRGINIA
COUNTY OF MARSHALL. TO-WIT:

The City of Cameron, s. s.:

I, Sandra Kennedy do solemnly swear
that I will support the Constitution of the United States and the Con-
stitution of the State of West Virginia and that I will faithfully perform
the duties of Councilperson in and
for the City of Cameron, Marshall County, West Virginia according to
the best of my judgment and ability, so help me God.

Sandra Kennedy

Subscribed and sworn to before me by above named.

Sandra Kennedy this 1st day of July, 1994

Pamela J. Hoyt, Clerk

STATE OF WEST VIRGINIA
COUNTY OF MARSHALL. TO-WIT:

The City of Cameron, s. s.:

I, James Wilson do solemnly swear
that I will support the Constitution of the United States and the Con-
stitution of the State of West Virginia and that I will faithfully perform
the duties of Councilperson in and
for the City of Cameron, Marshall County, West Virginia according to
the best of my judgment and ability, so help me God.

James Wilson

Subscribed and sworn to before me by above named.

James Wilson this 1st day of February, 1994

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

The City of Cameron, s. s.:

I, Larry Hartley do solemnly swear
that I will support the Constitution of the United States and the Con-
stitution of the State of West Virginia and that I will faithfully perform
the duties of Councilperson in and
for the City of Cameron, Marshall County, West Virginia according to
the best of my judgment and ability, so help me God.

Larry O. Hartley

Subscribed and sworn to before me by above named.

Larry Hartley this 1st day of February, 1996

Penula J. Hoyt, Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CAMERON ADOPTING RATES AND CHARGES FOR THE USE OF SEWAGE SERVICE PROVIDED BY THE CITY OF CAMERON AND SETTING AN EFFECTIVE DATE FOR SUCH RATES.

WHEREAS, the City of Cameron has a duty to provide quality sewage service to the residents of the City and surrounding areas; and

WHEREAS, the rates and charges for such services are required by law to be just, reasonable, nondiscriminatory, nonpreferential and based primarily on the costs of service to the residents of the City and surrounding areas; and

WHEREAS, the Council of the City of Cameron finds that the sewage rates as they are presently structured are not reflective of the increased costs of providing the service; and

WHEREAS, the Council of the City of Cameron further finds that major capital improvement costs and increased operational expenses have been and will be incurred in order to maintain the reliability of the system and the quality of the service.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CAMERON:

Section 1. The rates, fees and charges approved by the Council of the City of Cameron on April 17, 1995, are hereby repealed.

Section 2. The rates, fees and charges, as shown on Schedules 1 and 2, which are attached hereto and to be read as a part hereof and incorporated herein, are hereby fixed and determined to be the rates, fees and charges to be charged to customers of the sewage facilities of the City throughout the territory served.

Section 3. 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 resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflicts, hereby repealed; and to the extent that the provisions of this Ordinance

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

Section 4. After introduction of this Ordinance, and before it is finally enacted, notice of a hearing, at which all the users of the sewage service of the City of Cameron and owners of property served or to be served thereby and others interested shall have an opportunity to appear and be heard concerning the proposed rates, shall be given by the City Clerk by publication as a Class II-0 legal advertisement in compliance with the provisions of West Virginia Code §§ 59-3-1 et seq. The first publication shall be had at least ten (10) days before the proposed enactment of the Ordinance.

Section 5. A reasonable number of copies of the proposed ordinance will be kept at the City Clerk's Office and will be available for public inspection.

Section 6. After enactment of this Ordinance, the City Clerk shall cause same to be published as a Class II legal advertisement in compliance with the provisions of West Virginia Code §§ 59-3-1 et seq., giving notice that thirty percent (30%) of the qualified voters of the City, by written petition filed with the City Council within fifteen (15) days after the expiration of such publication, may prevent the ordinance from becoming effective until ratified by a majority of the votes cast by the duly qualified voters of the City of Cameron by an election duly and regularly held as provided by the regulations and ordinances of the City.

Section 7. The City of Cameron shall give its customers such reasonable notice of intent to effect a rate change in the month next preceding the month in which the rate change is to become effective, as will allow filing of timely objections to the rate change.

Section 8. The City Clerk shall file the rates and charges adopted by this Ordinance with the Public Service Commission of the State of West Virginia together with such information showing the basis of such rates and charges as the Commission deems necessary.

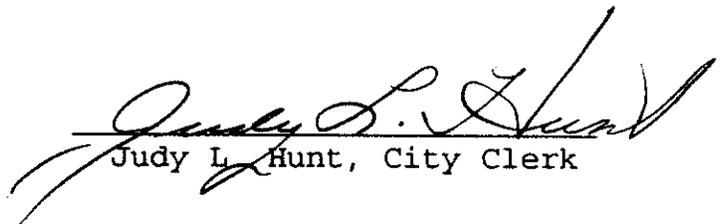
Section 9. Any customer aggrieved by the changed rate may, within thirty days of the adoption of this Ordinance, either: (a) present to the Public Service Commission a petition signed by not

less than twenty-five percent of the customers served by the City of Cameron protesting that rate change; or (b) if served by the City of Cameron and who resides outside the corporate limits and who is affected by the change in that rates or charges, may present to the Public Service Commission a petition alleging discrimination between customers within and without the City boundaries. That petition shall be accompanied by evidence of discrimination; or (c) if affected by that change in rates who resides within the City boundaries, may present to the Public Service Commission a petition alleging discrimination between that customer or group or customers and other customers of the City of Cameron. That petition shall be accompanied by evidence of discrimination.

Section 10. The rates and charges adopted by this Ordinance shall be effective not sooner than forty-five days after its passage. The rates shall become effective May 1, 1997.

PASSED: March 3, 1997
First Reading

PASSED: March 17, 1997
Second Reading


Judy L. Hunt, City Clerk

SCHEDULE NO. 1

Sewer rates applicable within the corporate limits of Cameron, Marshall County.

AVAILABILITY OF SERVICE

Availability for general domestic, commercial and industrial service.

RATE

Metered Customers (Based upon the metered amount of water supplied)

0	to	2,000 gal. used per month	\$ 19.00 (Minimum Bill)	(A)
Next		4,000 gal. used per month	2.80 per 1,000 gal.	
Next		4,000 gal. used per month	2.50 per 1,000 gal.	
Next		10,000 gal. used per month	2.30 per 1,000 gal.	
All Over		20,000 gal. used per month	1.50 per 1,000 gal.	

Unmetered Customers

All unmetered customers will be charged a flat rate of \$19.00 per month. (A)

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the net amount shown. This delayed payment penalty is not interest and is only to be collected once for each bill where it is appropriate.

TAPPING CHARGE

A tap charge of \$150.00, payable in advance, will be made to all applicants after the intercepts have been installed.

(A) Indicates advance

SCHEDULE NO. 2

Sewer rates applicable outside the corporate limits of Cameron, Marshall County.

AVAILABILITY OF SERVICE

Availability for general domestic, commercial and industrial service.

RATE

Metered Customers (Based upon the metered amount of water supplied)

0	to	2,000 gal. used per month	\$ 19.00 (Minimum Bill)	(A)
Next		4,000 gal. used per month	2.95 per 1,000 gal.	
Next		4,000 gal. used per month	2.50 per 1,000 gal.	
Next		10,000 gal. used per month	2.30 per 1,000 gal.	
All Over		20,000 gal. used per month	1.50 per 1,000 gal.	

Unmetered Customers

All unmetered customers will be charged a flat rate of \$19.00 per month. (A)

DELAYED PAYMENT PENALTY

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TAPPING CHARGE

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(A) Indicates advance

AFFIDAVIT OF PUBLICATION

STATE OF WEST VIRGINIA,
 COUNTY OF MARSHALL, to wit:

I, Marian Walton, being first duly sworn upon my oath, do depose and say:

- that I am Co-Publisher of the MOUNDSVILLE DAILY ECHO, a Democratic newspaper;
- that I have been duly authorized to execute this affidavit;
- that such newspaper has been published for over 103 years, is regularly published afternoons daily except Sundays, for at least fifty weeks during the calendar year, in the municipality of Moundsville, Marshall County, West Virginia.
- that such newspaper is a newspaper of "general circulation" as defined in Art. 3, Chap. 59 of the Code of West Virginia 1931 as amended, within Moundsville and Marshall County;
- that such newspaper averages in length four or more pages, exclusive of any cover, per issue;
- that such newspaper is circulated to the general public at a definite price or consideration;
- that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature and for current happenings, announcements, miscellaneous reading matters, advertisements and other notices;
- and that the annexed notice described as follows:

PARTY(ies)

City of Cameron

NATURE (and agency if heard before one)

water rates

CERTIF-BILL TO

City of Cameron
 44 Main st.
 Cameron Wv 26033

WAS PUBLISHED IN SAID NEWSPAPER AS FOLLOWS:

TIMES	DATES
2	March 5, 12, 1997

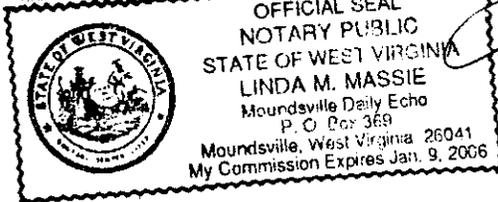
By WORDS	PUBLICATION CHARGES
615@.1225	\$75.34

(signed) Marian Walton

NOTARIZATION

Taken, sworn to and subscribed before me this

of March 9, 1997



14th
Linda M. Massie
 Notary public

40

LEGAL ADVERTISEMENT NOTICE

Notice is hereby given that the Council of the City of Cameron will hold a public hearing on March 17, 1997, at 7:30 P.M. in the City Council Chambers, City Hall, 44 Main Street, Cameron, West Virginia, on the proposed rates and charges for the use of sewage service provided by the City of Cameron in the following schedule.

The users of the works and owners of property served or to be served thereby and others interested shall have an opportunity to be heard concerning the proposed rates or charges.

SCHEDULE NO. 1

Sewer rates applicable within the corporate limits of Cameron, Marshall County.

AVAILABILITY OF SERVICE

Availability for general domestic, commercial and industrial service.

RATE

Metered Customers (Based upon the metered amount of water supplied)

0 to 2,000 gal. used per month, \$19.00 (Minimum Bill) (A)

Next, 4,000 gal. used per month, 2.80 per 1,000 gal.

Next, 4,000 gal. used per month, 2.50 per 1,000 gal.

Next, 10,000 gal. used per month, 2.30 per 1,000 gal.

All Over, 20,000 gal. used per month, 1.50 per 1,000 gal.

Unmetered Customers

All unmetered customers will be charged a flat rate of \$19.00 per month. (A)

DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the net amount shown. This delayed payment penalty is not interest and is only to be collected once for each bill where it is appropriate.

TAPPING CHARGE

A tapping charge of \$150.00, payable in advance, will be made to all applicants after the intercepts have been installed.

(A) Indicates advance

SCHEDULE NO. 2

Sewer rates applicable outside the corporate limits of Cameron, Marshall County.

AVAILABILITY OF SERVICE

Availability for general domestic, commercial and industrial service.

RATE

Metered Customers (Based upon the metered amount of water supplied)

0 to 2,000 gal. used per month,

16A

month, 2.95 per 1,000 gal.

Next 4,000 gal. used per month,
2.50 per 1,000 gal.

Next 10,000 gal. used per
month, 2.30 per 1,000 gal.

All Over 20,000 gal. used per
month, 1.50 per 1,000 gal.

Unmetered Customers

All unmetered customers will
be charged a flat rate of \$19.00 per
month. (A)

DELAYED PAYMENT

PENALTY

The above schedule is net. On
all accounts not paid in full within
twenty (20) days of date of bill, ten
percent (10%) will be added to the
net amount shown. This delayed
payment penalty is not interest and
is only to be collected once for each
bill.

TAPPING CHARGE

A tap charge of \$150.00,
payable in advance, will be made to
all applicants after the intercepts
have been installed.

(A) Indicates advance

JUDY L. HUNT

City Clerk

Publish: March 5, 12, 1997.

NOTICE

is hereby given that the Council of the City of Cameron will hold a public hearing on March 17, 1997, at 7:30 P.M., in the City Council Chambers, City Hall, 44 Main Street, Cameron, West Virginia, on the proposed rates and charges for the use of sewage service provided by the City of Cameron in the following schedule.

The users of the works and owners of property served or to be served thereby and others interested shall have an opportunity to be heard concerning the proposed rates or charges.

SCHEDULE NO. 1

Sewer rates applicable within the corporate limits of Cameron, Marshall County.

AVAILABILITY OF SERVICE

Availability for general domestic, commercial and industrial service.

RATE

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Next 4,000 gal. used per month 2.50 per 1,000 gal.
Next 10,000 gal. used per month 2.30 per 1,000 gal.
All Over 20,000 gal. used per month 1.50 per 1,000 gal.

Unmetered Customers
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DELAYED PAYMENT PENALTY

The above schedule is net. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the net amount shown. This delayed payment penalty is not interest and is only to be collected once for each bill where it is appropriate.

TAPPING CHARGE

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(A) Indicates advance

SCHEDULE NO. 2

Sewer rates applicable outside the corporate limits of Cameron, Marshall County.

AVAILABILITY OF SERVICE

Availability for general domestic, commercial and industrial service.

RATE

Metered Customers (Based upon the metered amount of water supplied)
0 to 2,000 gal. used per month \$19.00 (Minimum Bill) (A)
Next 4,000 gal. used per month 2.95 per 1,000 gal.
Next 4,000 gal. used per month 2.50 per 1,000 gal.
Next 10,000 gal. used per month 2.30 per 1,000 gal.
All Over to 20,000 gal. used per month 1.50 per 1,000 gal.

Unmetered customers
all unmetered customers will be charged a flat rate of \$19.00 per month. (A)

DELAYED PAYMENT PENALTY

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TAPPING CHARGE

A tap charge of \$150.00, payable in advance, will be made to all applicants after the intercepts have been installed.

(A) Indicates advance

Judy L. Hunt
City Clerk

N.R. Mar. 5, 12, 1997

STATE OF WEST VIRGINIA,
COUNTY OF OHIO.

I, Bonnie Mattern for the publisher of the

WHEELING NEWS-REGISTER newspapers published in the CITY OF
WHEELING INTELLIGENCERxx

WHEELING, STATE OF WEST VIRGINIA, hereby certify that the annexed publication
was inserted in said newspaper on the following dates:

March 5, 12, 1997

commencing on the 5 day of March, 19 97

Given under my hand this 18 day of March, 19 97

Bonnie Mattern

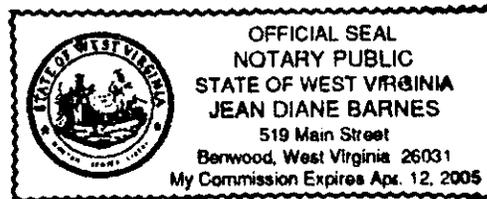
Sworn to and subscribed before me this 15th day of

March 19 97 at WHEELING, OHIO COUNTY, WEST VIRGINIA

Jean Diane Barnes
Notary Public

of, in and for OHIO COUNTY, WEST VIRGINIA.

My Commission expires April 12, 2005



39

168

2.50 per 1,000 gal.
Next 4,000 gal. used per month,
month, 2.95 per 1,000 gal.

STATE OF WEST VIRGINIA, COUNTY OF MARSHALL, CITY OF CAMERON, MARCH 3, 1997

The City Council of the City of Cameron met in regular session on March 3, 1997 in the Council Chambers of the Benedum Building. Mayor Thomas Stern called the meeting to order at 7:30 p.m. City Clerk Judy Hunt called the roll call and the following Councilperson were present: Larry Hartley, Sandra Kennedy, Charles Manning, Helen McMasters, Charles Okel, and James Wilson. Others present: City Attorney Paul Boos.

MINUTES:

Councilperson Larry Hartley moved to approve the minutes for the February 17, 1997 Council meeting, seconded by Councilperson Sandra Kennedy. Motion carried by unanimous vote of Council.

PUBLIC HEARING:

Under the leadership of Jim Lyons and Bill Fox, the following Boy Scouts from Troop #92 were present to observe the operations of City Government: Michael Lyons, Jason Cumpston, Lucas Neely, Casey Fox, Dustin Neely, and Josh Cumpston.

Jim Lyons informed Council that the Scouts would be taking notes and then later a group discussion would be held on Council communications.

ATTORNEY ITEMS:

Attorney Boos advised Council that the public hearing notice for the sewer rate increase will be published March 5, 1997 and March 12, 1997.

A copy of the notice that the rate increase will be effective May 1, 1997 and a copy of the rate schedules must be mailed out April 1 with the utility bills.

Attorney Boos informed Council that the State Code states the City can have a building code but must adopt the State Building Code in its entirety. Cities are limited to what they can do with the City ordinances because the State does not permit much discretion from National Building Codes. The Council needs to decide if they want existing structures to comply with the State Building Code regulations. Attorney Boos further brought to Council's attention that the BOCA National Property Maintenance Code is not self-enforcing and a board of appeals of qualified people must be established. This State Building Code is not designed for smaller communities, but is available and Council should be aware of what they are undertaking. If code is adopted, it would require the city to hire a building inspector who has their electrical and plumbing certification. Adoption of the State Building Code will not resolve all the city's demolitions problems. City funds may

have to be spent for the cost of the demolition and then a lien placed on the owner's property.

Received a counter claim from Cameron Gas Company for services rendered to the City in the amount of \$20,000. Attorney Boos filed an answer denying the claim. Boos said it is time to turn up the heat. He will call Robin Capehart to find out if there is any personal liability.

Councilperson Manning asked Mr. Boos if any legal action had been taken against Kenny Newman. Boos advised he needed to get with the City Clerk on new B&O cases to file.

Councilperson Hartley stated he is very unhappy with the right-of-way clean-up agreement. Use of the fields will begin April 1. Mr. Boos will look into it and send a letter.

MAYOR ITEMS:

All items have been received to change filters at the Water Plant.

Will be contacting the State this month regarding stocking of the dam.

Robinson Piping opened up storm drain on Church Street and sewer line on 12 Wiley Avenue.

Storm drains and ditches need cleaned out after hard rain.

Will attempt to get third option at \$16.82 with Triax Cable.

Mayor Stern voiced in was quite upset regarding the Marshall County Board of Education School Bond Issue. The bond issue was passed for Cameron but Moundsville is still getting \$5 million. Outlining areas should have received some of the monies.

FINANCE REPORT:

Councilperson Kennedy presented the following Financial Report on checking account balances: General Fund \$24,828, Water Fund \$10,682, Sewer Fund \$29,778, Fire Protection Fund, \$787, Recreation Fund \$41 and Coal Severance Tax Fund \$1,679.

RECREATION:

Councilperson Hartley stated he is in the process of getting copies of invoices in order to receive the final amount on the ballfield grant.

Councilperson Hartley said iron workers will do back stops for dug-outs.

Mayor Stern advised that he met with Reid Whipkey and Keith Galentine at the City Pool and determined an estimated cost of \$14,000 for maintenance and repairs needed at the pool. A letter will be sent to Bernie Twigg requesting funding from the Evan G. Roberts Trust Fund.

Councilperson Kennedy asked the Mayor to inquire about the \$20,000 the City has not yet received for the Fitness Center.

WATER:

Councilperson Kennedy has had complaints about low water pressure on Gable Avenue.

Councilperson McMasters asked if anything could be done about water running in front of her house.

STREETS:

Councilperson Hartley advised that Dept. of Highways should be contacted about the pothole repairs needed on the route 250 project detour road. Mayor will contact them tomorrow.

Discussion was held on sidewalk replacement. Councilperson Kennedy questioned if there was still a procedure to assess property owners for replacement of sidewalks. Attorney Boos advised that yes there is still a procedure for sidewalk assessment based on front footage of the owner's property, or sale of bonds. The same applies to street paving.

Discussion was held regarding have city crews help pick up items around city with dump truck during clean-up April 12.

Councilperson Kennedy told Council that Susan Riley does not want the freight station torn down. Thinks it would be worth having an architect come in a look at the building to estimate cost of preservation of the building. An architect could advise if it would be feasible or not to restore it. She would be happy for someone to come up from the Conservation Office. No Trespassing Signs should be posted.

FIRE/BUILDING:

Councilperson Hartley asked if two crews could be obtained through the Summer Youth Program. One crew for the Fire Department and one for the City.

Denial Hennen is building a new structure to be used for his barber business on Bridge Street. He has obtained building permits and will comply with FEMA requirements.

POLICE:

Mayor Stern advised the new cruiser should be in approximately March 10th.

OLD BUSINESS:

Councilperson Kennedy moved to bring the Historic Landmark Commission ordinance off the table and pass it on second reading in order for CLG to receive grant money, seconded by Councilperson Manning. Motion carried unanimously.

ORDINANCE - AN ORDINANCE OF THE COUNCIL OF THE CITY OF CAMERON AMENDING THE CODE OF THE CITY OF CAMERON BY ADDING THERETO CHAPTER 12A, HISTORIC LANDMARK COMMISSION (SECOND READING)

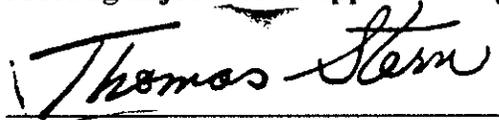
Councilperson Kennedy moved to adopt the above ordinance on second reading, seconded by Councilperson Manning. Motion carried by unanimous vote.

NEW BUSINESS:

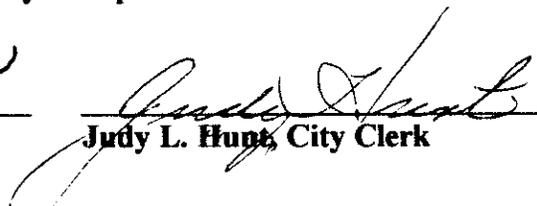
✓ **ORDNANCE - AN ORDINANCE OF THE COUNCIL OF THE CITY OF CAMERON ADOPTING RATES AND CHARGES FOR THE USE OF SEWAGE SERVICE PROVIDED BY THE CITY OF CAMERON AND SETTING AN EFFECTIVE DATE FOR SUCH RATES (FIRST READING)**

Councilperson Hartley moved to accept the above ordinance on first reading, seconded by Councilperson Manning. Motion carried by unanimous vote of Council.

Councilperson Hartley moved to adjourn, seconded by Councilperson Wilson. Meeting adjourned at approximately 9:20 p.m.



Thomas Stern, Mayor



Judy L. Hunt, City Clerk

STATE OF WEST VIRGINIA, COUNTY OF MARSHALL, CITY OF CAMERON, MARCH 17, 1997.

The City Council of the City of Cameron met in regular session on March 17, 1997 in the council chambers of the Benedum building. Mayor Thomas Stern called the meeting to order at 7:30 p.m. City Clerk Judy Hunt called the roll call and the following Councilpersons were present: Larry Hartley, Charles Manning, Charles Okel, and James Wilson. Absent: Sandra Kennedy and Helen McMasters.

✓ **PUBLIC HEARING - SEWER RATE INCREASE:**

No citizens were present to speak about the sewer rate increase.

Dan Gilligan, from Lennon, Smith, Souleret Engineering, Inc. was present to answer questions regarding the proposed sewer rate increase.

Councilperson Manning was contacted by a citizen residing at 19 Maple Avenue who was concerned about what would happen to individuals who could not afford to pay. He advised that he was certain an payment arrangement could be worked out.

Councilperson Manning questioned if there was a requirement to save part of the revenues for maintenance of the system and if the system had the capability to add other customers to the system. Mr. Gilligan answered yes to both of these questions and further added that a Class II Operator would be required for the new plant and that allowance had been made for one in the financial proposal.

Councilperson Okel had a lady concerned about the rate structure and it seemed that she was misinformed. Okel stated it was her understanding that the \$9 increase was for the first 2,000 gallons of usage. He told her he understood the \$9 increase was for the first 4,500 gallons of usage. City Clerk Hunt advised the increase of \$9 is on the first 2,000 gallons of usage.

Councilperson Okel voiced that his main concern was to make sure everything is built into the financial plan because if he is not here the next 25 years he wants to be certain the plan will cover the existing debt service. The general attitude is council should do what is best for the city overall because in the past things have been done just to get by and now the present council has to take the heat.

Dan Gilligan stated that the state has been filing criminal complaints against the city since 1988. However, due to the financial position of the City nothing has been done.

Councilperson Okel also said that council can no longer procrastinate due to complaints filed in County Court regarding the present system. Council must go forward.

Councilperson Okel also said that council can no longer procrastinate due to complaints filed in County Court regarding the present system. Council must go forward.

City Clerk Hunt advised if action was not taken to resolve existing sewer problems that the plant would go into receivership and the state would set their own rates to resolve the problems.

Dan Gilligan informed Council he had a copy of the rate structure throughout the state and that the City of Cameron rates are in the median range compared to other city rates. People on the low end of the scale do not have treatment plants.

Councilperson Wilson stated he believed it would be good for the City Clerk to have a copy for the purpose of answering customers questions.

Dan Gilligan advised the increase is imperative in order to be eligible for a low interest loan from the State Revolving Fund for the design phase of the project. The City would not be eligible if rates are not increased. Also this increase will expedite the project, we could be into the design phase in a month and a half. Then council can go back to the Infrastructure Council for the balance of the project for up front cost.

Without this increase the City cannot go forward with the project.

Dan Gilligan advised that based on the initial engineering analysis it was thought that

the entire collection system needed replaced. No one understood the collection system was needed, just the treatment plant. During field work it was discovered that 25% of residents was not connected to the system and that it was possible to upgrade the system without replacing the entire system.

If rate increase is adopted tonight it will be effective May 1, 1997.

Dan Gilligan advised application was submitted to the State Revolving Fund February 3, 1997. The Federal procurement requirements differ from the State procurement requirements. Design cost is required to be broken out. He will segregate the cost and have completed next week.

GENERAL PUBLIC HEARING:

Gordon Stewart was present to speak to Council about the Spring Clean-up April 12, 1997. Mr. Stewart is attempting to get as many volunteers as possible to help with the clean-up. The Boy Scouts under supervision of Jim Lyons will be passing out flyers advertising Spring Clean-up. Mr. Stewart requested City Council to endorse the program.

Councilperson Hartley said he thought it was a wonderful idea and commended Mr. Stewart for looking over the project.

ATTORNEY ITEMS:

Spoke with Robin Capehart in reference to Cameron Gas. Unfortunately, he would not give legal advise because he has performed legal services for Cameron Gas. Attorney Boos advised he would have information by next meeting.

Attorney Boos informed Council he mailed a letter March 17, 1997 to Pamela Locovicz Spence, Esq. regarding the right-of-way easement for the ballfield property executed by Mayor Stern on September 16, 1996 with Marshall County Public Service District No. 4. The work according to the agreement has not been performed to the reasonable satisfaction of the City.

Attorney Boos requested municipal court files for Williamson and Yeater cases that were appealed to Circuit Court. Mayor Stern gave Mr. Boos the above mentioned files.

An ordinance concerning requirements for helmet use while operating a bicycle was presented by Attorney Boos.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF CAMERON AMENDING THE CODE OF THE CITY OF CAMERON BY ADDING THERETO SECTION 15-144A, REQUIREMENTS FOR HELMET USE (FIRST READING)

Councilperson Okel moved to adopt the above ordinance on first reading, seconded by Councilperson Manning. Motion carried by unanimous vote of Council.

Attorney Boos advised he had information regarding sidewalk assessments but since Councilperson Kennedy requested the information and was not present he would delay in presenting information until next meeting.

MAYOR ITEMS:

1. One of the two main filters were changed on one side of the Water Plant. The other side will be completed tomorrow.

2. Lease agreement for the 1997 police cruiser was signed with One Valley Bank. Chuck Holtz went to pick-up new cruiser today. It is parked in the City parking lot if Councilpersons wish to look at it.

3. Will be in Charleston March 28th to acquire money for Recreation, Pool, Reservoir and black top for roads tied into the Rt. 250 project (Main Street and West Street).

4. Have not heard any news regarding an advance from the Evan G. Roberts Trust Fund for the pool.

5. Met with Rohrig Sanitation today regarding franchise agreement. Rohrig is wanting a refuse rate increase of \$1 per month. Mayor Stern asked them to check into what the increase would be for a franchise fee of \$5,000 a year. Rohrig will collect the requested information and get back to him. Councilperson Manning suggested soliciting bids from other refuse companies.

6. A Special Council Meeting will be held March 24, 1997 to discuss and adopt the 1997-98 proposed budget.

RECREATION:

Councilperson Hartley advised that Iron Workers are putting back stops in and one dugout is done. Also road was graveled. Other work will be completed this Saturday. Councilperson Hartley will be making a trip to Charleston concerning funding for the ballfield lighting. Will get new estimate on the cost. Hartley believes \$25,000 will be enough to complete the ballfield.

WATER:

Mayor Stern advised that 4 more hydrants will be purchased to be placed on Hillcrest Avenue as well as a new water line.

Councilperson Hartley questioned why the hydrants were needed because firemen cannot get fire truck up there. Mayor Stern will met with Duncan Arnett and review the situation.

SEWER:

Robinson Pipe Company had to be contacted to unplug the main sewer line.

STREET:

Councilperson Wilson reported that huge holes on Hillcrest Avenue need fixed.

FIRE:

Councilperson Hartley asked to have leaves removed by Fire Department the area. City Clerk will advise Street crew to clean them up.

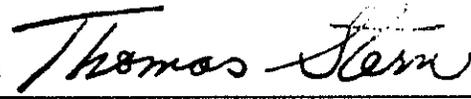
Wayne Chambers wants to mow the grounds at the City dam.

OLD BUSINESS:

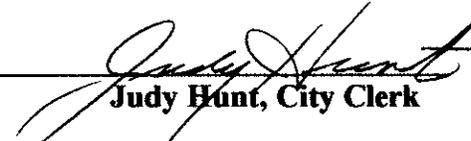
✓ Mayor Stern read the following ordinance by title only: **ORDINANCE - AN ORDINANCE OF THE COUNCIL OF THE CITY OF CAMERON ADOPTING RATES AND CHARGES FOR THE USE OF SEWAGE SERVICE PROVIDED BY THE CITY OF CAMERON AND SETTING AND EFFECTIVE DATE FOR SUCH RATES (SECOND READING)**

Councilperson Hartley moved to adopt the above ordinance on second reading, seconded by Councilperson Manning. Motion carried unanimously.

Councilperson Wilson moved to adjourn meeting at approximately 8:55 p.m.



Thomas Stern Mayor



Judy Hunt, City Clerk

AFFIDAVIT OF PUBLICATION

STATE OF WEST VIRGINIA,
COUNTY OF MARSHALL, to wit:

I, Marian Walton, being first duly sworn upon my oath, do depose and say:
 • that I am Co-Publisher of the MOUNDSVILLE DAILY ECHO, a Democratic newspaper;
 • that I have been duly authorized to execute this affidavit;
 • that such newspaper has been published for over 103 years, is regularly published afternoons daily except Sundays, for at least fifty weeks during the calendar year, in the municipality of Moundsville, Marshall County, West Virginia.
 • that such newspaper is a newspaper of "general circulation" as defined in Art. 3, Chsp. 59 of the Code of West Virginia 1931 as amended, within Moundsville and Marshall County;
 • that such newspaper averages in length four or more pages, exclusive of any cover, per issue;
 • that such newspaper is circulated to the general public at a definite price or consideration;
 • that such newspaper is a newspaper to which the general public resorts for passing events of a political, religious, commercial and social nature and for current happenings, announcements, miscellaneous reading matters, advertisements and other notices;
 • and that the annexed notice described as follows:

PARTY(ies)

City of Cameron

NATURE (and agency if heard before one)

bond ordinance sewerage

CERTIF-BILL TO

City of Cameron
Cameron WV 26033

WAS PUBLISHED IN SAID NEWSPAPER AS FOLLOWS:

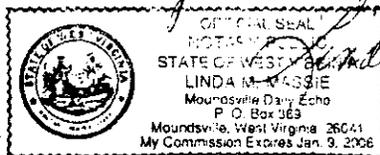
TIMES	DATES
two	July 23, 30, 1997

By WORDS	PUBLICATION CHARGES
513@.1225	\$62.84

(signed) *Marian Walton*

NOTARIZATION

Taken, sworn to and subscribed before me this 5 day of Aug. 19 97



Linda M. Massie
Notary public

LEGAL ADVERTISEMENT
LEGAL ADVERTISEMENT
NOTICE OF PUBLIC
HEARING ON
CITY OF CAMERON BOND
ORDINANCE

A public hearing will be held on the following-entitled Ordinance at a regular meeting of the Council of the City of Cameron (the "City") to be held on August 4, 1997, at 7:30 p.m. at the Cameron City Hall, 44 Main Street, Cameron, 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 DESIGN OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF CAMERON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$500,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1997 A (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above-entitled Ordinance was approved by the Council on July 21, 1997.

The above-quoted title of the ordinance describes generally the contents thereof and the purposes of the Bond contemplated thereby. The City contemplates the issuance of the Bond described in the Ordinance. The proceeds of the Bond will be used to provide permanent financing of a portion of the costs of design of additions, betterments and improvements to the existing public sewerage system of the City. The Bond is payable solely from revenues to be derived from the ownership and operation of the sewerage system of the City. No taxes may at any time be levied for the payment of the Bond 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: July 23, 1997

Thomas Stern
Mayor

PUBLISH: July 23, 30, 1997.

STATE OF WEST VIRGINIA, COUNTY OF MARSHALL, CITY OF CAMERON, JULY 7, 1997

The City Council of the City of Cameron met in regular session on July 7, 1997 in the Council Chambers of the Benedum Building. Mayor Thomas Stern called the meeting to order at 7:30 p.m. City Clerk Judy Hunt called the roll call and the following Councilpersons were present: Larry Hartley, Sandra Kennedy, Charles Manning, Helen McMasters, Charles Okel, and James Wilson. Others present: Cpl. David Winters.

PUBLIC HEARING:

No one was present to speak.

MAYORS ITEMS:

- 1. I met with Dan Naranch, WV Department of Transportation, July 2 regarding junk vehicles. Bill Duffer was issued a citation by Mr. Naranch giving him 30 days to correct the situation. He has a total of 60 days before it goes to court.**
- 2. Will start blacktopping tomorrow if possible.**
- 3. \$127 was raised for the pool by selling 50/50 drawing tickets. Mary Ruth Aldhizer was the winner.**
- 4. Will be having a pool staff meeting tomorrow morning at 10:00 a.m. to address personnel matters.**
- 5. Summer Youth Program is going well. They are a good group. They will start painting the water plant tomorrow. There will be a car wash July 9, July 16, July 23, and July 30 from 9:00 a.m. to 3:00 p.m. in the city parking lot to benefit the pool. General donations will be accepted.**
- 6. The street crew assisted Kenny Riggs on Waynesburg Ave. with repairing sewer line.**
- 7. Councilpersons should all have copies of the building permit and Building Enforcement Agency ordinances from Sistersville for review.**
- 8. We have received final quotations for property/causality insurance premiums: 1) Paull Associates - \$21,929.19 (Annually)**
2) USF&G Insurance Company - \$22,632 (Annually)

We are seeking another quote from Acorida of WV, which will be available by the next meeting. The purpose of the third quote is 1) City Clerk Hunt has received information that Penco has been known to hedge on sewer backup claims. 2) to make it more competitive to get the best possible quote for the most coverage.

FINANCE REPORT:

Councilperson McMasters presented the following financial report on checking account balances: Water - \$10, 194; Sewer - \$ 39,768; and General Fund \$30,274.

WATER:

Councilperson Wilson advised that there still is a major leak at the hydrant across the road from the former Cunningham's Service station.

City Clerk Hunt said there was a leak reported on Pleasant Drive between the two trailers.

Councilperson Wilson questioned if the leak at the residence of Carl Williams was repaired. City Clerk Hunt advised yes.

SEWER:

Councilperson McMasters informed council that Mildred Hart is willing to pay for the City crew to repair sewer line. City Clerk Hunt advised she had spoke with Ms. Hart and told her the City crew would do the work she had requested at the City crews regular hourly rate of pay.

Mayor Stern advised that the sewer management problem can be resolved by purchasing a 4" portable pump. The portable pump will be used to transport sludge out to the drying beds, which will cut sludge removal cost. City Clerk Hunt spoke with Jamie Fenski about the plan of a portable pump purchase and he is pleased with it. Also, the portable pump would not be a wasted purchase because it can be used for versatile functions, and can be used after construction of new plant.

Councilperson Okel moved to authorize the purchase of the 4" portable pump at cost of \$3,000, seconded by Councilperson Wilson. Motion carried by unanimous vote of Council.

City Clerk Hunt submitted the following invoices to Council for approval:

Anthony, Bodkin and Company dated June 16, 1997 for the amount of \$500 for Pro Forma Statement of Revenues and Expenses for sewer rate increase; Cameron Lumber Company dated May 20, 1997 in the amount of \$ 1,015.99 for Paint/Thinner/Muriatic Acid for the swimming pool; Robinson Pipe Cleaning Co. Invoice 014412 Dated 5/31/97 for high velocity jetter for the amount of \$770.

Councilperson Manning moved to approve the above listed purchases retroactive to invoice dates listed, seconded by Councilperson Okel. Motion carried by unanimous vote of Council.

STREETS:

Councilperson Wilson questioned if yellow lines was going to be painted in the First Christian parking lot. City Clerk Hunt advised yes.

Councilperson Manning asked when the DOH was going to complete the paving associated with the Rt. 250 project. Mayor Stern advised the contract was awarded by DOH for paving of West Street and that Klug Bros. is to pave Greg's Market parking lot before July 19.

Councilperson Wilson reported that the street in front of Deegan's property has sunk more within the last two weeks. Councilperson Manning suggested that the City should try to get the street repaired in the same project.

Mayor Stern believes red light is still needed in front of the Grade School, but DOH feels it is not necessary. Mayor Stern will approach DOH again about the red light. Councilperson Wilson questioned when the new bridge would be completed. Mayor Stern stated will be done within six week because it is a prefab bridge. Also, there will be new sidewalks up to the Olde Town Shoppe.

RECREATION:

In other business, Mayor Stern advised that there were not many arrest during 4th of July carnival. Councilperson Kennedy questioned give Mayor heard how well vendors did. Mayor Stern advised he had not heard.

Councilperson Manning questioned how much the Fire Department collected for fireworks. Is the money going is to a special fund or what? Mayor advised the would check into situation.

Councilperson Okel commended Mayor Stern for canceling the fireworks. He believed it was a good decision . Councilperson McMasters expressed she

believed more citizens would have been upset if the Mayor had not canceled them.

In further discussion, Councilperson Wilson stated that Fire Department should communicate to citizens that any citizen requesting money back could have money back.

Councilperson Manning said there was not a problem not displaying fireworks, but people were criticizing the Fire Department for not giving the donations back.

In other discussion regarding the fireworks, Councilperson Okel suggested having an ad in the paper stating the amount collected, where it is being deposited, etc.

POLICE:

Councilperson Kennedy reported a complaint she received from her neighbor Ms. Fletcher regarding speeding on Green Valley road.

Councilperson Okel advised persons riding four wheelers were not wearing helmets during the July 4th Parade. It was suggested by Councilperson Manning to contact the proper persons prior to the Christmas Parade that helmets must be worn by persons operating four wheelers.

City Clerk Hunt asked Cpl. Winters if Lt. Holtz spoke with Kevin Courtright about speeding due to several complaints. Cpl. Winters advised yes.

OLD BUSINESS:

In other business, Councilperson Kennedy moved to approve contract with Rohrig Sanitation with the amendment to item #2 of the contract to include pickup of City dumpsters free of charge in the City Parking Lot, and the months of July and August at the City ballfield, seconded by Councilperson Wilson. Motion carried unanimously. (See Rohrig Sanitation Contract Attachment 1).

Discussion was held on approval of Triax Cable proposal #1 or #2. After discussion, was decided to not vote on proposals until Mr. Gimmel was present to explain proposals again to Council. Mayor Stern requested City Clerk Hunt to contact Ernest Gimmel and schedule him for next council meeting. Mayor Stern advised that Triax will not have upgrade done until the last part of August. Mayor Stern requested third option but Triax does not have the technology to provide a third option. Councilperson Manning stated he was in favor of proposal #2.

Councilperson Manning questioned if anything had been done concerning employee pension plan. City Clerk Hunt advised that \$600 was budgeted for each full-time employee to initiate a pension plan, but was contingent upon revenues coming in as projected. If revenues come in as projected a pension plan will be initiated. Councilperson Hartley stressed that employees us work cheaper and smarter to assist in starting the plan.

MINUTES:

Councilperson Hartley moved to accept the minutes of regular meetings held June 9, 1997 and June 16, 1997, seconded by Councilperson Kennedy. Motion carried unanimously.

NEW BUSINESS:

RESOLUTION - AUTHORIZATION GRANTED TO THE WEST VIRGINIA DEPARTMENT OF HIGHWAYS FOR RIGHT OF ENTRY TO PAVE WEST STREET AND MAINTENANCE OF SUCH STREET WILL REVERT BACK TO THE CITY OF CAMERON UPON COMPLETION OF PAVING PROJECT. Councilperson Kennedy moved to approve above resolution, seconded by Councilperson Hartley. Motion carried unanimously. (See Copy of Resolution Attachment 2).

RESOLUTION - APPROVING AND PROVIDING FOR THE DEFEASANCE OF THE SEWER REVENUE BONDS, DATED MAY 1, 1964, OF THE CITY OF CAMERON; APPROVING THE PURCHASE OF CERTAIN UNITED STATES TREASURY OBLIGATIONS; APPROVING AN ESCROW AGREEMENT AND DESIGNATING AND ESCROW AGENT IN CONNECTION THEREWITH.

Councilperson Hartley moved to approve the above resolution, seconded by Councilperson Manning. Motion carried unanimously. (See Copy of Resolution Attachment 3).

After discussion of financing plan proposed by Ms. Susan Riggs, Executive Director of the WV Infrastructure and Jobs Development Council and Mr. Mike Johnson of DEP on SRF Design Loan, Councilperson hartley moved to approve amendment to SRF Design Loan application increasing it from \$250,000 to \$450,000, seconded by Councilperson Manning. Motion carried unanimously.

✓ **ORDINANCE - AUTHORIZING THE DESIGN OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWAGE SYSTEM OF THE CITY OF CAMERON AND THE**

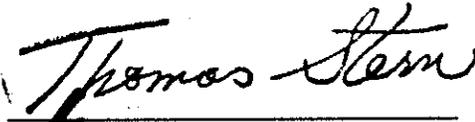
FINANCING OF THE COST, NOT OTHERWISE PROVIDED THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$500,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM DESIGN REVENUE BONDS SERIES 1997 A (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO. (FIRST READING)

Councilperson Manning moved to approve the above ordinance on first reading, seconded by Councilperson Okel. Motion carried unanimously.

Councilperson Hartley requested City Clerk Hunt to schedule bond counsel Vincent Collins to be at next meeting to answer questions regarding the bond issue.

Councilperson Manning expressed the City is loosing good candidates for the positions of City Clerk and Chief of Police because of requiring them to be residents of the City. Due to decrease in population he believes this requirement should be changed to include surrounding areas such as Moundsville, Hundred, Littleton, etc. He does feel Judy Hunt should have to maintain two households. Councilperson McMasters expressed she feels Judy should not have to live in the city limits. Councilperson Kennedy asked Council to think about reasons it should not be changed. City Clerk Hunt advised that it would probably require a charter change, which means the change would have to be put on a ballot to be voted on by the citizens. Councilperson Manning suggested taking steps now to get it changed. City Clerk Hunt advised she would contact the State Treasurers Office to get information on the proper procedures.

Councilperson Wilson moved to adjourn. Regular session of Council adjourned at approximately 9:30 p.m.



Thomas Stern, Mayor



Judy Hunt, City Clerk

**STATE OF WEST VIRGINIA, COUNTY OF MARSHALL, CITY OF CAMERON
JULY 21, 1997**

The City Council of the City of Cameron met in regular session on July 21, 1997, in the Council chambers of the Benedum Community Building. Mayor Thomas Stern called the meeting to order at 7:30 p.m. City Clerk Judy Hunt called the roll call and the following Councilperson were present: Larry Hartley, Sandra Kennedy, Charles Manning, Charles Okel, and Jim Wilson. Absent: Helen McMasters.

GENERAL PUBLIC HEARING:

Wayne Chambers, President of Cameron EMS, spoke to council regarding recent emergency dispatcher procedures changes now required by State EMS. State EMS Communications is setting up new license program. Program criteria will require all in coming calls to be recorded and all ambulance calls to be tracked, and administer DOT training to all dispatchers. The cost of training classes are approximately \$250 per person.

Councilperson Kennedy questioned if the City Clerk would be required to have this training. Mr. Chambers said yes.

Councilperson Hartley questioned if there is a deadline to have the above mentioned in place. Mr. Chambers by the next license period which is 6 months.

Frank Thompson, 21 Maple Avenue, voiced a complaint about persons speeding on Mable Avenue and not having police patrol. Rose Dobbs advised the police does set in the Cable Office parking lot. Mayor Stern said they also park in Marling's Auto Supply lot and run radar. He feels the speed limit at the high school should be lowered. He also questioned what was done with the monies collected for July 4 fireworks. His wife did not receive a receipt for her donation. He wanted to know how much was collected. Councilperson Hartley stated approximately \$650 - \$675 and that it has not been past practice to issue receipts. Receipts are issued for large donations. Mayor Stern advised the monies collected for fireworks was suppose to be deposited in a special fund for fireworks next year. Mr. Thompson questioned why the public was not advised that the fireworks were cancelled. Councilperson Hartley advised it was published in the News-Register one time. Mayor Stern explained the reason he made the decision to cancel the fireworks was out of respect for the Parson's family.

Don Calinger, of Belomar Regional Council was present to ask for authorization to resubmit SCBG application for \$1,250,000 toward sewer project. It was known when the first application was submitted to WV Development Office that the City would not receive the funding. Councilperson Wilson moved to authorize Belomar Regional Council to resubmit SCBG application for \$1,250,000, seconded by Councilperson Okel. Motion carried by unanimous vote.

Don Calinger advised City Clerk Judy Hunt had brought to his attention that a balance of \$1,000 is still in the SCBG #14 ID - I002789952 account for audit fees. Since the audit has already been completed this a check for \$1,000 will be issued to the city, but need authorization from city council for the drawdown. Councilperson Kennedy moved to authorize Don Calinger to request the \$1,000 drawdown, seconded by Councilperson Manning. Motion carried unanimously.

Vince Collins, Steptoe and Johnson, was present to speak to council about the 1964 Revenue Bonds, and the new Revenue Bonds Series 1997 A for the design phase of the sewer facilities plan. Advised to stop making payments on the 1964 Revenue Bonds because there is more money in the sinking fund than outstanding principal. These bonds will be defeased and will go into escrow. Mr. Collins advised if the project does not go to construction the city will still be obligated to pay the \$450,000 bond issue back for the design phase. Need to pass the ordinance for the \$450,000 bond issue tonight on second reading. August 4, 1997, will be the public hearing on the ordinance prior to passing it on third reading. Mr. Collins will prepare Class II legal publication required prior to the adoption of any ordinance. It will take 30 days to close the loan. Will not have to make payments until funds has actually been drawn down. Susan Riggs and DEP support this project. This is a good opportunity to build the plant as cheap as you are going to build it with the low interest SRF monies.

Ernest Gimmel, of Triax Cable, explained proposals #1 and #2 to the council. (See Attachment 1). Mr. Gimmel stated it would be too costly to have three options available to the citizens as Mayor Stern had requested. After a lengthy discussion, it was decided that proposal #2 would be best. Councilperson Okel moved to approve proposal #2 based on feelings of 99% of the people, seconded by Councilperson Manning. Motion carried by unanimous vote of council. (See attachment 1)

Beth Kosem and Nick Sparshane, Acordia of WV/St. Paul Insurance Company, presented property/liability proposal in the amount of \$22,099 that includes \$1 million more in liability than other proposal for \$21,081. City Clerk questioned if policy included coverage for sewage backup. Ms. Kosem advised yes \$50,000. Councilperson Wilson moved to accept the bid of \$22,099 from Acordia for property and liability insurance, seconded by Councilperson Manning. Motion carried unanimously.

MAYOR ITEMS:

- 1. Received results from DEP of pre-closure inspection of Elite Glass Co. Serious contamination was found in different areas. City Clerk spoke with Charles Moses from DEP Charleston office and he advised that owner Arthur Levins has been contacted about the results and was given names of**

consultants to contract with to clean up the site. Mr. Moses advised Mr. Levins indicated to him he still intends to give the property to the City. Mr. Moses informed the City not to accept the property until he signed off on clean up.

2. PSC will be having a meeting on August 7, 1997 at 1:30 p.m. and 6:30 a.m. in the Council Chambers regarding sale of Cameron Gas to Mountaineer Gas.

3. I advised Bob Brown, owner of 99 Main Street, that I would have City Street crew assist him with repairing the sewer leak. Crew has sewer open.

4. City Clerk and David Winters met with Tom Westfall Friday, July 18, 1997 concerning the Universal Hiring Program Grant Application. Grant application deadline is August 1, 1997.

5. I hired a part-time police officer Joe Fazio. The cost will actually be less than paying officers overtime for vacation, sick time, etc. He will be scheduled to work 8:00 p.m. to 4:00 a.m. on Fridays and Saturdays and afternoon or midnight on Sundays.

6. The Portable Pump was ordered for the sewage plant. The cost is only going to be \$1,900. Requested a letter of guarantee that the pump ordered will do the job acquired.

7. A total of \$41 in donations was made at last weeks Summer Youth car wash.

8. Cameron Beatification Committee's Mini-Grant Application was approved July 12th for \$2,000. Benches and trash receptacles will be purchased.

9. Will have a meeting with Dick Lewis Thursday July 24, 1997 at 9:00 regarding funding for the City Dam. Will be stocking with channel catfish, pike, bluegill, and large mouth bass.

10. The fire hydrant by Country Corner will be relocated across the road between the new sidewalk and road. At the same time the fire hydrant located by the former Cunningham's Service will replaced with a new hydrant. This has been scheduled for Wednesday morning.

11. A joint meeting of the Community Development Association and Cameron Landmarks Commission will be held Tuesday, July 22, at 7:00 p.m. in the Yellow Room at the City Building.

12. Need a motion to hire city attorney. Councilperson Hartley moved to hire J.K. Chase, IV as City Attorney with an annual salary of \$2,500, seconded by Councilperson Kennedy. Motion carried unanimously.

FINANCE REPORT:

Councilperson Kennedy reported on the following checking account balances: General Fund \$26,938.10; Sewer Fund \$45,179.29; and Sewer Fund \$12,433.26.

Councilperson Okel moved to approve the following invoices retroactive to dates on invoices: Anthony, Bodkin and Company \$500 for Pro Forma Sewer Statement of Revenues and Expenses, related to request for rate increase filing with the PSC, dated June 16, 1997; Invoice No. 014412 Robinson Pipe Co. services rendered for opening a 4" or 6" line with high velocity jetter industrial vacuum unit w/operators 5 1/2 hours @ \$140 per hour, a total of \$770, dated May 31, 1997; Invoice 10409 Cameron Lumber Company for 32 gallons of pool paint/3 5 gallons of paint thinner/8 gallons of maractic acid, in the amount of \$1015.99, seconded by Councilperson Wilson. Motion carried by unanimous vote of council.

RECREATION:

Councilperson Kennedy commented the pool looks good. Better than it has for a long time.

Councilperson Hartley reported baseball season finished Saturday. Iron workers will be back to put backstops in. Petition and plumbing in restrooms are almost done.

WATER:

Councilperson Wilson reported the water in the reservoir has dropped two to three feet.

SEWER:

Councilperson Kennedy reported an odor is present up around the area of Columbia Gas. Suggested Jamie Fenski be contacted to see if it would be permissible to put lime on the sludge.

Councilperson Manning reported that the sewer line running into his property is busted. Water just lays at corner of garage and by telephone pole. There is also a bad odor. Mayor Stern advised he will check into the problem.

STREETS:

Mayor Stern advised most of streets has been patched. Councilperson Kennedy reported there are huge holes on Gable in need of patching.

POLICE:

Councilperson Kennedy said there needs to be some serious politicking for the purpose of getting the police radios and phones out of the City Clerk's Office. They are a detriment to the City Clerk's position. Kennedy reported she has been present when the City Clerk can't do her work because of the radio transmissions and phone calls. Also, the City Clerk has a hearing impairment which makes it difficult for her.

BUILDINGS:

Councilperson Manning stated something needs to be done regarding the handicap parking, and building handicap accessibility. If not, somebody may sue the city.

Councilperson Kennedy suggested contacting Benedum for possible funding for handicap accessibility modifications.

MINUTES:

Councilperson Hartley moved to approve the minutes for July 7, 1997 regular session, seconded by Councilperson Manning. Motion carried unanimously.

OLD BUSINESS:

- ✓ **ORDINANCE - AUTHORIZING THE DESIGN OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWAGE SYSTEM OF THE CITY OF CAMERON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$500,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM DESIGN REVENUE BONDS SERIES 1997 A (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO, (SECOND READING) (NOTE: THERE WILL BE A THIRD READING ON THIS ORDINANCE FOR ADOPTION AUGUST 4, 1997).**

Councilperson Wilson moved to pass the above ordinance on second reading, seconded by Councilperson Okel. Motion carried by unanimous vote of council.

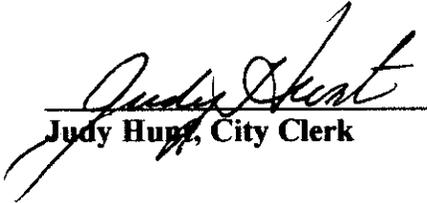
NEW BUSINESS:

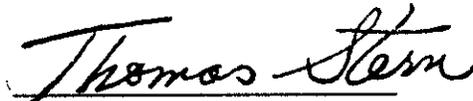
Councilperson Hartley moved to check to see what procedures are necessary to amend the city charter to include outlying areas of the city for the City Clerk and Police Chief, seconded by Councilperson Manning. Motion carried unanimously.

RESOLUTION - 1997-98 BUDGET REVISION #1 GENERAL FUND AND COAL SEVERANCE FUND. Councilperson Hartley moved to approve the budget revisions, seconded by Councilperson Manning.

City Clerk Hunt advised council she would like to open money markets accounts for General, Sewer, and Water Funds in order to receive interest on city monies.

Councilperson Wilson moved to adjourn. Regular Session of Council adjourned at approximately 9:30 p.m.


Judy Hunt, City Clerk


Thomas Stern, Mayor

**STATE OF WEST VIRGINIA, COUNTY OF MARSHALL, CITY OF CAMERON
AUGUST 4, 1997**

The City Council of the City of Cameron met in regular session on August 4, 1997 in the Council Chambers of the Benedum Community Building. Mayor Thomas Stern called the meeting to order at 7:30 p.m. City Clerk Judy Hunt called the roll call and the following Councilmembers were present: Larry Hartley, Sandra Kennedy, Charles Manning, Helen McMasters, Charles Okel, and Jim Wilson. Others present: J.K. Chase, IV

✓ **PUBLIC HEARING BOND ORDINANCE:**

No citizens were present to speak.

Dan Gilligan, of Lennon, Smith, and Souleret, was present to answer questions pertaining to the proposed \$500,000 bond issue to provide permanent financing for the design phase of the new sewerage system.

Dan Gilligan advised Council that his crews will attempt to address as many problems as possible. One concern to be examined is how individual homes are connected to the existing sewer system. Councilperson Wilson reported a problem located at Bill Cunningham's residence with water running from time to time some weeks and is off other weeks. Councilperson Manning requested for engineer crews to check into where the new sewer line will be placed because Deloris Williams and Rich Parsons are considering pouring cement or asphalt on their properties and therefore want to know if it would need to be dug up for new sewer line. Bill Smith will be meeting with Councilperson Wilson and Manning to address the water problem at Bill Cunningham's and check into Manning's concern for his neighbors.

GENERAL PUBLIC HEARING:

No one was present to speak.

MAYOR ITEMS:

1. There is a water leak at Bob Trowbridge's resident, 61 York Street. City crews have not been successful locating the leak. City Clerk Hunt contacted WV Rural Water Association, a non-profit organization, who troubleshoots water and sewer leaks. They are scheduled to be here at 10:00 tomorrow morning. The city pays \$138 for annual organization membership dues.
2. City Clerk Hunt completed and submitted COPS Universal Hiring Program grant application July 31, 1997. Grant award notifications are expected to be received in late September.

3. **City Clerk Hunt and I will be meeting with the Marshall County Commission at 10:30 a.m. tomorrow morning regarding an attempt to obtain funding for the sewer project. I sent a letter last month requesting funding toward the project.**
4. **I met with Dick Lewis on July 24, 1997 concerning funding for the City dam. Mayor Stern believes funding is promising.**
5. **There will be a public hearing on the sale of Cameron Gas to Mountaineer Gas at 10:30 a.m. and will reconvene at 7:00 p.m. August 7, 1997, in the City Council Chambers. Councilperson Manning suggested the City check into the possibilities and procedures to purchase Cameron Gas Co. Some concerns voiced about the sale were recovering the delinquent business and occupation tax and 2% utility tax and possible layoff of present Cameron Gas employees.**
6. **The City will be receiving a check this week from the Estate of Frances N. Ford in the amount of \$10,000 to be used solely for the beautification of the Cameron area. Council requested City Clerk Hunt to contact Wayne Simmons to schedule a meeting at 6:30 p.m. prior to next regular session to discussion appropriation of money. Mayor Stern requested councilmembers to think of ideas to discuss at the meeting.**

Mayor Stern requested Councilperson Kennedy to report on joint meeting held with the Cameron Community Development Association and Historic Landmarks Commission concerning the freight station. Councilperson Kennedy reported that the organizations discussed several ideas regarding the building. The main outcome was that both groups agreed to research all possibilities during the next six months and then meet to make a final decision to restore or demolish it. It is prohibited to demolish the building with federal or state funds. The property ownership was conveyed to the library from Consolidated Coal. Several people from Charleston attended the meeting including Catherine Jordan who advised Kennedy of an individual to contact to obtain possible grant monies for the swimming pool.

FINANCE REPORT:

Councilperson Kennedy reported on the following checking account balances: General Fund \$41,330; Water Fund \$11,480; Sewer Fund \$45,139; and Coal Severance Tax Fund \$3383.

RECREATION:

A letter was received from the Governor's Office regarding a \$12,000 award for improvements to the new ballfield reported Councilperson Hartley. A form needs

completed and returned in order to be on the funding list, but was advised not to spend any money until funds are received.

It was suggested by Councilperson Hartley to approach the Marshall County School Board of Education about charging a fee for the use of the new ballfields. This fee would assist in maintenance of the field. Hartley will bring the subject up for discussion at next committee meeting. City Clerk Hunt asked if there was a contract with Marshall Co. Bd. of Ed. for the use of the fields. Hartley advised no. Attorney Chase advised there should be a contract for liability purposes because it is City property.

Councilperson McMasters questioned if the pool concession stand was doing good. City Clerk Hunt advised Lee's Restaurant had not yet submitted rental and commission fees.

A pool closing date was discussed. After Labor Day weekend, has been the past closing date.

Mayor Stern has not yet received word if the City will be receiving requested funds from Evan G. Roberts Trust Fund for the swimming pool.

Councilperson Wilson announced a Bass Tournament will be held August 23, 1997, starting at 6:00 a.m. to midnight at the City dam. The Community Stocking Association raised \$400 to \$500 last week.

WATER:

In other business, Mayor Stern reported the water had dropped five feet which is good for this time of year.

A constant stream of water starting at Cooper's resident on Hillcrest needs attended to advised Councilperson Hartley. The ditch needs to be cleaned out.

SEWER:

Councilperson Kennedy informed Council that Jamie Fenski said the City could have the VFD hose out the run starting at Pleasant Avenue and cover the area with lime to reduce the odor. Councilperson Hartley stated it may take a great amount of water.

In other sewer problem discussion, Councilperson Manning said the sewer drain is busted and has a terrible odor by the telephone pole past Brian Marling's resident along Parsons' garage. The WVDOH went up so far and stopped. Manning suggested sending the WVDOH a letter inquiring what they are planning on doing. Mayor Stern advised he would discuss the issue with Roger Cain.

STREETS:

Mayor Stern has scheduled the street crew to blacktop one day this week.

Councilperson Hartley asked Mayor Stern to ask Savage Construction to grade the detour road again. Hartley voiced he believes they are taking entirely too much time to complete the road project. There wasn't any progress last week that he could see.

Councilperson McMasters stated Green Valley road looks like it is narrower than it was originally.

Councilperson Manning reported that a new curb is busted already and questioned if construction company could be required to repair it.

BUILDING:

Councilperson Hartley stated the City needed to get a handle on building permits. He stated the city should have a system requiring contractors to submit estimated cost of building project before issuing a permit.

Councilperson Manning moved to abolish the building permit ordinance if the City is not going to enforce it. Motion failed for lack of second.

Councilperson Okel commented that the building permit system has not been fair in the past and restructure of the system should take place. The ordinance should not be abolished.

Councilperson Kennedy said she has not noticed the police slowing down to check if people have building permits and believes they are not paying attention when they are driving around.

City Clerk Hunt voiced she feels the building permit ordinance should not be abolished but measures should be taken measures to correct the system and that one purpose of the system is a means of collecting business and occupation tax.

VEHICLE MAINTENANCE:

Mayor Stern reported the cruiser was serviced for frontend noise and a/c relay problem.

POLICE:

Councilperson Hartley advised two juveniles had reported the fire on Columbia Avenue. Steps need to be taken to see that the police are enforcing the curfew ordinance.

Councilperson Manning advised he reported to police of a green pickup truck parked on the street in front of the grade school. Police tagged the vehicle.

Old Business:

✓ **ORDINANCE - ORDINANCE AUTHORIZING THE DESIGN AND ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWAGE SYSTEM OF THE CITY OF CAMERON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF CAMERON NOT MORE THAN \$500,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM DESIGN REVENUE BONDS SERIES 1997 A (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO. (THIRD & FINAL READING) (See Ordinance in its Entirety in Special Ordinance/Resolution Book)**

Councilperson Hartley moved to adopt the above ordinance on third and final reading, seconded by Councilperson Kennedy. Motion carried unanimously.

Councilperson Manning stated it had be brought to his attention that Officer Pickering had compiled a list of residents having junk/abandoned vehicles on their property some time ago. He strongly voiced he wanted letters sent out and action taken within two weeks. He wants to hear results at next council meeting. Also, he want to hear what action has been taken on building permits.

Councilperson Manning questioned what had been done regarding building handicap accessibility. City Clerk Hunt advised she had contacted Benedum Foundation to see if funding would available for such a project and was informed there would not be. After Hunt further explained that the building was constructed with Benedum funds and was named Benedum Community Building, she was advised to submit a preliminary application stating the scope of the project, project cost, etc. A consultant will need to be hired to draft a estimated project cost to bring the building in compliance with ADA requirements. Dan Gilligan advised

City Clerk Hunt to contact him and he would give her names of consultants that specialize in ADA.

NEW BUSINESS:

RESOLUTION - FOR AUTHORIZATION OF THREE PHONE TRANSFERS PER MONTH ON NEW MONEY MARKET ACCOUNTS FOR WATER, SEWER, AND GENERAL FUNDS. (See Resolution in Special Ordinance/Resolution Book) Mayor Stern read the above resolution in its entirety. Councilperson Hartley moved to approve the above resolution, seconded by Councilperson Kennedy. Motion carried unanimously.

ORDINANCE - ORDINANCE OF THE COUNCIL OF THE CITY OF CAMERON, WEST VIRGINIA, TO REPEAL SECTION 29-19, ARTICLE 3, CHAPTER 29, OF THE CODE OF THE CITY OF CAMERON, WEST VIRGINIA, RELATING TO EXEMPTIONS AND NON-EXEMPT BUSINESSES WITH REGARD TO BUSINESS AND OCCUPATION TAX (FIRST READING)

Councilperson Hartley moved to approve the above ordinance on first reading, seconded by Councilperson Kennedy. Motion carried by majority vote of council. Councilpersons McMasters and Okel abstained from voting due to them owning there own business.

ORDINANCE - ORDINANCE OF THE COUNCIL OF THE CITY OF CAMERON, WEST VIRGINIA, TO AMEND AND RE-ENACT SECTION 29-49, ARTICLE 4 CHAPTER 29, OF THE CODE OF THE CITY OF CAMERON, WEST VIRGINIA, RELATING TO THE FIRE PROTECTION CHARGE BY SPECIFICALLY AMENDING SECTION 29-49 (FIRST READING)

The above proposed ordinance will change the billing from a bi-annual billing to a one time billing per year and penalty calculation.

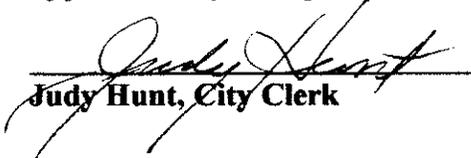
Councilperson Wilson moved to approve the above proposed ordinance on first reading, seconded by Councilperson Okel. Motion carried by unanimous vote of council.

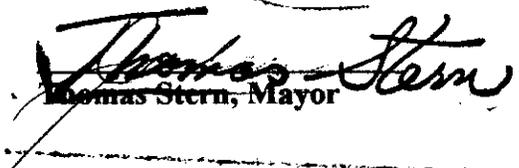
Councilperson Manning questioned if resident by the grade school are permitted to have yard sales on a regular basis. City Clerk Hunt advised that she instructed the police to go to the Daugherty resident and advise them to purchase a city license and pay business and occupation tax. They purchased their license and paid business and occupation tax the same day.

Councilperson Manning reported the electric company had disconnected service at 28 Fleming Avenue due to bad wiring. City Clerk Hunt advised a building permit was purchased to install new wiring.

City Clerk Hunt advised a letter was received from WV Development Office denying consideration of SCBG application because it was not submitted by the deadline date of July 15, 1997. City Clerk contacted Don Calinger to find out if this would hurt the City's funding possibilities and why it was not submitted in time. Mr. Calinger informed her it shouldn't, but would delay funding until next quarter and that he had made a honest mistake. Councilperson Wilson stated this was not the first incident that has occurred with Bel-O-Mar not meeting a deadline date. Wilson suggested contacting Don Calinger's supervisor to inquire about the situation. Dan Gilligan stated as far as the sequence of the project it would not matter.

Councilperson Wilson moved to adjourn. Regular session of Council adjourned at approximately 9:15 p.m.


Judy Hunt, City Clerk


Thomas Stern, Mayor

**STATE OF WEST VIRGINIA, COUNTY OF MARSHALL, CITY OF CAMERON
NOVEMBER 3, 1997**

The City Council of the City of Cameron met in regular session on November 3, 1997 in the Council Chambers of the Benedum Community Building. Mayor Thomas Stern called the meeting to order at 7:30 p.m. City Clerk Judy Hunt called the roll call and the following Councilpersons were present: Sandra Kennedy, Charles Manning, Helen McMasters, and Charles Okel. Absent: Larry Hartley.

Mayor Stern requested a moment of silent prayer for the family of recently deceased Councilperson Jim Wilson.

GENERAL PUBLIC HEARING:

Mountaineer Gas representatives Karen M. Macon, Vice President of Marketing and Regulatory Affairs, and Carl Ackerman were present to update council on the sale of Cameron Gas to Mountaineer. Mr. Macon reported to council as of 12:00 noon today the transaction took place between Cameron Gas and Mountaineer Gas. All assets previously owned by Cameron Gas have now transferred to Mountaineer Gas. Mountaineer Gas just purchased the assets of Cameron Gas and a certain amount of debt. Councilperson Manning questioned representatives about the existing delinquent business and occupation tax and 2% utility tax owned the City. Ms. Macon advised Mountaineer Gas could not afford to purchase all of the outstanding debts of Cameron Gas. Cameron Gas is still a separate entity therefore they will be responsible for their own debt.

Ms. Macon informed council that Mountaineer Gas plans to offer consultant contracts to Doots Bonar and Ziek McElwee, and to keep Judy. Employment status of the other employees is Mr. Coleman's responsibility. They have drafted 11-12 page severance agreements for other employees, but have had some problems with Mr. Coleman expressing he feels the severance agreement is too lengthy. Councilperson Okel questioned Mr. Macon if she could foresee the employees staying. Ms. Macon stated McElwee's contract will be for two years and Bonar's one year which will be renewal at the end of the contract. City Clerk Hunt asked if Mountaineer Gas would continue paying the City \$200 a month for dispatching services. Ms. Macon said the services would probably be discontinued within a month. All gas calls after 4:00 p.m. will ring into their 800 number. The Cameron office will be closed after 30-60 days. Councilperson Manning questioned if there would be a problem with continuing to borrow equipment. Ms. Macon she does not anticipate any problem but that decision would come from the main office. She said citizens will not continue to get the personal service they have been use to in the past due to company liability.

Ron Lightner was present to introduce himself to council. Lightner spoke to council about the importance of establishing a policy and procedure manual dedicated to

police only. He already obtained a copy of the Marshall County Sheriff's Department policy and procedure to review with the Mayor.

MAYOR ITEMS:

Mayor Stern advised he selected Ron Lightner to serve as Acting Chief of Police, but needs the appointment confirmed by council. Councilperson Okel moved to appoint Ron Lightner as Acting Chief of Police, seconded by Councilperson Kennedy. Motion carried by unanimous vote of council.

Councilperson Manning asked Lightner if he had any thoughts of hiring other part-time officers. Lightner stated he would like to hire deputies from the Marshall County Sheriff's Department. He will speak with Matt Clark first prior to hiring deputies.

Councilperson Manning suggested giving Lightner a car to drive to compensate him for his traveling expenses. Councilperson Manning moved to permit Chief Lightner to use other car the city acquired, and allow him to charge gasoline to the city to compensate him for traveling expenses, seconded by Councilperson Okel. Motion carried unanimously.

OLD BUSINESS:

ORDINANCE - AN ORDINANCE TO AMEND AND RE-ENACT ARTICLE 1 OF CHAPTER 4 OF THE ORDINANCES OF THE CITY OF CAMERON RELATING TO BUILDING AND BUILDING PERMITS (SECOND READING)

Councilperson Okel moved to adopt the above ordinance on second and final reading, seconded by Councilperson Kennedy. Motion carried by unanimous vote.

Councilperson Kennedy questioned the status of the Boca, Kabo, and Property Maintenance codes. City Clerk Hunt advised an official vote to authorize the City Attorney to draft the ordinances was necessary. Councilperson Kennedy moved to authorize the City Attorney Chase to draft the proper ordinances to adopt the Boca, Kabo, and Property Maintenance Codes, seconded by Councilperson Manning. Motion carried by unanimous vote.

NEW BUSINESS:

✓ **RESOLUTION - SUPPLEMENTAL RESOLUTION - PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1997 A (WEST VIRGINIA SRF PROGRAM), OF THE CITY OF CAMERON; RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH**

BONDS AND SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

Councilperson Kennedy moved to approve the above supplemental resolution, seconded by Councilperson Okel. Motion carried by unanimous vote of council.

Mayor Stern reported he and City Clerk Hunt will be attending the SRF loan closing on November 13, 1997, at 1:00 p.m., at the Water Development Authority's office in Charleston.

ORDINANCE - ORDINANCE CREATING A SANITARY BOARD OF THE CITY OF CAMERON:

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

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

NOW, THEREFORE, BE IT ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF CAMERON AS STATED IN SECTION 1 THROUGH SECTION 11 IN ORDINANCE. (FIRST READING)

DISCUSSION ON ORDINANCE:

City Clerk Hunt advised that state code requires the city to create a "Sanitary Board" in place any time sewer revenue bonds are issued to finance the design, construction, equipping of the system, etc. Also, in Section 4 of the ordinance council determines the amount of compensation, if any, for board members. City of Moundsville paid board members and secretary \$50 for each meeting attended. Clerk Hunt said she spoke with Jack Schellhase of Stegman & Schellhase Engineering Company and he requested to be also compensated for travel expenses.

Councilperson Okel voiced it is going to be difficult to get people to serve without decent compensation, especially if engineer has to come very far. Councilperson Okel questioned if an engineer would be on sight to oversee the project. City Clerk Hunt advised she spoke with Dan Gilligan regarding the matter. Mr. Gilligan advised he will be reviewing every invoice prior to payment. Completion of work

must be satisfy bid specifications before check is issued. Councilperson Okel said it would benefit the city to have the board engineer also oversee the project to be certain the project is done according to specifications.

Councilperson Kennedy asked City Clerk Hunt if she would be able to accept the position of secretary. City Clerk Hunt advised she would need to think about it.

After further discussion, Councilperson Manning moved to advertise for board members and secretary, seconded by Councilperson Okel. Motion carried by unanimous vote.

Councilperson Okel moved to adopt the ordinance creating a Sanitary Board on first reading, seconded by Councilperson Manning. Motion carried unanimously.

Councilperson Manning moved to compensate Sanitary Board members and secretary \$50 for each meeting including mileage at the federal established rate, seconded by Councilperson Okel. Motion carried unanimously.

SRF CHECKING ACCOUNT APPROVAL:

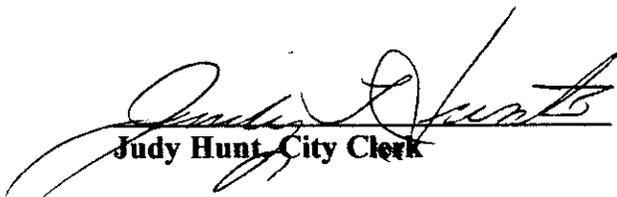
City Clerk Hunt advised approval is needed to open a checking account for the SRF Loan.

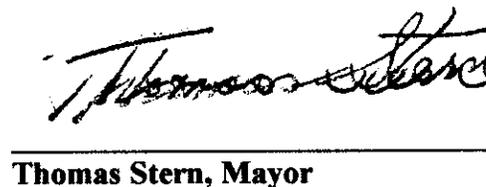
Councilperson Kennedy moved to authorize City Clerk Hunt to open a checking account at Cameron One Valley Bank for SRF Loan for Design Phase of Sewer System - Project No. SRF C-54091, seconded by Councilperson McMasters. Motion carried by unanimous vote of council.

APPOINTMENT OF FIRST WARD COUNCIL VACANCY:

Councilperson Okel moved to appoint Brian Marling to fill the First Ward Council seat vacancy for the unexpired term, seconded by Councilperson McMasters. Motion carried unanimously.

Councilperson Manning moved to adjourn regular session of council at 9:00 p.m.


Judy Hunt, City Clerk


Thomas Stern, Mayor

WV MUNICIPAL BOND COMMISSION

812 Quarrier Street
Suite 300
Charleston, WV 25301
(304)558-3971

NEW ISSUE REPORT FORM

Date of Report: November 13, 1997

(See Reverse for Instructions)

CITY OF CAMERON SEWERAGE SYSTEM DESIGN	
ISSUE: REVENUE BONDS, SERIES 1997 A (WV SRF Program)	
ADDRESS: 44 Main Street, Cameron, WV 26033	COUNTY: Marshall
PURPOSE: <input type="checkbox"/> New Money <input checked="" type="checkbox"/> Refunding	
OF ISSUE: Refunds issue(s) dated: _____	
ISSUE DATE: November 13, 1997	CLOSING DATE: November 13, 1997
ISSUE AMOUNT: \$ 450,000	RATE: 0%
1st DEBT SERVICE DUE: 6/1/98	1st PRINCIPAL DUE: 6/1/98
1st DEBT SERVICE AMOUNT: \$5,625	PAYING AGENT: Municipal Bond Commission
ISSUERS	UNDERWRITERS
BOND COUNSEL: Steptoe & Johnson	BOND COUNSEL: Jackson & Kelly
Contact Person: Vincent A. Collins, Esq.	Contact Person: Samme L. Gee, Esquire
Phone: 624-8161	Phone: 340-1318
CLOSING BANK: One Valley Bank	ESCROW TRUSTEE: _____
Contact Person: Pamela Trowbridge	Contact Person: _____
Phone: 686-3351	Phone: _____
KNOWLEDGEABLE ISSUER CONTACT	OTHER: Division of Environmental Protection
Contact Person: Judy Hunt	Contact Person: Rosalie Brodersen
Position: City Clerk	Function: Branch Chief
Phone: 686-2366	Phone: 558-0637
FAX: _____	
DEPOSITS TO MBC AT CLOSE:	Accrued Interest: \$ _____
By <input type="checkbox"/> Wire	Capitalized Interest: \$ _____
<input type="checkbox"/> Check	Reserve Account: \$ _____
	Other: \$ _____

REFUNDS & TRANSFERS BY MBC AT CLOSE:	To Escrow Trustee: \$ _____
By <input type="checkbox"/> Wire	To Issuer: \$ _____
<input type="checkbox"/> Check	To Cons. Invest. Fund: \$ _____
<input type="checkbox"/> IGT	To Other: \$ _____
NOTES:	

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

CITY OF CAMERON

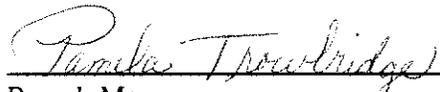
Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

ONE VALLEY BANK, a state banking corporation, in Cameron, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance enacted by the City of Cameron (the "Issuer") on August 4, 1997, and a Supplemental Resolution adopted by the Issuer on November 3, 1997 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program), dated November 13, 1997, in the aggregate principal amount of \$450,000 (the "Bonds"), all as set forth in the Bond Legislation.

WITNESS my signature on this 13th day of November, 1997.

ONE VALLEY BANK



Branch Manager

10/27/97
123610/97001

CITY OF CAMERON

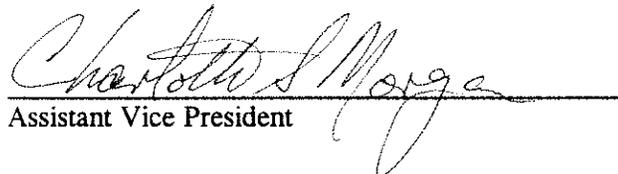
Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)

ACCEPTANCE OF DUTIES AS REGISTRAR

ONE VALLEY BANK, NATIONAL ASSOCIATION, a national banking association, in Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the City of Cameron Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program), dated November 13, 1997, in the aggregate principal amount of \$450,000 (the "Bonds"), and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 13th day of November, 1997.

ONE VALLEY BANK, NATIONAL
ASSOCIATION


Assistant Vice President

10/13/97
123610/97001

CITY OF CAMERON

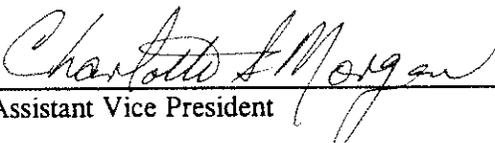
Sewerage System Design Revenue Bonds, Series 1997 A
(West Virginia SRF Program)

CERTIFICATE OF REGISTRATION OF BONDS

ONE VALLEY BANK, NATIONAL ASSOCIATION, a national banking association, in Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of the City of Cameron (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Sewerage System Design Revenue Bond, Series 1997 A (West Virginia SRF Program), of the Issuer, dated November 13, 1997, in the principal amount of \$450,000, numbered AR-1, was registered as to principal only in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of One Valley Bank, National Association, as Registrar.

WITNESS my signature on this 13th day of November, 1997.

ONE VALLEY BANK, NATIONAL
ASSOCIATION


Assistant Vice President

10/13/97
123610/97001

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 13th day of November, 1997, by and between CITY OF CAMERON, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and ONE VALLEY BANK, NATIONAL ASSOCIATION, a national banking association (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$450,000 principal amount of Sewerage System Design Revenue Bonds, Series 1997 A (West Virginia SRF Program), in fully registered form (the "Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted August 4, 1997, and a Supplemental Resolution of the Issuer duly adopted November 3, 1997 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exemption of interest on the Bonds from federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule and reimbursement for reasonable expenses incurred in connection therewith.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER: City of Cameron
44 Main Street
Cameron, West Virginia 26033
Attention: Mayor

REGISTRAR: One Valley Bank, National Association
Post Office Box 1793
One Valley Square
Charleston, West Virginia 25326
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate and deliver the Bonds in accordance with the Bond Legislation.

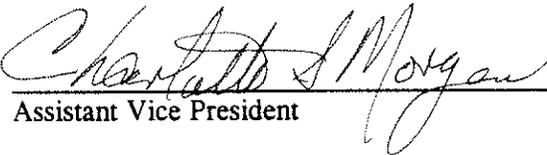
IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

CITY OF CAMERON



Mayor

ONE VALLEY BANK, NATIONAL
ASSOCIATION



Assistant Vice President

10/13/97
123610/97001

EXHIBIT A

Bond Legislation included in bond transcript as Documents No. 1 and No. 2

Invoice

**ONE VALLEY
BANK**

MAYOR THOMAS STERN
CITY OF CAMERON
44 MAIN STREET
CAMERON WV 26033

DATE NOVEMBER 13, 1997

UNITS	ITEM DESCRIPTION	TOTAL
	CITY OF CAMERON, WV SEWERAGE SYSTEM DESIGN REVENUE BONDS, SERIES 1997 A (WV SRF PROGRAM) ONE TIME FEE FOR SERVICES AS AUTHENTICATING AGENT AND REGISTRAR.....	\$250.00

SEND REMITTANCE TO: One Valley Bank
One Financial Place - 6th Floor
One Valley Square
P.O. Box 1793
Charleston, WV 25326
ATTN: CHARLOTTE S MORGAN



STATE OF WEST VIRGINIA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER RESOURCES
CHARLESTON 25305

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

WATER POLLUTION CONTROL PERMIT

Permit No. WV0020125

Issue Date: June 26, 1985

Subject: Sewage Facilities

Expiration Date: June 25, 1990

Supersedes Permit No. 2115; NPDES Permit No. WV0020125 - Effective Date March 30, 1974

Location:

Cameron
(City)

Marshall
(County)

Ohio
(Drainage Basin)

Outlet	Latitude:	39 °	49 '	45 "	N
Sites:	Longitude:	80 °	35 '	10 "	W

To whom it may concern:

This is to certify that

City of Cameron
44 Main Street
Cameron, West Virginia 26033

is hereby granted a NPDES Water Pollution Control Permit to operate and maintain an existing 0.240 MGD sewage treatment facility consisting of bar screen, comminutor, one(1) 240,000 gallon oxidation ditch, one(1) 28,187 gallon clarifier, one(1) 9,000 gallon chlorine contact chamber with chlorinator, sludge drying beds, existing collection system, and all necessary appurtenances.

Facilities are designed to serve a maximum of 1,600 persons in the City of Cameron, West Virginia and to discharge treated wastewater to Grave Creek (18.0 miles from its mouth) of the Ohio River.

This permit is subject to the following terms and conditions:

Department of Health Certificate of Approval Nos. 2158 and 5523

The information submitted on and with Permit Application No. WV0020125 dated the 8th day of June 1983, and the information submitted on and with Permit Application No. 482-S dated the 16th day of August 1976, 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, D, E, F, and G.

A. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

During the period beginning June 26, 1985 and lasting through midnight, June 25, 1990 the permittee is authorized to discharge from outlet number(s) 001-Discharge from sewage treatment facilities

Such discharges shall be limited and monitored by the permittee as specified below:

<u>Effluent Characteristic</u>	<u>Discharge Limitations</u>		<u>Other Units (Specify)</u>		<u>Monitoring Requirements</u>	
	<u>Avg. Monthly</u>	<u>(Quantity) lbs/day</u> <u>Max. Daily</u>	<u>Avg. Monthly</u>	<u>Max. Daily</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
Flow			0.240 MGD		Continuous	Measured
Biochemical Oxygen Demand (5-Day)	30.02	60.05	15.0 mg/l	30.0 mg/l	1/Month	8 hr. composite
Total Suspended Solids	60.05	120.10	30.0 mg/l	60.0 mg/l	1/Month	8 hr. composite
Ammonia Nitrogen NH ₃ -N	4.00	8.01	2.0 mg/l	4.0 mg/l	1/Month	8 hr. composite
Fecal Coliform			<u>counts</u> 200 100 ml	<u>counts</u> 400 100 ml	1/Month	Grab
Dissolved Oxygen	Not less than 6.0 mg/l at any given time				1/Month	Grab
Total Residual Chlorine	Not more than 10.56 ug/l at any given time				1/Month	Grab

The pH shall not be less than 6.0 standard units and not greater than 9.0 standard units and shall be monitored 1/Month by grab sampling.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Effluent BOD₅ samples shall be collected at a location immediately preceding disinfection. Other effluent samples shall be collected at or as near as possible to the point of discharge.

This discharge shall not cause violation of Chapter 1, Section 3 of the West Virginia Administrative Regulations issued pursuant to Chapter 20, Article 5A.

A. Sewer System Overflows

Point sources 002 through 004 (listed below) serve as combined sewer relief points necessitated by stormwater entering the sewer system and exceeding the hydraulic capacity of the sewer and/or the treatment plant and are permitted to discharge only for such reason. There are at this time no specified effluent limitations on these discharges. Each discharge shall be monitored for cause, frequency, duration, and quantity of flow. This data shall be reported quarterly to the Division of Water Resources. The permit issuing authority may require a plan of action to correct such occurrences if degradation of the receiving stream(s) results.

<u>Point Source</u>	<u>Name and Location</u>	<u>Receiving Stream</u>
002	Overflow at Grave Creek Lift Station	Grave Creek
003	Overflow at intersection of Bridge Street and Church Street	Grave Creek
004	Overflow on Church Street between Bridge Street and DunLevy Street	Grave Creek

B. SCHEDULE OF COMPLIANCE

1. The permittee shall achieve compliance with the provisions for waste treatment and the discharge limitations specified in this permit in accordance with the following schedule:

Effective date of permit.

2. Reports of compliance or noncompliance with, and progress reports on the interim and final requirements contained in the above compliance schedule, shall be submitted no later than 14 days following each schedule date.

N/A

C. MANAGEMENT CONDITIONS

1. Duty to Comply

- a) The permittee must comply with all conditions of this permit. Permit noncompliance constitutes a violation of the CWA and State Act and is grounds for enforcement action; for permit modification, revocation and reissuance, suspension or revocation; or for denial of a permit renewal application.
- b) The permittee shall comply with all effluent standards or prohibitions established under Section 307(a) of the CWA for toxic pollutants within the time provided in the regulations that establish these standards or prohibitions, even if the permit has not yet been modified to incorporate the requirement.

2. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee must apply for a new permit at least 180 days prior to expiration of the permit.

3. Duty to Mitigate

The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit.

4. Permit Actions

This permit may be modified, revoked and reissued, suspended, or revoked for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance or revocation or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.

5. Property Rights

This permit does not convey any property rights of any sort, or any exclusive privilege.

6. Signatory Requirements

All applications, reports, or information submitted to the Chief shall be signed and certified as required in Chapter 2, Section 4.06. of the West Virginia Administrative Regulations.

7. Transfers

This permit is not transferable to any person except after notice to the Chief. The Chief may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary.

8. Duty to Provide Information

The permittee shall furnish to the Chief, within a specified time, any information which the Chief may request to determine whether cause exists for modifying, revoking and reissuing, suspending, or revoking this permit, or to determine compliance with this permit. The permittee shall also furnish to the Chief, upon request, copies of records required to be kept by this permit.

9. Other Information

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Chief, it shall promptly submit such facts or information.

10. Inspection and Entry

The permittee shall allow the Chief, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

- a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted, or where records must be kept under the conditions of this permit;
- b) Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;
- c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
- d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the State Act, any substances or parameters at any location.

11. Permit Modification

This permit may be modified, suspended, or revoked in whole or in part during its terms in accordance with the provisions of Chapter 20-5A-8 of the Code of West Virginia.

An application for a modification of this permit must be submitted to this agency at least ninety (90) days prior to the proposed modification.

12. Water Quality

The effluent or effluents covered by this permit are to be of such quality so as not to cause violation of applicable water quality standards adopted by the State Water Resources Board. Further, any activities covered under this permit shall not lead to pollution of the groundwaters of the State as a result of the handling, disposal or discharge of such wastes covered herein.

3. Outlet Markers

A permanent marker at the establishment shall be posted in accordance with Chapter 3, Section 8 of the WV Administrative Regulations promulgated pursuant to Chapter 20, Article 5A.

14. Liabilities

- a) Any person who violates a permit condition implementing sections 301, 302, 306, 307, 308, 318 or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$10,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing sections 301, 302, 306, 307, or 308 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than 1 year, or both.
- b) Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- c) Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
- d) Nothing in C. 14. a), b) and c) shall be construed to limit or prohibit any other authority the Chief may have under the State Water Pollution Control Act, Chapter 20, Article 5A.

OPERATION AND MAINTENANCE

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. Unless otherwise required by Federal or State law, this provision requires the operation of back-up auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit. For domestic waste treatment facilities, waste treatment operators as classified by State Health Department Regulations authorized under Chapter 16, Article 1, Public Health Laws, Code of West Virginia, will be required except that in circumstances where the domestic waste treatment facility is receiving any type of industrial waste, the Chief may require a more highly skilled operator.

2. Duty to Halt or Reduce Activity

Upon reduction, loss or failure of the treatment facility the permittee shall, to the extent necessary to maintain compliance with its permit, control production or all discharges or both until the facility is restored or an alternative method of treatment is provided. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

3. Bypass

a) Definitions

- (1) "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility; and
- (2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

- b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of D.3. c) and D.3. d) of this permit.

c) Notice

- (1) If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten (10) days before the date of the bypass;
- (2) If the permittee does not know in advance of the need for a bypass, notice shall be submitted as required in F.2. b) of this permit.

d) Prohibition of bypass

- (1) Bypass is permitted only under the following conditions, and the Chief may take enforcement action against a permittee for bypass, unless:
 - (A) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
 - (B) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if the permittee could have installed adequate backup equipment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 - (C) The permittee submitted notices as required under D.3. c) of this permit.
- (2) The Chief may approve an anticipated bypass, after considering its adverse effects, if the Chief determines that it will meet the three conditions listed in D.3. d) (1) of this permit.

4. Upset

- a) Definition. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
- b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of D.4. c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.
- c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

- (1) An upset occurred and that the permittee can identify the specific cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in F.2. b) of this permit.
 - (4) The permittee complied with any remedial measures required under C.3. of this permit.
- d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

5. Removed Substances

Where removed substances are not otherwise covered by the terms and conditions of this permit or other existing permit issued by the Division of Water Resources, any solids, sludges, filter backwash or other pollutants removed in the course of treatment or control of wastewaters and which are intended for disposal within the State, shall be disposed of only in a manner and at a site subject to the approval by the Division of Water Resources. If such substances are intended for disposal outside the State or for reuse, i.e., as a material used for making another product, which in turn has another use, the permittee shall notify the Division of Water Resources in writing of the proposed disposal or use of such substances, the identity of the prospective disposer or users, the intended place of disposal or use, as appropriate, and shall take reasonable measures to insure that the use does not cause pollution of the waters of the State.

E. MONITORING AND REPORTING

1. Representative Sampling

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. Reporting

a) Permittee shall submit each month, according to the enclosed format, a Discharge Monitoring Report (DMR) indicating in terms of concentration, and/or quantities, the values of the constituents listed in Part A analytically determined to be in the plant effluent(s).

b) The required monthly reports should be received no later than 20 days following the end of the reporting period and be addressed to:

Chief
Division of Water Resources
1201 Greenbrier Street
Charleston, WV 25311
Attention: Municipal Waste Section

c) Enter reported average and maximum values under "Quantity" and "Concentration" in the units specified for each parameter, as appropriate.

d) Specify the number of analyzed samples that exceed the allowable permit conditions in the columns labeled "N.E." (i.e., number exceeding).

e) Specify frequency of analysis for each parameter as no. analyses/specified period (e.g. "3/month is equivalent to 3 analyses performed every calendar month). If continuous, enter "Cont.". The frequency listed on format is the minimum required.

3. Test Procedures

Samples shall be taken, preserved and analyzed in accordance with 40 CFR Part 136, unless other test procedures have been specified elsewhere in this permit.

4. Recording of Results

For each measurement or sample taken pursuant to the requirements of this permit, the permittee shall record the following information:

a) The date, exact place, and time of sampling or measurement;

b) The date(s) analyses were performed;

c) The individual(s) who performed the sampling or measurement;

- d) The individual(s) who performed the analyses; if a commercial laboratory is used, the name and address of the laboratory;
- e) The analytical techniques or methods used, and
- f) The results of such analyses.

This information is not to be submitted to this agency, but is to be retained as required in E.6.

5. Additional Monitoring by Permittee

If the permittee monitors any pollutant at any monitoring point specified in this permit more frequently than required by this permit, using approved test procedures or others as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the Discharge Monitoring Report Form. Such increased frequency shall also be indicated.

Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in the permit.

6. Records Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Chief at any time.

7. Definitions

- a) "Daily discharge" means the discharge of a pollutant measured during a calendar day or within any specified period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.
- b) "Average monthly discharge limitation" means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.
- c) "Maximum daily discharge limitation" means the highest allowable daily discharge.

- d) "Composite Sample" is a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall be two hours.
- e) "Grab Sample" is an individual sample collected in less than 15 minutes.
- f) "i-s" = immersion stabilization - a calibrated device is immersed in the effluent stream until the reading is stabilized.
- g) The "daily average temperature" means the arithmetic average of temperature measurements made on an hourly basis, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar month, or during the operating month if flows are of shorter duration.
- h) The "daily maximum temperature" means the highest arithmetic average of the temperatures observed for any two (2) consecutive hours during a 24-hour day, or during the operating day if flows are of shorter duration.
- i) The "daily average fecal coliform" bacteria is the geometric average of all samples collected during the month.
- j) "Measured Flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or for which a relationship to absolute volume has been obtained.
- k) "Estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to pump capabilities, water meters and batch discharge volumes.
- l) "Non-contact cooling water" means the water that is contained in a leak-free system, i.e. no contact with any gas, liquid, or solid other than the container for transport; the water shall have no net poundage addition of any pollutant over intake water levels.

F. OTHER REPORTING

1. Reporting Spills and Accidental Discharges

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to Chapter 3, Section 1 of the WV Administrative Regulations promulgated pursuant to Chapter 20, Article 5A.

Attached is a copy of the West Virginia Spill Alert System for use in complying with Chapter 3, Section 1 of the regulations as they pertain to the reporting of spills and accidental discharges.

2. Immediate Reporting

- a) The permittee shall report any noncompliance which may endanger health or the environment immediately after becoming aware of the circumstances by using the Division's designated spill alert telephone number. A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- b) The following shall also be reported immediately:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
 - (2) Any upset which exceeds any effluent limitation in the permit; and
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Chief in the permit to be reported immediately. This list shall include any toxic pollutant or hazardous substance, or any pollutant specifically identified as the method to control a toxic pollutant or hazardous waste.
- c) The Chief may waive the written report on a case-by-case basis if the oral report has been received in accordance with the above.
- d) Compliance with the requirements of F.2. of this section, shall not relieve a person of compliance with Chapter 3, Section 1 of the Board's regulations.

3. Reporting Requirements

- a) Planned changes. The permittee shall give notice to the Chief as soon as possible of any planned physical alterations or additions to the permitted facility which may affect the nature or quantity of the discharge and of any planned changes in the method of operating the facility which may affect the nature or quantity of the discharge.

- b) Anticipated noncompliance. The permittee shall give advance notice to the Chief of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- c) In addition to the above reporting requirements, all existing manufacturing, commercial, mining, and silvicultural dischargers must notify the Chief in writing as soon as they know or have reason to believe:
- (1) That any activity has occurred or will occur which would result in the discharge of any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (A) One hundred micrograms per liter (100ug/1);
 - (B) Two hundred micrograms per liter (200 ug/1) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/1) for 2, 4-dinitrophenol and for 2-methyl-4, 6-dinitrophenol; and one milligram per liter (1mg/1) for antimony;
 - (C) Five (5) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.04 (b) (7) or 4.04 (b) (9) of Chapter 2 of the State Water Resources Board's NPDES regulations; and
 - (D) The level established by the Chief in accordance with Section 6 (b) (7) of Chapter 2 of the State Water Resources Board's NPDES regulations;
 - (2) That they have begun or expect to begin to use or manufacture as an intermediate or final product or byproduct any toxic pollutant which was not reported in the permit application under Section 4.04 (b) (9) of Chapter 2 of the State Water Resources Board's NPDES regulations;

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under the above paragraphs at the time monitoring reports are submitted. The reports shall contain the information listed in F.2. a).

G. OTHER REQUIREMENTS

- 1) The herein-described treatment works, structures, electrical and mechanical equipment shall be adequately protected from physical damage by the maximum expected one hundred (100) year flood level and operability be maintained during the twenty-five (25) year flood level.
- 2) The entire sewage treatment facility shall be adequately protected by fencing.
- 3) Continuous maintenance and operation of the listed sewage treatment facility shall be performed by or supervised by a certified operator possessing at least a class II certificate for Waste Water Treatment Plant Operators, issued by the State of West Virginia.
- 4) An instantaneous flow from the sewage disposal system shall not exceed the peak design flow at any given time.
- 5) The arithmetic mean of values for effluent samples collected in a period of seven(7) consecutive days shall not exceed 22.5 mg/l for BOD₅ and 45.0 mg/l for TSS and 3.0 mg/l for NH₃-N.

The herein-described activity is to be extended, modified, added to, made, enlarged, acquired, constructed or installed, and operated, used and maintained strictly in accordance with the terms and conditions of this permit; with the plans and specifications submitted with Permit Application No. WV0020125 (482-S), dated the 8th (16th) day of June (August), 19 83 (76), submitted with Application for Reissuance No. N/A dated the _____ day of _____, 19 _____; with the plan of maintenance and method of operation thereof submitted with such application(s); and with any applicable rules and regulations promulgated by the State Water Resources Board.

Failure to comply with the terms and conditions of this permit, with the plans and specifications submitted with Permit Application No. WV0020125 (482-S), dated the 8th (16th) day of June (August), 19 83 (76), with the information submitted with Application for Reissuance No. N/A, dated the _____ day of _____, 19 _____, and with the plan of maintenance and method of operation thereof submitted with such application(s) shall constitute grounds for the revocation or suspension of this permit and for the invocation of all the enforcement procedures set forth in Article 5A, Chapter 20 of the Code of West Virginia.

This permit is issued in accordance with the provisions of Article 5A, Chapter 20 of the Code of West Virginia and is transferable under the terms of Section 7 of said article.

By: 
Chief

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

FACILITY NAME City of Cameron LOCATION OF FACILITY Cameron, Marshall County WASTELOAD FOR MONTH OF _____
 PERMIT NUMBER WV0020125 OUTLET NUMBER 001-Discharge from sewage treatment facilities

Parameter	Limitation	Quantity			Other Units			Units	N.E.	Minimum	Avg. Monthly	Max. Daily	Units	N.E.	Minimum	Avg. Monthly	Max. Daily	Units	N.E.	Measurement Frequency	Sample Type
		Minimum	Avg. Monthly	Max. Daily	Units	N.E.	Minimum														
Flow, in Con- duit or thru limt. plant 50050	Reported	*****	*****	*****	***																
	Order Limitation	*****	*****	*****	***																
	Reported																				
BOD, 5-Day (20 Deg. C) 00310	Reported																				
	Order Limitation	N/A	60.05	120.10	lbs/day					N/A	30.0	60.0									8 Hour Composite
	Reported																				
Solids, Total Suspended 00530	Reported																				
	Order Limitation	N/A	60.05	120.10	lbs/day					N/A	30.0	60.0									8 Hour Composite
	Reported																				
Nitrogen, Total Kjeldahl (as N) 00625	Reported																				
	Order Limitation	N/A	36.03	72.06	lbs/day					N/A	18.0	36.0									8 Hour Composite
	Reported																				
PH 00400	Reported	*****	*****	*****	***																
	Order Limitation	*****	*****	*****	***					6.0	N/A	9.0									
	Reported																				
Coliform, Fecal General 74055	Reported	MF	--	MPN																	
	Order Limitation	Circle	Method	used						N/A	200	400									counts 100 ml
	Reported																				

Name of Principal Exec. Officer _____
 Title of Officer _____

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Date Completed _____
 Signature of Principal Exec. Officer or Authorized Agent _____