

2000
MEC

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MEC

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August 9, 2000

To Whom It May Concern:

Enclosed for your records please find a copy of the transcript for the \$2,050,000.00 City of Nitro, West Virginia Sewerage System Revenue Bonds Series 2000 A which closed on June 28, 2000.

Sincerely,



Cynthia L. Pennington

Cc: City of Nitro, Municipal Bond Commission

West Virginia Water Development Authority

Jackson and Kelly, United National Bank

DEP/cover letter only

\$2,050,000.00

THE CITY OF NITRO, WEST VIRGINIA

SEWERAGE SYSTEM REVENUE BONDS

SERIES 2000 A

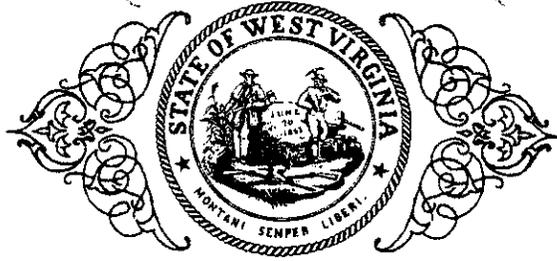
\$2,050,000.00
THE CITY OF NITRO, WEST VIRGINIA
SEWERAGE SYSTEM REVENUE BONDS
SERIES 2000 A

CLOSING DOCUMENTS LIST

1. Certified copies of Chapter 16, Article 13, and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended
2. Certified copy of the Charter of the City of Nitro
3. Oaths of Office of City Council
4. Ordinance Creating Sanitary Board
5. Appointments and Oaths of Sanitary Board
6. Petition of Sanitary Board
7. Sanitary Board Minutes of January 25, 2000
8. Certified copy of Ordinance enacted by City Council on June 13, 2000
9. Affidavit of Publication of Abstract of Ordinance and Notice of Public Hearing
10. Minutes of City Council Meeting of February 15, 2000
11. Minutes of City Council Meeting of June 13, 2000
12. Minutes of Public Hearing of June 27, 2000
13. Certified copy of Supplemental Resolution adopted June 27, 2000
14. Minutes of City Council Meeting of June 27, 2000
15. Bond Purchase Agreement dated May 12, 2000
16. Municipal Bond Commission New Issue Form
17. Cross-Receipt for Bonds and Bond Proceeds
18. PSC Certificate of Convenience and Necessity
19. NPDES Permit

20. Evidence of Putnam County Commission Grant
21. General Certificate
22. Direction to Authenticate and Deliver Bonds
23. Certificate as to Use of Proceeds
24. Engineer's Certificate, with Schedule A attached
25. Registrar's Agreement
26. Certificate of Registration
27. Registrar's Certificate
28. Acceptance of Appointment as Depository Bank
29. Opinion of Vaughan Law Firm, Registrar's Counsel
30. Opinion of Vaughan Law Firm, Bond Counsel, regarding the validity of the Bonds
31. Opinion of Philip Gaujot, City Attorney and Issuer's Counsel
32. Opinion of Vaughan Law Firm, Counsel to the Sanitary Board
33. Final Title Opinion of Vaughan Law Firm
34. Opinion of Ralph W. Laton, CPA, regarding debt service coverage and parity bonds
35. Specimen Bond
36. Letter from Infrastructure Council Approving Project
37. Consent from WDA for Parity Bonds
38. Financing Statements
39. Evidence of North Putnam PSD's support
40. Nitro Resolution
- 40a. Nitro Petition to Putnam County
- 40b. Putnam County Commission Order allowing extension of project

State of West Virginia



Certificate

*I, Ken Hechler, Secretary of State of the
State of West Virginia, hereby certify that*

**THIS IS A TRUE COPY OF CHAPTER 22C, ARTICLE 2 OF THE WEST VIRGINIA
CODE, AS INDICATED BY THE RECORDS OF THIS OFFICE.**



*Given under my hand and the
Great Seal of the State of
West Virginia on
June 28, 2000*

Ken Hechler

by Mary P. Grotz, Secy.
Secretary of State

§ 22C-1-24

ENVIRONMENTAL RESOURCES

the necessary appurtenances in the new location in, on, over or under the property of the authority for as long a period and upon the same terms as it had the right to maintain and operate such facilities in their former location. (1994, c. 61.)

§ 22C-1-24. Financial interest in contracts prohibited; penalty.

No officer, member or employee of the authority shall be financially interested, directly or indirectly, in any contract of any person with the authority, or in the sale of any property, real or personal, to or from the authority. This section does not apply to contracts or purchases of property, real or personal, between the authority and any governmental agency. If any officer, member or employee of the authority has such financial interest in a contract or sale of property prohibited hereby, he or she is guilty of a misdemeanor, and, upon conviction thereof, shall be fined not more than one thousand dollars, or imprisoned in the county jail not more than one year, or both fined and imprisoned. (1994, c. 61.)

§ 22C-1-25. Meetings and records of authority to be kept public.

All meetings of the authority shall be open to the public and the records of the authority shall be open to public inspection at all reasonable times, except as otherwise provided in this section. All final actions of the authority shall be journalized and such journal shall also be open to the inspection of the public at all reasonable times. Any records or information relating to secret processes or secret methods of manufacture or production which may be obtained by the authority or other persons acting under authority of this article are confidential and shall not be disclosed. (1994, c. 61.)

§ 22C-1-26. Liberal construction of article.

The provisions of this article are hereby declared to be remedial and shall be liberally construed to effectuate its purposes and intents. (1994, c. 61.)

§ 22C-1-27. Authorized limit on borrowing.

The aggregate principal amount of bonds and notes issued by the authority shall not exceed three hundred million dollars outstanding at any one time. Provided, That in computing the total amount of bonds and notes which may at any one time be outstanding, the principal amount of any outstanding bonds or notes refunded or to be refunded either by application of the proceeds of the sale of any refunding bonds or notes of the authority or by exchange for any refunding bonds or notes, shall be excluded. (1994, c. 61; 1995, c. 252.)

WATER POLLUTION CONTROL REVOLVING FUND ACT § 22C-2-1

ARTICLE 2.

WATER POLLUTION CONTROL REVOLVING FUND ACT.

Sec.	Definitions.	Sec.	ment of fund moneys; administration of the fund.
22C-2-1.	Designation of division of environmental protection as state instrumentality for purposes of capitalization agreements with the United States environmental protection agency.	22C-2-4.	Annual audit.
22C-2-2.	West Virginia water pollution control revolving fund; disbursement revolving fund.	22C-2-5.	Collection of money due to the fund.
22C-2-3.	West Virginia water pollution control revolving fund; disbursement revolving fund.	22C-2-6.	State construction grants program established; special fund.
		22C-2-7.	Environmental review of funded projects.
		22C-2-8.	Conflicting provisions.

Editor's notes. — The Water Pollution Control Revolving Fund Act was formerly compiled in c. 20, art. 5f.

§ 22C-2-1. Definitions.

Unless the context in which used clearly requires a different meaning, as used in this article:

- (a) "Authority" means the water development authority provided for in section four § 22C-1-4j, article one of this chapter.
- (b) "Cost" as applied to any project financed under the provisions of this article means the total of all costs incurred by a local entity that are reasonable and necessary for carrying out all works and undertakings necessary or incident to the accomplishment of any project including:
 - (1) Developmental, planning and feasibility studies, surveys, plans and specifications;
 - (2) Architectural, engineering, financial, legal or other special services;
 - (3) Acquisition of land and any buildings and improvements on the land or buildings, including the discharge of any obligations of the sellers of the land, buildings or improvements;
 - (4) Site preparation and development, including demolition or removal of existing structures, construction and reconstruction, labor, materials, machinery and equipment;
 - (5) The reasonable costs of financing incurred by the local entity in the course of the development of the project, carrying charges incurred before placing the project in service, interest on funds borrowed to finance the project to a date subsequent to the estimated date the project is to be placed in service, necessary expenses incurred in connection with placing the project in service, and the funding of accounts and reserves which the authority may require; and
 - (6) Other items that the division of environmental protection determines to be reasonable and necessary.
- (c) "Fund" means the state water pollution control revolving fund provided for in this article as it may be expanded or modified from time to time pursuant

§ 22C-2-2

ENVIRONMENTAL RESOURCES

to the clean water act, as amended, the federal safe drinking water act, as amended or by the executive order of the governor issued to comply with federal laws relating to the acts.

(d) "Instrumentality" means the division of environmental protection or the agency designated by an order of the governor as having the primary responsibility for administering the fund pursuant to the federal clean water act, as amended, and the federal safe drinking water act, as amended, or other federal laws.

(e) "Local entity" means any county, city, town, municipal corporation, authority, district, public service district, commission, banking institution or political subdivision in West Virginia.

(f) "Project" means any public water or wastewater treatment facility located or to be located in or outside this state by a local entity and includes:

- (1) Sewage and wastewater collection, treatment and disposal facilities;
- (2) Public water transportation, treatment and distribution facilities;
- (3) Drainage facilities and projects;
- (4) Administrative, maintenance, storage and laboratory facilities related to the facilities delineated in subdivisions (1), (2) and (3) of this subsection;
- (5) Interests in land related to the facilities delineated in subdivisions (1), (2), (3) and (4) of this subsection; and
- (6) Other projects allowable under federal law. (1994, c. 61; 1996, c. 257.)

§ 22C-2-2. Designation of division of environmental protection as state instrumentality for purposes of capitalization agreements with the United States environmental protection agency.

The division of environmental protection shall act as the instrumentality that is empowered to enter into capitalization agreements with the United States environmental protection agency, to accept capitalization grant awards made under the federal clean water act, as amended, the safe drinking water act, as amended, and other federal laws and to otherwise manage the fund provided for in this article in accordance with the requirements of said federal laws. (1994, c. 61.)

§ 22C-2-3. West Virginia water pollution control revolving fund; disbursement of fund moneys; administration of the fund.

(a) Under the direction of the division of environmental protection, the water development authority shall establish, administer and manage a permanent and perpetual fund, to be known as the "West Virginia Water Pollution Control Revolving Fund." The fund shall be comprised of moneys appropriated to the fund by the Legislature, moneys allocated to the state by the federal government expressly for the purposes of establishing and maintaining a state water pollution control revolving fund, all receipts from loans made from the fund to local entities, all income from the investment of moneys held in the

WATER POLLUTION CONTROL REVOLVING FUND ACT § 22C-2-5

fund, and all other sums designated for deposits to the fund from any source, public or private. Moneys in the fund shall be used solely to make loans to local entities to finance or refinance the costs of a project. Provided, That moneys in the fund shall be utilized to defray the costs incurred by the authority and the division of environmental protection in administering the provisions of this article: Provided, however, That moneys in the fund shall be used to make grants for projects to the extent allowed or authorized by federal law.

(b) The director of the division of environmental protection, in consultation with the authority, shall promulgate legislative rules in accordance with the provisions of article three [§ 29A-3-1 et seq.], chapter twenty-nine-a of this code, to:

- (1) Govern the disbursement of moneys from the fund; and
 - (2) Establish a state water pollution control revolving fund program to direct the distribution of grants or loans from the fund to particular local entities and establish the interest rates and repayment terms of the loans.
- (c) In order to carry out the administration and management of the fund, the authority is authorized to employ officers, employees, agents, advisers and consultants, including attorneys, financial advisers, engineers, other technical advisers and public accountants and, notwithstanding any provisions of this code to the contrary, to determine their duties and compensation without the approval of any other agency or instrumentality.

(d) The authority shall promulgate legislative rules in accordance with the provisions of article three [§ 29A-3-1 et seq.], chapter twenty-nine-a of this code to govern the pledge of loans to secure bonds of the authority.

(e) All moneys belonging to the fund shall be kept in appropriate depositories and secured in conformance with this code. Disbursements from the fund shall be authorized for payment by the director of the authority or the director's designee. Any depository or officer of the depository to which moneys of the fund are paid shall act as trustee of the moneys and shall hold and apply them solely for the purposes for which the moneys are provided under this article. Moneys in the fund shall not be commingled with other money of the authority. If not needed for immediate use or disbursement, moneys in the fund may be invested or reinvested by the authority in obligations or securities which are considered lawful investments for public funds under this code. (1994, c. 61; 1996, c. 257.)

§ 22C-2-4. Annual audit.

The authority shall cause an audit of its books and accounts to be made at least once each fiscal year by certified public accountants, and the cost thereof may be defrayed as a part of the cost of construction of a project or as an administrative expense under the provisions of subsection (a), section three [§ 22C-2-3(a)] of this article. (1994, c. 61.)

§ 22C-2-5. Collection of money due to the fund.

In order to ensure the timely payment of all sums due and owing to the fund under a revolving fund loan agreement between the state and a local entity,

and notwithstanding any provisions of this code to the contrary, the authority has and may, at its option, exercise the following rights and remedies in the event of any default by a local entity under a loan agreement:

(a) The authority may directly impose, in its own name and for its own benefit, service charges upon all users of a project funded by a loan distributed to a local entity pursuant to this article, and may proceed directly to enforce and collect the service charges, together with all necessary costs of the enforcement and collection.

(b) The authority may exercise, in its own name or in the name of and as the agent for a particular local entity, all of the rights, powers and remedies of the local entity with respect to the project or which may be conferred upon the local entity by statute, rule, regulation or judicial decision, including all rights and remedies with respect to users of the project funded by the loan distributed to that local entity pursuant to this article.

(c) The authority may, by civil action, mandamus or other judicial or administrative proceeding, compel performance by a local entity of all of the terms and conditions of the loan agreement between the state and that local entity including:

- (1) The adjustment of service charges as required to repay the loan or otherwise satisfy the terms of the loan agreement;
- (2) The enforcement and collection of service charges; and
- (3) The enforcement by the local entity of all rights and remedies conferred by statute, rule, regulation or judicial decision.

The rights and remedies enumerated in this section are in addition to rights and remedies conferred upon the authority by law or pursuant to the loan agreement. (1994, c. 61; 1996, c. 257.)

§ 22C-2-6. State construction grants program established; special fund.

(a) The director of the division of environmental protection shall promulgate rules in accordance with the provisions of chapter twenty-nine-a (§ 29A-1-1 et seq.) of this code to establish a state construction grants program that is designed to complement and supplement the state water pollution control revolving fund program established pursuant to subsection (b), section three (§ 22C-2-3(b)) of this article.

(b) The special fund designated "The West Virginia Construction Grants Fund" established in the state treasury is continued. The special fund shall be comprised of moneys appropriated to said fund by the Legislature, assessments on existing wastewater treatment facilities, and all other sums designated for deposit to the special fund from any source, public or private. Provided, That such assessments shall be made and collected in accordance with fee schedules to be established by legislative rules promulgated by the director of the division of environmental protection, in accordance with chapter twenty-nine-a of this code. Moneys in the special fund shall be used solely for the state construction grants program established under subsection (a) of this section. Provided, however, That moneys in the special fund may be utilized to

defray the costs incurred by the division of environmental protection in administering the provisions of this section. (1994, c. 61.)

§ 22C-2-7. Environmental review of funded projects.

(a) The division of environmental protection shall conduct an environmental review on each project funded under this article. The director of the division of environmental protection shall promulgate legislative rules in accordance with the provisions of article three (§ 29A-3-1 et seq.), chapter twenty-nine-a of this code to implement the environmental review of funded projects: Provided, That the rules shall be consistent with the regulations promulgated by the United States environmental protection agency pursuant to the federal clean water act, as amended.

(b) The director of the division of environmental protection is authorized to direct a local entity, or its agent, to implement all measures that, in the judgment of the director, are necessary in order to mitigate or prevent adverse impacts to the public health, safety or welfare or to the environment that may result from a project funded under this article. The director is further authorized to require all projects to comply with all other appropriate federal laws and regulations that are required of the projects under the federal clean water act, as amended. (1994, c. 61; 1996, c. 257.)

§ 22C-2-8. Conflicting provisions.

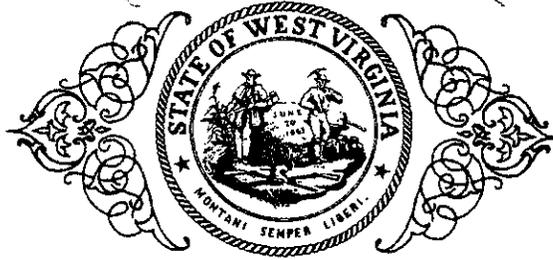
The provisions of this article shall be liberally construed to the end that its beneficial purposes may be effectuated. Insofar as the provisions of this article are inconsistent with the provisions of any other general, special or local law, the provisions of this article are controlling. (1994, c. 61.)

ARTICLE 3.

SOLID WASTE MANAGEMENT BOARD.

<p>Sec. 22C-3-1. Short title.</p> <p>22C-3-2. Legislative findings; declaration of policy and responsibility; purpose and intent of article.</p> <p>22C-3-3. Definitions.</p> <p>22C-3-4. Solid waste management board; organization of board; appointment and qualification of board members; their term of office, compensation and expenses; director of board.</p> <p>22C-3-5. Board to designate and establish disposal sheds; construction, maintenance, etc., of disposal projects; loan agreements; compliance with federal and state law.</p> <p>22C-3-6. Powers, duties and responsibilities of board generally.</p>	<p>Sec. 22C-3-7. Development of state solid waste management plan.</p> <p>22C-3-8. Power of board to collect service charges and exercise other powers of governmental agencies in event of default; power to require governmental agencies to enforce their rights.</p> <p>22C-3-9. Development and designation of solid waste disposal sheds by board.</p> <p>22C-3-10. Board empowered to issue solid waste disposal revenue bonds, renewal notes and refunding bonds; requirements and manner of such issuance.</p> <p>22C-3-11. Establishment of reserve funds, replacement and improvement funds and sinking funds; fiscal</p>
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State of West Virginia



Certificate

*I, Ken Hechter, Secretary of State of the
State of West Virginia, hereby certify that*

THIS IS A TRUE COPY OF CHAPTER 16, ARTICLE 13 OF THE WEST VIRGINIA
CODE, AND CHAPTER 16, ARTICLE 13 OF THE 2000 CUMULATIVE
SUPPLEMENT TO THE WEST VIRGINIA CODE, AS INDICATED BY THE
RECORDS OF THIS OFFICE.



*Given under my hand and the
Great Seal of the State of
West Virginia on
June 28, 2000*

Ken Hechter

*Secretary of State
by Mary P. Raloff, Secy.*

sanitary district, said county court shall enter an appropriate order as hereinbefore provided, and such additional territory shall thenceforth be deemed an integral part of such sanitary district. (1933, Ex. Sess., c. 24, § 13.)

Editor's notes. -- As to the designation of county courts as county commissions, see W. Va. Const., art. IX, § 9.

§ 16-12-14. Disconnection of territory from sanitary district.

Any contiguous territory located within the boundaries of any sanitary district organized under this article, and upon the border of such sanitary district, may become disconnected from such sanitary district in the manner following, to wit: Ten percent or more of the legal voters resident in the territory sought to be disconnected from such sanitary district may petition the county court [county commission] of the county in which the original petition for the organization of said sanitary district was filed, to cause the question of such disconnection to be submitted to the legal voters of such territory whether such territory shall be disconnected. Said petition shall be addressed to the county court of the county in which the original petition for the formation of such sanitary district was filed and shall contain a definite description of the boundaries of such territory to be disconnected and recite as a fact, that there is no bonded indebtedness of such sanitary district incurred while such territory to be disconnected was a part of such sanitary district and that such territory to be disconnected is not, at the time of the filing of such petition, and will not be, either benefited or served by any work or improvement either then existing or then authorized by said sanitary district. Upon filing such petition in the office of the county clerk of the county in which the original petition for the formation of such sanitary district has been filed it shall be the duty of the county court of the county in which the original petition for the formation of such sanitary district was filed, to consider the boundaries of such territory and the facts upon which the petition is founded, and shall consider the limits and boundaries of such proposed territory, in the same manner as provided for locating, fixing and deciding of the limits and boundaries of the original sanitary district, as provided in section one [§ 16-12-1] of this article. If any part of the territory proposed to be disconnected is situated in another county or counties other than that county in which the original petition was filed, then it shall be the duty of the said county court of the county in which the original petition was filed to call to its assistance the county courts of counties in which portions of such territory proposed to be disconnected is situated; such county courts shall constitute themselves a board of commissioners, and after electing a presiding officer from among themselves, shall consider the boundaries of such territory and the facts upon which the petition is founded, and shall consider the limits and boundaries of such proposed territory to be disconnected, in the same manner as provided for locating, fixing and deciding of the limits and boundaries of the original sanitary district, as provided in section one of this article: Provided, however, That it shall be the duty of the county

court or the board of commissioners to deny the prayer of the petition for the disconnecting of any territory from the original sanitary district, if the material allegations therein contained are not founded in fact.

Notice shall be given by the county court of the time and place, when and where all persons interested will be heard substantially as provided in section one [§ 16-12-1] of this article. The conduct of the hearing and the manner of conducting the subsequent election on the question whether such territory shall become disconnected and the issuance, reception, return and canvassing of the ballots shall be, as nearly as possible, in accordance with the provisions of section one of this article. The ballots for the election provided for in this section shall be substantially as follows, to wit:

- For disconnection from sanitary district.
- Against disconnection from sanitary district.

If a majority of the votes cast at such election shall be in favor of disconnection, and if the trustees of such sanitary district shall, by ordinance, disconnect such territory, thereupon the county court of the county in which the original petition for the formation of such sanitary district was filed, shall enter an appropriate order in the records of the said county court and thereafter such territory shall henceforth be deemed disconnected from such sanitary district. (1933, Ex. Sess., c. 24, § 14.)

Editor's notes. -- As to the designation of county courts as county commissions, see W. Va. Const., art. IX, § 9.

ARTICLE 13.

SEWAGE WORKS OF MUNICIPAL CORPORATIONS AND SANITARY DISTRICTS.

- | | | | |
|---------------|---|----------------|---|
| Sec. 16-13-1. | Acquisition, operation, etc., of works: acquisition of property: issuance of bonds. | Sec. 16-13-10. | Interest on and redemption of bonds: form: statement on face of bond: negotiability: exemption from taxation: registration: execution: sale: disposition of surplus proceeds: additional and temporary bonds. |
| 16-13-2. | Sanitary board to supervise and control construction, etc., of works: appointment of board: definitions. | 16-13-11. | Additional bonds to extend or improve works. |
| 16-13-3. | Powers of sanitary board: contracts: employees: compensation thereof: extensions and improvements: replacement of damaged public works. | 16-13-12. | Additional bonds for extension, etc., of works to have equal priority with original bonds. |
| 16-13-4. | Payment of preliminary expenses of surveys, etc. | 16-13-13. | Application of revenue from bonds: lien. |
| 16-13-5. | Ordinance necessary before acquisition or construction of works. | 16-13-14. | Securing bonds by trust indenture. |
| 16-13-6. | Publication and hearing upon ordinance. | 16-13-15. | Sinking fund: transfer of balance of net revenues. |
| 16-13-7. | Acquisition by condemnation or purchase. | 16-13-16. | Rates for service: change or readjustment: hearing: lien and recovery: discontinuance of services. |
| 16-13-8. | Cost of works. | 16-13-17. | Municipality subject to established rates. |
| 16-13-9. | Contracts and obligations incurred to be paid for solely by revenue bonds. | 16-13-18. | Supervision of works by sanitary |

- Sec. board; organization of board; qualifications, terms and compensation of members.
- 16-13-18a. Publication of financial statement.
- 16-13-19. Contract with other municipalities for service of works; powers of lessee as to rates; intercepting sewers.
- 16-13-20. Discharge of lien on property acquired.
- 16-13-21. Action on certificates or attached coupons; receivers.
- 16-13-22. Powers conferred in addition to existing powers; jurisdiction outside corporate limits.
- 16-13-22a. Grants, loans and advances.
- 16-13-22b. Contracts for abatement of pollution.
- 16-13-22c. Refunding bonds.
- 16-13-22d. Subordination of bonds.
- 16-13-22e. Operating contract.
- 16-13-22f. Exemption of bonds from taxation.
- 16-13-22g. Covenants with bondholders.
- 16-13-23. Article deemed full authority for construction, etc., of works and issue of bonds; alternative method; powers of state department of health unaffected.
- 16-13-23a. Additional powers of municipality upon receipt of order to cease pollution.
- 16-13-24. Article to be construed liberally.

Va. 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

Legislative intent. — It appears clear that the legislature recognized the need for municipal utility systems; however, it did not wish the municipality to become generally obligated for the building or acquisition of the system. Financing is provided for primarily by revenue bonds, and bondholders are assured of a safe investment through the collection of sufficient user charges to service the bonds and maintain the assets of the system. *Op. Att'y Gen.*, April 3, 1979.

Limitations. — Where a city made an agreement with the federal works administrator under the War Mobilization and Reconversion Act of 1944 with regard to advances of money to the city for the purpose of plan preparation for construction of a proposed sewage treatment and disposal system, the limitation imposed by this article would be read into the agreement, since the parties are presumed to know the extent of the city's authority to make a binding contract. *United States v. City of Charleston*, 149 F. Supp. 866 (S.D.W. Va. 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

Nonresidents. — Municipality may not compel nonresidents to connect with a municipal sewer extended without its corporate limits. 48 *Op. Att'y Gen.*, 19 (1958).

Ordinance held valid. — An ordinance of a municipal corporation, creating a sanitary board and authorizing such sanitary board to enter into contracts for the construction of a sewage system, was within the police power of the State delegated to municipalities by this chapter. *West Virginia Water Serv. Co. v. Cunningham*, 143 W. Va. 1, 98 S.E.2d 891 (1957).

Editor's notes. — Acts 1968, 1st Ex. Sess., c. 3, redesignated the board of health and the department of health as the division of health, within the department of health and human resources. See also Acts 1967, c. 225.

Constitutionality. — See *Brewer v. City of Point Pleasant*, 114 W. Va. 572, 172 S.E. 717 (1934); *Stevenson v. City of Bluefield*, 39 F. Supp. 462 (S.D.W. Va. 1941); *West Virginia Water Serv. Co. v. Cunningham*, 143 W. Va. 1, 98 S.E.2d 891 (1957).

Obligations incurred by a city under the authority of this article permitting the issuance of revenue bonds for the construction of sewers are not to be deemed "debts" within the constitutional inhibition. *United States v. City of Charleston*, 149 F. Supp. 866 (S.D.W. Va. 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

In general. — The effect of the provisions of this article is to authorize and empower a municipal corporation in this State to own, construct, equip, operate and maintain sewer systems, to place the construction, operation and management of such systems under the supervision and control of a sanitary board appointed by the governing body, to authorize such board to operate, manage and control them and to order and complete any extensions or betterments that the board may deem expedient. *State ex rel. City of Wheeling v. Renick*, 145 W. Va. 640, 116 S.E.2d 763 (1960).

Conflict of laws. — There is no conflict between this article, authorizing a city to incur expenses which are to be payable solely from the proceeds of revenue bonds, and the general statutory limitations on the expenditure of money and incurring of obligations with respect to funds produced by tax levies. *United States v. City of Charleston*, 149 F. Supp. 866 (S.D.W.

§ 16-13-1. Acquisition, operation, etc., of works; acquisition of property; issuance of bonds.

Any municipal corporation and/or sanitary district in the state of West Virginia is hereby authorized and empowered to own, acquire, construct, equip, operate and maintain within and/or without the corporate limits of such municipal corporation, a sewage collection system and/or a sewage treatment plant or plants, intercepting sewers, outfall sewers, force mains, pumping stations, ejector stations, and all other appurtenances necessary or useful and convenient for the collection and/or treatment, purification and disposal, in a sanitary manner, of the liquid and solid waste, sewage, night soil and industrial waste of such municipal corporation and/or sanitary district, including acquisition of the municipal sewerage system resulting from the severance of a combined waterworks and sewerage system pursuant to section one-b (§ 8-20-1b), article twenty, chapter eight of this code, and shall have authority to acquire by gift, grant, purchase, condemnation, or otherwise, all necessary lands, rights-of-way and property therefor, within and/or without the corporate limits of such municipal corporation and/or sanitary district, and to issue revenue bonds to pay the cost of such works and property; and any such municipality may serve and supply the facilities of such sewerage system within the corporate limits of such municipality and within the area extending twenty miles beyond the corporate limits of such municipality: Provided, That such municipality shall not serve or supply the facilities of such sewerage system within the corporate limits of any other municipality without the consent of the governing body thereof. No obligations shall be incurred by any such municipality and/or sanitary district in such construction or acquisition except such as is payable solely from the funds provided under the authority of this article. (1933, Ex. Sess., c. 25, § 1; 1955, c. 132; 1986, c. 118.)

Use of territory in adjoining state authorized. — *Bernard v. City of Bluefield*, 117 W. Va. 556, 186 S.E. 298 (1936).

Quoted in State ex rel. City of Wheeling v. Renick, 145 W. Va. 640, 116 S.E.2d 763 (1960).

Cited in City of Beckley v. Craighead, 125 W. Va. 484, 24 S.E.2d 908 (1943); *Delardas v. Morgantown Water Comm'n.*, 148 W. Va. 776, 137 S.E.2d 426 (1964).

§ 16-13-2. Sanitary board to supervise and control construction, etc., of works; appointment of board; definitions.

The construction, acquisition, improvement, equipment, custody, operation and maintenance of any such works for the collection, treatment or disposal of sewage and the collection of revenues therefrom for the service rendered thereby, shall be under the supervision and control of a sanitary board appointed by the governing body as set forth in section eighteen (§ 16-13-18) of this article. The term "works" as used in this article shall be construed to mean and include a works for the collection and/or treatment, purification and

disposal of sewage, in its entirety or any integral part thereof. The term "municipality" as used in this article shall be construed to mean any municipal corporation, incorporated city, town, village or sanitary district in the State of West Virginia. The term "governing body" as used in this article shall be construed to mean the mayor and council or other legally constituted governing body of any municipality. The term "board" when hereinafter used in this article shall be construed to mean the sanitary board as set up in section eighteen of this article. (1933, Ex. Sess., c. 25, § 2.)

**Quoted in State ex rel. City of Wheeling v. Renick, 145 W. Va. 640, 116 S.E.2d 763 (1960).
Morgantown Water Comm'n. 148 W. Va. 776.
Cited in United States v. City of Charleston. 137 S.E.2d 426 (1964).**

§ 16-13-3. Powers of sanitary board; contracts; employees; compensation; extensions and improvements; replacement of damaged public works.

The board shall have power to take all steps and proceedings and to make and enter into all contracts or agreements necessary or incidental to the performance of its duties and the execution of its powers under this article: Provided, That any contract relating to the financing of the acquisition or construction of any such works, or any trust indenture as hereinafter provided for, shall be approved by the governing body of such municipality before the same shall be effective. The board may employ engineers, architects, inspectors, superintendents, managers, collectors, attorneys, and such other employees as in its judgment may be necessary in the execution of its powers and duties, and may fix their compensation, all of whom shall do such work as the board shall direct. All such compensation and all expenses incurred in carrying out the provisions of this article shall be paid solely from funds provided under the authority of this article, and the board shall not exercise or carry out any authority or power herein given it so as to bind said board of said municipality beyond the extent to which money shall have been or may be provided under the authority of this article. No contract or agreement with any contractor or contractors for labor and/or material, exceeding in amount the sum of five thousand dollars, shall be made without advertising for bids, which bids shall be publicly opened and award made to the best bidder, with power in the board to reject any or all bids. After the construction, installation, and completion of the works, or the acquisition thereof, the board shall operate, manage and control the same and may order and complete any extensions, betterments and improvements of and to the works that the board may deem expedient, if funds therefor be available or are made available as provided in this article, and shall establish rules and regulations for the use and operation of the works, and of other sewers and drains connected therewith so far as they may affect the operation of such works, and do all things necessary or expedient for the successful operation thereof. The sanitary board may declare an emergency situation in the event of collector line breaks or vital treatment plant equipment failure and shall be exempted from competitive bidding require-

ments and enter into direct purchase agreements or contracts for such expenses. All public ways or public works damaged or destroyed by the board in carrying out its authority under this article shall be repaired or repaired by the board and placed in their original condition, as nearly as practicable, if requested so to do by proper authority, out of the funds provided by this article. (1933, Ex. Sess., c. 25, § 3; 1989, c. 133.)

Immunity. — A contractor under contract with the sanitary board of a municipality for construction of a sewage treatment and disposal system is not entitled to the governmental immunities of the municipality incident to the construction project. *West Virginia Water Serv. Co. v. Cunningham*, 143 W. Va. 1, 98 S.E.2d 891 (1957).

Third party. — Where a contract between a municipal sanitary board and a contractor, providing for the construction of a sanitary sewage system, provides inter alia that "existing surface, overhead or subsurface structures damaged or destroyed by reason of the contractor's

operations shall be promptly repaired or replaced in a satisfactory manner at the cost and expense of the contractor," and the contractor by job order requests enters into a contract with an existing water company to remove certain of the latter's water pipes which interfere with the construction of the sewage system, the contractor, in a notice of motion for judgment proceeding instituted by the water company is liable for the expense so incurred. *West Virginia Water Serv. Co. v. Cunningham*, 143 W. Va. 1, 98 S.E.2d 891 (1957).

Stated in State ex rel. City of Wheeling v. Renick, 145 W. Va. 640, 116 S.E.2d 763 (1960).

§ 16-13-4. Payment of preliminary expenses of surveys, etc.

All necessary preliminary expenses actually incurred by the board of any municipality in the making of surveys, estimates of costs and of revenue, employment of engineers or other employees, the giving of notices, taking of options and all other expenses of whatsoever nature, necessary to be paid prior to the issue and delivery of the revenue bonds pursuant to the provisions of this article, may be met and paid in the following manner. Said board may from time to time certify such items of expense to the clerk or recorder of said municipality, directing him to pay the several amounts thereof, and thereupon said clerk or recorder shall at once draw a warrant or warrants upon the treasurer of said municipality, which warrant or warrants shall be paid out of the general funds of said municipality not otherwise appropriated, without a special appropriation being made therefor by the governing body; or, in case there are no general funds of such municipality not otherwise appropriated, the clerk or recorder shall recommend to the governing body the temporary transfer from other funds of such municipality of a sufficient amount to meet such items of expense, or the making of a temporary loan for such purpose, and such governing body shall thereupon at once make such transfer of funds, or authorize such temporary loan in the same manner that other temporary loans are made by such municipality. Provided, however, That the fund or funds of such municipality from which such payments are made shall be fully reimbursed and repaid by said board out of the first proceeds of the sale of revenue bonds hereinafter provided for, and before any other disbursements are made therefrom, and the amount so advanced to pay such preliminary expenses, shall be a first charge against the proceeds resulting from the sale of such revenue bonds until the same has been repaid as herein provided. (1933, Ex. Sess., c. 25, § 4.)

Advances. — Money used in preliminary engineering work prior to actually beginning construction of a sewage disposal system need not be handled by the sanitary board in accordance with the provisions of §§ 16-13-1, 16-13-18 and this section. The sanitary board is an agency of the city. This article merely requires that the construction and maintenance of the project be under the supervision and control of the sanitary board. A method is provided whereby the sanitary board may meet its own necessary preliminary expenses; but the city, in the early stages of the project, during that period in which the city has not even decided to go ahead with the work, and when there is no sanitary board in existence, is not prevented by any provision in the article from obtaining advances for plan preparation by any procedure which it may see fit to adopt. *United States v. City of Charleston*, 149 F. Supp. 866 (S.D.W. Va., 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

The United States was held entitled to recover from a city the amount of three advances of money made to the city by the federal works agency for the purpose of plan preparation for construction of a proposed sewage treatment and disposal system, and the city sanitary board was ordered to issue a requisition to the trustees, into whose hands proceeds of future bond issues came, to repay such advances out of any funds in its hands comprising proceeds of revenue bond issues. *United States v. City of Charleston*, 149 F. Supp. 866 (S.D.W. Va., 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

Repayment. — A municipality is authorized to incur obligations for the purpose of defraying preliminary expenses of sewer projects, provided repayment of such obligations is to be made solely from the proceeds of revenue bonds, and not in any way from tax levies. *United States v. City of Charleston*, 149 F. Supp. 866 (S.D.W. Va., 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

§ 16-13-5. Ordinance necessary before acquisition or construction of works.

Before any municipality shall construct or acquire any works under this article, the governing body shall upon petition of the board, enact an ordinance or ordinances which shall: (a) Set forth a brief and general description of the works and, if the same are to be constructed, a reference to the preliminary report which shall heretofore have been prepared and filed by an engineer chosen by the board as aforesaid; (b) set forth the cost thereof estimated by the engineer chosen as aforesaid; (c) order the construction or acquisition of such works; (d) direct that revenue bonds of the municipality shall be issued pursuant to this article in such an amount as may be found necessary to pay the cost of the works; and (e) contain such other provisions as may be necessary in the premises. (1933, Ex. Sess., c. 25, § 5.)

Quoted in *United States v. City of Charleston*, 149 F. Supp. 866 (S.D.W. Va., 1957).

Stated in *State ex rel. City of Wheeling v. Renick*, 145 W. Va. 640, 116 S.E.2d 763 (1960).

§ 16-13-6. Publication and hearing upon ordinance.

After such ordinance shall have been adopted, an abstract of the ordinance, determined by the governing body to contain sufficient information as to give notice of the contents of such ordinance, together with the following described notice, shall be published as a Class II legal advertisement in compliance with the provisions of article three [§ 59-3-1 et seq.], chapter fifty-nine of this Code, and the publication area for such publication shall be the municipality. The notice shall state that said ordinance has been adopted, and that the municipality contemplates the issuance of the bonds described in the ordinance, and that any person interested may appear before the governing body upon a certain date, which shall not be less than ten days subsequent to the first date of publication of such abstract and notice which shall not be prior to the last

date of publication of such abstract and notice, and present protests. 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: Provided, however, That if at such a hearing written protest is filed by thirty percent or more of the owners of real estate situate in said municipality, then the governing body of said municipality shall not take further action unless four fifths of the qualified members of the said governing body assent thereto. (1933, Ex. Sess., c. 25, § 6; 1967, c. 105; 1981, 1st Ex. Sess., c. 2.)

§ 16-13-7. Acquisition by condemnation or purchase.

Every such municipality shall have power to condemn any such works to be acquired and any land, rights, easements, franchises and other property, real or personal, deemed necessary or convenient for the construction of any such works, or for extensions, improvements, or additions thereto, and in connection therewith may have and exercise all the rights, powers and privileges of eminent domain granted to municipal corporations under the laws relating thereto. Title to property condemned shall be taken in the name of the municipality. Proceedings for such appropriation of property shall be under and pursuant to the provisions of chapter fifty-four [§ 54-1-1 et seq.], of the Code of West Virginia, one thousand nine hundred thirty-one, and acts amendatory and supplemental thereto: Provided, That the municipality shall be under no obligation to accept and pay for any property condemned, and shall in no event pay for any property condemned or purchased, except from the funds provided pursuant to this article; and in any proceedings to condemn, such orders may be made as may be just to the municipality and to the owners of the property to be condemned, and an undertaking or other security may be required securing such owners against any loss or damage to be sustained by reason of the failure of the municipality to accept and pay for the property, but such undertaking or security shall impose no liability upon the municipality except such as may be paid from the funds provided under the authority of this article. In event of the acquisition by purchase the board may obtain and exercise an option from the owner or owners of said property for the purchase thereof, or may enter into a contract for the purchase thereof, and such purchase may be made upon such terms and conditions, and in such manner as the board may deem proper. In event of the acquisition of any works already constructed by purchase or condemnation, the board at or before the time of the adoption of the ordinance described in section five [§ 16-13-5] hereof, shall cause to be determined what repairs, replacements, additions, and betterments will be necessary in order that such works may be effective for their purpose, and an estimate of the cost of such improvements shall be included in the estimate of the cost required by section five hereof, and such improvement shall be made upon the acquisition of the works and as a part of the cost thereof. (1933, Ex. Sess., c. 25, § 7.)

§ 16-13-8. Cost of works.

The cost of the works shall be deemed to include the cost of acquisition or construction thereof, the cost of all property, rights, easements, and franchises

deemed necessary or convenient therefor and for the improvements determined upon as provided in this article; interest upon bonds prior to and during construction or acquisition and for six months after completion of construction or of acquisition of the improvement last mentioned; engineering and legal expenses; expense for estimates of cost and of revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, and such other expenses as may be necessary or incident to the financing herein authorized and the construction or acquisition of the works and the placing of the works in operation and the performance of the things herein required or permitted in connection with any thereof. (1933, Ex. Sess., c. 25, § 8.)

Advances. — Advances from the United States to a city for the purpose of plan preparation for construction of a proposed sewage treatment and disposal system represent a part of the cost of the works which should have been repaid out of the first proceeds received from the sale of the first issue of revenue bonds. Such repayment would not in any way increase the cost of the works; it was the very first item of expense incurred in connection with the works. Under the agreement between the city and the United States, it was a liability from the moment construction of the sewage treatment and disposal plant was begun. No disadvantage would result to bondholders as a result of the payment of this just debt out of the proceeds of a future revenue bond issue. *United States v. City of Charleston*, 149 F. Supp. 866 (S.D. W. Va., 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

Preliminary expenses. — It is foreseen, as shown in this section, that a city may probably incur expenses in "determining the feasibility or practicability of the enterprise." Such determination would of course be made prior to the issuance of any revenue bonds, and probably before the creation of a sanitary board. It might often result in a rejection of the project altogether, in which event no revenue bonds would be issued, and any obligation incurred by the city might prove to be uncollectible. On the other hand, if the project be undertaken by the city, whatever loans may have been made on the faith of the revenue bonds would or should be included in the cost of the works and repaid out of the proceeds of the bonds. *United States v. City of Charleston*, 149 F. Supp. 866 (S.D. W. Va., 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

§ 16-13-9. Contracts and obligations incurred to be paid for solely by revenue bonds.

Nothing in this article contained shall be so construed as to authorize or permit any municipality to make any contract or to incur any obligation of any kind or nature except such as shall be payable solely from the funds provided under this article. Funds for the payment of the entire cost of the works, exclusive of any portions of the cost that may be defrayed out of any grant or contribution, shall be provided by the issuance of revenue bonds of the municipality, the principal and interest of which shall be payable solely from the fund herein provided for such payment, and said bonds shall not, in any respect, be a corporate indebtedness of such municipality, within the meaning of any statutory or constitutional limitations thereon. All the details of such bonds shall be determined by ordinance or ordinances of the municipality. (1933, Ex. Sess., c. 25, § 9; 1949, c. 93.)

Cross references. — See notes to § 16-13-8, municipality and the bondholders as effectually **Applicability.** — The provisions of this article become a part of the contract between the holders are bound by their contract in this

instance just as firmly as in any other legal contract. Consequently, the bonds do not create a corporate indebtedness of the municipality. *Brewer v. City of Point Pleasant*, 114 W. Va. 572, 172 S.E. 717 (1934); *United States v. City of Charleston*, 149 F. Supp. 866 (S.D. W. Va., 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

Contracts between municipalities. — Under the provisions of §§ 16-13-19 and 16-13-23a, a city and a town could enter into a contract whereby the city agreed to construct a sewage disposal facility and the town agreed to contribute to the cost of the construction of the facility in return for the right to use the facility.

and the fact that the town was unable to sell revenue bonds because it was not allowed to have part ownership in the treatment plant or interception sewers did not relieve the town of its contractual obligation when the city offered to buy the revenue bonds issued by the town. Since the contracts were authorized by statute and were thus not ultra vires, even if the contracts were not formally approved by ordinance, the municipalities were estopped from asserting any invalidity of the contracts on such ground. *City of Morgantown v. Town of Star City*, 156 W. Va. 529, 195 S.E.2d 166 (1973).

§ 16-13-10. Interest on and redemption of bonds; form; statement on face of bond; negotiability; exemption from taxation; registration; execution; sale; disposition of surplus proceeds; additional and temporary bonds.

Such revenue bonds shall bear interest at not more than twelve percent per annum, payable at such times, and shall mature at such time or times as may be determined by ordinance. Such bonds may be made redeemable before maturity at the option of the municipality, to be exercised by said board, at not more than the par value thereof and a premium of five percent, under such terms and conditions as may be fixed by the ordinance authorizing the issuance of the bonds. The principal and interest of the bonds may be made payable in any lawful medium. Said ordinance shall determine the form of the bonds, either coupon or registered, shall set forth any registrations and conversion privileges, and shall fix the denomination or denominations of such bonds and the place or places of payment of the principal and interest thereof, which may be at any bank or trust company within or without the State. The bonds shall contain a statement on their face that the municipality shall not be obligated to pay the same or the interest thereon except from the special fund provided from the net revenues of the works. All such bonds shall be, and shall have and are hereby declared to have all the qualities and incidents of, negotiable instruments under the Uniform Commercial Code of the State. Said bonds shall be exempt from all taxation, state, county and municipal. Such bonds shall be executed by the proper legally constituted authorities of the municipality, and be sealed with the corporate seal of the municipality, and in case any of the officers whose signatures appear on the bonds or coupons shall cease to be such officers, before delivery of such bonds, such signatures shall nevertheless be valid and sufficient for all purposes the same as if they had remained in office until such delivery. Such bonds shall be sold at a price not lower than a price, which when computed upon standard tables of bond values, will show a net return of not more than thirteen per centum per annum to the purchaser upon the amount paid therefor, and the proceeds derived therefrom shall be used exclusively for the purposes for which said bonds are issued and same may be sold at one time or in parcels as funds are needed. Any surplus

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of bond proceeds over and above the cost of the works shall be paid into the sinking fund hereinafter provided. If the proceeds of the bonds, by error of calculation or otherwise, shall be less than the cost of the works, additional bonds may in like manner be issued to provide the amount of such deficit and, unless otherwise provided in said ordinance authorizing the issuance of the bonds first issued or in the trust indenture hereinafter authorized, shall be deemed to be of the same issue and shall be entitled to payment without preference or priority of the bonds first issued. Prior to the preparation of the definitive bonds, temporary bonds may under like restrictions be issued with or without coupons, exchangeable for definitive bonds upon the issuance of the latter. (1933, Ex. Sess., c. 25, § 10; 1970, c. 11; 1980, c. 33; 1981, 1st Ex. Sess., c. 2.)

§ 16-13-11. Additional bonds to extend or improve works.

The governing body may provide by said ordinance authorizing the issuance of the bonds or in the trust indenture hereinafter referred to, that additional bonds may thereafter be authorized and issued, at one time or from time to time under such limitations and restrictions as may be set forth in said ordinance and/or trust indenture, for the purpose of extending, improving or bettering the works when deemed necessary in the public interest, such additional bonds to be secured and be payable from the revenues of the works equally with all other bonds issued pursuant to said ordinance without preference or distinction between any one bond and any other definite bonds upon the issuance of the latter. (1933, Ex. Sess., c. 25, § 11.)

§ 16-13-12. Additional bonds for extension, etc., of works to have equal priority with original bonds.

The governing body may provide by said ordinance authorizing the issuance of the bonds or in the trust indenture hereinafter referred to, that additional bonds may thereafter be authorized and issued, at one time or from time to time, under such limitations and restrictions as may be set forth in said ordinance and/or trust indenture, for the purpose of extending, improving or bettering the works when deemed necessary in the public interest, such additional bonds to be secured and be payable from the revenues of the works equally with all other bonds issued pursuant to said ordinance without preference or distinction between any one bond and any other bond by reason of priority of issuance or otherwise. (1933, Ex. Sess., c. 25, § 12.)

§ 16-13-13. Application of revenue from bonds; lien.

All moneys received from any bonds issued pursuant to this article, after reimbursements and repayment to said municipality of all amounts advanced for preliminary expenses as provided in section four (§ 16-13-4) of this article, shall be applied solely to the payment of the cost of the work, extensions, improvements or betterments, or to the appurtenant sinking fund and there shall be and hereby is created and granted a lien upon such moneys, until so

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applied, in favor of the holders of the bonds or the trustees hereinafter provided for. (1933, Ex. Sess., c. 25, § 13.)

Quoted in *United States v. City of Charles-*
ton, 149 F. Supp. 866 (S.D.W. Va. 1957).

§ 16-13-14. Securing bonds by trust indenture.

In the discretion of the governing body such bonds may be secured by a trust indenture by and between the municipality and a corporate trustee, which may be any trust company or bank having the powers of a trust company within the State of West Virginia but no such trust indenture shall convey or mortgage the works or any part thereof. The ordinance authorizing the revenue bonds and fixing the details thereof may provide that such trust indenture may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as may be reasonable and proper, not in violation of law, including covenants setting forth the duties of the municipality and the board in relation to the construction or acquisition of the works and the improvement, operation, repair, maintenance and insurance thereof, and the custody, safeguarding and application of all moneys, and may provide that the works shall be contracted for, constructed and paid for under the supervision and approval of consulting engineers employed or designated by the board and satisfactory to the original bond purchasers, successors, assigns or nominees, who may be given the right to require the security given by contractors and by any depository of the proceeds of bonds or revenues of the works or other moneys pertaining thereto be satisfactory to such purchasers, successors, assigns or nominees. Such indenture may set forth the rights and remedies of the bondholders and/or such trustee, restricting the individual right of action of bondholders as is customary in trust indentures securing bonds and debentures of corporations. Except as in this article otherwise provided, the governing body may provide by ordinance or in such trust indenture for the payment of the proceeds of the sale of the bonds and the revenues of the works to such officer, board or depository as it may determine for the custody thereof, and for the method of disbursement thereof, with such safeguards and restrictions as it may determine. (1933, Ex. Sess., c. 25, § 14.)

§ 16-13-15. Sinking fund; transfer of balance of net revenues.

At or before the issuance of any such bonds the governing body shall by said ordinance create a sinking fund, to be remitted to and administered by the West Virginia municipal bond commission, for the payment of the bonds and the interest thereon and the payment of the charges of banks or trust companies for making payment of such bonds or interest, and shall set aside and pledge a sufficient amount of the net revenues of the works, hereby defined to mean the revenues of the works remaining after the payment of the reasonable expense of operation, repair and maintenance, such amount to be paid by the board into said sinking fund at intervals to be determined by

ordinance prior to issuance of the bonds, for: (a) The interest upon such bonds as such interest shall fall due; (b) the necessary fiscal agency charges for paying bonds and interest; (c) the payment of the bonds as they fall due, or, if all bonds mature at one time, the proper maintenance of a sinking fund in such amounts as are necessary and sufficient for the payment thereof at such time; (d) a margin for safety and for the payment of premiums upon bonds retired by call or purchase as herein provided, which margin, together with any unused surplus of such margin carried forward from the preceding year, shall equal ten percent of all other amounts so required to be paid into the sinking fund. Such required payments shall constitute a first charge upon all the net revenue of the works. Prior to the issuance of the bonds the board may by ordinance be given the right to use or direct the West Virginia municipal bond commission to use such sinking fund or any part thereof in the purchase of any of the outstanding bonds payable therefrom at the market price thereof, but not exceeding the price, if any, at which the same shall in the same year be payable or redeemable, and all bonds redeemed or purchased shall forthwith be cancelled and shall not again be issued. After the payments into such fund as herein required, the board may at any time in its discretion transfer all or any part of the balance of the net revenues, after reserving an amount deemed by the board sufficient for operation, repair and maintenance for an ensuing period of not less than twelve months and for depreciation, into the sinking fund or into a fund for extensions, betterments and additions to the works. The amounts of the balance of the net revenue as and when so set apart shall be remitted to the West Virginia municipal bond commission to be retained and paid out by said commission consistent with the provisions of this article and with the ordinance pursuant to which such bonds have been issued. The West Virginia municipal bond commission is hereby authorized to act as fiscal agent for the administration of such sinking fund, under any ordinance passed pursuant to the provisions of this article, and shall invest all such sinking funds as provided by general law. Notwithstanding the foregoing, payments of principal and interest on any bonds owned by the United States of America or thereto. (1933, Ex. Sess., c. 25, § 15; 1933, 2nd Ex. Sess., c. 48; 1986, c. 118.)

§ 16-13-16. Rates for service; change or readjustment; hearing; lien and recovery; discontinuance of services.

The governing body shall have power, and it shall be its duty, by ordinance, to establish and maintain just and equitable rates or charges for the use of and the service rendered by such works, to be paid by the owner of each and every lot, parcel of real estate or building that is connected with and uses such works by or through any part of the sewerage system of the municipality, or that in any way uses or is served by such works, and may change and readjust such rates or charges from time to time. Such rates or charges shall be sufficient in each year for the payment of the proper and reasonable expense of operation, repair, replacements and maintenance of the works and for the payment of the

sums herein required to be paid into the sinking fund. Revenues collected pursuant to this section shall be deemed the revenues of the works. No such rates or charges shall be established until after a public hearing, at which all 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. After introduction of the ordinance fixing such rates or charges, and before the same is finally enacted, notice of such hearing, setting forth the proposed schedule of such rates or charges, shall be given by publication as a Class II-0 legal advertisement in compliance with the provisions of article three (§ 59-3-1 et seq.), chapter fifty-nine of this Code, and the publication area for such publication shall be the municipality. The first publication shall be made at least ten days before the date fixed in such notice for the hearing. After such hearing, which may be adjourned from time to time, the ordinance establishing rates or charges, either as originally introduced or as modified and amended, shall be passed and put into effect. A copy of the schedule of such rates and charges so established shall be kept on file in the office of the board having charge of the operation of such works, and also in the office of the clerk of the municipality, and shall be open to inspection by all parties interested. The rates or charges so established for any class of users or property served shall be extended to cover any additional premises thereafter served which fall within the same class, without the necessity of any hearing or notice. Any change or readjustment of such rates or charges may be made in the same manner as such rates or charges were originally established as hereinbefore provided: Provided, however, That if such change or readjustment be made substantially pro rata, as to all classes of service, no hearing or notice shall be required. The aggregate of the rates or charges shall always be sufficient for such expense of operation, repair and maintenance and for such sinking fund payments. All such rates or charges, if not paid when due, shall constitute a lien upon the premises served by such works. If any service rate or charge so established shall not be paid within thirty days after the same is due, the amount thereof, together with a penalty of ten percent, and a reasonable attorney's fee, may be recovered by the board in a civil action in the name of the municipality, and in connection with such action said lien may be foreclosed against such lot, parcel of land or building, in accordance with the laws relating thereto: Provided, however, That where both water and sewer services are furnished by any municipality to any premises the schedule of charges may be billed as a single amount or individually itemized and billed for the aggregate thereof. Whenever any rates, rentals or charges for services or facilities furnished shall remain unpaid for a period of thirty days after 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. The board collecting such charges shall be obligated under reasonable rules and regulations, to shut off and discontinue both water and sewer services to all delinquent users of either water facilities, or sewer facilities, or both, and shall not restore either water facilities or sewer facilities to any delinquent user of either until all delinquent charges for both water facilities and sewer facilities, including reasonable

interest and penalty charges, have been paid in full. (1933, Ex. Sess., c. 25, § 16; 1933, 2nd Ex. Sess., c. 48, 1959, c. 125; 1967, c. 105.)

Rules of Civil Procedure. — As to abolition of procedural distinctions between law and equity, see R.C.P. 2.

Applicability. — Although the public service commission concluded that cities providing only sewer service are not covered by this section, which applies to municipalities that provide both water and sewer service, the district court implicitly rejected the commission's interpretation. *City of Charleston v. Public Serv. Comm'n.*, 57 F.3d 385 (4th Cir. 1995), cert. denied, — U.S. —, 116 S. Ct. 474, 133 L. Ed. 2d 404 (1995).

Discrimination not shown. — Charges made against the users of a city sewage system were based upon the amount of water used upon the premises as indicating the extent to which the sewers were used. The charges were subject to a deduction of the amount of water retained on the premises, such amount to be determined by a meter installed by the consumer and used to record gallonage of water that had come on the property but had not been disposed of through the sewers. It was held that the method under which the charges were as-

sessed was neither capricious nor unfair although certain users had been unable to install meters used to measure their deductions. *Houchins v. City of Beckley*, 127 W. Va. 306, 32 S.E.2d 286 (1944).

Jurisdiction. — The fact that this section speaks of the enforcement of the lien in a "civil action" should not be construed as placing that jurisdiction in our courts of law simply because the word "action," strictly applied, does not usually refer to chancery practice. *City of Beckley v. Craighead*, 125 W. Va. 484, 24 S.E.2d 908 (1943).

Municipal sewer system is subject to jurisdiction of public service commission, so municipality is required to file its rates with the commission for approval in accordance with § 24-2-1 et seq. 45 Op. Atty Gen. 642 (1954).

Applied in *Brewer v. City of Point Pleasant*, 114 W. Va. 572, 172 S.E. 717 (1934).

Quoted in *State ex rel. City of Wheeling v. Renick*, 145 W. Va. 640, 116 S.E.2d 763 (1960).

Cited in *Delandras v. Morgantown Water Comm'n.*, 148 W. Va. 776, 137 S.E.2d 426 (1964).

§ 16-13-17. Municipality subject to established rates.

The municipality shall be subject to the same charges and rates established as hereinbefore provided, or to charges and rates established in harmony therewith, for service rendered the municipality, and shall pay such rates or charges when due from corporate funds and the same shall be deemed to be a part of the revenues of the works as herein defined, and be applied as herein provided for the application of such revenues. (1933, Ex. Sess., c. 25, § 17.)

Quoted in *West Virginia Water Serv. Co. v. Cuninghame*, 143 W. Va. 1, 88 S.E.2d 891 (1957).

§ 16-13-18. Supervision of works by sanitary board; organization of board; qualifications, terms and compensation of members.

The governing body shall provide by ordinance the organization of the board, and that the custody, administration, operation and maintenance of such works shall be under the supervision and control of a sanitary board, created as herein provided. Such sanitary board shall be composed of either the mayor of the municipality, or the city manager thereof, if said municipality shall have a city manager form of government, and two persons appointed by the governing body. Provided, That, in the event of an acquisition or merger of an existing sewage works, the governing body may increase the membership to a maximum of four members in addition to the mayor or city manager of the

municipality served by the board. During the construction period one of the members must be a registered professional engineer. The engineer member of the board need not be a resident of said municipality. After the construction of the plant has been completed, the engineer member may be succeeded by a person not an engineer. No officer or employee of the municipality, whether holding a paid or unpaid office, shall be eligible to appointment on said sanitary board until at least one year after the expiration of the term of his public office. Said appointees shall originally be appointed for terms of two and three years respectively, and upon the expiration of each such term and each succeeding term, an appointment of a successor shall be made in like manner for a term of three years. Vacancies shall be filled for an unexpired term in the same manner as the original appointment. Each member shall give such bond, if any, as may be required by ordinance. Such mayor or city manager shall act as chairman of the sanitary board, which shall elect a vice chairman from its members and shall designate a secretary and treasurer (but the secretary and the treasurer may be one and the same), who need not be a member or members of the sanitary board. The vice chairman, secretary and treasurer shall hold office as such at the will of the sanitary board. The members of the sanitary board shall receive such compensation for their services, either as a salary or as payments for meetings attended, as the governing body may determine, and shall be entitled to payment for their reasonable expenses incurred in the performance of their duties. The governing body shall fix the reasonable compensation of the secretary and treasurer in its discretion, and shall fix the amounts of bond to be given by the treasurer. All compensation, together with the expenses in this section referred to, shall be paid solely from funds provided under the authority of this article. The sanitary board shall have power to establish bylaws, rules and regulations for its own government. (1933, Ex. Sess., c. 25, § 18; 1939, c. 96; 1953, c. 146; 1957, c. 137; 1992, c. 95.)

In general. — The effect of the provisions of this article is to authorize and empower a municipal corporation in this State to own, construct, equip, operate and maintain sewer systems, to place the construction, operation and management of such systems under the supervision and control of a sanitary board appointed by the governing body, to authorize such board to operate, manage and control them and to order and complete any extensions or betterments that the board may deem expedient. *State ex rel. City of Wheeling v. Renick*, 145 W. Va. 640, 116 S.E.2d 763 (1960).

Construction. — There is no repugnancy between the provisions of this article and §§ 24-1-1, 24-2-1 or 24-3-1, and for these reasons, the provisions of this article do not operate to repeal any of those sections. *State ex rel. City of Wheeling v. Renick*, 145 W. Va. 640, 116 S.E.2d 763 (1960).

Adjoining state. — Since the incorporation of its sanitary board and its demonstration in the state of Virginia was the only plan by which the power intended to be granted by the legis-

lature to a city to construct a sewage disposal plant outside the State of West Virginia could be legally effectuated, the power to so incorporate its sanitary board was a necessary and incidental right to the main power granted. *Bernard v. City of Bluefield*, 117 W. Va. 556, 186 S.E. 298 (1936).

Board membership. — When a municipal corporation has a city manager form of government, the municipality's governing board has the option of appointing either its mayor or its city manager (but not both) to the municipal sanitary board. 52 Op. Atty Gen. 217 (1967).

City treasurer. — As to scope of duties and responsibilities of city treasurer as they relate to possession of funds of a sanitary board, see 52 Op. Atty Gen. 497 (1967).

Consulting engineer. — Member of city council may not serve as consulting engineer on the sanitary board on city sewer project. 49 Op. Atty Gen. 60 (1961).

Extension of service. — A public utility is under a duty to make reasonable extensions of its services to accordance with its franchise and

charter obligations and the needs of the inhabitants within the territory covered by its franchise, and a public service commission may, where its action is not unlawful, arbitrary, or capricious, order an extension of service for the inhabitants of such territory. State ex rel. City of Wheeling v. Renick. 145 W. Va. 640. 116 S.E.2d 763 (1960).

Legislative intent. — The provisions of this article do not revise the subject matter of §§ 24-1-1, 24-2-1 or 24-3-1, and they were not intended as a substitute for any of the provisions of those sections. State ex rel. City of Wheeling v. Renick. 145 W. Va. 640. 116 S.E.2d 763 (1960).

In conferring such power and authority upon a municipality by this article, the legislature did not create, or intend to create, any repugnancy or inconsistency between the provisions of this article and the pertinent provisions of chapter 24, or to repeal any of those provisions of that chapter. State ex rel. City of Wheeling v. Renick. 145 W. Va. 640. 116 S.E.2d 763 (1960).

Applied in Houchins v. City of Beckley. 127 W. Va. 306. 32 S.E.2d 286 (1944).
Cited in United States v. City of Charleston. 149 F. Supp. 866 (S.D.W. Va. 1957).

§ 16-13-18a. Publication of financial statement.

Every sanitary board shall prepare a financial statement and cause the same to be published as a Class I legal advertisement in compliance with the provisions of article three [§ 59-3-1 et seq.], chapter fifty-nine of this Code, and the publication area for such publication shall be the sanitary district. Such statement shall contain an itemized account of the receipts and expenditures of the board during the previous fiscal year, showing the source from which all money was derived, and the name of the person to whom an order was issued, together with the amount of such order, and why such order was issued, arranging the same under distinct heads, and including all money received and expended from the sale of bonds, and also a specific statement of the debts of such board, showing the purpose for which any debt was contracted, the amount of money in all funds at the end of the preceding year, and the amount of uncollected service charges. Such statement shall be prepared and published by the board as soon as practicable after the close of the fiscal year: Provided, That such statement for the fiscal year ending June thirtieth, one thousand nine hundred fifty-six, may be published any time during the year one thousand nine hundred fifty-seven. The statement shall be sworn to by the chairman and secretary and treasurer of the board. If a board fails or refuses to perform the duties hereinbefore named, every member of the board concurring in such failure or refusal shall be guilty of a misdemeanor, and, upon conviction thereof, shall be fined not less than one hundred nor more than five hundred dollars and the circuit court or criminal court and justices of the peace, of the county where the offense was committed, shall have concurrent jurisdiction to try such offense. (1957, c. 138; 1967, c. 105.)

Editor's notes. — The phrase "justice of the peace" and the word "justice," when used in a context meaning "justice of the peace," are construed to mean "magistrate." See § 50-1-17 and W. Va. Const., art. VIII, § 15.

§ 16-13-19. Contract with other municipalities for service of works; powers of lessee as to rates; intercepting sewers.

Any municipality operating a sewage collecting system and/or a sewage disposal plant or plants as defined in this article, or which as herein provided has ordered the construction or acquisition of such works (in this section called the owner), is hereby authorized to contract with one or more other municipal corporations or political subdivisions within the State (in this section called the lessee), and such lessees are hereby authorized to enter into such contracts with such owners, for the service of such works to such lessees and their inhabitants, but only to the extent of the capacity of the works without impairing the usefulness thereof to the owners, upon such terms and conditions as may be fixed by the boards and approved by ordinances of the respective contracting parties: Provided, however, That no such contract shall be made for a period of more than forty years or in violation of the provisions of said ordinance authorizing bonds hereunder or in violation of the provisions of said trust indenture. The lessee shall by ordinance have power to establish, change and adjust rates and charges for the service rendered therein by the works against the owners of the premises served, in the manner hereinbefore provided for establishing, changing and adjusting rates and charges for the service rendered in the municipality where the works are owned and operated, and such rates or charges shall be collectible and shall be a lien as herein provided for rates and charges made by the owner. The necessary intercepting sewers and appurtenant works for connecting the works of the owner with the sewerage system of the lessee shall be constructed by the owner and/or the lessee upon such terms and conditions as may be set forth in said contract, and the cost or that part of the cost thereof which is to be borne by the owner may be paid as a part of the cost of the works from the proceeds of bonds issued under this article unless otherwise provided by said ordinance or trust indenture prior to the issuance of the bonds. The income received by the owner under any such contract shall, if so provided in said ordinance or trust indenture, be deemed to be a part of the revenues of the works as in this article defined and be applied as herein provided for the application of such revenues. (1933, Ex. Sess., c. 25, § 19; 1981, 1st Ex. Sess., c. 2.)

Applied in City of Morgantown v. Town of Star City. 156 W. Va. 529. 195 S.E.2d 166 (1973).

§ 16-13-20. Discharge of lien on property acquired.

No property shall be acquired under this article upon which any lien or other encumbrance exists, unless at the time such property is acquired a sufficient sum of money be deposited in trust to pay and redeem such lien or encumbrance in full. (1933, Ex. Sess., c. 25, § 20.)

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§ 16-13-21. Action on certificates or attached coupons; receivers.

Any holder of any such certificates or any of the coupons attached thereto, and the trustee, if any, except to the extent the rights herein given may be restricted by said ordinance authorizing issuance of the bonds or by the trust indenture, may either at law or in equity, by suit, action, mandamus or other proceeding protect and enforce any and all rights granted hereunder or under such ordinance or trust indenture, and may enforce and compel performance of all duties required by this article or by such ordinance or trust indenture to be performed by the municipality issuing the bonds or by the board or any officer, including the making and collecting of reasonable and sufficient charges and rates for service rendered by the works. If there be any failure to pay the principal or interest of any of the bonds on the date therein named for such payment, any court having jurisdiction of the action may appoint a receiver to administer the works on behalf of the municipality and the bondholders and/or trustee, except as so restricted, with power to charge and collect rates sufficient to provide for the payment of the expenses of operation, repair and maintenance and also to pay any bonds and interest outstanding and to apply the revenues in conformity with this article and the said ordinance and/or trust indenture. (1933, Ex. Sess., c. 25, § 21.)

Rules of Civil Procedure. — As to abolition of procedural distinctions between law and equity, see Rule 2.

As to receivers, see Rule 66.
As to application of rules to extraordinary remedies, see Rule 81(a)(5).

§ 16-13-22. Powers conferred in addition to existing powers; jurisdiction outside corporate limits.

The authority herein given shall be in addition to and not in derogation of any power existing in any municipality under any statutory or charter provisions which it may now have or hereafter adopt. For all purposes of this article, all municipal corporations shall have jurisdiction for ten miles outside the corporate limits thereof. (1933, Ex. Sess., c. 25, § 22.)

§ 16-13-22a. Grants, loans and advances.

Any municipality is authorized and empowered to accept loans or grants and procure loans or temporary advances evidenced by notes or other negotiable instruments issued in the manner, and subject to the privileges and limitations, set forth with respect to bonds authorized to be issued under the provisions of this article, for the purpose of paying part or all of the cost of acquisition or construction of said sewage works and the construction of betterments and improvements thereto, and for the other purposes herein authorized, from any authorized agency of the state or from the United States of America or any federal or public agency or department of the United States or any private agency, corporation or individual, which loans or temporary advances, including the interest thereon, may be repaid out of the proceeds of bonds authorized to be issued under the provisions of this article, the revenues

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of the said sewage works or grants to the municipality from any agency of the state or from the United States of America or any federal or public agency or department of the United States or any private agency, corporation or individual or from any combination of such sources of payment, and to enter into the necessary contracts and agreements to carry out the purposes hereof with any agency of the state, the United States of America or any federal or public agency or department of the United States, or with any private agency, corporation or individual. Any other provisions of this article to the contrary notwithstanding, interest on any such loans or temporary advances may be paid from the proceeds thereof until the maturity of such notes or other negotiable instrument.

In no event shall any such loan or temporary advance be a general obligation of the municipality and such loans or temporary advances, including the interest thereon, shall be paid solely from the sources specified in this section. (1949, c. 93; 1961, c. 107; 1980, c. 59; 1981, 1st Ex. Sess., c. 2; 1986, c. 118.)

Stated in United States v. City of Charles-
ton. 149 F. Supp. 866 (S.D.W. Va. 1957).

§ 16-13-22b. Contracts for abatement of pollution.

When determined by its legislative body to be in the public interest and necessary for the protection of the public health, any municipality is authorized to enter into and perform contracts, whether long-term or short-term, with any industrial establishment for the provision and operation by the municipality of sewerage facilities to abate or reduce the pollution of waters caused by discharges of industrial wastes by the industrial establishment and the payment periodically by the industrial establishment to the municipality of amounts at least sufficient, in the determination of such legislative body, to compensate the municipality for the cost of providing (including payment of principal and interest charges, if any), and of operating and maintaining the sewerage facilities serving such industrial establishment. (1949, c. 93.)

§ 16-13-22c. Refunding bonds.

Any municipality is authorized to issue refunding revenue bonds to refund, pay or discharge all or any part of its outstanding revenue bonds, including interest thereon, if any, in arrears or about to become due. The relevant provisions in this article pertaining to revenue bonds shall be equally applicable in the authorizing and issuance of refunding revenue bonds, including their terms and security, the ordinance, the trust indenture, rates, or other aspects of the bonds. (1949, c. 93.)

§ 16-13-22d. Subordination of bonds.

Notwithstanding any other provisions to the contrary in this article, any municipality authorizing the issuance of bonds under this article in an effort to aid in the abatement or reduction of the pollution of any waters or streams may provide in the ordinance authorizing the issuance of the bonds and in any trust

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indenture pertaining thereto that such bonds, or any additional bonds that may thereafter be issued to extend or improve the works, shall, to the extent and in the manner prescribed, be subordinated and be junior in standing, with respect to the payment of principal and interest and the security thereof, to such other bonds as are designated in the ordinance. (1949, c. 93.)

§ 16-13-22e. Operating contract.

Any such municipality may enter into contracts or agreements with any persons, firms or corporations for the operation and management of the facilities and properties of said sewerage system, or any part thereof, for such period of time and under such terms and conditions as shall be agreed upon between such municipality and such persons, firms or corporations. Such municipality shall have power to provide in the resolution authorizing the issuance of bonds hereunder, or in any trust indenture, securing such bonds, that such contracts or agreements shall be valid and binding upon the municipality as long as any of said bonds, or interest thereon, are outstanding and unpaid. (1955, c. 132.)

§ 16-13-22f. Exemption of bonds from taxation.

Said bonds and the interest thereon, together with all properties and facilities of said municipality owned or used in connection with sewerage system, and all the moneys, revenues and other income of such municipality derived from such sewerage system shall be exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof. (1955, c. 132.)

§ 16-13-22g. Covenants with bondholders.

Any resolution authorizing the issuance of bonds hereunder, or any trust indenture with any bank or trust company within or without the State, for the security of said bonds, may contain covenants with the holders of such bonds as to:

- (a) The purpose or purposes to which the proceeds of sale of such bonds, or the revenues derived from said sewerage system, may be applied and the securing, use and disposition thereof, including, if deemed desirable, the appointment of a trustee or depository for any of such funds;
- (b) The pledging of all or any part of the revenues derived from the ownership, operation or control of such sewerage systems, including any part thereof heretofore or hereafter constructed or acquired or derived from any other sources, to the payment of the principal of or interest thereon of bonds issued hereunder and for such reserve or other funds as may be deemed necessary or desirable;
- (c) The fixing, establishing and collecting of such fees, rentals or other charges for the use of the services and facilities of such sewerage system, including the parts thereof heretofore or hereafter constructed or acquired and the revision of same from time to time, as will always provide revenues at least

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sufficient to provide for all expenses of operation, maintenance and repair of such sewerage system, the payment of the principal of and interest on all bonds or other obligations payable from the revenues of such sewerage system, and all reserve and other funds required by the terms of the ordinance authorizing the issuance of such bonds;

- (d) The transfer from the general funds of the municipality to the account or accounts of such sewerage system of an amount equal to the cost of furnishing the municipality or any of its departments, boards or agencies with the services and facilities of such sewerage system;
- (e) Limitations or restrictions upon the issuance of additional bonds or other obligations payable from the revenue of such sewerage system, and the rank or priority, as to lien and source and security for payment from the revenues of such sewerage system, between bonds payable from such revenues;
- (f) The manner and terms upon which all bonds and other obligations issued hereunder may be declared immediately due and payable upon the happening of a default in the payment of the principal of or interest thereon, or in the performance of any covenant or agreement with bondholders, and the manner and terms upon which such defaults may be declared cured and the acceleration of the maturity of such bonds rescinded and repealed;
- (g) Budgets for the annual operation, maintenance and repair of such sewerage system and restrictions and limitations upon expenditures for such purposes, and the manner of adoption, modification, repeal or amendment thereof, including the approval of such budgets by consulting engineers designated by holders of bonds issued hereunder;
- (h) The amounts of insurance to be maintained upon such sewerage system, or any part thereof, and the use and disposition of the proceeds of any insurance;
- (i) The keeping of books of account, relating to such undertakings and the audit and inspection thereof, and the furnishing to the holders of bonds issued hereunder or their representatives, reports prepared, certified, or approved by accountants designated or approved by the holders of bonds issued hereunder;
- (j) Such other additional covenants as shall be deemed necessary or desirable for the security of the holders of bonds issued hereunder, notwithstanding that such other covenants are not expressly enumerated hereunder, it being the intention hereof to grant to such municipalities the power to make any and all covenants or agreements necessary in order to secure greater marketability for bonds issued hereunder as fully and to the same extent as such covenants or agreements could be made by a private corporation rendering similar services and facilities and to grant such municipalities full and complete power to enter into any contracts, covenants or agreements with holder of bonds issued hereunder not inconsistent with the Constitution of the State of West Virginia. (1955, c. 132.)

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§ 16-13-23. Article deemed full authority for construction, etc., of works and issue of bonds; alternative method; powers of state department of health unaffected.

This article, shall, without reference to any other statute, be deemed full authority for the construction, acquisition, improvement, equipment, maintenance, operation and repair of the works herein provided for and for the issuance and sale of the bonds by this article authorized, and shall be construed as an additional and alternative method thereof and for the financing thereof, and no petition or election or other or further proceeding in respect to the construction or acquisition of the works or to the issuance or sale of bonds under this article and no publication of any resolution, ordinance, notice or proceeding relating to such construction or acquisition or to the issuance or sale of such bonds shall be required except such as are prescribed by this article. any provisions of other statutes of the State to the contrary notwithstanding: Provided, however, That all functions, powers and duties of the state department of health shall remain unaffected by this article. (1933, Ex. Sess., c. 25, § 23.)

Quoted in State ex rel. City of Wheeling v. Renick, 145 W. Va. 640, 116 S.E.2d 763 (1960).

§ 16-13-23a. Additional powers of municipality upon receipt of order to cease pollution.

Notwithstanding any other provision contained in this article, and in addition thereto, the governing body of any municipal corporation which has received or which hereafter receives an order issued by the director of the division of environmental protection or the environmental quality board requiring such municipal corporation to cease the pollution of any stream or waters, is hereby authorized and empowered to fix, establish and maintain, by ordinance, just and equitable rates or charges for the use of the services and facilities of the existing sewer system of such municipal corporation, and/or for the use of the services and facilities to be rendered upon completion of any works and system necessary by virtue of said order, to be paid by the owner, tenant or occupant of each and every lot or parcel of real estate or building that is connected with and uses any part of such sewer system, or that in any way uses or is served thereby, and may change and readjust such rates or charges from time to time. Such rates or charges shall be sufficient for the payment of all the proper and reasonable costs and expenses of the acquisition and construction of plants, machinery and works for the collection and/or treatment, purification and disposal of sewage, and the repair, alteration and extension of existing sewer facilities, as may be necessary to comply with such order of the director of the division of environmental protection or the environmental quality board, and for the operation, maintenance and repair of the entire works and system; and the governing body shall create, by ordinance, a sinking fund to accumulate and hold any part or all of the

proceeds derived from rates or charges until completion of said construction, to be remitted to and administered by the municipal bond commission by expending and paying said costs and expenses of construction and operation in the manner as provided by said ordinance; and after the completion of the construction such rates or charges shall be sufficient in each year for the payment of the proper and reasonable costs and expenses of operation, maintenance, repair, replacement and extension from time to time, of the entire sewer and works. No such rates or charges shall be established until after a public hearing, at which all the potential users of the works and owners of property served or to be served thereby and others shall have had an opportunity to be heard concerning the proposed rates or charges. After introduction of the ordinance fixing such rates or charges, and before the same is finally enacted, notice of such hearing, setting forth the proposed schedule of such rates or charges, shall be given by publication of such notice as a Class II-0 legal advertisement in compliance with the provisions of article three [§ 59-3-1 et seq.], chapter fifty-nine of this code, and the publication area for such publication is the municipality. The first publication shall be made at least ten days before the date fixed therein for the hearing. After such hearing, which may be adjourned from time to time, the ordinance establishing the rates or charges, either as originally introduced or as modified and amended, may be passed and put into effect. A copy of the schedule of such rates and charges so established shall be kept on file in the office of the sanitary board having charge of the construction and operation of such works, and also in the office of the clerk of the municipality, and shall be open to inspection by all parties interested. The rates or charges so established for any class of users or property served shall be extended to cover any additional premises thereafter served which fall within the same class, without the necessity of any hearing or notice. Any change or readjustment of such rates or charges may be made in the same manner as such rates or charges were originally established as hereinbefore provided: Provided, That if such change or readjustment be made substantially pro rata, as to all classes of service, no hearing or notice is required. If any rate or charge so established is not paid within thirty days after the same is due, the amount thereof, together with a penalty of ten percent, and a reasonable attorney's fee, may be recovered by the sanitary board of such municipal corporation in a civil action in the name of the municipality. Any municipal corporation exercising the powers given herein has authority to construct, acquire, improve, equip, operate, repair and maintain any plants, machinery, or works necessary to comply with such order of the director of the division of environmental protection or the environmental quality board, and the authority provided herein to establish, maintain and collect rates or charges is an additional and alternative method of financing such works and matters, and is independent of any other provision of this article insofar as such article provides for or requires the issuance of revenue bonds or the imposition of rates and charges in connection with such bonds: Provided, however, That except for the method of financing such works and matters, the construction, acquisition, improvement, equipment, custody, operation, repair and maintenance of any plants, machinery or works in

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compliance with an order of the director of the division of environmental protection or the environmental quality board, and the rights, powers, and duties of such municipal corporation and the respective officers and departments thereof, including the sanitary board, are governed by the provisions of this article. (1955, c. 135; 1967, c. 105; 1994, c. 61.)

Applied in *City of Morgantown v. Town of Star City*, 156 W. Va. 529, 195 S.E.2d 166 (1973).

§ 16-13-24. Article to be construed liberally.

This article being necessary for the public health, safety and welfare, it shall be liberally construed to effectuate the purpose thereof. (1933, Ex. Sess., c. 25, § 24.)

Quoted in *West Virginia Water Serv. Co. v. Cunningham*, 143 W. Va. 1, 98 S.E.2d 891 (1957).

ARTICLE 13A.

PUBLIC SERVICE DISTRICTS FOR WATER, SEWERAGE AND GAS SERVICES.

- 16-13A-1. Legislative findings.
- 16-13A-1a. Jurisdiction of the public service commission.
- 16-13A-1b. County commissions to develop plan to create, consolidate, merge, expand or dissolve public service districts.
- 16-13A-1c. General purpose of districts.
- 16-13A-2. Creation of districts by county commission; enlarging, reducing, merging or dissolving district; consolidation; agreements, etc.; inflicting upon powers of members and districts with the secretary of state.
- 16-13A-3. District to be a public corporation and political subdivision; powers thereof; public service boards.
- 16-13A-3a. Removal of members of public service board.
- 16-13A-4. Board chairman; members' compensation; procedure; district name.
- 16-13A-5. General manager of board.
- 16-13A-6. Employees of board.
- 16-13A-7. Acquisition and operation of district properties.
- 16-13A-8. Acquisition and purchase of public service properties; right of eminent domain.
- 16-13A-9. Rules; service rates and charges; discontinuance of service; required water and sewer connections; lien for delinquent fees.
- 16-13A-9a. Limitations with respect to foreclosure.
- 16-13A-10. Budget.
- 16-13A-11. Accounts; audit.
- 16-13A-12. Disbursement of district funds.
- 16-13A-13. Revenue bonds.
- 16-13A-14. Items included in cost of properties.
- 16-13A-15. Bonds may be secured by trust indenture.
- 16-13A-16. Sinking fund for revenue bonds.
- 16-13A-17. Collection, etc., of revenues and enforcement of covenants; default; suit, etc., by bondholder or trustee to compel performance of duties; appointment and powers of receiver.
- 16-13A-18. Operating contracts.
- 16-13A-18a. Sale, lease or rental of water, sewer or gas system by district; distribution of proceeds.
- 16-13A-19. Statutory mortgage lien created; foreclosure thereof.
- 16-13A-20. Refunding revenue bonds.
- 16-13A-21. Complete authority of article; lib-

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- Sec. 16-13A-22. Validation of prior acts and proceedings of county courts for creation of districts, inclusion of additional territory, and appointment of members of district boards.
- Sec. 16-13A-23. Validation of acts and proceedings of public service boards.
- 16-13A-24. Acceptance of loans, grants or temporary advances.
- 16-13A-25. Borrowing and bond issuance; procedure.

Editor's notes. — Acts 1989, 1st Ex. Sess., c. 3, redesignated the board of health and the department of health as the division of health, within the department of health and human resources. See also, Acts 1997, c. 225.

Textbooks. — Instructions for Virginia and West Virginia. Publisher's Editorial Staff (Michie).

Constitutionality. — The act from which this article was derived, authorizing the creation of public service districts by the county courts of this State, defining the powers and duties of the governing boards of such districts in the acquisition, construction, maintenance, operation, improvement and extension of property supplying water and sewerage services, and authorizing the issuance of bonds of such districts payable solely from revenue to be derived from the operation of such properties, does not violate any provision of the Constitution of this State or the Fourteenth Amendment to the Constitution of the United States. State

ex rel. *McMillion v. Stahl*, 141 W. Va. 233, 89 S.E.2d 693 (1955).

Purpose. — The purpose of this article is to provide water and sewerage facilities in unincorporated districts. State ex rel. *McMillion v. Stahl*, 141 W. Va. 233, 89 S.E.2d 693 (1955).

The title to Acts 1953, c. 147, is sufficient to give a fair and reasonable index to all of the purposes of the act. State ex rel. *McMillion v. Stahl*, 141 W. Va. 233, 89 S.E.2d 693 (1955).

Public utilities. — Public service districts are "public utilities," because they are required to pay a special license fee pursuant to § 24-3-6 for support of the public service commission. 50 Op. Atty. Gen. 447 (1963).

Cited in *Berkeley County Pub. Serv. Dist. v. Vitro Corp. of Am.*, 152 W. Va. 252, 162 S.E.2d 189 (1968); *State v. Neary*, 179 W. Va. 115, 365 S.E.2d 393 (1987); *McClung Ins., Inc. v. Greco Valley Community Pub. Serv. Dist.*, 485 S.E.2d 434 (W. Va. 1997).

§ 16-13A-1. Legislative findings.

The Legislature of the state of West Virginia hereby determines and finds that the present system of public service districts within the state has provided a valuable service at a reasonable cost to persons who would otherwise have been unable to obtain public utility services. To further this effort, and to ensure that all areas of the state are benefiting from the availability of public service district utility services and to further correct areas with health hazards, the Legislature concludes that it is in the best interest of the public to implement better management of public service district resources by expanding the ability and the authority of the public service commission to assist public service districts by offering advice and assistance in operational, financial and regulatory affairs.

In addition to the expanded powers which shall be given to the public service commission, the Legislature also concludes that it is in the best interest of the public for each county commission to review current technology available and consider consolidating existing public service districts where it is feasible and will not result in the interference with existing bond instruments. Further, if such consolidation is not feasible, the Legislature finds that it is in the best

**MICHIE'S™
WEST VIRGINIA
CODE
ANNOTATED**

VOLUME 5A

1998 Replacement Volume

2000 SUPPLEMENT

*Including Acts passed during the
2000 Regular and First Extraordinary Sessions*

Prepared by the Editorial Staff of the Publisher

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§ 16-9C-3

PUBLIC HEALTH

(e) "Trust" means the national tobacco community trust as defined in subsection (c) of this section. (1999, c. 283.)

§ 16-9C-3. Creation of board.

There is hereby created a board to be known as the "state tobacco growers' settlement board" consisting of three members: the governor, the attorney general and the commissioner of agriculture, or their designees. The governor or his or her designee shall serve as the chair, the commissioner of agriculture or his or her designee shall serve as the vice chair, and the attorney general or his or her designee shall serve as the secretary. (1999, c. 283.)

§ 16-9C-4. Duties and responsibilities of the state tobacco grower board.

The duties and responsibilities of the board shall include, but are not limited to:

- (a) The consummation of a settlement with leading United States tobacco product manufacturers for the exclusive benefit of state tobacco growers;
- (b) The execution of all necessary written agreements relative to the national tobacco community trust to ensure state tobacco growers' receipt of funds directly from the trust;
- (c) Consultation with tobacco growers within the state in order to determine how funds allocated by the national tobacco community trust shall be distributed among state tobacco growers to compensate them for the adverse effects of decreased consumption, demand and price for cigarettes;
- (d) The submission of a plan to the national tobacco community trust identifying state tobacco growers and the distribution of trust funds to state tobacco growers; and
- (e) The certification of instructions annually to the national tobacco community trust regarding distribution of funds from the trust directly to the state tobacco growers during the twelve year payment period, beginning in the year one thousand nine hundred ninety-nine. (1999, c. 283.)

ARTICLE 13.

**SEWAGE WORKS OF MUNICIPAL CORPORATIONS AND
SANITARY DISTRICTS.**

§ 16-13-2. Sanitary board to supervise and control construction, etc., of works; appointment of board; definitions.

Stated in Berkeley County Pub. Serv. Sewer Dist. v. West Va. Pub. Serv. Comm'n, 204 W. Va. 279, 512 S.E.2d 201 (1998).

2

that said territory contains a resident population of not less than one hundred (100) persons, and includes within its boundaries a territory of not less than one quarter of one square mile, and an amount of territory not disproportionate to the number of residents thereof.

And it further appearing to the Court that the said petitioners have caused an accurate survey and map of the said territory intended to be embraced therein to be made by C. R. Conner, a practical surveyor, and that such survey and map shows the courses and distances of the boundaries thereof and the amount of territory contained therein, and the accuracy of said survey and map has been verified by the affidavit of said surveyor annexed thereto.

And it further appearing to the Court that the said petitioners have caused an accurate census to be taken of the resident population of said territory within sixty (60) days of the date hereof, and that said census exhibits the name of every head of each family residing within said territory on said date and the number of persons then belonging to each said family, and said census has been verified by the affidavit of Ray C. Alexander, the person who took the same, annexed thereto.

And it further appearing to the Court that after the said petitioners had had said survey, map and census completed and verified as aforesaid, they were left at the place of business of J. A. Goodwin at 3502 - 35th. street, which is within said territory, and he, the said J. A. Goodwin, residing therein, and the said survey, map and census were there left as aforesaid subject to examination at all reason-

able hours, by all persons interested in the application, for the period of four (4) weeks from January 9, 1932, that being the date the notice of this application was first posted as provided by law.

And it further appearing to the Court that the said petitioners gave notice, as provided by law, that on this date they would apply by petition to the Circuit Court of Kanawha County for a certificate of the incorporation of said territory as a city by the name of Nitro, and said notice described the boundaries of said territory by courses and distances and specified the districts in which it lies, and said notice also stated where said survey, map and census had been left for examination as aforesaid, and said notice also specified a day on which all qualified voters residing within said territory will meet at a place named therein to vote upon the question of such incorporation.

And it further appearing to the Court that there is no newspaper printed within said territory and that the said petitioners therefore posted said notice and kept the same posted at Manufacturers Bank, Lyric Theatre Eldg; and L. H. Kessel Grocery Store, they being three of the most public places in said territory, for at least three (3) weeks before the time specified in said notice for the taking of said vote and making this application.

And it further appearing to the Court that on the 11th. day of February, 1932, that being the date fixed in said notice for the taking of the vote mentioned in the Fifth Section of Article 2, Chapter 8, of the Official Code of West Virginia, the qualified voters who had resided with-

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in the said proposed bounds of said territory for sixty (60) days preceding said date last aforesaid, did meet at the place named in said notice and cast their votes for or against said incorporation, and each said voter did deposit a ballot in a ballot box there provided for that purpose, and each ballot had printed thereon the words " For Incorporation " " Against Incorporation ", and said election was held under the superintendence of Ray C. Alexander, S. Montague and H. P. Roberts, being three voters within said boundary appointed for that purpose by the voters present, and the result of said election has been certified under oath and returned by said three voters to the Circuit Court of Kanawha County.

And it further appearing to the Court, upon examination of said certificates and the original ballots thereto attached, that the result of said election is that a majority of the legal votes cast on the question are in favor of said incorporation:

It is therefore considered by the Court and accordingly Adjudged, Ordered and Decreed that the Clerk of the Circuit Court of Kanawha County, West Virginia, be, and he is hereby directed to issue a certificate of incorporation in the form or substance as follows:

A certificate under oath of Ray C. Alexander, S. Montague, and H. P. Roberts was this day filed showing that a majority of all of the qualified voters residing in the following boundary, to-wit:

CHARTER and ORDINANCES
of the
CITY of NITRO
WEST VIRGINIA

12/10/96 A True and
EXACT Copy
of the
Recorder

(STATE OF WEST VIRGINIA,

At a Circuit Court for Kanawha County held at the
Court House thereof on the 20th. day of February, 1932.)

IN THE MATTER OF THE INCORPORATION OF THE CITY OF NITRO, W.VA.

This day came P. Witry, W. W. Burnett, Dr. C. B. Marshall,
H. K. Miller, Everett Scholz, Dr. J. W. Skaggs, J. C.
Jordon, A. M. Harmon, Dr. A. W. Milhoan, J. L. Bess, J. C.
Pickens, J. E. Roark, J. E. Hulshizer, L. H. Kessel and
W. L. Wintz in person and by Payne, Minor and Bouchelle,
their attorneys, and tendered to the Court their petition
praying among other things that the Clerk of the Circuit
Court of Kanawha County, West Virginia, be directed by an
order entered of record to issue a certificate of incorpor-
ation to the City of Nitro, West Virginia, and the said
petition is hereby ordered filed, and after hearing the
argument of counsel thereon and it appearing to the Court
upon examination of said petition and exhibits filed there-
with that the said petitioners are residents of the terri-
tory hereinafter described and have been such for more than
sixty (60) days, and that the said territory is a part of
Union District of Kanawha County and Pocatalico District
of Putnam County, all in the State of West Virginia, and
no part of same is included in any incorporated municipality;

BEGINNING at a stake corner to the old Townsend Farm, the Nitro Reservation and the east Right of Way line of the New York Central Railroad, thence N 74° 15' E 41.5 feet to a Stone Monument on the west side of the old County Road, with Cedar and Walnut pointers, co-ordinate location South 2 plus 16.94 East 50 plus 59.97 as shown and laid upon map captioned "Property Map of United States Government Explosives Plant C, Nitro, West Virginia", filed in the office of the Clerk of the County Court of Kanawha County, West Virginia, in Map Book No. 2, Page 124, on September 1, 1921, thence crossing the County Road and running up the hill S 87° 24' E 846 feet to a Stone Monument with Gum and Hickory Pointers near top of the River ridge at corner of a fence, co-ordinate N 0 plus 88.31 E 58 plus 48.97, thence along the brow of the River Ridge which leads down the river N 9° 28' E 825 feet to a Stone Monument in a low gap at top of River ridge, co-ordinate location N 8 plus 87.91 E 56 plus 45.37, thence N 23° 45' E for a distance of 2712.09 feet to a stake, co-ordinate location N 36 plus 00 E 56 plus 45.37, thence S 66° 15' E for a distance of 1954.63 feet to a stake, Co-ordinate location N 36 plus 00 E 76 plus 00, thence N 23° 45' E 1600.00 feet to a stake, Co-ordinate location N 52 plus 00 E 76 plus 00, thence N 66° 15' W 2400.00 feet to a stake, co-ordinate location N 52 plus 00 E 52 plus 00, thence N 23° 45' E 1700.00 feet more or less to the Kanawha-Putnam County line, thence with said County line, S 69° 09' W 2105.00 feet more or less, to a stake at the intersection of the said County line with the easterly right of way line of the New York Central Railroad, thence in a southerly direction along the said right of way line for a distance of 5945.00 more or less to the place of beginning, embracing an area of 298.50 acres more or less, lying in the County of Kanawha and District of Union; together with

All that territory situate in the County of Putnam, District of Pocatalico, and more particularly described as follows:

BEGINNING at the intersection of the easterly Right of Way line of the New York Central Railroad with the Kanawha-Putnam County line and running thence N 23° 45' E along said Right of Way line for a distance of 2980 feet more or less to a stake in said Right of Way line at co-ordinate line N 84 plus 00 as shown and laid down upon map captioned "Property Map of United States Government Explosives Plant C, Nitro, West Virginia" and filed in the office of the Clerk of the County Court of Putnam County, West Virginia, in Map Book No. 1, Page 10, on August 29, 1921; thence with the N 84 plus 00 Co-ordinate line, S 66° 16' E for a distance of 1512 feet more or less to a stake, Co-ordinate location N 84 plus 00 E 52.18

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plus 00, thence S 23° 45' W along said E 52 plus 00 Co-
ordinate line for a distance of 1500 feet more or less
to a stake in the Kanawha-Putnam County line, thence
S 69° 09' W with the said county line for a distance of
2105.00 feet to the place of beginning, embracing an
area of 77.70 acres, more or less;

SLICU

have voted in due form of law in favor of the incorporation
of the City of Nitro, in the Counties of Kanawha and

✓ Putnam, bounded as herein set forth. And as it appears to
the satisfaction of the Court that all of the provisions
of Chapter 8 of the Code of West Virginia have been com-
plied with by the applicants for said incorporation, said
city is a body corporate duly authorized within the cor-
porate limits aforesaid, or as otherwise provided, to
exercise all the corporate powers conferred by the said
chapter from and after the date of this certificate.

It is further considered and ordered that
H. P. Roberts, R. C. Alexander, and S. F. Montague, three
legal voters residing within said territory, be and they
hereby are appointed as commissioners of election, to act
at the first election to be held in said City of Nitro as
in said Chapter 8 of the Code provided.

STATE OF WEST VIRGINIA,
COUNTY OF KANAWHA, SS:

I, GEO. W. JENKINS, Clerk of the Circuit Court
for said County and in said State, do hereby certify that
the foregoing is a true copy from the records of said Court.

Given under my hand and the seal of said Court
this 20th. day of February, 1932.

Geo. W. Jenkins, Clerk,
CIRCUIT COURT, KANAWHA COUNTY,
WEST VIRGINIA.

560 *seventy*
544.20 *see*

(STATE OF WEST VIRGINIA,

At a Circuit Court for Kanawha County held at the Court House thereof on the 20th. day of February, 1932.)

IN THE MATTER OF THE INCORPORATION OF THE CITY OF NITRO, W.VA.

A certificate under oath of Ray C. Alexander, S. Montague, and H. P. Roberts was this day filed showing that a majority of all of the qualified voters residing in the following boundary, to-wit:

BEGINNING at a stake corner to the old Townsend Farm, the Nitro Reservation and the east Right of Way line of the New York Central Railroad, thence N. 74° 15' E. 41.5 feet to a Stone Monument on the west side of the old County Road, with Cedar and Walnut pointers, co-ordinate location South 2 plus 16.94 East 50 plus 59.97 as shown and laid upon map captioned "Property Map of United States Government Explosives Plant C, Nitro, West Virginia", filed in the office of the Clerk of the County Court of Kanawha County, West Virginia, in Map Book No. 2, Page 124, on September 1, 1921, thence crossing the County Road and running up the hill S 87° 24' E 846 feet to a Stone Monument with Gum and Hickory Pointers near top of the River ridge at corner of a fence, co-ordinate N 0 plus 88.31 E 58 plus 48.97, thence along the brow of the River ridge which leads down the river N 9° 28' E 825 feet to a Stone Monument in a low gap at top of River ridge, Co-ordinate location N 8 plus 87.91 E 56 plus 45.37, thence N 23° 45' E for a distance of 2712.09 feet to a stake, Co-ordinate location N 36 plus 00 E 56 plus 45.37, thence S 66° 15' E for a distance of

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1954.63 feet to a stake, Co-ordinate location N 36 plus 00 E 76 plus 00, thence N 23° 45' E 1600.00 feet to a stake, Co-ordinate location N 52 plus 00 E 76 plus 00, thence N 66° 15' W 2400.00 feet to a stake, co-ordinate location N 52 plus 00 E 52 plus 00, thence N 23° 45' E 1700.00 feet more or less to the Kanawha-Putnam County Line, thence with said County line, S 69° 09' W 2105.00 feet more or less, to a stake at the intersection of the said County line with the easterly right of way line of the New York Central Railroad, thence in a Southerly direction along the said right of way line for a distance of 5945.00 more or less to the place of beginning, embracing an area of 298.50 acres more or less, lying in the County of Kanawha and District of Union; together with

All that territory situate in the County of Putnam, District of Pocatalico, and more particularly described as follows:

BEGINNING at the intersection of the easterly Right of Way line of the New York Central Railroad with the Kanawha-Putnam County line and running thence N 23° 45' E along said Right of Way line for a distance of 2980 feet more or less to a stake in said right of way line at co-ordinate line N 84 plus 00 as shown and laid down upon map captioned "Property Map of United States Government Explosives Plant C, Nitro, West Virginia", and filed in the office of the Clerk of the County Court of Putnam County, West Virginia, in Map Book No. I, Page 10, on August 29, 1921; thence with the N 84 plus 00 Co-ordinate line, S 66° 16' E for a distance of 1512 feet more or less to a stake, Co-ordinate location N 84 plus 00 E 52 plus 00, thence S 23° 45' W along said E 52 plus 00 Co-ordinate line for a distance of 1500 feet more or less to

a stake in the Kanawha-Putnam County line, thence S 69° 09' W with the said county line for a distance of 2105.00 feet to the place of beginning, embracing an area of 77.70 acres, more or less; have voted in due form of law in favor of the incorporation of the City of Nitro, in the Counties of Kanawha and Putnam, bounded as herein set forth. And as it appears to the satisfaction of the Court that all of the provisions of Chapter 8 of the Code of West Virginia have been complied with by the applicants for said incorporation, said city is a body corporate duly authorized within the corporate limits aforesaid, or as otherwise provided, to exercise all the corporate powers conferred by the said chapter from and after the date of this Certificate.

STATE OF WEST VIRGINIA,
 COUNTY OF KANAWHA, SS:

I, GEO. W. JENKINS, Clerk of the Circuit Court for said County in said State, do hereby certify that the foregoing is a true copy in part of a decree entered by the Circuit Court of Kanawha County on the 20th. day of February, 1932, recorded in Chancery Order Book 64, Page _____, and is hereby certified by the undersigned as a compliance with said decree requiring the Clerk of said Court to issue a certificate of incorporation for the City of Nitro, West Virginia.

Given under my hand the seal of said Court this the 20th. day of February, 1932.

GEO. W. JENKINS, CLERK,
 CIRCUIT COURT, KANAWHA COUNTY,
 WEST VIRGINIA.

ELECTION OF THE FIRST COUNCIL
OF THE
CITY OF NITRO
WEST VIRGINIA

The City of Nitro, on the 29th. day of March, 1932,
held its first election of city officers, and the
following named persons were declared duly elected:

E. E. HIGGINBOTHAM, MAYOR; T. A. LEWIS, RECORDER;

MEMBERS OF COUNCIL

J. F. SANTROCK, C. R. DAWSON, L. H. KESSEL,
H. K. MILLER and Mrs. C. L. CRADDOCK.

CITY OF NITRO, WEST VIRGINIA

OATHS OF OFFICE OF CITY COUNCIL

The following individuals have taken the requisite oaths of office, which said oaths having been misplaced within my office, but to the knowledge, and on information and belief of the Recorder for the City of Nitro, these are the individuals currently holding office and their respective terms of office:

Name	Office	Date Term of Office Began	Date Term of Office Ends
Rusty Casto	Mayor	July 1, 1996	June 30, 2000
Herb Sibley	Recorder	July 1, 1996	June 30, 2000
Don Karnes	Recorder	November 1, 1997	June 30, 2000
Steven E. West	Councilman	July 1, 1996	June 30, 2000
Robert Mattox	Councilman	July 1, 1996	June 30, 2000
Richard Savilla	Councilman	July 1, 1996	June 30, 2000
Robert Young	Councilman	July 1, 1996	June 30, 2000
David Miller	Councilman	July 1, 1996	June 30, 2000
George Atkins	Councilman	July 1, 1996	June 30, 2000
Frank Grover, Jr.	Councilman	July 1, 1996	June 30, 2000

Witness my signature and the official corporate seal of the City of Nitro, all as of the 28th day of June 2000.



Don Karnes, Recorder

(SEAL)

**ARTICLE 147
Sanitary Board**

147.01	Creation; powers and duties; composition.	147.04	By-laws.
147.02	Officers; compensation and expenses; bond of treasurer.	147.05	Additional rules and regulations.
147.03	Specific powers and duties.	147.99	Penalty.

CROSS REFERENCES

Composition of board - see W.Va. Code 16-13-18
 Publication of financial statement - see W.Va. Code
 16-13-18a
 Powers and duties - see W.Va. Code 16-13-3 et seq.

147.01 CREATION; POWERS AND DUTIES; COMPOSITION.

(a) There is hereby created in and for the City a Sanitary Board, which shall be charged with the custody, supervision, control, administration, operation and maintenance of the municipal sewage system, all as permitted and provided by West Virginia Code Article 16-13. The Sanitary Board shall be composed of the Mayor and two persons appointed by Council, one of whom shall be a registered professional engineer; provided, that when no City sewer is under construction a registered professional engineer need not be a member of the Board. The two appointed members of the Board shall each serve for a term of three years and until his successor is duly appointed and has qualified, and vacancies shall be filled for the unexpired term only.

(b) No officer or employee of the City, whether holding a paid or unpaid office or position, shall be eligible to appointment on the Sanitary Board until at least one year after the expiration of the term of his public office or employment, and no person whose interest could be construed as inconsistent with the best interests of the City shall be allowed to serve as a member of the Sanitary Board.
 (1975 Code 18-19)

147.05 ADDITIONAL RULES AND REGULATIONS.

In addition to the specific authority granted by this article, the Sanitary Board shall make and enforce such other rules and regulations, subject to the approval of Council, for the safe, economical and efficient management, control and protection of the City's public sewerage system, for the construction and use of all other connections thereto, and for the regulation, collection, rebating and refunding of such sewage service charges as may be needful or necessary from time to time; provided, that such rules and regulations shall not become effective until they have been approved by Council by ordinance or resolution and spread upon the records of Council, as notice to the public of the provisions thereof.
(1975 Code 18-23)

147.99 PENALTY.

No person shall violate or fail to comply with any of the rules or regulations made and promulgated by the Sanitary Board. Any person, on conviction of any such violation, shall be fined not less than five dollars (\$5.00) or more than one hundred dollars (\$100.00) or imprisoned not more than thirty days, or both. Each day that any person continues the violation of any of the rules and regulations made and promulgated by the Sanitary Board shall constitute a separate offense.
(1975 Code 18-23)

CITY OF NITRO, WEST VIRGINIA

APPOINTMENTS AND OATHS OF SANITARY BOARD

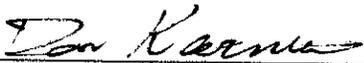
The following individuals have taken the requisite oaths of office, which said oaths having been misplaced, but to the knowledge, and on information and belief of the Chairman for the Sanitary Board for the City of Nitro, these are the duly elected or appointed members of the Sanitary Board:

Rusty Casto	Chairman
Gary Creech	Member
Joseph Brewer	Member
B. S. Saluja	Engineer Member

Witness my signature and the official corporate seal of the City of Nitro, all as of the 28th day of June 2000.



Rusty Casto, Mayor and
Chairman of the Sanitary Board



Don Karnes, Recorder

(SEAL)

NITRO SANITARY BOARD
PETITION SEEKING ORDINANCE BY
THE CITY OF NITRO TO ISSUE
\$2,200,000 SEWERAGE SYSTEM REVENUE BONDS

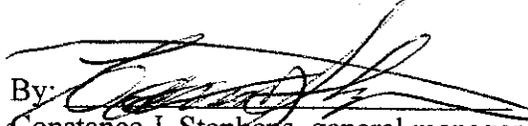
WHEREAS, by Recommended Decision entered on October 26, 1999, which became a Final Order of the Public Service Commission of West Virginia on November 15, 1999, the Commission issued a certificate of public convenience and necessity to the Nitro Sanitary Board to acquire and construct certain additions, improvements and betterments to the sanitary sewer system of the City of Nitro, in Putnam County, to serve the Poca River service area. By that same order, the Commission approved the Sanitary Board's proposed financing for the project, which was comprised of \$1,800,000 SRF bonds, a \$250,000 Sanitary Board SRF loan, a \$40,000 Putnam County Commission grant, and user contributions in the amount of \$55,000 to meet the total project costs of \$2,145,000.

WHEREAS, a copy of the proposed bond ordinance required to cover the City's funding obligations is attached hereto as Exhibit A. It is designed to benefit the Sanitary Board's customers, and the public interest is promoted by the City Council's enactment of the proposed bond ordinance authorizing the issuance of not more than two million two hundred thousand dollars (\$2,200,000.00) of the City of Nitro's Sewerage System Revenue Bonds Series 2000 A. Public notice of such adoption will be published in compliance with § 59-3-1 of the West Virginia Code of 1931, as amended.

THEREFORE, the Sanitary Board respectfully requests that the City enact the ordinance proposed by this petition pursuant to § 16-13-5 of the West Virginia Code of 1931, as amended.

Dated this 25th day of January 2000.

NITRO SANITARY BOARD

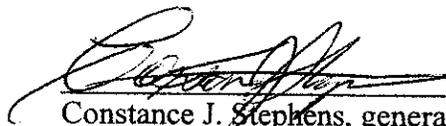
By: 
Constance J. Stephens, general manager

VERIFICATION

STATE OF WEST VIRGINIA,

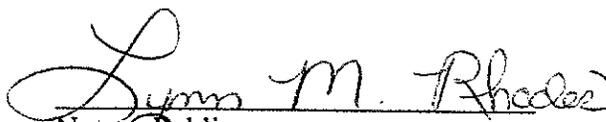
COUNTY OF KANAWHA, to-wit:

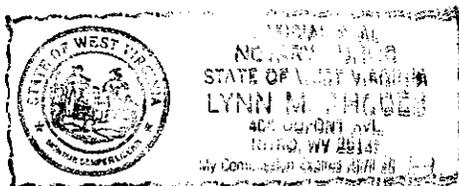
I, Constance J. Stephens, after being duly sworn, upon my oath depose and say that I am the General Manager for the Nitro Sanitary Board of the City of Nitro, West Virginia, that I have read and am familiar with the PETITION SEEKING ORDINANCE TO ISSUE \$2,200,000 SEWERAGE SYSTEM REVENUE BONDS filed on behalf of the Nitro Sanitary Board, and that the facts and allegations contained therein are true, except so far as they are therein stated to be on information and belief, and that, so far as they are therein stated to be on information and belief, I believe them to be true.


Constance J. Stephens, general manager
Nitro Sanitary Board

Taken, subscribed and sworn to before me, the undersigned authority, this the 25th day of January 2000.

My commission expires April 26, 2005.


Notary Public



**MINUTES OF THE MEETING
OF THE
NITRO SANITARY BOARD**

Counties of Kanawha and Putnam, West Virginia

January 25, 2000

THOSE ATTENDING: Chairman, Rusty Casto; Board Members, Gary Creech, Joe Brewer, and B. S. Saluja; Secretary/General Manager, Connie Stephens; Treasurer, Max Lemma; Attorney, Denny Vaughan
Dunn Engineers, Doug Schmidt, S & S Engineers, Ashok Sanghavi and Jack Ramsey.

NEXT MEETING DATE: February 22, 2000

APPROVAL OF MINUTES: Mr. Gary Creech made the motion that the minutes of the December 28, 1999, meeting be approved as submitted. Motion was seconded by Mr. Saluja and approved.

POCA RIVER PROJECT: Mr. Jack Ramsey stated that bids had been received and opened on the Poca River project. Low bidder was Rover Construction Company, bid amount being, \$ 1, 548,005.00, noting that bid came in under projected costs, which is good. Also that, as discussed, there will be the costs of the electrical for each of the stations. DEP has already stated that they will allow these costs to be added to the project. At this time I do not have a firm dollar amount for these costs, I will be meeting with AEP in the near future to get the costs from them. Mr. Ramsey further stated that the Board needs to authorize Mayor Casto to sign the necessary "Notice to Award" documents to the contractor. After discussion, Mr. B. S. Saluja made the motion to authorize Mayor Casto to sign the necessary documents to allow us to proceed to the next step, the "Notice of Intent to Award" with the contractor, and to approve the signing of other documents necessary, this being items such as the "Petition Seeking Ordinance" and other related documents, to council. Motion was seconded by Mr. Gary Creech and approved.

Replacement Force Main: Mr. Ramsey stated that Ms. Stephens had talked with him about adding the replacement of the existing force main from Station No. 10, Poca High School, to the project. The line has experienced several breaks over the past few years, and should be replaced under this contract. Ms. Stephens stated that as the Poca River area grows, the existing line size will be too small to carry the added flows, in addition to the Poca River current project, the future development plans for the area would about double the existing customer count. There is also the area toward Poca that has requested sewer in the past, so they will most likely do something there eventually.

After discussion, Mr. Gary Creech made the motion that the engineers should also include the replacement of the force main from the Poca High School pump station into the project. Motion was seconded by Mr. Saluja and approved by unanimous vote. Mr. Ramsey stated that he would get the necessary documents prepared, he has data on the costs that will apply, all he needs to do is calculate those costs into the actual line length. Stating that he would get us a cost as soon as possible, also stating that he did not believe that the dollar figure would be overly high.

Mr. Vaughan stated that he had discussed Nitro with Sammi Gee and have been assured that they are very willing to work with Nitro on this project as well as any future projects. I had explained to her that Nitro was giving consideration to future development within the environs of the Nitro area as well as within Nitro itself. We are looking at the next several years. With this level of cooperation, Nitro needs to get a plan together for work over the next few years. Ms. Stephens stated that we were already considering what comes next after Poca River and Blakes Creek. We had discussed a couple years ago the possibility of some line work within town, based on a quick look, I have determined that we can work from 21st Street to 4th Street and over on the West side, replacing 1918 lines and removing at least 84 catch basins from the sanitary sewer system by doing such a project. Ms. Stephens further stated that she had put together a draft map of what she feels would be a good project to address next.

Mr. Vaughan stated that Ms. Stephens should pull some data together and have it for submittal when we work on securing the necessary line of credit with the bank. Further stating that he asks the Board that we should secure an open-end line of credit, something that we can draw on for years to come, project to project.

Ms. Stephens stated that she would get some data together for use in our presentation to the banks. Mr. Vaughan stated that we need to focus on the time line of all the matters that need to be addressed, to have things in line for closing at the right time.

Easement/Station Property: There was some discussion on the need to secure property for the stations that will serve the Poca River area, as well as a few easements that are still open. Ms. Stephens stated that the owners of property in the area should donate the property, perhaps the Lett property we will need to pay for, as it is a large track of land we will need, but the rest is just very small plots. All the other locations are planning to develop the area so this will be of benefit to each of them on a personal basis.

Bond Closing: Mr. Sanghavi stated that he would like to schedule, right after the closing of the bonds, have the contractor come in for the award of contract, notice to proceed, and pre-construction conference, this will save us in the neighborhood of around 20 days to get into construction.

FINANCIAL REPORT: Mr. Lemma stated that financial statements have been submitted through November, so we are up to date on financial reports. There was some discussion on the information coming from the statements, Mr. Lemma stated that it looks like we are generating less revenue than we anticipated when our rate increase was placed in effect. Ms. Stephens and I are checking into this, trying to determine what is the cause. We have been looking at the consumption we are billing on, and have found that the level of consumption seems to be off from previous years. We have had several things take place this year, (1) a rate block change, (2) a new billing program, (3) WV-American put into effect a new billing program. We don't know if perhaps we are not getting all the customers we were getting, we are trying to determine this now. We have had so much problem with the data from the water company since they changed programs that we don't know if we are getting good data from them. We will also be checking with the accountant that prepared the rate case to have him re-check his information. We should have some idea of the cause by the next meeting.

Line of Credit: Mr. Lemma presented an outline of items needed to secure the Line of Credit with the banks. He has assigned tasks to the engineers and legal, items of information we will need. Mr. Vaughan stated that this would be a line of credit, literally a revolving line of credit, that we can utilize in this project and in future projects. This type of credit will save the Sanitary Board a considerable amount of money over the years. You need the ability to access funds, this will allow you to work each of the future projects being considered over the next few years, without having to go through the routine and costs documentation and various representatives fees. Mr. Schmidt pointed out that the interest on this type of line of credit is SRF eligible, you will be reimbursed.

Mr. Schmidt asked when we would anticipate having the line of credit in place. Mr. Vaughan stated that hopefully by the end of March. Mr. Lemma stated that as soon as we can get them comfortable, Denny will explain things to them. Denny stated that there would be the Ordinances to be passed through Council. Mr. Vaughan stated that with the various projects that we foresee, we need this to keep things moving along, this line of credit will give us the funds to take these projects on.

Mr. Vaughan stated that the Nitro Sanitary Board has enough activity on-going to justify to a bank the need for such a line of credit. Further stating that United has said they would do this, they want to work with us on this. There was considerable discussion on the workings of the revolving line of credit as is being proposed.

BLAKES CREEK PROJECT: Mr. Schultz stated that they had talked to the mapper yesterday and they are right a 75% complete with the mapping of the area. We should have the completed mapping within two to three weeks, then we will get underway getting the property that we plan to include, then the lines as they will be designed for the project. We are hoping that we will be able to set down with Ms. Stephens before the next board meeting to determine what property will be shown as coming into the city limits.

Mr. Vaughan stated that he would have all the necessary documents and mapping to the Kanawha County Commission. Further stating that he wanted to have the Ordinance to city council as soon as possible. This will have to have the first reading, this in February, then the Public Hearing and Second Reading in March. With that out of the way, we can then submit data to council. April will be at the first reading, I will be back for the public hearing and second reading. Mr. Vaughan stated that we are doing much of this for the benefit of council, the annexation portion of this.

Mr. Schmidt stated that they wanted to get mapping together and be able to put something to council at least by the second reading. Mr. Schmidt stated that he wanted to notify the board that Mr. Joe Dunn has formerly retired; Wayne Hypes and myself have purchased the company. It will still have the Dunn Engineers, Inc., name and we will continue to operate much the same.

EMPLOYEES MATTERS: Ms. Stephens stated that she had sent a memo and a list of costs involved on this matter. The City of Nitro decided to change health insurance providers, and they have agreed to pay the deductible for all their employees that use the plan between now and June 30, when the new year starts for the plan. They are doing this since many of the employees have already paid a deductible for this year, and council did not feel that it would be fair for them to have to pay a second deductible in the same year. On the list I have outlined the deductible that each employee would be entitled to receive reimbursement from the Board, should they use the plan before June 30. As it shows, the maximum amount the Board would pay if all employees used the plan, would be \$3,800.00. Ms. Stephens stated that with July 1, the employees would be responsible to meet their deductible for the next year.

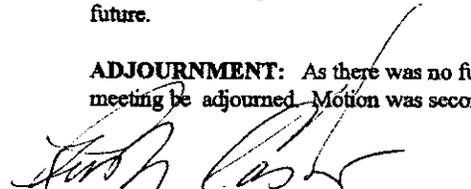
After further discussion, Mr. B. S. Saluja made the motion that the Board reimburse employees for their deductibles for drug and medical to be in line with what the City of Nitro is doing for their employees, this up to June 30, 2000. Mr. Gary Creech seconded the motion and motion was approved by unanimous vote.

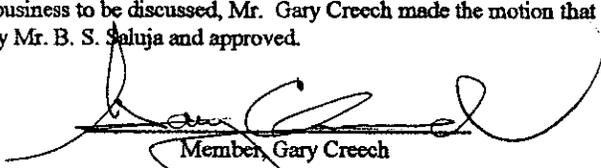
FUTURE PROJECTS: Ms. Stephens stated that since we were to discuss the line of credit for future projects, she thought she would bring back before the board a project she had mentioned and was discussed a couple years ago, as being a viable future project for consideration. This would remove considerable storm water from the sanitary sewer line, as well as give the West side with new sewer lines, the main part of town with main line sewers, remove around 84 catch basins from the sanitary sewer. We would leave the old lines that were being left in place for storm flows from the West side and main town. Stating that we should start thinking in what direction we are going into next.

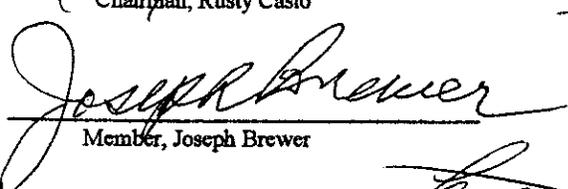
Mr. Vaughan stated that the sooner we start looking into new projects, the better. We can put this before the banks while we are arranging the line of credit. We know this will all not happen at one time, but we should start thinking of areas that we need to address. Then start placing priorities on these projects. Ms. Stephens stated that we need to set a plan for the next five to ten years. There are a lot of possibilities that need to be considered, things we have discussed over the past year. Mr. Vaughan stated that he would like Ms. Stephens to submit a plan for him to add to the application for the line of credit. This will give the banks a idea that we are moving ahead into the future with our system.

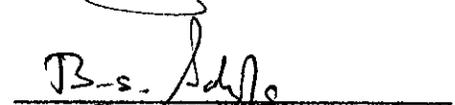
Ms. Stephens stated that we have things on line that will be underway over the next two years, with the Poca River Road project and then the Blakes Creek. We should be ready to move into the next phase by the time these two wind down. Also, we need to keep in mind the outlying areas of the area that do not have sewer and want it, the plans coming down the pike from the Putnam County Commission, which some will be moving into action in the very near future.

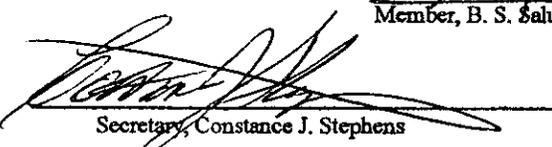
ADJOURNMENT: As there was no further business to be discussed, Mr. Gary Creech made the motion that the meeting be adjourned. Motion was seconded by Mr. B. S. Saluja and approved.


Chairman, Rusty Casto


Member, Gary Creech


Member, Joseph Brewer


Member, B. S. Saluja


Secretary, Constance J. Stephens

CITY OF NITRO
BOND ORDINANCE
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CITY OF NITRO

BOND ORDINANCE

AN ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF NITRO AND THE FINANCING OF THE COSTS THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$3,000,000.00 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A, PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; APPROVING AND RATIFYING A BOND PURCHASE AGREEMENT RELATING TO THE SERIES 2000 A 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 COMMON COUNCIL OF THE CITY OF NITRO:

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 (the "Act"), and other applicable provisions of law.

SECTION 1.02. FINDINGS.

It is hereby found, determined and declared that:

A. The City of Nitro (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Putnam and Kanawha Counties of said State.

B. The Issuer presently owns and operates a public sanitary sewerage collection and treatment system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be designed, constructed and acquired certain additions, betterments and improvements for the existing sewerage facilities of the Issuer consisting of extensions of the sanitary sewage collection system to service Dairy Road and Poca River Road, and certain improvements within the existing sanitary sewer system to accommodate the increased usage (the "Project") (the existing sewerage system facilities of the Issuer, the Project and any further additions thereto or extensions thereof is herein called the "System") at an estimated cost of \$3,000,000.00, in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have been approved by the Issuer.

C. The Issuer intends to issue its Sewerage System Revenue Bonds, Series 2000 A, in order to pay the costs of the Project, to provide funds to reimburse itself for costs previously incurred and to pay the costs of issuance of the Series 2000 A Bonds

D. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all the costs of the operation and maintenance of the System, the principal of and interest, if any, on the Bonds and all Sinking Funds, Reserve Accounts and other payments provided for herein, all as such terms are hereinafter defined.

E. It is deemed necessary for the Issuer to issue its Sewerage System Revenue Bonds, Series 2000 A, in the total aggregate principal amount of not more than \$3,000,000.00 (the "Series 2000 A Bonds"). The proceeds of the Series 2000 A Bonds will used to finance certain costs for the construction and acquisition of the Project and to reimburse the Issuer for certain costs already incurred. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest, if any, upon the Series 2000 A Bonds prior to and during construction or acquisition and for a period not exceeding six months after completion of construction of the Project; amounts which may be deposited in the Series 2000 A Bonds Reserve Account; 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 of the Authority (as hereinafter defined), 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 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the construction or acquisition of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the 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 Issuer intends to finance such costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority

(the "Authority") in connection with 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.

G. The period of usefulness of the System after completion of the Project is not less than 35 years.

H. It is in the best interests of the Issuer that its Series 2000 A Bonds be sold to the Authority (as hereinafter defined) pursuant to the terms and provisions of an agreement (the "Bond Purchase Agreement") to be entered into by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of the Environment ("DEP"), in form satisfactory to the Issuer, the Authority and the DEP, as shall be approved herein.

I. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2000 A Bonds as to liens, pledge and source of and security for payment, being the Prior Bonds (as hereinafter defined). Prior to the issuance of the Series 2000 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the parity tests of the Prior Bonds are met and (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2000 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

J. The Issuer has complied with all requirements of West Virginia law and the Bond Purchase Agreement relating to authorization of the construction, acquisition and operation of the Project and issuance of the Series 2000 A Bonds, or will have so complied prior to issuance of any thereof, including obtaining of a Certificate of Convenience and Necessity from the Public Service Commission of West Virginia.

K. Pursuant to the Act, the Issuer has heretofore established a Sanitary Board, and the Sanitary Board has petitioned the Council to issue the Series 2000 A Bonds for the purposes set forth herein.

L. 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 the Series 2000 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 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 2000 A Bonds, or any other agency of the State of West Virginia that succeeds to the functions of the Authority.

“Authorized Officer” means the Mayor of the Issuer or any acting Mayor duly appointed by the Governing Body.

“Bond Construction Trust Fund” means the Bond Construction Trust Fund established by Section 4.01 hereof.

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

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

“Bond Purchase Agreement” means the Bond Purchase Agreement to be entered into among the DEP, the Authority and the Issuer providing for the purchase of the Series 2000 A Bonds from the Issuer by the Authority, the forms of which shall be approved, and the execution and delivery by the Issuer authorized and directed by the Supplemental Resolution.

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

“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.

“Bonds” means, collectively, the Series 1995 A Bonds, the Series 1996 A Bonds and the Series 2000 A Bonds and any bonds on a parity therewith authorized to be issued hereunder.

“Closing Date” means, with respect to the Series 2000 A Bonds, the date upon which there is an exchange of the Bonds for all or a portion of the proceeds of the Series 2000 A Bonds by the Authority and the DEP.

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

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

“Consulting Engineers” means S & S Engineers, Charleston, West Virginia, or any engineer or firm of engineers that shall at any time hereafter be retained by the Issuer as Consulting Engineers for the System in accordance with Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended.

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

“Debt Service” means the scheduled amount of interest and amortization of principal payable on the Series 2000 A Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

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

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

“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 hereafter be constituted.

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

“Gross Proceeds” means any proceeds and replacement proceeds of the Series 2000 A Bonds.

“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 7.01 hereof) or any tap fees.

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

"Independent Certified Public Accountants" shall mean 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 investment property as defined in Sections 148 (b) (2) and 148 (b) (3) of the Code.

"Issuer" means The City of Nitro, in Putnam and Kanawha Counties, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means Sale Proceeds, less the portion of those Sale Proceeds invested in a reasonably required reserve or replacement fund.

"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 proceeds of the Series 2000 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 2000 A Bonds.

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

“Outstanding,” when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond cancelled by the Bond Registrar at or prior to said date; (ii) any Bond for the payment of which moneys, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article IX 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 6.07 hereof.

“Paying Agent” means the West Virginia Municipal Bond Commission, as paying agent for the Series 2000 A Bonds.

“Prior Bonds” means, collectively, the Series 1995 A Bonds and the Series 1996 A Bonds.

“Prior Ordinances” means, collectively, the ordinance enacted by the Council of the Issuer on July 11, 1995, as supplemented by a Supplemental Resolution adopted July 25, 1995, pursuant to which the Series 1995 A Bonds were issued, and the ordinance enacted by the Council of the Issuer on August 6, 1996, as supplemented by a Supplemental Resolution adopted November 12, 1996, pursuant to which the Series 1996 A Bonds were issued.

“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 acquisition and construction of certain extensions, improvements and betterments to the Issuer's wastewater collection and treatment facilities, as described in paragraph 1.02B hereof.

“Qualified Investments” means and includes any of the following:

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

evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;

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

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

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

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

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

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

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

"Recorder" means the Recorder of the Issuer.

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

“Registrar” means the Bond Registrar.

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

“Renewal and Replacement Fund” means the Renewal and Replacement Fund established and continued by the Prior Ordinances.

“Reserve Accounts” means, collectively, the Series 2000 A Bonds Reserve Account, the Series 1996 A Bonds Reserve Account and the Series 1995 A Bonds Reserve Account.

“Revenue Fund” means the Revenue Fund established and continued by the Prior Ordinances.

“Sale Proceeds” means any amounts actually or constructively received from the sale of the Series 2000 A Bonds, including amounts used to pay underwriters’ discount or compensation and accrued interest other than pre-issuance accrued interest.

“Series 1995 A Bonds” means the \$373,000.00 in aggregate principal amount of Sewerage System Revenue Bonds, Series 1995 A, dated July 27, 1995, of the Issuer issued pursuant to the Prior Ordinance, of which \$313,906.00 are still outstanding.

“Series 1996 A Bonds” means the \$4,575,502.00 in aggregate principal amount of Sewerage System Revenue Bonds, Series 1996 A, dated December 10, 1996, of the Issuer issued pursuant to the Prior Ordinance, of which \$4,243,966.00 are still outstanding.

“Series 2000 A Bonds” means the not more than \$3,000,000.00 in aggregate principal amount of Sewerage System Revenue Bonds, Series 2000 A, of the Issuer issued pursuant to this Ordinance.

“Series 1995 A Bonds Reserve Account” means the Series 1995 A Bonds Reserve Account established in the Series 1995 A Bonds Sinking Fund pursuant to the Prior Ordinance.

“Series 1996 A Bonds Reserve Account” means the Series 1996 A Bonds Reserve Account established in the Series 1996 A Bonds Sinking Fund pursuant to the Prior Ordinance.

“Series 2000 A Bonds Reserve Account” means the Series 2000 A Bonds Reserve Account established in the Series 2000 A Bonds Sinking Fund pursuant to Section 4.02 hereof.

“Series 1995 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 1995 A Bonds in the then current or any succeeding year.

“Series 1996 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 1996 A Bonds in the then current or any succeeding year.

“Series 2000 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 2000 A Bonds in the then current or any succeeding year.

“Series 1995 A Bonds Sinking Fund means the Series 1995 A Bonds Sinking Fund established by the Prior Ordinance.

“Series 1996 A Bonds Sinking Fund means the Series 1996 A Bonds Sinking Fund established by the Prior Ordinance.

“Series 2000 A Bonds Sinking Fund means the Series 2000 A Bonds Sinking Fund established by Section 4.02 hereof.

"Sinking Funds" means, collectively, the Series 2000 A Bonds Sinking Fund, the Series 1996 A Bonds Sinking Fund and the Series 1995 A Bonds Sinking Fund.

“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 from 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 resolutions authorizing the sale of the Series 2000 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2000 A Bonds, and not so included may be included in another Supplemental Resolution.

“Surplus Revenues” means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including the Renewal and Replacement Fund and the Reserve Accounts.

“System” means the existing sewerage system facilities as expanded by the Project, and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with said sewerage system; and shall include any and all additions, extensions, improvements properties or other facilities at any time acquired or constructed for the System after completion of the Project.

“Yield” means that yield computed under Section 1.148-4 of the Regulations for the Series 2000 A Bonds and yield computed under Section 1.148-5 of the Regulations for an investment.

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 CONSTRUCTION AND ACQUISITION OF THE PROJECT

SECTION 2.01. AUTHORIZATION FOR THE CONSTRUCTION AND ACQUISITION OF THE PROJECT.

There is hereby authorized acquisition and construction of the Project in accordance with the plans and specifications prepared by the Consulting Engineers. The Project consists generally of extensions of the sanitary sewage collection system to service Dairy Road and Poca River Road, and certain improvements within the existing sanitary sewer system to accommodate the increased usage. The proceeds of the Series 2000 A Bonds hereby authorized shall be applied as provided in Article V hereof.

It is estimated that the Project will cost approximately \$3,065,000.00 of which \$3,000,000.00 will be obtained from proceeds of the Series 2000 A Bonds, \$40,000.00 will be obtained from the Putnam County Commission grant, and \$25,000.00 will be obtained from user contributions.

The Issuer hereby approves the costs of the Project as set forth in the Schedule A attached to the certificate of the Consulting Engineer.

The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, compatible with the financing plan submitted to the SRF Program.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF BOND PURCHASE AGREEMENT

SECTION 3.01. AUTHORIZATION OF SERIES 2000 A BONDS.

For the purposes of paying certain Costs of the Project not otherwise provided for, paying certain costs of issuance of the Series 2000 A Bonds and related costs, as determined by the Supplemental Resolution, there shall be issued negotiable Series 2000 A Bonds of the Issuer, in an aggregate principal amount of not more than \$3,000,000.00. The Series 2000 A Bonds shall be issued as a single bond and designated as "Sewerage System Revenue Bonds, Series 2000 A." The Series 2000 A Bonds shall bear an annual interest rate of zero percent (0%) and shall be subject to the SRF Administration Fee of a half percent (1/2%). The Series 2000 A Bonds shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2000 A Bonds shall be deposited in the Bond Construction Trust Fund.

SECTION 3.02. TERMS OF THE SERIES 2000 A BONDS.

The Series 2000 A Bonds shall bear zero percent interest as set forth above; shall be issued in such principal amounts; shall be payable and mature on such dates and in such amounts as set forth in the Schedule Y attached to the Bond Purchase Agreement; 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 Bond Purchase Agreement. The Series 2000 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 2000 A Bonds shall be paid by check or draft of the Paying 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 2000 A Bonds shall 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 2000 A Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2000 A Bonds shall be exchangeable at the option and expense of the Holder for other fully registered Bonds of the same series in aggregate principal

amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

SECTION 3.03. EXECUTION OF BONDS.

The Series 2000 A Bonds shall be executed, either manually or by facsimile, in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Recorder. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Issuer before the 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 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

SECTION 3.04. AUTHENTICATION AND REGISTRATION.

No 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 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 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 2000 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 any of said 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 any of the Bonds remain outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered 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 Bonds or transferring the registered Bonds are exercised, Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of 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 Bonds during the period commencing on the 15th day of the month preceding an interest payment date on the Bonds or, in the case of any proposed redemption of Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

SECTION 3.06. BONDS MUTILATED, DESTROYED, STOLEN OR LOST.

In case any 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 2000 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 any of the Series 2000 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2000 A Bonds or the administrative fees thereon.

SECTION 3.08. BONDS SECURED BY PLEDGE OF NET REVENUES; SERIES 2000 A BONDS TO BE ON PARITY WITH THE PRIOR BONDS.

The payment of the debt service of all the Series 1995 A Bonds, the Series 1996 A Bonds and Series 2000 A Bonds shall be secured forthwith equally and ratably with each other, by a first lien on the Net Revenues derived from the System, which first lien shall be shared prorata among all the above described indebtedness. Such Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Bonds and to make the payments into the Sinking Funds, the Reserve Accounts therein and the Renewal and Replacement Fund hereinafter and in the Prior Ordinances established, are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due.

SECTION 3.09. DELIVERY OF BONDS.

The Issuer shall execute and deliver the Series 2000 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Bonds to the original purchasers thereof upon receipt of the documents set forth below:

- A. If other than the Authority, a list of the names in which the 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 Bonds to the original purchasers;
- C. The unqualified approving opinion of bond counsel on the Bonds;
- D. An executed copy of the Bond Legislation; and
- E. An executed copy of the Bond Purchase Agreement.

SECTION 3.10. FORM OF BONDS.

The text of the Series 2000 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 Series 2000 A Bond]

UNITED STATES OF AMERICA
 STATE OF WEST VIRGINIA
 THE CITY OF NITRO
 SEWERAGE SYSTEM REVENUE BOND,
 SERIES 2000 A

No. AR-_____

\$ _____

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF NITRO, a municipal corporation and political subdivision of the State of West Virginia in Putnam and Kanawha Counties 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 hereto as Exhibit A and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on EXHIBIT B attached hereto.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection, dated _____, 2000.

This Bond is issued (i) to pay the costs of acquisition and construction of certain additions, improvements and betterments to the existing public sewerage system of the Issuer (the "Project"); and (ii) 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 (collectively, the "Act"), and an Ordinance and Supplemental Resolution, duly enacted and adopted, respectively, by the Issuer on _____, 2000, and _____, 2000, (collectively called 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 ISSUED ON A PARITY WITH THE ISSUER'S SEWERAGE SYSTEM REVENUE BONDS, SERIES 1995 A, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$373,000, AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1996 A, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,575,502, WITH RESPECT TO LIENS, PLEDGE AND SOURCES OF AND SECURITY FOR PAYMENT (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is payable only from and secured by a first lien pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the holders of the Prior Bonds, moneys in the Reserve Account created under the Bond Legislation for this Bond (the "Series 2000 A Bonds Reserve Account"), and unexpended proceeds of this Bond. Such Net Revenues shall be sufficient to pay 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 2000 A Bonds Reserve Account and unexpended Bond proceeds. 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 required in any year for principal of and interest, if any, on the Series 2000 A Bonds and the Prior Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2000 A Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2000 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 Series 2000 A Bonds in the then current or any succeeding year, and in the respective reserve accounts established for and any other obligations outstanding on a parity with the Series 2000 A Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110 percent. 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 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 Bond 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, shall be applied solely to the payment of the Costs of the Project 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 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 in 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 NITRO has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated _____, 2000.

[SEAL]

Mayor

ATTEST:

Recorder

06/21/000

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of The City of Nitro Sewerage System Revenue Bonds, Series 2000 A, 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: _____

as Registrar

By _____
Its Authorized Officer

06/21/000

EXHIBIT B
DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

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

Dated: _____, ____.

In the presence of:

SECTION 3.11. SALE OF SERIES 2000 A BONDS; RATIFICATION OF EXECUTION OF LOAN BOND PURCHASE AGREEMENT WITH AUTHORITY.

The Series 2000 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Bond Purchase Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Bond Purchase Agreement in the form attached hereto as "Exhibit A" and made a part hereof and the Recorder is directed to affix the seal of the Issuer, attest the same and deliver the Bond Purchase Agreement to the Authority, and any such prior execution and delivery is hereby authorized, ratified and approved. The Bond Purchase Agreement, including all schedules and exhibits attached thereto, is hereby approved and incorporated into this Bond Legislation.

SECTION 3.12. "AMENDED SCHEDULE A" FILING.

Upon completion of acquisition and construction of the Project, the Issuer will file with the DEP and the Authority the "Amended Schedule A" the form of which will be provided by the DEP, setting forth the actual costs of the Project and sources of funding therefor.

ARTICLE IV

SYSTEM REVENUES AND APPLICATION THEREOF

SECTION 4.01. CONTINUATION OR ESTABLISHMENT OF FUNDS AND ACCOUNTS WITH DEPOSITORY BANK.

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

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

SECTION 4.02. CONTINUATION OR ESTABLISHMENT OF FUNDS AND ACCOUNTS WITH COMMISSION.

The following special funds or accounts are hereby continued or established with the Commission:

(1) Series 1995 A Bonds Sinking Fund;

(a) Within the Series 1995 A Bonds Sinking Fund, the Series 1995 A Bonds Reserve Account.

(2) Series 1996 A Bonds Sinking Fund;

(a) Within the Series 1996 A Bonds Sinking Fund, the Series 1996 A Bonds Reserve Account.

(3) Series 2000 A Bonds Sinking Fund;

(a) Within the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account.

SECTION 4.03. SYSTEM REVENUES; FLOW OF FUNDS.

A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided.

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

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (a) for deposit in the Series 1995 A Bonds Sinking Fund, the amounts required by the Prior Ordinances for payment of the interest on, principal and SRF Administrative Fee of the Series 1995 A Bonds; (b) for deposit in the Series 1996 A Bonds Sinking Fund, the amounts required by the Prior Ordinances for payment of the interest on, principal and SRF Administrative Fee of the Series 1996 A Bonds; and (c) commencing 3 months prior to the first date of payment of principal and SRF Administrative Fee of the Series 2000 A Bonds, for deposit in the Series 2000 A Bonds Sinking Fund, a sum equal to 1/3rd of the amount of principal and SRF Administrative Fee which will become due on the Series 2000 A Bonds on the next ensuing quarterly payment date; provided, that, in the event the period to elapse between the date of such initial deposit in the Series 2000 A Bonds Sinking Fund and the next quarterly payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly payment date, the required amount coming due on such date.

In the event there is insufficient money in the Revenue Fund to make the payments described in this paragraph above, the Issuer shall use the available moneys and make the payments provided for on a prorata basis.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (a) for deposit in the Series 1995 A Bonds Reserve Account, the amount required by the Prior Ordinances to be deposited therein; (b) for deposit in the Series 1996 A Bonds Reserve Account, the amount required by the Prior Ordinances to be deposited therein; and (c) commencing 3 months prior to the first date of payment of principal of the Series 2000 A Bonds, if not fully funded upon issuance of the Series 2000 A Bonds, for deposit in the Series 2000 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2000 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 2000 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 2000 A Bonds Reserve Requirement.

(4) From the moneys remaining in the Revenue Fund, the Issuer shall next, on the first day of each month, transfer to the Renewal and Replacement Fund a sum equal to 2½ percent 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 VII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account [except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required by Subsection 4.03(A)(3) hereof] shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

Moneys in the Series 2000 A Bonds Sinking Fund shall be used only for the purposes of paying principal of the Series 2000 A Bonds as the same shall become due. Moneys in the Series 2000 A Bonds Reserve Account shall be used only for the purpose of paying principal of the Series 2000 A Bonds, as the same shall come due, when other moneys in the Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 2000 Bonds Sinking Fund and the Series 2000 A Bonds Reserve Account therein shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Bond Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Series 2000 A Bonds Sinking Fund and applied to the next ensuing interest payments, if any, due on the Series 2000 A Bonds, and then to the next ensuing principal payments due thereon.

Any withdrawals from the Series 2000 A Bonds Reserve Account which result in a

reduction in the balance of the Series 2000 A Bonds Reserve Account to below the Series 2000 A Bonds Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments set forth in Section 4.03(A)(2) above have been made in full.

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 provided and required to be paid into the concomitant Sinking Fund in any year for account of the Bonds of such series, including such additional Bonds which by their terms are payable from such Sinking Fund.

The Issuer shall not be required to make any further payments into the Series 2000 A Bonds Sinking Fund or into the Reserve Account therein when the aggregate amount of funds in said Series 2000 A Bonds Sinking Fund and Reserve Account are at least equal to the aggregate principal amount of the Series 2000 A Bonds issued pursuant to this Bond Legislation then Outstanding.

Interest, principal or reserve payments, whether for a deficiency or otherwise, shall be made on a parity basis and pro rata with respect to the Series 2000 A Bonds and the Prior Bonds in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2000 A Bonds Sinking Fund and the Series 2000 A Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the respective Sinking Funds and Reserve Accounts shall be invested and reinvested by the Commission in accordance with Section 7.01 hereof.

The Series 2000 A Bonds Sinking Fund, including the Reserve Account therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2000 A Bonds under the conditions and restrictions set forth herein.

B. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore 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 the Sinking Funds, including the Reserve Accounts therein, and the Renewal and Replacement Fund during the following month or such other period as required by law, such excess shall be considered 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 the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve payments, 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.

D. The Issuer shall complete the "Monthly Payment Form," a copy of which is attached to the Bond Purchase Agreement as Exhibit F, and submit a copy of said form along with a copy of its 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 or the Depository Bank, on such dates as the Commission, the Registrar or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay their respective fees or charges then due. The Issuer also shall remit from the Revenue Fund to the Authority, on such dates as the Authority shall require, the Issuer's allocable share of reasonable administrative expenses, if any, incurred by the Authority with respect to the SRF Program.

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

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.

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

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

J. The Issuer shall also on the first day of each month (if the first day is not a business day, then the first business day of each month), deposit with the Commission the SRF Administrative Fee as set forth in the Schedule Y attached to the Bond Purchase Agreement.

ARTICLE V

BOND PROCEEDS; FUNDS AND ACCOUNTS

SECTION 5.01. APPLICATION OF SERIES 2000 A BOND PROCEEDS; PLEDGE OF UNEXPENDED BOND PROCEEDS.

The moneys received from the sale of the Series 2000 A Bonds, as requisitioned by the Issuer, shall be deposited in the Bond Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 5.02.

The Depository Bank shall act as a trustee and fiduciary for the Bondholder with respect to the Bond Construction Trust Fund and shall comply with all requirements with respect to the disposition of the Bond Construction Trust Fund set forth in the Bond Legislation. Moneys in the Bond Construction Trust Fund shall be used solely to pay Costs of the Project and until so expended, are hereby pledged as additional security for the Series 2000 A Bonds.

SECTION 5.02. DISBURSEMENTS FROM THE BOND CONSTRUCTION TRUST FUND.

On or before the Closing Date, the Issuer shall have delivered to the DEP and the Authority a report listing the specific purposes for which the proceeds of the Series 2000 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 5.01 hereof, disbursements from the Bond Construction Trust Fund shall be made only after submission to, and approval from the Authority and DEP of the following:

(1) a completed and signed "Payment Requisition Form," a form of which is attached to the Bond Purchase Agreement as Exhibit C, in compliance with the construction schedule and

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

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

(B) 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) Each of such Costs has been otherwise properly incurred; and

(D) Payment for each of the items proposed is then due and owing, or that Issuer or the Sanitary Board has previously paid such item in connection with the Project and is being reimbursed for such payment.

In case any contract provides for the retention of a portion of the contract price, the Depository Bank shall disburse from the Bond Construction Trust Fund only the net amount remaining after deduction of any such portion. All payments made from the Bond Construction Trust Fund shall be presumed by the Depository Bank to be made for the purposes set forth in said certificate, and the Depository Bank shall not be required to monitor the application of disbursements from the Bond Construction Trust Fund. The Consulting Engineers shall from time to time file with the Depository Bank written statements advising the Depository Bank of its then authorized representative.

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

After completion of the Project, as certified by the Consulting Engineers, the Depository Bank shall transfer any moneys remaining in the Bond Construction Trust Fund to the Series 2000 A Bonds Reserve Account, and when fully funded, shall apply such remaining moneys as directed by the Authority and the DEP.

ARTICLE VI

ADDITIONAL COVENANTS OF THE ISSUER

SECTION 6.01. 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 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 Bonds as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of said Bonds or the interest thereon is Outstanding and unpaid.

SECTION 6.02. BONDS NOT TO BE INDEBTEDNESS OF THE ISSUER.

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

said Bonds or the interest thereon.

SECTION 6.03. BONDS SECURED BY PLEDGE OF NET REVENUES.

The payment of the debt service of the Series 2000 A Bonds issued hereunder and the Series 1995 A Bonds and the Series 1996 A Bonds heretofore issued shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the operation of the System. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Bonds and to make the payments into the Sinking Funds, including the Reserve Accounts therein, and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to the payment of the principal of and interest on the Bonds as the same become due, and for the other purposes provided in the Bond Legislation.

SECTION 6.04. INITIAL SCHEDULE OF RATES AND CHARGES.

The Issuer has obtained any and all approval of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with requirements of the Bond Purchase Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the ordinance of the Issuer duly enacted June 15, 1999.

So long as the Series 2000 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Bond Purchase Agreement. In the event the schedule of rates, fees and charges initially established for the System in connection with the Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement, the Issuer hereby covenants and agrees that it will, to the extent and in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Bond Purchase Agreement.

SECTION 6.05. SALE OF THE SYSTEM.

Except as otherwise required by law, 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 this Bond Legislation in accordance with Section 9.01 hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Bonds, immediately be remitted to the Commission for deposit in the Sinking Funds, 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, if any, on the Bonds. Any balance remaining after the payment of all the Bonds 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 \$25,000, the Sanitary Board shall, by resolution, 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 \$25,000 but not in excess of \$50,000, the Sanitary Board shall first, in writing determine with the written approval of 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 derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of \$25,000 and not in excess of \$50,000, shall with the written consent of the Authority, be remitted by the Issuer to the Commission for deposit in the Sinking Funds and shall be applied only to the purchase of Bonds of the last maturities then Outstanding at prices not greater than the par value thereof plus three percent of such par value. Such payment of such proceeds into the Sinking Funds or the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds 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 over 50 percent in amount of the Bonds then Outstanding and the Consulting Engineers. 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 6.06. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF REVENUES AND GENERAL COVENANT AGAINST ENCUMBRANCES.

Except as provided in this Section 6.06, 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 Bonds; provided, however, that additional Bonds on a parity with the Bonds may be issued as provided for in Section 6.07 hereof. All obligations issued by the Issuer after the issuance of the 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 Prior Bonds and the Series 2000 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into the Sinking Funds, Reserve Accounts and the Renewal and Replacement Fund 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 Bonds, upon any of the income and revenues of the System pledged for payment of the Bonds 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 from any grants for the Project, or any other obligations related to the Project or the System.

SECTION 6.07. PARITY BONDS.

A. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of any Bonds pursuant to this Bond Legislation, except under the conditions and in the manner herein provided and with the prior written consent of the Authority and the DEP.

So long as the Prior Bonds are outstanding, no parity bonds shall be issued except in conformity with the requirements of the Prior Ordinances and this Ordinance.

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

No Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Authority and the DEP a written statement by the Independent Certified Public Accountants, based upon the necessary investigation and certification by the Consulting Engineers, 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 to be received in each of the three succeeding years after the completion of the improvements to be financed by such Parity Bonds, shall not be less than 115 percent 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 Resolution then Outstanding; and
- (3) The Parity Bonds then proposed to be issued.

The "estimated average increased annual Net Revenues to be received in each of the three 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 (a) the improvements to be financed by such Parity Bonds and (b) any increase in rates adopted by the Issuer, the period for appeal of which has expired prior to the date of delivery of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Consulting Engineers, which shall be filed in the office of the Recorder prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive-month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Consulting Engineers and the said Independent Certified Public Accountants, as stated in a certificate jointly made and signed by the Consulting Engineers and said Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the period for appeal of which has expired prior to issuance of such Parity Bonds.

Not later than simultaneously with the delivery of such Parity Bonds, the Issuer shall have entered into written contracts for the immediate construction or acquisition of such additions, betterments or improvements, if any, to the System that are to be financed by 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. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond of one series over any other Bond of the same series. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Prior Bonds and the Series 2000 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from the revenues of the System, or any part

thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2000 A Bonds and the Prior Bonds.

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

SECTION 6.08. BOOKS AND RECORDS.

The Issuer shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Issuer shall permit the Authority and the 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 acquisition, construction and installation of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

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

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

The accounting system for the System shall follow current generally accepted accounting principles and safeguards to the extent allowed and as prescribed by the Public Service Commission of West Virginia. Separate control accounting records shall be maintained by the Issuer. Subsidiary records as may be required shall be kept in the manner and on the forms, books and other bookkeeping records as prescribed by the 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 Bonds, and shall mail in each year to any Holder or Holders of 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 with respect to said Bonds and the status of all said funds and accounts.

(C) The amount of any Bonds or other obligations outstanding.

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

Commencing on the date contracts are executed for the acquisition and construction of the Project and for two years following completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Bond Purchase Agreement as Exhibit B, and forward a copy to the Authority and DEP by the 10th day of each month.

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 Bond Purchase Agreement or as promulgated from time to time.

Subject to the terms, conditions and provisions of the Bond Purchase Agreement and the Act, the Issuer 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 by the Consulting Engineers. 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 Issuer.

The Issuer shall permit the Authority or the DEP, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of the Project, the Issuer also 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 6.09. RATES.

So long as the Prior Bonds, and the Series 2000 A Bonds are outstanding, the Issuer shall maintain rates and charges for the use of the System consistent with the requirements of the ordinances authorizing the issuance of such bonds.

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 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 percent of the maximum amount required in any year for payment of principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided that, in the event an amount equal to or in excess of the reserve requirement is on deposit in the Reserve Accounts and reserve accounts for obligations on a parity with the Bonds are funded at least at the requirement therefor, such balance each year need only equal at least 110 percent of the maximum amount required in any year for payment of 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 the Bonds. In any event, subject to any requirements of law, the Issuer shall not reduce the rates and charges for services set forth in the rate ordinance described in the Section 6.04 hereof.

SECTION 6.10. OPERATING BUDGET

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 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 percent 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 within 30 days of adoption thereof 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 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.

SECTION 6.11. 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 6.12. ENGINEERING SERVICES AND OPERATING PERSONNEL.

Prior to the issuance of the Series 2000 A Bonds, Issuer shall provide the Authority a certificate of the Consulting Engineer, substantially in the form as shown on Exhibit D to the Bond Purchase Agreement.

The Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority and the DEP covering the supervision and inspection of the development and construction of the Project and bearing 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 engineer shall certify to the Authority, the DEP and the Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall 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 Issuer shall notify the DEP in writing of such receipt. The Issuer shall submit a "Performance Certificate," a form of which is attached to the Bond Purchase Agreement as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Issuer shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90 percent completed. The Issuer shall, at all times, provide operation and maintenance of the System in compliance with any and all State and Federal standards.

The Issuer shall employ qualified operating personnel properly certified by the State before the Project is 50 percent complete and shall retain such certified operators to operate the System during the entire term of the Bond Purchase Agreement. The Issuer shall notify the DEP in writing of the certified operator employed at the 50 percent completion stage.

SECTION 6.13. ENFORCEMENT OF COLLECTIONS.

The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules of the Issuer, 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, or, 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.

The Issuer further acknowledges that it has a water termination agreement with all entities providing water service in the areas in which the Issuer provides sewer service and will maintain and use such agreement subject to all the rules, regulations and orders of the Public Service Commission.

SECTION 6.14. NO FREE SERVICES.

The Issuer will not render or cause to be rendered any free services of any nature by the

System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee 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 6.15. INSURANCE AND CONSTRUCTION BONDS.

A. The Issuer hereby covenants and agrees that so long as any of the 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 and shall verify such insurance prior to commencement of construction. 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. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Bond Purchase Agreement, during construction of the Project on a 100 percent basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

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

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100 percent of the construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West

Virginia Code, Chapter 38, Article 2, Section 39.

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

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

(6) FIDELITY BONDS will be provided as to every officer, member and employee of the Issuer 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.

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

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

SECTION 6.16. COMPLETION OF PROJECT.

The Issuer will complete the Project as promptly as possible and operate and maintain the System in good condition and in compliance with all federal and state requirements and standards.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project, and all orders and approvals from the Public Service Commission of West Virginia, the DEP and the West Virginia Infrastructure and Jobs Development Council necessary for the acquisition and construction of the Project, the operation of the System and the issuance of the Series 2000 A Bonds, with all requisite appeal periods having expired without successful appeal.

SECTION 6.17. 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 percent of the Net Proceeds of the Series 2000 A Bonds are used for Private Business Use if, in addition, the payment of more than 10 percent of the principal or 10 percent of the interest due on the Bonds during the term thereof is, under the terms of the 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 five percent of the Net Proceeds of the Bonds are used for a Private Business Use, and (B) an amount in excess of five percent of the principal or five percent of the interest due on the Bonds during the term thereof is, under the terms of the 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 five percent of Net Proceeds of the 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 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.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of five percent of the Net Proceeds of the Series 2000 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 2000 A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2000 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 those deemed necessary by the Authority) so that the interest on the Series 2000 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 those determined by the Authority) which would adversely affect such exclusion.

SECTION 6.18. 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 Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State of West Virginia 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 Department 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 6.19. COMPLIANCE WITH BOND PURCHASE AGREEMENT AND LAW.

The Issuer agrees to perform, satisfy and comply with all the terms and conditions of the ~~Loan~~ Bond Purchase 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 acquisition and construction of the Project and the operation, maintenance and use of the System.

SECTION 6.20. CONTRACTS; PUBLIC RELEASES.

The Issuer shall, simultaneously with the delivery of the Series 2000 A Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

The Issuer shall submit all proposed change orders to the DEP for written approval. The Issuer shall obtain the written approval of the DEP before expending any proceeds of the Series 2000 A Bonds held in "contingency" as set forth in the Amended Schedule A attached to the

Certificate of Consulting Engineer. The Issuer shall also obtain the written approval of the DEP before expending any proceeds of the Series 2000 A Bonds made available due to bid or construction or project underruns.

The Issuer shall list the funding provided by the DEP and the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project.

ARTICLE VII

INVESTMENT OF FUNDS

SECTION 7.01. 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 7.01.

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, the Depository Bank or such other bank or national banking association, as the case may be, 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 bond 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, 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.

SECTION 7.02. 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 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

DEFAULT AND REMEDIES

SECTION 8.01. EVENTS OF DEFAULT.

Each of the following events shall constitute an "Event of Default" with respect to the Series 2000 A Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2000 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 2000 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2000 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, Registrar 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; or
- (4) If default occurs with respect to the Prior Bonds or the Prior Ordinances.

SECTION 8.02. 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; provided however, that all rights and remedies of the Holders of the Series 2000 A Bonds shall be on a parity with those of the Holders of the Prior Bonds.

SECTION 8.03. APPOINTMENT OF RECEIVER.

Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

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

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Registered Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the 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 IX

DEFEASANCE

SECTION 9.01. DEFEASANCE OF SERIES 2000 A BONDS.

If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 2000 A Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 2000 A Bonds only, 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 2000 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 2000 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 Agents 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 2000 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 2000 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 2000 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 2000 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 X

MISCELLANEOUS

SECTION 10.01. AMENDMENT OR MODIFICATION OF BOND LEGISLATION.

Prior to the issuance of the Series 2000 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2000 A Bonds, no material modification or amendment of this Ordinance, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Bonds shall be made without the consent in writing of the Registered Owners of the Series 2000 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of such Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein 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 2000 A Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest, if any, on the Series 2000 A Bonds from gross income of the holders thereof.

SECTION 10.02. BOND LEGISLATION CONSTITUTES CONTRACT.

The provisions of the Bond Legislation shall constitute a contract between the Issuer and the Registered Owners of the Series 2000 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 10.03. 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 2000 A Bonds.

SECTION 10.04. 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 10.05. 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; provided that, in the event of any conflict between this Ordinance and the Prior Ordinances, the Prior Ordinances shall control (unless less restrictive), so long as the Prior Bonds or any portion thereof are outstanding.

SECTION 10.06. 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 enactment of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, Recorder and members of the Governing Body were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

SECTION 10.07. EFFECTIVE DATE.

This Ordinance shall take effect immediately following public hearing hereon.

SECTION 10.08. STATUTORY NOTICE AND PUBLIC HEARING.

Upon adoption hereof, an abstract of this Bond Legislation determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for two successive weeks within a period of fourteen consecutive days, with at least six full days intervening between each publication, in The Charleston Gazette, which is a qualified newspaper of general circulation in The City of Nitro, together with a notice stating that this Bond Legislation has been adopted and that the Issuer contemplates the issuance of the Bonds, and that any person interested may appear before the City Council upon a date certain, not less than ten days subsequent to the date of the first publication of the abstract and notice, and present protests, and that a certified copy of the 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 - February 15, 2000

Passed on Second Reading - June 13, 2000

Effective Date Following
Public Hearing - June 27, 2000



Mayor



Recorder

action as it shall deem proper in the premises.

Passed on First Reading - February 15, 2000

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Mayor



Recorder



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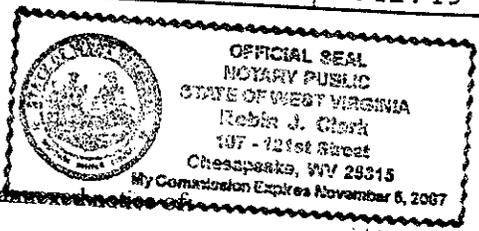
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State of West Virginia,

AFFIDAVIT OF PUBLICATION

I, Risa Cantley of
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DAILY MAIL, A DAILY REPUBLICAN NEWSPAPER,
published in the city of Charleston, Kanawha County, West Virginia, do solemnly swear that the
PUBLIC HEARING



was duly published in said paper(s) during the dates listed below, and was posted at the front door of the court house of said Kanawha County,
West Virginia, on the 16TH day of JUNE 2000. Published during the following dates: 06/15/00-06/22/00
Subscribed and sworn to before me this 6 day of July 2000. Robin Clark
Printers fee \$ 341.49

LEGAL ADVERTISEMENT.

A copy of the Ordinance is on file at the office of the Nitro Sanitary Board and also at the office of the City Recorder of the City of Nitro and is available for inspection and copying during regular office hours.

Don Karnes,
Recorder
City of Nitro
(455237)

**ABSTRACT OF
ORDINANCE AND
NOTICE OF PUBLIC
HEARING**

Please take notice that the City Council of the City of Nitro, West Virginia, has passed, on second reading, an Ordinance, which reads as follows:

AN ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF NITRO AND THE FINANCING OF THE COSTS THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$3,000,000.00 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A, PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; APPROVING AND RATIFYING A BOND PURCHASE AGREEMENT RELATING TO THE SERIES 2000 A BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the City of Nitro, West Virginia, owns and operates a certain wastewater collection and treatment system in and around the City of Nitro, Kanawha and Putnam Counties, West Virginia; and

WHEREAS, the City intends to extend the wastewater collection system to certain areas outside the City, to what is described as the Poca River Service Area, which includes Dairy Road and Poca River Road and includes the areas of River Hills Subdivision, River Valley Subdivision, Green Acres Subdivision, Lee Manor Subdivision, Poplar Point Subdivision, and Country Roads Mobile Home Park, and which is more fully shown on the construction drawings dated November 28, 1997, made by S. & S' Engineers, Inc.; and

WHEREAS, the Sanitary Board of the City of Nitro has petitioned the Council of the City of Nitro to enact the proposed Ordinance pursuant to 16-13-5 of the West Virginia Code of 1991, as amended, authorizing the issuance of not more than three million dollars (\$3,000,000.00) of the City of Nitro's Sewerage System Revenue Bonds, Series 2000 A, as said amount as has been found necessary to pay the cost

NOW, THEREFORE BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF NITRO, WEST VIRGINIA:

1. That said Ordinance has been adopted upon second reading;
2. The City contemplates the issuance of the Bonds described in the Ordinance and shall vote on whether to enact said Ordinance on June 27, 2000;
3. The construction cost thereof estimated by the engineer chosen as aforesaid is approximately \$7,691,990.00;
4. That any person interested may appear before the City Council on June 27, 2000, and present protests during a public hearing to begin at 7:30 p.m.

The Honorable
Rusty Casto,
Mayor

Don Karnes,
Recorder

**NOTICE OF PUBLIC
HEARING**

The City Council will hold a public hearing on the above Ordinance and on whether or not such Ordinance shall be enacted on Tuesday, June 27, 2000, at 7:30 p.m. in the City Council Chambers, at the Nitro City Hall, 2nd Avenue and 22nd Street, Nitro, West Virginia.

At such hearing all users of the sewer system and owners of property served thereby and other interested parties shall have an opportunity to have their objections and suggestions heard concerning the proposed Ordinance.

If at such hearing written protests is filed by thirty percent or more of the owners of real estate situate in the City of Nitro, then the City Council shall not take further action unless four fifths of the qualified members of City Council assent thereto.

The City Council intends to take such action as it shall deem proper regarding the final enactment of the Ordinance at the Council meeting which is scheduled to begin immediately following the public hearing.

SERVICE INTO THE POCA RIVER SERVICE AREA OF THE NORTH PUTNAM PUBLIC SERVICE DISTRICT.

COUNCILMAN AT LARGE RICHARD SAVILLA MOVED TO ADOPT RESOLUTION 00- , ON FIRST READING. THE MOTION WAS SECONDED BY COUNCILMAN ROBERT YOUNG WAS CARRIED. (Copy attached)

A Petition was presented to council. COUNCILMAN ROBERT YOUNG MOVED TO READ TITLE ONLY OF PETITION. THE MOTION WAS SECONDED BY COUNCILMAN DAVID MILLER AND WAS CARRIED. THE CITY OF NITRO PETITION SEEKING AN ORDER BY THE PUTNAM COUNTY COMMISSION TO ALLOW THE EXTENSION OF SEWER SERVICE INTO THE POCA RIVER SERVICE AREA OF THE NORTH PUTNAM PUBLIC SERVICE DISTRICT. COUNCILMAN AT LARGE RICHARD SAVILLA MOVED TO ADOPT THE PETITION. THE MOTION WAS SECONDED BY COUNCILMAN DAVID MILLER AND WAS CARRIED. (Copy attached)

Ms. Broughton presented the Bond Ordinance. COUNCILMAN AT LARGE RICHARD SAVILLA MOVED TO READ TITLE ONLY OF BOND ORDINANCE. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE ROBERT MATTOX AND WAS CARRIED.

AN ORDINANCE AUTHORIZING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND BETTERMENT TO THE PUBLIC SEWERAGE SYSTEM FACILITIES OF THE CITY OF NITRO AND THE FINANCING CERTAIN COSTS THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$2,200,000.00 IN AGGREGATE PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A, PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; APPROVING AND RATIFYING A LOAN AGREEMENT RELATING TO THE SERIES 2000 A BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

COUNCILMAN AT LARGE RICHARD SAVILLA MOVED FOR PASSAGE OF ORDINANCE 00-0 ON FIRST READING. THE MOTION WAS SECONDED BY COUNCILMAN ROBERT YOUNG AND WAS CARRIED.

A discussion followed regarding the Poca River Project. Mayor Casto stated this project will not increase the Sanitary fee for the City of Nitro.

AGENDA ITEM NO. 6 PHIL GAUJOT: Absent

COUNCILMAN AT LARGE ROBERT MATTOX MOVED TO AUTHORIZE MAYOR CASTO TO SIGN NECESSARY PAPER WORK TO ACCEPT A \$2500 GRANT FROM THE GOVERNOR'S OFFICE TO MAKE SIDEWALKS HANDICAP ACCESSIBLE IN PUTNAM COUNTY. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED.

AGENDA ITEM NO. 7 RALPH ALLISON: Treasurer Ralph Allison announced a "Budget Meeting" next Tuesday, February 22, at 6:30 p.m. and stated he had invited the Police & Fire Chief to present their budgets. Also Treasurer Allison presented council with a detailed list of expenditures in regard to the Smith Case. RECORDER DON KARNES MOVED TO AUTHORIZE PAYMENT WHEN THE DOCUMENTATION NEEDED IS FURNISHED. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED WITH COUNCILMAN GEORGE ATKINS OPPOSING. Councilman Robert Young asked, since this money is not in the budget, where do we take this money from. Treasurer Ralph Allison stated he gave everyone a copy of a budget adjustment at the last council meeting. This money will be taken from the Police Department Capital Outlay.

AGENDA ITEM NO. 8. FIREMEN'S PENSION & RELIEF FUND ESTIMATED EXPENDITURE BUDGET/2000. COUNCILMAN AT LARGE RICHARD SAVILLA MOVED TO MAKE THE NITRO FIREMENS PENSION & RELIEF ESTIMATED EXPENDITURE BUDGET A PART OF THE RECORD. THE MOTION WAS SECONDED BY COUNCILMAN DAVID MILLER AND WAS CARRIED. (Copy attached)

AGENDA ITEM NO. 9 MAYOR'S COMMENTS:

Councilman George Atkins recommended the city take voters registration cards to Nitro High School. Also Councilman Atkins stated he had noticed several dead animals left on the streets in Nitro and wonders why they aren't being picked up without someone calling and telling the Humane Officer to pick them up. Chief Gary Blankenship stated he would check into this matter.

There being no further business, the meeting was adjourned.



RUSTY CASTO, MAYOR



DON KARNES, RECORDER

CITY OF NITRO COUNCIL MEETING MINUTES
JUNE 13, 2000

Mayor Rusty Casto declared a quorum and called the meeting to order at 7:30 p.m. Others present; Councilman at Large Robert Mattox, Councilman at Large Richard Savilla, Councilman George Atkins, Councilman David Miller and Councilman Frank Grover, Jr. and City Treasurer Ralph Allison. Absent; City Recorder Don Karnes, Councilman at Large Steve West and Councilman Robert Young. Also absent City Attorney Phil Gaujot.

AGENDA ITEM NO. 1 INVOCATION: COUNCILMAN AT LARGE ROBERT MATTOX.

AGENDA ITEM NO. 2 APPROVAL OF MINUTES (5-16-00): COUNCILMAN DAVID MILLER MOVED TO APPROVE MAY 16, 2000 MINUTES AS DISTRIBUTED. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED.

AGENDA ITEM NO. 3 APPROVAL OF SPECIAL CO. MEETING (6-01-00) COUNCILMAN AT LARGE ROBERT MATTOX MOVED TO APPROVE THE SPECIAL COUNCIL MEETING MINUTES (6-01-00). THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED.

AGENDA ITEM NO. 4 2ND READ SANITARY BOARD ORD: COUNCILMAN AT LARGE RICHARD SAVILLA MOVED TO READ TITLE ONLY OF POCA RIVER ORDINANCE. THE MOTION WAS SECONDED BY COUNCILMAN DAVID MILLER AND WAS CARRIED.

COUNCILMAN AT LARGE RICHARD SAVILLA MOVED TO ADOPT POCA RIVER PROJECT ORDINANCE 00-05 . ON SECOND READING. THE MOTION WAS SECONDED BY COUNCILMAN DAVE MILLER AND WAS CARRIED. (Copy attached)

Also a public hearing was scheduled for June 27, 2000 at 7:30 p.m. prior to council meeting.

Mayor Casto announced a Council Meeting 10:00 a.m. July 1st, 2000.

AGENDA ITEM NO. 5 PHIL GAUJOT: ABSENT

AGENDA ITEM NO. 6 RALPH ALLISON: Executive Session

AGENDA ITEM NO. 7 RESCHEDULE COUNCIL MEETING: Due to the holiday (West Virginia Day) falling on the regular scheduled meeting, the next council meeting was moved to June 27, 2000.

AGENDA ITEM NO. 8 BUSINESS & PROFESSIONAL ASSOC.: No report.

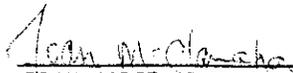
AGENDA ITEM NO. 9 MAYOR'S COMMENTS:

Mayor Casto reported he has contacted the official regarding the light at 40th Street and he said as soon as they can work this problem into their schedule they will fix the light.

Councilman at Large Richard Savilla asked about street paving bids. Mayor Casto stated they will be opened at next meeting.

COUNCILMAN AT LARGE ROBERT MATTOX MOVED TO ENTER INTO EXECUTIVE SESSION. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED. Re-entered regular session at 8:17, there being no further business, the meeting was adjourned.


RUSTY CASTO, MAYOR


JOAN MCCLANAHAN, RECORDER

ORDINANCE 2000-05

THE CITY OF NITRO

SUPPLEMENTAL RESOLUTION

Supplemental Resolution providing for the principal amount, date, maturity date, interest rate, interest and principal payment dates, sale prices and other terms of the Sewerage System Revenue Bonds, Series 2000 A, of the City of Nitro (the "Issuer"), designating a registrar, paying agent and depository bank, approving and ratifying a bond purchase agreement (the "Bond Purchase Agreement") and the sale of the Sewerage System Revenue Bonds, Series 2000 A to the West Virginia Water Development Authority (the "Authority") and making other provisions as to such Bonds.

WHEREAS, the City Council of the Issuer, on June 13, 2000, enacted an Ordinance, all as more fully set out therein; (said Ordinance is hereinafter referred to as the "Ordinance"); and

WHEREAS, the Ordinance provides for the issuance of Sewerage System Revenue Bonds, Series 2000 A (the "Series 2000 A Bonds"), of the Issuer in an aggregate principal amount not to exceed \$3,000,000, and has authorized the execution and delivery of the Bond Purchase Agreement relating to the Series 2000 A Bonds, by and among the Issuer, 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 Code of West Virginia, 1931, as amended (collectively, the "Act"), and further provides that the principal amount, date, maturity date, interest rate, interest and principal payment dates, sale prices, and other terms of and matters relating to, the Series 2000 A Bonds should be established by Supplemental Resolution; and

WHEREAS, the Series 2000 A Bonds are proposed to be sold to the Authority pursuant to the Bond Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Ordinance; and

WHEREAS, the Governing Body of the Issuer deems it essential and desirable that this resolution (the "Supplemental Resolution"), be adopted, that the Bond Purchase Agreement be approved and ratified by the Issuer, and that the principal amount, the date, the maturity date, the interest rate, the interest and principal payment dates, and the sales prices of the Series 2000 A 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 City Council of The City of Nitro as follows:

Section 1. Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Sewerage System Revenue Bonds, Series 2000 A, in the aggregate principal amount of \$2,050,000.00, all in the form set forth in the Ordinance.

CITY OF NITRO COUNCIL MEETING MINUTES

FEBRUARY 15, 2000

Mayor Casto declared a quorum and called the meeting to order at 7:30 p.m.; Others present City Recorder Don Karnes, Councilmen at Large Robert Mattox, Richard Savilla, Councilman Robert Young, David Miller, and George Atkins. Absent; Councilman at Large Steve West and Councilman Frank Grover, Jr., . Also present City Treasurer Ralph Allison. Absent City Attorney Phil Gaujot.

AGENDA ITEM NO. 1 INVOCATION: Councilman at Large Robert Mattox.

AGENDA ITEM NO. 2 APPROVAL OF MINUTES : COUNCILMAN ROBERT YOUNG MOVED TO APPROVE THE FEBRUARY 02, 2000 MINUTES AS DISTRIBUTED. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED.

AGENDA ITEM NO. 3 BUSINESS & PROFESSIONAL ASSOC. Mayor Casto yielded the floor to David Perry. Mr. Perry read report of 2/15/00 meeting and announced past and coming events.

COUNCILMAN AT LARGE RICHARD SAVILLA MOVED TO MAKE THE BUSINESS & PROFESSIONAL ASSOCIATION MINUTES A PART OF RECORD. THE MOTION WAS SECONDED BY COUNCILMAN DAVID MILLER AND WAS CARRIED. (Copy attached)

AGENDA ITEM NO. 4 ORD. ARTICLE 107 2ND READING: CITY RECORDER DON KARNES MOVED TO READ TITLE ONLY OF ORD. 00- , THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED.

ORDINANCE 00- , AN ORDINANCE AMENDING 107.5 OF THE CODIFIED ORDINANCES OF THE CITY OF NITRO CHANGING THE DATE WHEN CERTIFICATES OF NOMINATION OF MUNICIPAL OFFICIALS SHALL BE FILED WITH THE CITY RECORDER. RECORDER DON KARNES MOVED FOR ADOPTION ON SECOND READING AND TO BECOME EFFECTIVE ON PASSAGE. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED. (Copy attached)

Mayor Casto stated according to the Blue Book, there seems to some conflict regarding the date of the city election. Recorder Don Karnes stated that our city code says the city election shall be held on the first Tuesday of June.

Recorder Don Karnes stated a quorum of Council is required to go the Kanawha County Clerks Office on Friday, February 25, 2000 at 10:00 am., for certification of the voting machines and to distribute the ballots into the proper precinct boxes for the levy election. Recorder Don Karnes polled Council to make sure they have enough for a quorum.

AGENDA ITEM NO. 5 POCA RIVER PROJECT: Mayor Casto yielded the floor to Connie Stephens, Manager Nitro Sanitary Board. Ms. Stephens presented council with a copy of a resolution, petition and an ordinance for first reading regarding Poca River Project. Ms. Stephens yielded the floor to Ms. April Robertson Broughton, Vaughan Law Firm to refresh council's memory regarding this project. Ms. Broughton told council they need to adopt a resolution. COUNCILMAN ROBERT YOUNG MOVED TO READ TITLE ONLY OF RESOLUTION. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED. RESOLUTION 00- , AUTHORIZING THE MAYOR TO SUBMIT PETITION UPON BEHALF OF THE GOVERNING BODY OF THE CITY SEEKING PUTNAM COUNTY COMMISSION ORDER ALLOWING THE EXTENSION OF SEWER



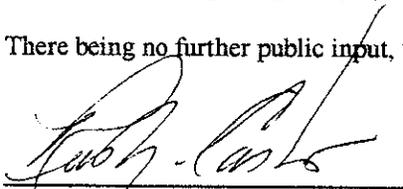
June 27, 2000

PUBLIC HEARING
POCA RIVER SEWER PROJECT

Mayor Rusty Casto called the Public Meeting to order at 7:30 p.m. in Council Chambers. Others attending; Councilmen at Large Robert Mattox, Richard Savilla, City Attorney Phil Gaujot, City Treasurer Ralph Allison, Sanitary Board General Manager Connie Stephens, Attorney April Boughton, Joan McClanahan, Resident and two Residents from Poca River Area.

Mayor Casto opened the floor for questions and discussion regarding the sewer project for Poca River. Mr. Tinsley resident of Poca River, commented he would like to thank Ms. Stephens for her hard work, time and effort of putting this project together.

There being no further public input, the meeting was adjourned.



Rusty Casto, Mayor

(A) The Series 2000 A Bonds of the Issuer shall be originally issued in the form of a single bond payable to the Authority, numbered AR-1, shall be in the principal amount of \$2,050,000. The Series 2000 A Bonds shall be dated as of June 28, 2000, or as of the date of closing and shall mature on September 1, 2031. The Series 2000 A Bonds shall bear interest at the rate of 0% per annum, together with a 1/2% administrative fee. The principal of and administrative fee on the Series 2000 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2001, all as set forth on the Schedule Y attached to the Bond Purchase Agreement.

(B) The sale of the Series 2000 A Bonds to the Authority, which is hereby designated as the Original Purchaser of the Series 2000 A Bonds, and the Bond Purchase Agreement dated May 12, 2000, including all schedules and exhibits attached thereto, in the form attached to this Resolution as Exhibit A, is hereby ratified and approved. The Mayor is authorized and directed to execute and deliver the Bond Purchase Agreement with such changes and insertions as he may approve. The Mayor's signature on such Agreement shall be conclusive evidence of such approval.

Section 2. Except as herein provided, all other provisions relating to the Series 2000 A Bonds shall be as provided in the Ordinance, and the Series 2000 A Bonds shall be in substantially the form provided in the Ordinance with such changes, insertions and omissions as may be approved by the Mayor of the Issuer. The execution of the Series 2000 A Bonds by the Mayor shall be conclusive evidence of such approval.

Section 3. The Issuer hereby appoints and designates United National Bank, Charleston, West Virginia, as the Depository Bank.

Section 4. The Issuer hereby appoints and designates United National Bank, Charleston, West Virginia, as Registrar for the Bonds.

Section 5. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, as Paying Agent for the Bonds.

Section 6. The Mayor and the Recorder of the Issuer are hereby authorized and directed to execute and deliver such other documents and certificates, including the Registrar's Agreement required or desirable in connection with the Series 2000 A Bonds in order for the Series 2000 A Bonds to be delivered to the Original Purchaser pursuant to the Bond Purchase Agreement.

Section 7. The Issuer hereby approves and authorizes all contracts relating to the financing, acquisition and construction of the Project.

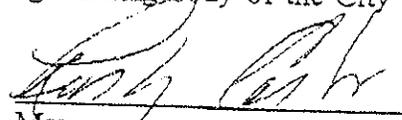
Section 8. The Issuer hereby determines to invest all moneys in the funds and accounts established by the Ordinance held by the Depository Bank until expended in money market accounts secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to invest all moneys in such money market accounts until further directed in

writing by the Issuer. Moneys in the Series 2000 A Bonds Sinking Fund and the Series 2000 A Bonds Reserve Account shall be invested by the Commission in the West Virginia Consolidated Fund.

Section 9. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2000 A Bonds as a condition to issuance of the Series 2000 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and the Regulations from time to time in effect and applicable to the Series 2000 A Bonds as may be necessary in order to maintain the status of the Series 2000 A Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2000 A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the DEP, as the case may be, from which the proceeds of the Series 2000 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the DEP, to ensure compliance with the covenants set forth in this section.

Section 10. This Supplemental Resolution shall be effective immediately upon adoption.

Adopted this 27th day of June 2000, by the governing body of the City of Nitro, West Virginia.



Mayor



Recorder

THE CITY OF NITRO

SUPPLEMENTAL RESOLUTION

Supplemental Resolution providing for the principal amount, date, maturity date, interest rate, interest and principal payment dates, sale prices and other terms of the Sewerage System Revenue Bonds, Series 2000 A, of the City of Nitro (the "Issuer"), designating a registrar, paying agent and depository bank, approving and ratifying a bond purchase agreement (the "Bond Purchase Agreement") and the sale of the Sewerage System Revenue Bonds, Series 2000 A to the West Virginia Water Development Authority (the "Authority") and making other provisions as to such Bonds.

WHEREAS, the City Council of the Issuer, on June 13, 2000, enacted an Ordinance, all as more fully set out therein; (said Ordinance is hereinafter referred to as the "Ordinance"); and

WHEREAS, the Ordinance provides for the issuance of Sewerage System Revenue Bonds, Series 2000 A (the "Series 2000 A Bonds"), of the Issuer in an aggregate principal amount not to exceed \$3,000,000, and has authorized the execution and delivery of the Bond Purchase Agreement relating to the Series 2000 A Bonds, by and among the Issuer, 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 Code of West Virginia, 1931, as amended (collectively, the "Act"), and further provides that the principal amount, date, maturity date, interest rate, interest and principal payment dates, sale prices, and other terms of and matters relating to, the Series 2000 A Bonds should be established by Supplemental Resolution; and

WHEREAS, the Series 2000 A Bonds are proposed to be sold to the Authority pursuant to the Bond Purchase Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Ordinance; and

WHEREAS, the Governing Body of the Issuer deems it essential and desirable that this resolution (the "Supplemental Resolution"), be adopted, that the Bond Purchase Agreement be approved and ratified by the Issuer, and that the principal amount, the date, the maturity date, the interest rate, the interest and principal payment dates, and the sales prices of the Series 2000 A 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 City Council of The City of Nitro as follows:

Section 1. Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Sewerage System Revenue Bonds, Series 2000 A, in the aggregate principal amount of \$2,050,000.00, all in the form set forth in the Ordinance.

(A) The Series 2000 A Bonds of the Issuer shall be originally issued in the form of a single bond payable to the Authority, numbered AR-1, shall be in the principal amount of \$2,050,000. The Series 2000 A Bonds shall be dated as of June 28, 2000, or as of the date of closing and shall mature on September 1, 2031. The Series 2000 A Bonds shall bear interest at the rate of 0% per annum, together with a ½% administrative fee. The principal of and administrative fee on the Series 2000 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2001, all as set forth on the Schedule Y attached to the Bond Purchase Agreement.

(B) The sale of the Series 2000 A Bonds to the Authority, which is hereby designated as the Original Purchaser of the Series 2000 A Bonds, and the Bond Purchase Agreement dated May 12, 2000, including all schedules and exhibits attached thereto, in the form attached to this Resolution as Exhibit A, is hereby ratified and approved. The Mayor is authorized and directed to execute and deliver the Bond Purchase Agreement with such changes and insertions as he may approve. The Mayor's signature on such Agreement shall be conclusive evidence of such approval.

Section 2. Except as herein provided, all other provisions relating to the Series 2000 A Bonds shall be as provided in the Ordinance, and the Series 2000 A Bonds shall be in substantially the form provided in the Ordinance with such changes, insertions and omissions as may be approved by the Mayor of the Issuer. The execution of the Series 2000 A Bonds by the Mayor shall be conclusive evidence of such approval.

Section 3. The Issuer hereby appoints and designates United National Bank, Charleston, West Virginia, as the Depository Bank.

Section 4. The Issuer hereby appoints and designates United National Bank, Charleston, West Virginia, as Registrar for the Bonds.

Section 5. The Issuer hereby appoints and designates the West Virginia Municipal Bond Commission, as Paying Agent for the Bonds.

Section 6. The Mayor and the Recorder of the Issuer are hereby authorized and directed to execute and deliver such other documents and certificates, including the Registrar's Agreement required or desirable in connection with the Series 2000 A Bonds in order for the Series 2000 A Bonds to be delivered to the Original Purchaser pursuant to the Bond Purchase Agreement.

Section 7. The Issuer hereby approves and authorizes all contracts relating to the financing, acquisition and construction of the Project.

Section 8. The Issuer hereby determines to invest all moneys in the funds and accounts established by the Ordinance held by the Depository Bank until expended in money market accounts secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to invest all moneys in such money market accounts until further directed in

EXHIBIT A

BOND PURCHASE AGREEMENT

writing by the Issuer. Moneys in the Series 2000 A Bonds Sinking Fund and the Series 2000 A Bonds Reserve Account shall be invested by the Commission in the West Virginia Consolidated Fund.

Section 9. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2000 A Bonds as a condition to issuance of the Series 2000 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and the Regulations from time to time in effect and applicable to the Series 2000 A Bonds as may be necessary in order to maintain the status of the Series 2000 A Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2000 A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the DEP, as the case may be, from which the proceeds of the Series 2000 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority or the DEP, to ensure compliance with the covenants set forth in this section.

Section 10. This Supplemental Resolution shall be effective immediately upon adoption.

Adopted this 27th day of June 2000, by the governing body of the City of Nitro, West Virginia.



Mayor



Recorder

60

CITY OF NITRO COUNCIL MEETING MINUTES

JUNE 27, 2000

Mayor Rusty Casto declared a quorum and called the meeting to order following the Public Hearing. Others attending; Councilmen at Large Robert Mattox, Richard Savilla, Councilman David Miller and Frank Grover, Jr. Absent, Councilman at Large Steve West, Councilmen George Atkins, Robert Young, and City Recorder Don Karnes. Also present Phil Gaujot, City Attorney and Ralph Allison, City Treasurer.

CITIZEN OF THE MONTH

Mayor Casto announced Councilman at Large Robert "Bob" Mattox " July Citizen of the month".

AGENDA ITEM NO. 1 INVOCATION: Councilman at Large Robert Mattox.

AGENDA ITEM NO. 2 APPROVAL OF MINUTES (06-13-00): COUNCILMAN AT LARGE RICHARD SAVILLA MOVED TO APPROVE THE 6/13/00 MINUTES AS DISTRIBUTED. THE MOTION WAS SECONDED BY COUNCILMAN DAVID MILLER AND WAS CARRIED. Mayor Casto asked for a motion to yield the floor to Nitro Sanitary Board. COUNCILMAN DAVID MILLER MOVED TO YIELD THE FLOOR TO THE SANITARY BOARD. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED.

Mr. Tinsley from Poca River area thanked Connie Stephens for all the hard work and time spent on this sewer project. Mayor Casto commented Connie Stephens has worked very hard the last twenty nine years for the City of Nitro.

COUNCILMAN DAVID MILLER MOVED TO READ TITLE ONLY OF THE POCA RIVER SUPPLEMENTAL ORDINANCE 00-. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED.

A SUPPLEMENTAL RESOLUTION PROVIDING FOR THE PRINCIPAL AMOUNT, DATE, MATURITY DATE, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A, OF THE CITY OF NITRO (THE "ISSUER"), DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK, APPROVING AND RATIFYING A BOND PURCHASE AGREEMENT (THE "BOND PURCHASE AGREEMENT") AND THE SALE OF THE SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (THE "AUTHORITY") AND MAKING OTHER PROVISIONS AS TO SUCH BONDS.

COUNCILMAN DAVID MILLER MOVED TO APPROVE THE SUPPLEMENTAL ORDINANCE 00- ON SECOND READING. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED.

AGENDA ITEM NO. 3 ELECTION CERTIFICATION: Mayor Casto declared the winners of the 2000 election; Mayor, Rusty Casto, City Recorder, Joan McClanahan, Council at Large; Timothy

Sizemore, Richard Savilla and Brenda Tyler. Ward Council I Joseph Savilla, Ward II David Miller, Ward III Bobby Smith and Ward IV Harry Miller, III. Nitro Levy Election passed.

COUNCILMAN AT LARGE ROBERT MATTOX MOVED TO MAKE THE ELECTION REPORT A PART OF RECORD. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE RICHARD SAVILLA AND WAS CARRIED. (Copy attached)

AGENDA ITEM NO. 4 BID OPENING: Mayor Rusty Casto reminded council the city received a check of \$20,000 from the Governor's Office for paving of Washington Avenue from 700 block to 1000 block, pave and mill Sixth Street and not sure if enough money to pave the lower part of Eighth Street.

Councilman David Miller opened first bid from West Virginia Paving, Inc.; 8th Street - \$1009.16; 6th Street - \$11,746.00; Washington Avenue - 700 thru 1000 block - \$5220.00.

Councilman at Large Richard Savilla opened second bid from Blacktop Industries, Inc.; 6th Street - lump sum \$ 25,946.

COUNCILMAN AT LARGE RICHARD SAVILLA MOVED TO ACCEPT WEST VIRGINIA PAVING BID OF \$ 20,966.00 FOR PAVING OF WASHINGTON AVENUE AND SIXTH STREET. THE MOTION WAS SECONDED BY COUNCILMAN AT LARGE ROBERT MATTOX AND WAS CARRIED.

Mayor Casto reported on grants he has requested for further paving other streets and should know tomorrow (6/28/00).

AGENDA ITEM NO. 5 PHIL GAUJOT: Counselor Gaujot reported Chief Blankenship presented him with a request to prepare an ordinance to increase fees for certain fines. An ordinance would take two readings and said, he thought it would be better for the new council to hear both readings. Counselor Gaujot stated he will be happy to help prepare the ordinance. Also Counselor Gaujot said he appreciated the opportunity to serve the city.

AGENDA ITEM NO. 6 RALPH ALLISON: No report

AGENDA ITEM NO. 7 MAYOR'S COMMENTS: Mayor Casto announced council meeting 10:00 a.m. Saturday, July 1, 2000. Also Mayor Casto reported he and Tim Sizemore met with the Kanawha County Planning and Development Commission and said they gave unanimous approval for the annexation of homes up Blakes Creek and the roads to Market Place. It will now go to Kanawha County Commission for further approval. A Public Hearing will be held Thursday, July 20, 2000 at 5:00 p.m. at the Court House at Kanawha County Commission.

Mayor Casto complimented Councilman Frank Grover for his service and dedication to the city.

Councilman Frank Grover thanked Mayor Casto and the Council for their support and said he appreciated their help.

Councilman David Miller stated he was looking forward to another four years.

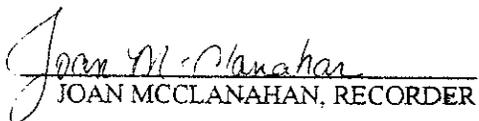
Councilman at Large Richard Savilla stated he also was looking forward to another four years and hoped it would go a little smoother this next four years.

Councilman at Large Robert Mattox said he had enjoyed the last four years serving the citizens of Nitro. Councilman Mattox commented he hoped the new council will work as a unit for the betterment of Nitro and he said, he was sure they would and will accomplish a great deal the next four years. Councilman Mattox thanked everyone.

There being no further business, the meeting was adjourned.



RUSTY CASTO, MAYOR



JOAN MCCLANAHAN, RECORDER

SRF-BPA-1
(4/6/00)

BOND PURCHASE AGREEMENT

THIS WATER POLLUTION CONTROL REVOLVING FUND BOND PURCHASE AGREEMENT (the "Bond Purchase 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 Bureau of Environment (the "DEP"), and the local government designated below (the "Local Government").

CITY OF NITRO - POCA RIVER ROAD AREA

(Local Government)

WITNESSETH:

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 planning, design, construction, acquisition and/or improvement of wastewater treatment facilities;

WHEREAS, pursuant to the provisions of Chapter 22C, Article 2 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 acquire bonds of 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 (U.S. General Services Administration: Catalog of Federal Domestic Assistance, 32nd Edition § 66.458 (1998)) 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 utilize moneys from the Fund to purchase the bonds of local governments to provide the financing 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 acquire, construct, improve, operate and maintain a wastewater treatment project and to finance the cost of acquisition and construction of 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 Purchase of Bonds with attachments and exhibits and an Amended Application for Purchase of Bonds also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference;

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; and

WHEREAS, the Local Government meets the “disadvantaged community” provisions of the SRF Regulations.

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

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

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

1.6 "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.

1.7 "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.

1.8 "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.

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

1.10 "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.

1.11 Additional terms and phrases are defined in this Bond Purchase 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 Bond Purchase Agreement and 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 Local Bonds proceeds 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 and shall verify or have verified such bonds prior to commencement of construction.

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 and shall verify or have verified such insurance prior to commencement of construction. 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 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 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 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 shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Government shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator(s) to operate the System during the entire term of this Bond Purchase Agreement. The Local Government shall notify DEP in writing of the certified operator employed at the 50% 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 DEP.

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 such forms to DEP in compliance with the Local Government's construction schedule.

ARTICLE III

Conditions to Purchase of Local Bonds; Issuance of Local Bonds

3.1 The agreement of the Authority and DEP to purchase the Local Bonds 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 and DEP a report listing the specific purposes for which the proceeds of the Local Bonds will be expended and the procedures as to the disbursement of bond 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 Bond Purchase 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 proceeds of the Local Bonds will refund an interim construction financing, 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") and the West Virginia Infrastructure and Jobs Development Council necessary for the construction of the Project and operation of the System, with all requisite appeal periods having expired without successful appeal and the Authority 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 without successful appeal, 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 Subsections 4.1(a) and 4.1(b)(ii) hereof, and the Authority and

DEP shall have received a certificate of the accountant 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 Bond Purchase 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 purchase the Local Bonds of the Local Government and the Local Government shall issue and sell the Local Bonds to the Authority, and in furtherance thereof it is agreed that the Local Government shall sell to the Authority and the Authority shall purchase 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 Local Bonds shall be secured and shall be repaid in the manner hereinafter provided in this Bond Purchase 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 Closing." Notwithstanding the foregoing, the Date of Closing shall in no event occur more than ninety (90) days after the date of execution of this Bond Purchase Agreement by the Authority.

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 financing of wastewater treatment projects and that the obligation of the Authority to purchase the Local Bonds is subject to the Local Government's fulfilling all of the terms and conditions of this Bond Purchase Agreement on or prior to the Date of 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 bonds will be purchased in conjunction with the SRF Regulations and with the prior approval of DEP.

3.6 The Local Government shall provide DEP with the appropriate documentation to comply with the special conditions regarding the public release and audit requirements, established by federal and State regulations as set forth in Exhibit E attached hereto at such times as are set forth therein.

ARTICLE IV

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

4.1 The Local Government shall, as one of the conditions of the Authority and DEP to purchase the Local Bonds, 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 adopted or 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. Such gross revenues 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 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 a pledge of either the net or gross revenues of the System as provided in the Local Act;

(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 is funded (whether by Local Bond proceeds, monthly deposits or otherwise) at an amount equal to 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 shall complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or the SRF Regulations, the System may not be sold, mortgaged, leased or otherwise disposed of, except 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 prior 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 the Authority 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 of or interest on the Local Bonds, the right to obtain the appointment of a receiver to administer the System or

construction of the Project, or both, as provided by law 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 Bond Purchase Agreement and that the Local Government's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(xii) That the Local Government shall annually adopt 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 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) and/or (b) be used to pay (or redeem) bond anticipation notes or other interim financing 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 West Virginia Municipal Bond Commission (the "Commission") shall serve as paying agent for all Local Bonds;

(xvii) 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 Commission the required interest, principal and reserve account 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 or electronic transfer to the Authority by the 5th day of such calendar month;

(xviii) That, unless it qualifies for an exception to the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, 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 Internal Revenue Code of 1986, as amended, 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 and DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and DEP is sufficient to pay the costs of acquisition and construction of the Project and all permits required by federal and State laws for construction of the Project have been obtained;

(xx) That the Local Government shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, 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; and

(xxi) That the Local Government shall submit all proposed change orders to the DEP for written approval. The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Local Bonds held in "contingency" as set forth in the final Schedule A attached to the certificate of the Consulting

Engineer. The Local Government shall obtain the written approval of the DEP before expending any proceeds of the Local Bonds available due to bid/construction/project underruns.

The Local Government hereby represents and warrants that the Local Act has been or shall be duly adopted or enacted 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, validity, 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 Local Bonds 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 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 purchase the Local Bonds 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 purchase the Local Bonds.

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 Bond Purchase Agreement and the Local Act. The Local Government hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to purchase the Local Bonds, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System and will take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and in compliance with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof.

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds shall prove to be insufficient to produce the required sums set forth in the Local Act and this Bond Purchase Agreement, 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 (or where applicable, immediately file with the PSC for a rate increase) and take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and this Bond Purchase 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 Local Bonds 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 charges 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 the Local Government in the terms and covenants of this Bond Purchase Agreement, 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 Bond Purchase Agreement.

6.2 The Local Government hereby warrants and represents that all information provided to the Authority and DEP in this Bond Purchase 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 purchasing and receiving the Local Bonds, the Authority and DEP shall have the right to cancel all or any of their obligations under this Bond Purchase Agreement if (a) any representation made to the Authority and DEP by the Local Government in connection with the issuance of the Local Bonds 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 Act, the SRF Regulations or this Bond Purchase Agreement.

6.3 The Local Government hereby agrees to repay on or prior to the Date of 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 Local Bonds.

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 System, 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 and DEP 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 Schedules X and Y shall be attached to this Bond Purchase Agreement by the Authority as soon as practicable after the Date of 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 Bond Purchase 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 Bond Purchase Agreement, and this Bond Purchase Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.3 This Bond Purchase 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 Bond Purchase Agreement.

7.4 No waiver by any party of any term or condition of this Bond Purchase 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 Bond Purchase Agreement.

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

7.6 By execution and delivery of this Bond Purchase 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 Bond Purchase Agreement shall terminate upon the earlier of:

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

(ii) the end of ninety (90) days after the date of execution hereof by the Authority if the Local Government has failed to deliver the Local Bonds to the Authority;

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

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

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

CITY OF NITRO - POCA RIVER ROAD AREA

[Name of Local Government]

(SEAL)

By: *[Signature]*
Its: Mayor

Attest:

Date: May 16, 2000

[Signature]
Its Recorder

WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION

By: *[Signature]*
Its: Chief

Date: 5-20-00

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: *[Signature]*
Its: Director

Attest:

Date: May 12, 2000

[Signature]
Secretary-Treasurer

00832/00372
4/6/00

EXHIBIT A

[Form of Performance Certificate]

[TO BE PROVIDED BY DEP]

EXHIBIT B

[Form of Monthly Financial Report]

[Name of Local Government]

[Name of Bond Issue]

Fiscal Year - ____

Report Month: _____

<u>ITEM</u>	<u>CURRENT</u> <u>MONTH</u>	<u>TOTAL</u> <u>YEAR TO</u> <u>DATE</u>	<u>BUDGET</u> <u>YEAR TO</u> <u>DATE</u>	<u>BUDGET</u> <u>YEAR MINUS</u> <u>YEAR TO</u> <u>DATE</u>
1. Gross Revenues Collected				
2. Operating Expenses				
3. Other Bond Debt Payments (including Reserve Account Deposits)				
4. SRF Bond Payments (include Reserve Account Deposits)				
5. Renewal and Replacement Fund Deposit				

Witnesseth my signature this ____ day of _____, _____.

[Name of Local Government]

By: _____
Authorized Officer

Instructions for Completing Monthly Financial Report

1. You will need a copy of the current fiscal year budget adopted by the Local Government to complete Items 1 and 2. In Item 1, provide the amount of actual gross revenues for the current month and the total amount year to date in the respective columns. Divide the budgeted annual gross revenues by 12. For example, if gross revenues of \$1,200 are anticipated to be received for the year, each month the base would be increased by \$100 ($1200/12$). This is the incremental amount for the Budget Year to Date column.
2. In Item 2, provide the amount of actual operating expenses for the current month and the total amount year to date in the respective columns. The SRF administrative fee should be included in the operating expenses. Divide the budgeted annual operating expenses by 12. For example, if operating expenses of \$900 are anticipated to be incurred for the year, each month the base would be increased by \$75 ($900/12$). This is the incremental amount for the Budget Year to Date column.
3. In Item 3, provide the principal, interest and reserve account payments for all the outstanding bonds of the Local Government other than this Bond.
4. In Item 4, provide the principal, interest and reserve account payments for this Bond. You need to call the Municipal Bond Commission for the exact amount of these payments and when they begin.
5. In Item 5, provide the amount deposited into the Renewal and Replacement Fund each month. This amount is equal to 2.5% of gross revenues minus the total reserve account payments included in Items 3 and 4. If gross revenues are \$12,000, the Renewal and Replacement Fund should have an amount of \$300 (2.5% of \$12,000), LESS the amount of all reserve account payments in Items 3 & 4. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Government.
6. The Local Government must complete the Monthly Financial Report and forward it to the DEP by the 10th day of each month, commencing on the date contracts are executed for the construction of the Project and for 2 years following the completion of the Project. DEP will notify the Local Government when the Monthly Financial Report no longer needs to be filed.

EXHIBIT C

PAYMENT REQUISITION FORM

(All Copies 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 as follows:

1. My firm is engineer for the acquisition and construction of _____ to the _____ system (the "Project") of _____ (the "Issuer"), to be constructed primarily in _____ County, West Virginia, which acquisition and construction are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. Capitalized words not defined herein shall have the same meaning set forth in the bond _____ adopted or enacted by the Issuer on _____, and the Bond Purchase Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Division of Environmental Protection ("DEP"), dated _____.

2. The Bonds are being issued for the purposes of (i) _____, and (ii) paying certain issuance and other costs in connection therewith.

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by DEP and any change orders approved by the Issuer, DEP and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least _____ years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in

Schedule A attached hereto as Exhibit A, and my firm¹ has ascertained that all successful bidders 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 for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof², the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Bond Purchase Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by DEP; and (xi) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

WITNESS my signature and seal on this _____ day of _____, _____.

By _____

West Virginia License No. ____

[SEAL]

¹If another responsible party, such as the Issuer's attorney, reviews the insurance and payment bonds, then insert the following: [and in reliance upon the opinion of _____, Esq.] and delete "my firm has ascertained that".

²If the Rule 42 Exhibit and/or rate structure was prepared by an accountant, then insert the following: "In reliance upon the certificate of _____ of even date herewith." at the beginning of (ix).

EXHIBIT E

SPECIAL CONDITIONS

A. PUBLIC RELEASE REQUIREMENT - The Local Government agrees to include, when issuing statements, press releases, requests for proposals, bid solicitations, ground breaking or project dedication program documents 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.

B. AUDIT REQUIREMENT (Supplement to Article IV 4.1 (b) (xi)) - The Local Government that receives \$300,000 or more (in federal funds) in a fiscal year must obtain audits in accordance with the Single Audit Act and the applicable OMB Circular or any successor thereto. Financial statement audits are required once all funds have been received by the Local Government.

C. FINAL TITLE OPINION; and
PSC FINAL ORDER with revised project costs and terms of loan.

EXHIBIT F

[Monthly Payment Form]

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

Interest \$_____

Principal \$_____

Total: \$_____

Reserve Account: \$_____

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 Closing]

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

West Virginia Division of Environmental Protection
617 Broad Street
Charleston, WV 25301

Ladies and Gentlemen:

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

We have examined a certified copy of proceedings and other papers relating to the authorization of (i) a bond purchase agreement dated ____, ____, including all schedules and exhibits attached thereto (the "Bond Purchase Agreement"), among the Local Government, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP"), and (ii) the issue of a series of revenue bonds of the Local Government, dated _____, __ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Bond Purchase Agreement. The Local Bonds are issued in the principal amount of \$ _____, in the form of one bond, registered as to principal only to the Authority, with principal payable quarterly on March 1, June 1, September 1, and December 1 of each year, beginning ____ 1, ____, and ending ____ 1, ____, all as set forth in the "Schedule Y" attached to the Bond Purchase Agreement and incorporated in and made a part of the Local Bonds.

The Local Bonds are issued for the purposes of (i) _____, and (ii) 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 adopted or enacted by the Local Government on _____, as supplemented by the supplemental resolution duly adopted by the Local Government on _____ (collectively, the "Local Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Bond Purchase Agreement 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 Bond Purchase 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 Bond Purchase 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 Bond Purchase Agreement 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 Local Government without the consent of the Authority and the DEP.

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

4. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted or enacted by the Local Government and constitute valid and binding obligations of the Local Government enforceable against the Local Government in accordance with their terms. The Local Act contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Bond Purchase Agreement.

5. The Local Bonds have been duly authorized, issued, executed and delivered by the Local Government to the Authority and are valid and legally enforceable and binding special obligations of the Local Government, payable from the net or gross revenues of the System set forth in the Local Act and secured by a first lien on and pledge of the net or gross revenues of the System, all in accordance with the terms of the Local Bonds and the Local Act.

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 the 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 LOCAL BONDS

Principal Amount of Local Bonds	<u>\$ 2,050,000</u>
Purchase Price of Local Bonds	<u>\$ 2,050,000</u>

The Local Bonds shall bear no interest. Commencing December 1, 2001 principal of the Local Bonds is payable quarterly, with an administrative fee of ½%. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

The Local Government shall submit its payments monthly to the Commission with instructions that the Commission will make quarterly payments to the Authority at such address as is given to the Commission in writing by the Authority. If the Reserve Account 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 Commission. The Local Government shall instruct the 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 Local Bonds are fully registered in the name of the Authority as to principal only and the Local Bonds shall grant the Authority a first lien on the net or gross revenues of the Local Government's system as provided in the Local Act.

The Local Government may prepay the Local 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 Local Bonds which request must be filed at least 60 days prior to the intended date of issuance.

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Local Government:

Sewerage System Revenue Bonds, Series 1995 A, dated 7/27/95, in the original principal amount of \$373,000 and Sewerage System Revenue Bonds, Series 1996 A, dated 12/10/96, in the original principal amount of \$4,575,502.

SCHEDULE Y

City of Nitro - Poca River Road Area (West Virginia)

Loan of \$2,050,000

30 Years, 0% Interest Rate, 0.5% Administrative Fee

Closing Date: June 28, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2000	-	-	-
12/01/2000	-	-	-
3/01/2001	-	-	-
6/01/2001	-	-	-
9/01/2001	-	-	-
12/01/2001	17,084.00	-	17,084.00
3/01/2002	17,084.00	-	17,084.00
6/01/2002	17,084.00	-	17,084.00
9/01/2002	17,084.00	-	17,084.00
12/01/2002	17,084.00	-	17,084.00
3/01/2003	17,084.00	-	17,084.00
6/01/2003	17,084.00	-	17,084.00
9/01/2003	17,084.00	-	17,084.00
12/01/2003	17,084.00	-	17,084.00
3/01/2004	17,084.00	-	17,084.00
6/01/2004	17,084.00	-	17,084.00
9/01/2004	17,084.00	-	17,084.00
12/01/2004	17,084.00	-	17,084.00
3/01/2005	17,084.00	-	17,084.00
6/01/2005	17,084.00	-	17,084.00
9/01/2005	17,084.00	-	17,084.00
12/01/2005	17,084.00	-	17,084.00
3/01/2006	17,084.00	-	17,084.00
6/01/2006	17,084.00	-	17,084.00
9/01/2006	17,084.00	-	17,084.00
12/01/2006	17,084.00	-	17,084.00
3/01/2007	17,084.00	-	17,084.00
6/01/2007	17,084.00	-	17,084.00
9/01/2007	17,084.00	-	17,084.00
12/01/2007	17,084.00	-	17,084.00
3/01/2008	17,084.00	-	17,084.00
6/01/2008	17,084.00	-	17,084.00
9/01/2008	17,084.00	-	17,084.00
12/01/2008	17,084.00	-	17,084.00
3/01/2009	17,084.00	-	17,084.00
6/01/2009	17,084.00	-	17,084.00
9/01/2009	17,084.00	-	17,084.00
12/01/2009	17,084.00	-	17,084.00
3/01/2010	17,084.00	-	17,084.00
6/01/2010	17,084.00	-	17,084.00
9/01/2010	17,084.00	-	17,084.00
12/01/2010	17,084.00	-	17,084.00
3/01/2011	17,084.00	-	17,084.00
6/01/2011	17,084.00	-	17,084.00

City of Nitro - Poca River Road Area (West Virginia)

Loan of \$2,050,000

30 Years, 0% Interest Rate, 0.5% Administrative Fee

Closing Date: June 28, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2011	17,084.00	-	17,084.00
12/01/2011	17,083.00	-	17,083.00
3/01/2012	17,083.00	-	17,083.00
6/01/2012	17,083.00	-	17,083.00
9/01/2012	17,083.00	-	17,083.00
12/01/2012	17,083.00	-	17,083.00
3/01/2013	17,083.00	-	17,083.00
6/01/2013	17,083.00	-	17,083.00
9/01/2013	17,083.00	-	17,083.00
12/01/2013	17,083.00	-	17,083.00
3/01/2014	17,083.00	-	17,083.00
6/01/2014	17,083.00	-	17,083.00
9/01/2014	17,083.00	-	17,083.00
12/01/2014	17,083.00	-	17,083.00
3/01/2015	17,083.00	-	17,083.00
6/01/2015	17,083.00	-	17,083.00
9/01/2015	17,083.00	-	17,083.00
12/01/2015	17,083.00	-	17,083.00
3/01/2016	17,083.00	-	17,083.00
6/01/2016	17,083.00	-	17,083.00
9/01/2016	17,083.00	-	17,083.00
12/01/2016	17,083.00	-	17,083.00
3/01/2017	17,083.00	-	17,083.00
6/01/2017	17,083.00	-	17,083.00
9/01/2017	17,083.00	-	17,083.00
12/01/2017	17,083.00	-	17,083.00
3/01/2018	17,083.00	-	17,083.00
6/01/2018	17,083.00	-	17,083.00
9/01/2018	17,083.00	-	17,083.00
12/01/2018	17,083.00	-	17,083.00
3/01/2019	17,083.00	-	17,083.00
6/01/2019	17,083.00	-	17,083.00
9/01/2019	17,083.00	-	17,083.00
12/01/2019	17,083.00	-	17,083.00
3/01/2020	17,083.00	-	17,083.00
6/01/2020	17,083.00	-	17,083.00
9/01/2020	17,083.00	-	17,083.00
12/01/2020	17,083.00	-	17,083.00
3/01/2021	17,083.00	-	17,083.00
6/01/2021	17,083.00	-	17,083.00
9/01/2021	17,083.00	-	17,083.00
12/01/2021	17,083.00	-	17,083.00
3/01/2022	17,083.00	-	17,083.00
6/01/2022	17,083.00	-	17,083.00

City of Nitro - Poca River Road Area (West Virginia)

Loan of \$2,050,000

30 Years, 0% Interest Rate, 0.5% Administrative Fee

Closing Date: June 28, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2022	17,083.00	-	17,083.00
12/01/2022	17,083.00	-	17,083.00
3/01/2023	17,083.00	-	17,083.00
6/01/2023	17,083.00	-	17,083.00
9/01/2023	17,083.00	-	17,083.00
12/01/2023	17,083.00	-	17,083.00
3/01/2024	17,083.00	-	17,083.00
6/01/2024	17,083.00	-	17,083.00
9/01/2024	17,083.00	-	17,083.00
12/01/2024	17,083.00	-	17,083.00
3/01/2025	17,083.00	-	17,083.00
6/01/2025	17,083.00	-	17,083.00
9/01/2025	17,083.00	-	17,083.00
12/01/2025	17,083.00	-	17,083.00
3/01/2026	17,083.00	-	17,083.00
6/01/2026	17,083.00	-	17,083.00
9/01/2026	17,083.00	-	17,083.00
12/01/2026	17,083.00	-	17,083.00
3/01/2027	17,083.00	-	17,083.00
6/01/2027	17,083.00	-	17,083.00
9/01/2027	17,083.00	-	17,083.00
12/01/2027	17,083.00	-	17,083.00
3/01/2028	17,083.00	-	17,083.00
6/01/2028	17,083.00	-	17,083.00
9/01/2028	17,083.00	-	17,083.00
12/01/2028	17,083.00	-	17,083.00
3/01/2029	17,083.00	-	17,083.00
6/01/2029	17,083.00	-	17,083.00
9/01/2029	17,083.00	-	17,083.00
12/01/2029	17,083.00	-	17,083.00
3/01/2030	17,083.00	-	17,083.00
6/01/2030	17,083.00	-	17,083.00
9/01/2030	17,083.00	-	17,083.00
12/01/2030	17,083.00	-	17,083.00
3/01/2031	17,083.00	-	17,083.00
6/01/2031	17,083.00	-	17,083.00
9/01/2031	17,083.00	-	17,083.00
Total	2,050,000.00	-	2,050,000.00*

*Plus \$1,291.91 one-half percent administrative fee paid quarterly.
Total fee paid over the life of the loan is \$155,029.20.

WV MUNICIPAL BOND COMMISSION

Suite 300 - L & S Building **NEW ISSUE REPORT FORM**

812 Quarrier Street, Charleston, WV 25301 Date of Report: 6/28/00

(4) 348-3971

ISSUE: City of Nitro Sewerage System Revenue Bonds, Series 2000 A

ADDRESS: 20th Street & 2nd Avenue, Nitro, WV 25143 COUNTY: Kanawha & Putnam

PURPOSE OF ISSUE: New Money Refunding Refunds issue(s) dated: _____

ISSUE DATE: 6/28/00 CLOSING DATE: 6/28/00

ISSUE AMOUNT: \$2,050,000 RATE: 0%; Administrative Fee: 1/2 %

1st DEBT SERVICE DUE: 12/1/2001 1st PRINCIPAL DUE: 12/1/2001

1st DEBT SERVICE AMOUNT: \$17,084 PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Vaughan Law Firm UNDERWRITERS COUNSEL: Jackson & Kelly PLLC
Contact Person: Dennis R. Vaughan, Jr., Esq. Contact Person: Samme L. Gee, Esquire
Phone: (304) 342-3900 Phone: (304) 340-1318

CLOSING BANK: United National Bank ESCROW TRUSTEE: _____
Contact Person: Kathy Smith Contact Person: _____
Phone: (304) 348-8427 Phone: _____

KNOWLEDGEABLE ISSUER CONTACT: OTHER: West Virginia Division of Environmental Protection
Contact Person: Rusty Casto Contact Person: Rosalie Brodersen
Position: Mayor Function: Branch Leader
Phone: (304) 755-0705 Phone: (304) 558-0637

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

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

NOTES: _____

FOR MUNICIPAL BOND COMMISSION USE ONLY:

Documents Required: _____
Transfers Required: _____

\$2,050,000
THE CITY OF NITRO, WEST VIRGINIA
SEWERAGE SYSTEM REVENUE BONDS
SERIES 2000 A

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

The undersigned, DANIEL B. YONKOSKY, Director of the West Virginia Water Development Authority (the "Authority"), and RUSTY CASTO, Mayor of the City of Nitro (the "Issuer"), hereby certify as follows:

1. On the 28th day of June, 2000, at 180 Association Drive, Charleston, West Virginia, the Authority received the entire original issue of \$2,050,000 in aggregate principal amount of the City of Nitro, West Virginia, Sewerage System Revenue Bonds, Series 2000 A (the "Series 2000 A Bonds"). The Series 2000 A Bonds, as so received on original issuance, are dated June 28, 2000.

2. At the time of such receipt of the Series 2000 A Bonds, the single, fully registered, Series 2000 A Bond, No. AR-1 had been executed by Rusty Casto, as Mayor, by his manual signature and attested by Don Karnes, as Recorder, by his manual signature, and the official seal of the Issuer had been impressed upon the Series 2000 A Bond, and had been authenticated by United National Bank, as Registrar.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2000 A Bonds, the sum of \$161,146, as the initial disbursement of the proceeds of the Series 2000 A Bonds. The balance of such proceeds shall be disbursed in accordance with the terms of the Bond Purchase Agreement.

In Witness Whereof, each of the parties has caused this instrument to be executed as of the 28th day of June, 2000.

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

By Barbara B Meadmeb
~~Director~~
Secretary/Treasurer
THE CITY OF NITRO, WEST
VIRGINIA

By Rusty Casto
Mayor

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
11-15-99

Entered: October 26, 1999

CASE NO. 99-0725-S-CN

CITY OF NITRO, a municipality,
Application for a certificate
of convenience and necessity to
acquire and construct certain
additions, improvements and betterments
to the sanitary sewer system of the
City of Nitro, in Putnam County.

received
11-17-99

RECOMMENDED DECISION

On May 28, 1999, the City of Nitro (Applicant or City) filed an application for a certificate of convenience and necessity to acquire and construct certain additions, improvements and betterments to the sanitary sewer system of the City of Nitro, in Putnam County. The City proposes to improve and extend the sewage collection system by what is known as the "Poca River Sewer Extension Product", which consists of extending the sanitary sewer line to Dairy Road and Poca River Road, and to provide sewage collection service to approximately 308 customers, including the areas of River Hill Subdivision, River Valley Subdivision, Green Acres Subdivision, Lee Manor Subdivision, Poplar Point Subdivision, and Country Roads Mobile Home Park. The City estimates that construction will cost approximately \$2,145,000.00, and is to be financed by State Revolving Fund Bonds in the amount of \$1,800,000.00; user contributions in the amount of \$55,000.00; a Putnam County Commission Grant in the amount of \$40,000.00; and a Nitro Sanitary Board State Revolving Fund Loan in the amount of \$250,000.00. The City has already passed an ordinance to increase its rates and charges.

By Order entered June 1, 1999, the Applicant was directed to give notice of the filing of the application by publishing a copy of the June 1, 1999 Order, once, in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Putnam County, making due return to the Commission of proper certification of publication immediately after publication. The Order provided that anyone desiring to make objection to the application must do so, in writing, within thirty (30) days after

the publication of the notice. The Order further provided that, if no protest is received within the thirty-day period, the Commission may waive formal hearing and grant the application based upon the evidence submitted with the application and the Commission's review thereof.

On June 15, 1999, Commission Staff filed its Initial Joint Staff Memorandum recommending that this matter be referred to the Division of Administrative Law Judges.

On June 18, 1999, the Applicant filed documents indicating that the City had passed a rate ordinance in order to support the proposed project.

On June 22, 1999, the Commission received an affidavit of publication indicating that the notice of filing was published in The Hurricane Breeze, a newspaper of general circulation in Putnam County, on June 17, 1999.

On June 22, 1999, this matter was referred to the Division of Administrative Law Judges for a decision to be rendered on or before December 27, 1999.

On June 24, 1999, the Commission issued ~~an~~ Amended Notice of Filing and forwarded the notice to The Harrison Breeze.

On July 1, 1999, the Commission received an affidavit of publication regarding the municipal rate change.

On July 6, 1999, the Commission received an affidavit of publication indicating that the amended notice of filing was published in The Hurricane Breeze on July 1, 1999.

On July 28, 1999, additional information was filed regarding the Poca River permit modification. On July 29, 1999, a Final Engineering Report for this project was filed.

On August 10, 1999, Commission Staff filed its Final Joint Staff Memorandum recommending approval of the project. Staff's review revealed that the \$2,145,000.00 project is to serve approximately 308 customers. The proposed project includes approximately six wastewater pumping stations, consisting of three grinder pump stations and three pump stations; approximately 11,000 feet of 8-inch PVC gravity sewer pipe and 2,000 feet of 6-inch PVC gravity sewer pipe; 3,300 feet of 8-inch force main, 2,300 feet of 6-inch force main, and 2,600 feet of 2-inch force main; and 52 manholes. Several Subdivisions in the area are presently served by package plants that discharge into the Poca River. The Department of Environmental Protection has requested that the plants be upgraded. The Subdivisions have requested that the City of Nitro serve them. Staff believes that the project has been adequately

documented by the Applicant and its project engineer. The City submitted an updated West Virginia NPDES Permit No. WV0023299, Modification 7, on July 26, 1999, and a letter from the Department of Environmental Protection approving the Applicant's plans and specifications for the project. Staff noted that its review of the project did not reveal any conflicts with public Commission rules and regulations concerning engineering agreements. Staff recommended that, should bids exceed the estimated construction costs, the City be required to request approval for any necessary project revisions and to submit any necessary engineering and financial data in support of the bids. Staff also noted that any changes in the scope or terms of financing of the project should also be approved by the Commission. However, the Staff financial review was not included in the Final Joint Staff Memorandum.

On September 14, 1999, a Procedural Order was issued advising that confirmation of the financing of the project was not in the Executive Secretary's master file. The City was directed to file said information no later than September 30, 1999, with Staff to respond to the filing within ten (10) days.

On September 28, 1999, the Applicant filed copies of the letters of commitment for this project.

On October 21, 1999, Staff filed a Further Final Joint Staff Memorandum recommending that the proposed funding for the project be approved. The proposed financing for the project consists of a West Virginia Revolving Fund loan in the amount of \$2,050,000 for a period of thirty (30) years at 0.5% interest; a Putnam County grant in the amount of \$40,000; and user contribution in the amount of \$55,000. Staff believes the City's current rates and proposed surcharge will adequately fund the project. Staff again recommended approval of the project.

FINDINGS OF FACT

1. On June 28, 1999, the City of Nitro, a municipality, filed an application, duly verified, for a certificate of convenience and necessity to acquire and construct certain additions, improvements and betterments to the City's sanitary sewer system located in Putnam County. The City proposes to improve and extend the sewage collection system to the areas of River Hill Subdivision, River Valley Subdivision, Green Acres Subdivision, Lee Manor Subdivision, Poplar Point Subdivision, and Country Roads Mobile Home Park. (See, Application; Final Joint Staff Memorandum received August 10, 1999).

2. The estimated cost for the project is approximately \$2,145,000.00. (See, Application; Final Joint Staff Memorandum received August 10, 1999).

3. Financing for the project consists of a State Revolving Fund Loan in the amount of \$2,050,000 at a 0% interest rate plus an administrative fee of .5% annually, for a period not to exceed thirty (30) years; user contributions in the amount of \$55,000.00; and a Putnam County Commission grant in the amount of \$40,000.00. (See, Application; September 28, 1999 filing; Further Final Joint Staff Memorandum received October 21, 1999).

4. Notice of the Amended Notice of Filing of Application was published in The Hurricane Breeze, a newspaper of general circulation, in Putnam County, on July 1, 1999. No protests were received to the filing of the application for a certificate of convenience and necessity. (See, Affidavit of Publication received July 6, 1999; case file generally).

5. The project is necessary in order to comply with West Virginia Division of Environmental Protection's request and review as evidenced by West Virginia NPDES Permit No. WV0023299, Modification 7, on July 26, 1999. (See, Application, Final Joint Staff Memorandum received August 10, 1999).

CONCLUSIONS OF LAW

1. The public convenience and necessity require the issuance of a certificate of convenience and necessity to the City of Nitro to acquire and construct certain additions, improvements and betterments to its sanitary sewer system located in Putnam County.

2. It is reasonable to approve the financing of the project, being a State Revolving Fund Loan in the amount of \$2,050,000, for a period not to exceed thirty (30) years at a 0% interest rate, plus 5% annual administrative fee; user contributions in the amount of \$55,000; and a Putnam County Commission grant in the amount of \$40,000.

3. The proposed project is adequately financed and economically feasible when supported by the Applicant's new rates.

ORDER

IT IS, THEREFORE, ORDERED that the application filed by the City of Nitro for a certificate of convenience and necessity to acquire and construct certain additions, improvements and betterments to its sewer system, in Putnam County, be, and hereby is, approved.

IT IS FURTHER ORDERED that the financing of the project, which includes a State Revolving Fund Loan in the amount of \$2,050,000 at 0% interest rate plus an administrative fee of .5% annually, for a period not to exceed thirty (30) years; user contributions in the

amount of \$55,000; and a Putnam County Commission grant in the amount of \$40,000; be, and hereby is, approved.

IT IS FURTHER ORDERED that, if there is any change in the cost, scope, terms and conditions or financing of this project, the Applicant notify the Commission immediately and obtain Commission approval of said change prior to commencing construction.

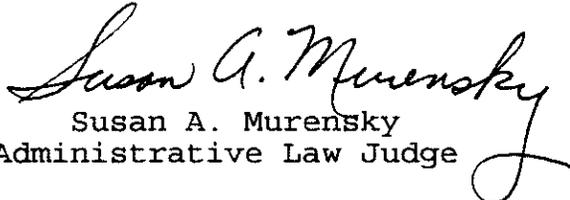
IT IS FURTHER ORDERED that the Applicant notify the Commission within thirty (30) days of the actual completion of this project.

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

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

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

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


Susan A. Murensky
Administrative Law Judge

SAM:jas
990725a.wpd





Office of Water Resources
1201 Greenbrier Street
Charleston, WV 25311-1088
Telephone 304-558-4086 or 558-8855
Fax 304-558-5903

West Virginia Division of Environmental Protection

Cecil H. Underwood
Governor

Michael P. Miano
Director

May 7, 1999

Connie Stephens
City of Nitro
Sanitary Board
P. O. Box 607
Nitro, WV 25143

RE: Extension of Permit No. WV0023299
Putnam County

Dear Ms. Stephens:

The Division of Environmental Protection and its Office of Water Resources have initiated a new approach to water quality management in West Virginia called "Watershed Management." Under the new approach, the Office of Water Resources will use watersheds as a geographical focus for its activities.

The Office has delineated 32 large watersheds or "hydrologic regions" in West Virginia. Each hydrologic region will undergo a five(5) year management cycle that includes study, planning, prioritization, and implementation of water quality improvement activities.

The expiration dates of WV/NPDES permits are being synchronized with the implementation date for each hydrologic region. Upon evaluation of your WV/NPDES permit, it has been determined that an extension of the expiration date is necessary for synchronization.

Therefore, WV/NPDES Permit No. WV0023299 is hereby extended until October 29, 2001. All other terms and conditions of the subject permit remain applicable through the extension period.

If an application for reissuance has been submitted prior to receipt of this letter, it will be maintained in our files and reviewed in accordance with 47 CSR 10-4.2 at the appropriate time. If an application for reissuance has not been submitted prior to receipt of this letter, please plan to apply at least 180 days prior to extended expiration date above.

Please be advised that this extension is not valid if your permit has been voided due to non-payment of the annual permit fee.

"To use all available resources to protect and restore West Virginia's environment in concert with the needs of present and future generations."

DEP
West Virginia
Division of
Environmental

Connie Stephens
Page 2
May 7, 1999

If you have any questions, or if you would like more information regarding Watershed Management in WV, please do not hesitate to contact our Office at (304) 558-8855 or 558-4086 or TDD No. 558-2751.

Sincerely,

OFFICE OF WATER RESOURCES



Barbara S. Taylor
Chief

BST:ml

cc: Env. Insp. Supv.
Env. Insp.

"To use all available resources to protect and restore West Virginia's environment in concert with the needs of present and future generations."



West Virginia
Division of
Environmental



DIVISION OF ENVIRONMENTAL PROTECTION

GASTON CAPERTON
GOVERNOR

1201 Greenbrier Street
Charleston, WV 25311-1088

LAIDLEY ELI McCOY, Ph.D.
DIRECTOR

October 30, 1995

Constance J. Stephens, General Manager
City of Nitro, Sanitary Board
P. O. Box 607
Nitro, WV 25143

CERTIFIED RETURN RECEIPT REQUESTED

Dear Ms. Stephens:

Enclosed find WV/NPDES Water Pollution Control Permit No. WV0023299, dated the 30th day of October 1995, for the City of Nitro, Sanitary Board, to serve the same in Nitro, West Virginia.

Please note that your comments relative to the monitoring location for the General Cinema Beverage indirect discharge resulted in a change to Section G.15.d). The revision requires monitoring to be performed of the total facility discharge. Also, note that approval of Nitro's acceptance of nondomestic wastewater from the Fike Artel Trust, as granted by Modification No. 7 of the previous Permit, is incorporated in the final Permit. The terms and conditions of approval are contained in Section G.19.

Order No. 3182, issued May 14, 1992, required the City of Nitro to submit to this Office a plan of action for (1) minimization of discharges and (2) evaluation of water quality. The final version of this plan was required to be submitted by November 15, 1993. As you are aware, this date has passed and you have not submitted the plan. This plan must be submitted by May 1, 1996. The plan should explain how you will address the Nine(9) Minimum Controls in eliminating and/or reducing combined sewer overflows. This plan must be fully implemented by January 1, 1997.

Constance J. Stephens, General Manager
Page 2
October 30, 1995

All facilities permitted to discharge pollutants to the waters of the State, under Chapter 22, Article 11 of the West Virginia Code, are required to test their effluent in order to verify permit compliance. This testing is the responsibility of the permittee, and these test results are to be submitted to the office on the Discharge Monitoring Reports (DMRs), which are attached to the back of this Permit. A DMR is to be completed and received by this office, each month, no later than 20 days following the end of the reporting period. The address to which DMRs are to be sent is noted in Section E.2, Attention: Municipal Branch. It is suggested that several copies of the enclosed DMR forms be made for your future use, as this office does not supply permittees with DMR forms.

Please note the attachment to this Permit which describes the annual permit fee requirement.

Please, also, note Section G.7, on page 18, prohibiting the acceptance of new nondomestic wastewater discharges without prior Office approval.

If you have any questions, please contact John Morgan, David Montali or Steve Stutler at 304-558-4086, or by TDD at 304-558-2751.

Sincerely,

OFFICE OF WATER RESOURCES



Barbara S. Taylor
Chief

BST:dml

Enclosure

cc: Office of Information Services



WRD 1A-82
Revised 4/95

STATE OF WEST VIRGINIA
DIVISION OF ENVIRONMENTAL PROTECTION
OFFICE OF WATER RESOURCES
1201 GREENBRIER STREET
CHARLESTON, WV 25311

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

WATER POLLUTION CONTROL PERMIT

Permit No. WV0023299

Issue Date: October 30, 1995

Subject: Sewage Facilities

Effective Date: November 29, 1995

Expiration Date: October 29, 2000

Supersedes: WV/NPDES Permit No. WV0023299

Issue Date: September 4, 1990

Location:	Nitro (City)	Kanawha/Putman (County)	Kanawha (Drainage Basin)
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Outlet Latitude: 38°26'50"N

Sites Longitude: 81°50'10"W

To whom it may concern:

This is to certify that City of Nitro
Sanitary Board
P. O. Box 607
Nitro, WV 25143

is hereby granted a NPDES Water Pollution Control Permit to operate and maintain an existing wastewater collection system and an existing 1.25 MGD contact stabilization wastewater treatment plant which are further described as follows.

A wastewater collection system comprised of approximately 11,900 linear feet of six(6) inch diameter gravity sewer line, 140,700 linear feet of eight(8) inch diameter gravity sewer line, 21,900 linear feet of 10 inch diameter gravity sewer line, 15,800 linear feet of 12 inch diameter gravity sewer line, 700 linear feet of 14 inch diameter gravity sewer line, 6,000 linear feet of 15 inch diameter gravity sewer line, 7,000 linear feet of 16 inch diameter gravity sewer line, 6,700 linear feet of 18 inch diameter gravity sewer line, 3,400 linear feet of 20 inch diameter gravity sewer line, 2,300 linear feet of 21 inch diameter gravity sewer line, 11,700 linear feet of 24 inch diameter gravity sewer line, 150 linear feet of 27 inch diameter gravity sewer line, 1,400 linear feet of 30 inch diameter gravity sewer line, 250 linear feet of 38 inch diameter gravity sewer line, 2,700 linear feet of 42 inch diameter gravity sewer line, 2,000 manholes, necessary cleanouts, 14 lift stations, 800 linear feet of one and one fourth(1¼) inch diameter force main, 4,300 linear feet of four(4) inch diameter force main, 5,400 linear feet of six(6) inch diameter force main, 2,300 linear feet of eight(8) inch diameter force main, 13,800 linear feet of 14 inch diameter force main, and all requisite appurtenances.

A wastewater treatment plant comprised of grit removal facilities, three(3) bar screens, two(2) equalization tanks with a volume of 300,000 gallons each, chlorination facilities for the equalization tanks, two(2) 0.625 MGD treatment units with each unit having a contact chamber with a volume of 80,500 gallons, a clarifier with a volume of 104,600 gallons and a surface area of 1,075 square feet, a stabilization chamber with a volume of 182,200 gallons, a chlorine contact chamber with a volume of 17,500 gallons and an aerobic digester with a volume of 142,000 gallons, a vacuum assisted sludge drying bed with a surface area of 1,332 square feet, dewatered sludge processing facilities, and all requisite appurtenances.

These facilities are to serve a population equivalent of approximately 10,000 persons in the City of Nitro, the Rock Branch service area, and environs, and discharge treated wastewater to the Kanawha River at Mile Point 41.0.

This permit is subject to the following terms and conditions:

Bureau of Public Health Certificate of Approval Nos. 4753 and 4767.

The information submitted on and with Permit Application No. WV0023299, dated the 10th day of February 1995, 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, G, and H.

The validity of this Permit is contingent upon the payment of the applicable annual permit fee, as required by Chapter 22, Article 11, Section 10 of the Code of West Virginia.

A.1. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

a) Summer Limitations during the period of May 1 through October 31.

During the period beginning August 1, 1996, and lasting through midnight, October 29, 2000 the permittee is authorized to discharge from outlet number(s) 001 - Discharge from the sewage treatment plant.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations		Monitoring Requirements			
	(Quantity) lbs/day Avg. Monthly	Max. Daily	Other Units (Specify) Avg. Monthly	Max. Daily	Measurement Frequency	Sample Type
Flow	N/A	N/A	1.25 MGD	N/A	Continuous	Measured
Biochemical Oxygen Demand (5 Day)	208.5	417.0	20.0 mg/l	40.0 mg/l	Once/Week	8 Hr. Composite
Total Suspended Solids	312.8	625.5	30.0 mg/l	60.0 mg/l	Once/Week	8 Hr. Composite
Ammonia Nitrogen	156.4	312.8	15.0 mg/l	30.0 mg/l	Once/Week	8 Hr. Composite
Fecal Coliform	N/A	N/A	200 counts 100 ml	400 counts 100 ml	Once/Week	Grab
Total Residual Chlorine	N/A	N/A	Monitor mg/l Only	Monitor mg/l Only	Once/Week	Grab
Cadmium, Total Recoverable*			0.045 mg/l	0.067 mg/l	Annually	8 Hr. Composite
Chromium, Hexavalent			0.51 mg/l	0.76 mg/l	Annually	8 Hr. Composite
Copper, Total Recoverable*			0.56 mg/l	0.84 mg/l	Annually	8 Hr. Composite
Lead, Total Recoverable*			0.11 mg/l	0.16 mg/l	Annually	8 Hr. Composite
Nickel, Total Recoverable*			6.1 mg/l	9.2 mg/l	Annually	8 Hr. Composite

*Refer to Section G.11 on page 20 of 38

(Continued on Page 4 of 38)

A.1. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

a) Summer Limitations during the period of May 1 through October 31.

During the period beginning November 29, 1995 and lasting through midnight, October 29, 2000 the permittee is authorized to discharge from outlet number(s) 001 - Discharge from the sewage treatment plant.

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>(Quantity) lbs/day</u>	<u>Avg. Monthly Max. Daily</u>	<u>Avg. Monthly</u>	<u>Max. Daily</u>	<u>Measurement Frequency</u>	<u>Sample Type</u>
Flow			1.25 MGD		Continuous	Measured
Biochemical Oxygen Demand (5 Day)	208.5	417.0	20.0 mg/l	40.0 mg/l	Once/Week	8 Hr. Composite
Total Suspended Solids	312.8	625.5	30.0 mg/l	60.0 mg/l	Once/Week	8 Hr. Composite
Ammonia Nitrogen	156.4	312.8	15.0 mg/l	30.0 mg/l	Once/Week	8 Hr. Composite
Fecal Colliform			200 counts 100 ml	400 counts 100 ml	Once/Week	Grab
Total Residual Chlorine			Monitor mg/l Only	Monitor mg/l Only	Once/Week	Grab
Cadmium, Total Recoverable*			0.045 mg/l	0.067 mg/l	Once/Month	8 Hr. Composite
Chromium, Hexavalent			0.51 mg/l	0.76 mg/l	Once/Month	8 Hr. Composite
Copper, Total Recoverable*			0.56 mg/l	0.84 mg/l	Once/Month	8 Hr. Composite
Lead, Total Recoverable*			0.11 mg/l	0.16 mg/l	Once/Month	8 Hr. Composite
Nickel, Total Recoverable*			6.1 mg/l	9.2 mg/l	Once/Month	8 Hr. Composite

*Refer to Section G.11 on page 20 of 38

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A.1. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS
a) Summer Limitations during the period of May 1 through October 31

During the period beginning August 1, 1996, and lasting through midnight, October 29, 2000 the permittee is authorized to discharge from outlet number(s) 001 - Discharge from the sewage treatment plant.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations		Monitoring Requirements			
	(Quantity) lbs/day Avg. Monthly	Max. Daily	Other Units (Specify) Avg. Monthly	Max. Daily	Measurement Frequency	Sample Type
Zinc, Total Recoverable*			3.8 mg/l	5.7 mg/l	Once/Quarter	8 Hr. Composite
Mercury, Total			0.010 mg/l	0.015 mg/l	Annually	8 Hr. Composite
Silver, Total Recoverable*			0.20 mg/l	0.30 mg/l	Annually	8 Hr. Composite
Cyanide, Amenable to Chlorination			0.25 mg/l	0.38 mg/l	Annually	Grab
Acute Toxicity, <u>Pimephales Promelas</u> , 48 Hour Static			N/A	2.5 TU _A	Annually	8 Hr. Composite
Acute Toxicity, <u>Daphnia Magna</u> or <u>Pulex</u> , 48 Hour Static			N/A	2.5 TU _A	Annually	8 Hr. Composite

*Refer to Section G.11 on page 20 of 38

The pH shall not be less than 6.0 standard units and not greater than 9.0 standard units and shall be monitored weekly by grab sampling.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Effluent BOD₅ and Acute Toxicity 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 Title 46, Series 1, Section 3 of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

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A.1. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

a) Summer Limitations during the period of May 1 through October 31

During the period beginning November 29, 1995 and lasting through midnight, October 29, 2000 the permittee is authorized to discharge from outlet number(s) 001 - Discharge from the sewage treatment plant.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations		Monitoring Requirements					
	(Quantity) lbs/day	Other Units(Specify)	Measurement Frequency	Sample Type				
Zinc, Total Recoverable*	Avg. Monthly	Max. Daily	Avg. Monthly	Max. Daily	3.8 mg/l	5.7 mg/l	Once/Month	8 Hr. Composite
Mercury, Total			0.010 mg/l	0.015 mg/l	Once/Month	8 Hr. Composite		
Silver, Total Recoverable*			0.20 mg/l	0.30 mg/l	Once/Month	8 Hr. Composite		
Cyanide, Amenable to Chlorination			0.25 mg/l	0.38 mg/l	Once/Month	Grab		
Acute Toxicity, <u>Pimephales Promelas</u> , 48 Hour Static				2.5 TU _A	Annually	8 Hr. Composite		
Acute Toxicity, <u>Daphnia Magna</u> or <u>Pulex</u> , 48 Hour Static				2.5 TU _A	Annually	8 Hr. Composite		

*Refer to Section G.11 on page 20 of 38

The pH shall not be less than 6.0 standard units and not greater than 9.0 standard units and shall be monitored weekly by grab sampling.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Effluent BOD₅ and Acute Toxicity 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 Title 46, Series 1, Section 3 of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.1. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

b) Winter Limitations during the period of November 1 through April 30.

During the period beginning August 1, 1996, and lasting through midnight, October 29, 2000 the permittee is authorized to discharge from outlet number(s) 001 - Discharge from the sewage treatment plant.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations		Other Units (Specify)		Monitoring Requirements	
	(Quantity) lbs/day Avg. Monthly	Max. Daily	Avg. Monthly	Max. Daily	Measurement Frequency	Sample Type
Flow	N/A	N/A	1.25 MGD	N/A	Continuous	Measured
Biochemical Oxygen Demand (5 Day)	312.8	625.5	30.0 mg/l	60.0 mg/l	Once/Week	8 Hr. Composite
Total Suspended Solids	312.8	625.5	30.0 mg/l	60.0 mg/l	Once/Week	8 Hr. Composite
Ammonia Nitrogen	156.4	312.8	15.0 mg/l	30.0 mg/l	Once/Week	8 Hr. Composite
Fecal Coliform	N/A	N/A	200 counts 100 ml	400 counts 100 ml	Once/Week	Grab
Total Residual Chlorine	N/A	N/A	Monitor mg/l Only	Monitor mg/l Only	Once/Week	Grab
Cadmium, Total Recoverable*			0.045 mg/l	0.067 mg/l	Annually	8 Hr. Composite
Chromium, Hexavalent			0.51 mg/l	0.76 mg/l	Annually	8 Hr. Composite
Copper, Total Recoverable*			0.56 mg/l	0.84 mg/l	Annually	8 Hr. Composite
Lead, Total Recoverable*			0.11 mg/l	0.16 mg/l	Annually	8 Hr. Composite
Nickel, Total Recoverable*			6.1 mg/l	9.2 mg/l	Annually	8 Hr. Composite

*Refer to Section G.11 on page 20 of 38

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A.1. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

b) Winter Limitations during the period of November 1 through April 30.

During the period beginning November 29, 1995 and lasting through midnight, October 29, 2000 the permittee is authorized to discharge from outlet number(s) 001 - Discharge from the sewage treatment plant.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations		Monitoring Requirements			
	(Quantity) lbs/day Avg. Monthly	Max. Daily	Other Units(Specify) Avg. Monthly	Max. Daily	Measurement Frequency	Sample Type
Flow			1.25 MGD		Continuous	Measured
Biochemical Oxygen Demand (5 Day)	312.8	625.5	30.0 mg/l	60.0 mg/l	Once/Week	8 Hr. Composite
Total Suspended Solids	312.8	625.5	30.0 mg/l	60.0 mg/l	Once/Week	8 Hr. Composite
Ammonia Nitrogen	156.4	312.8	15.0 mg/l	30.0 mg/l	Once/Week	8 Hr. Composite
Fecal Coliform			200 counts 100 ml	400 counts 100 ml	Once/Week	Grab
Total Residual Chlorine			Monitor mg/l Only	Monitor mg/l Only	Once/Week	Grab
Cadmium, Total Recoverable*			0.045 mg/l	0.067 mg/l	Once/Month	8 Hr. Composite
Chromium, Hexavalent			0.51 mg/l	0.76 mg/l	Once/Month	8 Hr. Composite
Copper, Total Recoverable*			0.56 mg/l	0.84 mg/l	Once/Month	8 Hr. Composite
Lead, Total Recoverable*			0.11 mg/l	0.16 mg/l	Once/Month	8 Hr. Composite
Nickel, Total Recoverable*			6.1 mg/l	9.2 mg/l	Once/Month	8 Hr. Composite

*Refer to Section G.11 on page 20 of 38

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A.1. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

b) Winter Limitations during the period of November 1 through April 30

During the period beginning August 1, 1996, and lasting through midnight, October 29, 2000 the permittee is authorized to discharge from outlet number(s) 001 - Discharge from the sewage treatment plant.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations		Monitoring Requirements			
	(Quantity) lbs/day Avg. Monthly	Max. Daily	Other Units (Specify) Avg. Monthly	Max. Daily	Measurement Frequency	Sample Type
Zinc, Total Recoverable*			3.8 mg/l	5.7 mg/l	Once/Quarter	8 Hr. Composite
Mercury, Total			0.010 mg/l	0.015 mg/l	Annually	8 Hr. Composite
Silver, Total Recoverable*			0.20 mg/l	0.30 mg/l	Annually	8 Hr. Composite
Cyanide, Amenable to Chlorination			0.25 mg/l	0.38 mg/l	Annually	Grab
Acute Toxicity, <u>Pimephales Promelas</u> , 48 Hour Static			N/A	2.5 TU _x	Annually	8 Hr. Composite
Acute Toxicity, <u>Daphnia Magna</u> or <u>Pulex</u> , 48 Hour Static			N/A	2.5 TU _x	Annually	8 Hr. Composite

*Refer to Section G.11 on page 20 of 38

The pH shall not be less than 6.0 standard units and not greater than 9.0 standard units and shall be monitored weekly by grab sampling.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Effluent BOD, and Acute Toxicity 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 Title 46, Series 1, Section 3 of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

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A.1. DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS

b) Winter Limitations during the period of November 1 through April 30

During the period beginning November 29, 1995 and lasting through midnight, October 29, 2000 the permittee is authorized to discharge from outlet number(s) 001 - Discharge from the sewage treatment plant.

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations		Monitoring Requirements		
	(Quantity) Ibs/day Avg. Monthly	Other Units (Specify) Avg. Monthly		Max. Daily	Measurement Frequency
Zinc, Total Recoverable*		3.8 mg/l	5.7 mg/l	Once/Month	8 Hr. Composite
Mercury, Total		0.010 mg/l	0.015 mg/l	Once/Month	8 Hr. Composite
Silver, Total Recoverable*		0.20 mg/l	0.30 mg/l	Once/Month	8 Hr. Composite
Cyanide, Amenable to Chlorination		0.25 mg/l	0.38 mg/l	Once/Month	Grab
Acute Toxicity, <u>Pimephales Promelas</u> , 48 Hour Static			2.5 TV _A	Annually	8 Hr. Composite
Acute Toxicity, <u>Daphnia Magna</u> or <u>Pulex</u> , 48 Hour Static			2.5 TV _A	Annually	8 Hr. Composite

*Refer to Section G.11 on page 20 of 38

The pH shall not be less than 6.0 standard units and not greater than 9.0 standard units and shall be monitored weekly by grab sampling.

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s): Effluent BOD₅ and Acute Toxicity 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 Title 46, Series 1, Section 3 of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.2. COMBINED SEWER SYSTEM OVERFLOWS

Outlet Numbers 003, 004, 005, 006, 007, and 008, listed below, serve as combined sewer overflow points. Combined Sewer Overflows (CSOs) are allowed only when flows in combined sewers exceed conveyance capacities during wet weather periods. Dry weather overflows from these outfalls are prohibited. The permittee shall ensure that all CSOs from the combined system comply with the following requirements and other pertinent portions of this Permit.

<u>Outlet Number</u>	<u>Name and Location</u>	<u>Receiving Stream</u>
003	Lift Station No. 2 Latitude 38°25'16"N Longitude 81°50'54"W	Kanawha River (Mile Point 43.4)
004	Lift Station No. 1 Latitude 38°24'55"N Longitude 81°50'51"W	Kanawha River (Mile Point 43.8)
005	Lift Station No. 5 Latitude 38°24'01"N Longitude 81°50'36"W	Kanawha River (Mile Point 44.7)
006	Lift Station No. 4 Latitude 38°23'30"N Longitude 81°50'03"W	Kanawha River (Mile Point 45.6)
007	Lift Station No. 8 Latitude 38°26'13"N Longitude 81°50'03"W	Armour Creek (Mile Point 1.4) of the Kanawha River
008	Equalization Basins Latitude 38°26'50"N Longitude 81°50'10"W	Kanawha River (Mile Point 41.0)

I. COMPLIANCE SCHEDULE

The permittee shall comply with the CSO requirements in accordance with the following schedule:

1. Finalize and submit plan to meet technology-based requirements for CSOs as outlined in Section A.2.II.a. - On or before May 1, 1996
2. Completion of planned implementation of technology-based controls as outlined in Section A.2.II.a. - On or before January 1, 1997

A.2. COMBINED SEWER SYSTEM OVERFLOWS (CONTINUED)

I. COMPLIANCE SCHEDULE (CONTINUED)

3. Submission of report which addresses - On or before January 1, 1997 reporting requirements of Section A.2.III.
4. Evaluation of water quality impacts - On or before January 1, 1998 as outlined in Section A.2.IV.
5. Completion of Long-Term Control Plan, - On or before January 1, 1998 if needed as outlined in Section A.2.V.

II. EFFLUENT LIMITS

a. Technology-based requirements for CSOs. The permittee shall comply with the following technology-based effluent limits in the form of narrative controls:

1. The permittee shall implement proper operation and maintenance programs for the sewer system and all CSO outlets, with consideration given to regular sewer inspections; sewer, catch basin, and regulator cleaning; equipment and sewer collection system repair or replacement, where necessary; and disconnection of illegal connections.
2. The permittee shall implement procedures that will maximize use of the collection system for wastewater storage.
3. The permittee shall conduct an inventory of industrial and commercial users to identify all nondomestic waste streams and apply pollution prevention methods, as appropriate.
4. The permittee shall operate the POTW treatment plant at maximum treatable flow during all wet weather flow conditions. The permittee shall deliver all flows to the treatment plant within the constraints of the treatment capacity of the POTW.
5. Dry weather overflows from CSO outfalls are prohibited. All dry weather overflows must be reported to the Office of Water Resources as soon as the permittee becomes aware of the overflow. When the permittee detects a dry weather overflow, the permittee shall begin corrective action immediately. The permittee shall inspect the dry weather overflow each subsequent day until the overflow has been eliminated.

A.2. COMBINED SEWER SYSTEM OVERFLOWS (CONTINUED)

II. EFFLUENT LIMITS (CONTINUED)

6. The permittee shall implement controls to remove solid and floatable materials in its CSOs.
7. The permittee shall implement a pollution prevention program focused on reducing the impact of CSOs on receiving waters.
8. The permittee shall implement a public notification process to inform citizens of when and where CSOs occur. The process must include:
 - a. a mechanism to alert persons of the occurrence of CSOs and
 - b. a system to determine the nature and duration of conditions that are potentially harmful for users of receiving waters due to CSOs.
9. The permittee shall monitor CSO outfalls to effectively characterize CSO impacts and the efficacy of CSO controls. This information will be used to establish the existing baseline conditions, evaluate the efficacy of the CSO technology-based controls, and determine the baseline conditions upon which the long-term control plan will be based. This data shall include:
 - a. All CSO outfalls in the combined sewer system
 - b. Total number of CSO events and the frequency, duration, volume, and pollutant loadings of CSOs during each event
 - c. Water quality data for receiving water bodies
 - d. Water quality impacts (e.g., visible floatables, fish kills, visible plumes, solids build-up in streams, violation of water quality standards including fecal coliform).

Monitoring for duration, volume, and pollutant loadings during each overflow event shall occur at a representative number of CSOs.

- b. **Water quality-based requirements for CSOs.** The permittee shall not discharge any pollutant at a level that could cause or contribute to a violation of water quality standards.

All discharges covered by this permit shall be free from the following pollutants at levels that cause or contribute to a violation of water Quality standards:

1. Floating debris, oil, grease, scum, foam, or other materials on the water surface that may create a nuisance condition, or that may in any way interfere with the attainment and maintenance of designated uses of the water.
2. Settleable solids, sediments, sludge deposits, or suspended particles that may coat or cover submerged surfaces and create a nuisance condition, or that may in any way interfere with the attainment and maintenance of designated uses of water.

A.2. COMBINED SEWER SYSTEM OVERFLOWS (CONTINUED)

II. EFFLUENT LIMITS (CONTINUED)

b. Water quality-based requirements for CSOs (Continued)

3. Any pollutants, including those of a thermal, toxic, corrosive, bacteriological, radiological, or other nature, that may interfere with attainment and maintenance of designated uses of the water; may impart undesirable odors, tastes, or colors to the water or to aquatic life found therein; may endanger public health; or may result in dominance of nuisance species.

III. REPORTING REQUIREMENTS

Nine minimum CSO control reporting. The permittee shall submit documentation that demonstrates implementation of each of the nine(9) minimum CSO controls that includes the elements contained in Sections III.1 through III.9 below. The permittee shall submit this documentation to the Office of Water Resources on or before January 1, 1997.

1. Proper operation and regular maintenance programs. The permittee shall submit:
 - a. Identification of combined sewer system components requiring routine operation and maintenance
 - b. Evaluation of operation and maintenance procedures to include regular inspections; sewer, catch basin, and regulator cleaning; equipment and sewer collection system repair or replacement where necessary
 - c. Operation and maintenance manual and/or procedures for the combined sewer system and CSO structures
 - d. Resources allocated(manpower, equipment, training) for maintenance of the CSS and CSO structures
 - e. Summary of inspections conducted and maintenance performed.
2. Maximization of the sewer collection system storage. The permittee shall submit:
 - a. Analysis/study of procedures to maximize collection system storage
 - b. Description of procedures in place for maximizing collection system storage
 - c. Schedule for implementation of minor construction associated with maximization of collection system storage
 - d. Documentation of actions taken to maximize storage
 - e. Identification of any additional potential actions to increase storage in the existing collection system, but which require further analysis. Confirmation that there will be hydraulic studies conducted as part of the Long-Term Control Plan (LTCP).

A.2. COMBINED SEWER SYSTEM OVERFLOWS (CONTINUED)

II. EFFLUENT LIMITS (CONTINUED)

6. The permittee shall implement controls to remove solid and floatable materials in its CSOs.
7. The permittee shall implement a pollution prevention program focused on reducing the impact of CSOs on receiving waters.
8. The permittee shall implement a public notification process to inform citizens of when and where CSOs occur. The process must include:
 - a. a mechanism to alert persons of the occurrence of CSOs and
 - b. a system to determine the nature and duration of conditions that are potentially harmful for users of receiving waters due to CSOs.
9. The permittee shall monitor CSO outfalls to effectively characterize CSO impacts and the efficacy of CSO controls. This information will be used to establish the existing baseline conditions, evaluate the efficacy of the CSO technology-based controls, and determine the baseline conditions upon which the long-term control plan will be based. This data shall include:
 - a. All CSO outfalls in the combined sewer system
 - b. Total number of CSO events and the frequency, duration, volume, and pollutant loadings of CSOs during each event
 - c. Water quality data for receiving water bodies
 - d. Water quality impacts (e.g., visible floatables, fish kills, visible plumes, solids build-up in streams, violation of water quality standards including fecal coliform).

Monitoring for duration, volume, and pollutant loadings during each overflow event shall occur at a representative number of CSOs.

- b. **Water quality-based requirements for CSOs.** The permittee shall not discharge any pollutant at a level that could cause or contribute to a violation of water quality standards.

All discharges covered by this permit shall be free from the following pollutants at levels that cause or contribute to a violation of water Quality standards:

1. Floating debris, oil, grease, scum, foam, or other materials on the water surface that may create a nuisance condition, or that may in any way interfere with the attainment and maintenance of designated uses of the water.
2. Settleable solids, sediments, sludge deposits, or suspended particles that may coat or cover submerged surfaces and create a nuisance condition, or that may in any way interfere with the attainment and maintenance of designated uses of water.

A.2. COMBINED SEWER SYSTEM OVERFLOWS (CONTINUED)

II. EFFLUENT LIMITS (CONTINUED)

b. Water quality-based requirements for CSOs (Continued)

3. Any pollutants, including those of a thermal, toxic, corrosive, bacteriological, radiological, or other nature, that may interfere with attainment and maintenance of designated uses of the water; may impart undesirable odors, tastes, or colors to the water or to aquatic life found therein; may endanger public health; or may result in dominance of nuisance species.

III. REPORTING REQUIREMENTS

Nine minimum CSO control reporting. The permittee shall submit documentation that demonstrates implementation of each of the nine(9) minimum CSO controls that includes the elements contained in Sections III.1 through III.9 below. The permittee shall submit this documentation to the Office of Water Resources on or before January 1, 1997.

1. Proper operation and regular maintenance programs. The permittee shall submit:
 - a. Identification of combined sewer system components requiring routine operation and maintenance
 - b. Evaluation of operation and maintenance procedures to include regular inspections; sewer, catch basin, and regulator cleaning; equipment and sewer collection system repair or replacement where necessary
 - c. Operation and maintenance manual and/or procedures for the combined sewer system and CSO structures
 - d. Resources allocated (manpower, equipment, training) for maintenance of the CSS and CSO structures
 - e. Summary of inspections conducted and maintenance performed.
2. Maximization of the sewer collection system storage. The permittee shall submit:
 - a. Analysis/study of procedures to maximize collection system storage
 - b. Description of procedures in place for maximizing collection system storage
 - c. Schedule for implementation of minor construction associated with maximization of collection system storage
 - d. Documentation of actions taken to maximize storage
 - e. Identification of any additional potential actions to increase storage in the existing collection system, but which require further analysis. Confirmation that there will be hydraulic studies conducted as part of the Long-Term Control Plan (LTCP).

A.2. COMBINED SEWER SYSTEM OVERFLOWS (CONTINUED)

III. REPORTING REQUIREMENTS (CONTINUED)

3. Review and modification of controls on nondomestic sources. The permittee shall submit:
 - a. Results of an inventory of nondomestic discharges and assessment of the impact of such discharges on CSOs
 - b. Identification and analysis of feasibility of modifications to nondomestic source controls to reduce the impact of such discharges on CSOs
 - c. Documentation of selected modifications.
4. Maximization of flow to the POTW treatment plant for treatment. The permittee shall submit:
 - a. Study/analysis of existing conditions and a comparison with the design capacity of the overall facility
 - b. Results or status of any engineering studies to increase treatment of wet weather flows
 - c. Documentation of actions taken to maximize flow and the magnitude of increase obtained or projected.
5. Elimination of CSOs during dry weather flow conditions. The permittee shall submit:
 - a. Summary of dry weather overflows that occurred
 - b. Description of procedures for notifying permitting authority of dry weather overflows
 - c. Summary of actions taken to identify dry weather overflows and progress toward eliminating dry weather overflows.
6. Control of solid and floatable materials in CSOs. The permittee shall submit:
 - a. Engineering evaluation of procedures or technologies for controlling solids and floatables
 - b. Description of CSO controls in place for solids and floatable materials
 - c. Schedule for minor construction
 - d. Documentation of any additional controls to be installed or implemented.
7. Pollution prevention programs to reduce contaminants in CSOs. The permittee shall submit:
 - a. Evaluation of pollution prevention opportunities to include procedures to control solid and floatable materials
 - b. Description of selected pollution prevention opportunities to include resources allocated for implementation
 - c. Documentation of pollution prevention program or actions taken.

A.2. COMBINED SEWER SYSTEM OVERFLOWS (CONTINUED)

III. REPORTING REQUIREMENTS (CONTINUED)

8. Public notification. The permittee shall submit:

- a. Evaluation of public notification options to include description of proposed and/or existing public notification procedures
- b. Description of selected public notification methods
- c. Log of CSO occurrences and associated public notification.

9. Monitoring to characterize CSO impacts and the efficacy of CSO controls. The permittee shall submit:

- a. Identification of CSO outfalls in the combined sewer system
- b. Summary of CSO occurrences (total number of CSO events and frequency, duration, volume, and pollutant loadings of CSOs during events). Monitoring summary for duration, volume, and pollutant loadings during each overflow event may portray a representative number of CSOs.
- c. Summary of water quality data for receiving water bodies
- d. Summary of receiving water impacts (e.g., visible floatables, fish kills, visible plumes, solids build-up in streams, violations of water quality standards including fecal coliform.

IV. EVALUATION OF WATER QUALITY IMPACTS. The permittee shall submit documentation that verifies Water Quality Standards have been maintained according to the following criteria:

- a. Analysis of water quality upstream and downstream from CSO discharges.
- b. Monitoring of the rates and durations of representative discharges during rainfall conditions.
- c. Analysis of the quality of representative discharges

V. LONG-TERM CONTROL PLAN

The permittee shall develop a Long-Term Control Plan (LTCP) if any water quality impacts are demonstrated and documented during an evaluation phase as outlined in Section A.2.IV or if this Office determines the water quality impacts exist. If no water quality impacts are found, the permittee is required to continue implementing its minimization plan.

VI. QUARTERLY REPORTS

The permittee shall submit quarterly progress reports detailing actions taken to meet the above CSO requirements.

B. SCHEDULE OF COMPLIANCE

- a) 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.

- b) 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.

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 prevent any discharge in violation of this permit, which has a reasonable likelihood of adversely affecting human health or the environment.
4. **Permit Actions**

This permit may be modified, revoked and reissued, suspended, or revoked for cause. The filing of a request by the permittee for permit modification, revocation and reissuance, or revocation, or a notification of planned changes or anticipated noncompliance, does not stay any permit conditions.
5. **Property Rights**

This permit does not convey any property rights of any sort or any exclusive privilege.
6. **Signatory Requirements**

All applications, reports, or information submitted to the Chief shall be signed and certified as required in Title 47, Series 10, Section 4.6 of the West Virginia Legislative Rules.
7. **Transfers**

This permit is not 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 reasonable specified time, any information which the Chief may request to determine whether cause exists for modifying, revoking and reissuing, suspending, or revoking this permit, or to determine compliance with this permit. The permittee shall also furnish to the Chief, upon request, copies of records required to be kept by this permit.
9. **Other Information**

Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Chief, it shall promptly submit such facts or information.
10. **Inspection and Entry**

The permittee shall allow the Director, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

 - a) Enter upon the permittee's premises in which an effluent source or activity is located, or where records must be kept under the conditions of this permit;
 - b) Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;
 - c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
 - d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the State Act, any substances or parameters at any locations.
11. **Permit Modification**

This permit may be modified, suspended, or revoked in whole or in part during its term in accordance with the provisions of Chapter 22-11-12 of the Code of West Virginia.
12. **Water Quality**

The effluent or effluents covered by this permit are to be of such quality so as not to cause violation of applicable water quality standards adopted by the State Environmental Quality Board.
13. **Outlet Markers**

A permanent marker at the establishment shall be posted in accordance with Title 47, Series 11, Section 9 of the West Virginia Legislative Rules promulgated pursuant to Chapter 22, Article 11.
14. **Liabilities**
 - a) Any person who violates a permit condition implementing sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed \$10,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing sections 301, 302, 306, 307, or 308 of the Clean Water Act is subject to a fine of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than 1 year, or both.
 - b) Any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
 - c) Any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.
 - d) Nothing in C.14.a), b) and c) shall be construed to limit or prohibit any other authority the Chief may have under the State Water Pollution Control Act, Chapter 22, Article 11.

D. 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 the permit. Proper operation and maintenance also includes adequate laboratory controls, and appropriate quality assurance procedures. Unless otherwise required by Federal or State law, this provision requires the operation of back-up auxiliary facilities or similar systems which are installed by the permittee only when the operation is necessary to achieve compliance with the conditions of the permit. For domestic waste treatment facilities, waste treatment operators as classified by the WV Bureau of Public Health 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. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of 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 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) (1) If the permittee knows in advance of the need for a bypass, it shall submit prior notice, if possible at least ten (10) days before the date of the bypass;
- (2) If the permittee does not know in advance of the need for bypass, notice shall be submitted as required in 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 adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and
 - (C) The permittee submitted notices as required under 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 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 by the Chief, any solids, sludges, filter backwash or other pollutants (removed in the course of treatment or control of wastewaters) and which are intended for disposal within the State, shall be disposed of only in a manner and a site subject to the approval by the Chief. If such substances are intended for disposal outside the State or for reuse, i.e., as a material used for making another product, which in turn has another use, the permittee shall notify the Chief in writing of the proposed disposal or use of such substances, the identity of the prospective disposer or users, and the intended place of disposal or use, as appropriate.

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 DMRs should be received no later than 20 days following the end of the reporting period and be addressed to:

Chief
Office of Water Resources
1201 Greenbrier Street
Charleston, WV 25311-1088
Attention: Municipal Branch

Regional Administrator
U. S. Environmental Protection Agency
Region III
841 Chestnut Building
Philadelphia, PA 19107

- 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 the latest edition of 40 CFR Part 136, unless other test procedures have been specified elsewhere in this permit.

4. Recording of Results

For each measurement or sample taken pursuant to the permit, the permittee shall record the following information.

- a) The date, exact place, and time of sampling or measurement;
- b) The date(s) analyses were performed;
- c) The individual(s) who performed the sampling or measurement;
- d) The individual(s) who performed the analyses; if a commercial laboratory is used, the name and address of the laboratory;
- e) The analytical techniques or methods used, and
- f) The results of such analyses.

Information not required by the DMR form is not to be submitted to this agency, but is to be retained as required in 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 the permit, for a period of at least three(3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Chief at any time.

7. Definitions

- a) "Daily discharge" means the discharge of a pollutant measured during a calendar day or within any specified period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.
- b) "Average monthly discharge limitation" means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.
- c) "Maximum daily discharge limitation" means the highest allowable daily discharge.
- d) "Composite Sample" is a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall be two hours.
- e) "Grab Sample" is an individual sample collected in less than 15 minutes.
- f) "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) "Noncontact cooling water-" means the water that is contained in a leak-free system, i.e. no contact with any gas, liquid, or solid other than the container for transport; the water shall have no net poundage addition of any pollutant over intake water levels, exclusive of approved anti-fouling agents.

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 for any responsibilities, liabilities, or penalties established pursuant to Title 47, Series 11, Section 2 of the West Virginia Legislative Rules promulgated pursuant to Chapter 22, Article 11.

Attached is a copy of the West Virginia Spill Alert System for use in complying with Title 47, Series 11, Section 2 of the rules as they pertain to the reporting of spills and accidental discharges.

2. Immediate Reporting

- a) The permittee shall report any noncompliance which may endanger health or the environment immediately after becoming aware of the circumstances by using the Agency's designated spill alert telephone number. A written submission shall be provided within five(5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- b) The following shall also be reported immediately:
 - (1) Any unanticipated bypass which exceeds any effluent limitation in the permit;
 - (2) Any upset which exceeds any effluent limitation in the permit; and
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Chief in the permit to be reported immediately. This list shall include any toxic pollutant or hazardous substance, or any pollutant specifically identified as the method to control a toxic pollutant or hazardous substance.
- c) The Chief may waive the written report on a case-by-case basis if the oral report has been received in accordance with the above.
- d) Compliance with the requirements of F.2. of this section, shall not relieve a person of compliance with Title 47, Series 11, Section 2.

3. Reporting Requirements

- a) Planned changes. The permittee shall give notice to the Chief of any planned physical alterations or additions to the permitted facility which may affect the nature or quantity of the discharge. Notice is required when:
 - (1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in Section 13.7.b of Series 10, Title 47; or
 - (2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. The notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under F.2. of this section.
- b) Anticipated noncompliance. The permittee shall give advance notice to the Chief of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements.
- c) In addition to the above reporting requirements, all existing manufacturing, commercial and silvicultural discharges must notify the Chief in writing as soon as they know or have reason to believe:
 - (1) That any activity has occurred or will occur which would result in the discharge, on a routine or frequent basis, or any toxic pollutant which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (A) One hundred micrograms per liter (100 ug/l);
 - (B) Two hundred micrograms per liter (200 ug/l) for acrolein and acrylonitrile; five hundred micrograms per liter (500 ug/l) for 2,4-dinitro phenol; and for 2-methyl 4,6-dinitrophenol; and one milligram per liter (1 mg/l) for antimony;
 - (C) Five(5) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.4.b.9 of Series 10, Title 47;
 - (D) The level established by the Chief in accordance with Section 6.3.g. of Series 10, Title 47;
 - (2) That any activity has occurred or will occur which would result in any discharge (on a non-routine or infrequent basis) of a toxic which is not limited in the permit, if that discharge will exceed the highest of the following "notification levels":
 - (A) Five hundred micrograms per liter (500 ug/l);
 - (B) One milligram per liter (1 mg/l) for antimony;
 - (C) Ten(10) times the maximum concentration value reported for that pollutant in the permit application in accordance with Section 4.4.b.7. of Series 10, Title 47;
 - (D) The level established by the Chief in accordance with Section 6.3.g. of Series 10, Title 47;
 - (3) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4.b.9 of Series 10, Title 47 and which will result in the discharge on a routine or frequent basis of that toxic pollutant at levels which exceed five times the detection limit for that pollutant under approved analytical procedure.
 - (4) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4.b.9 of Series 10, Title 47 and which will result in the discharge on a non-routine or infrequent basis of that toxic pollutant at levels which exceed ten times the detection limit for that pollutant under approved analytical procedure.

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under the above paragraphs at the time monitoring reports are submitted. The reports shall contain the information listed in F.2.a).

5. Additional Noncompliance Reporting Requirement

For any noncompliance reports required to be submitted in writing by this Office, a copy shall also be forwarded to the U. S. Environmental Protection Agency at the location specified in E.2.b).

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 100 year flood level, and operability be maintained during the 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 Works 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 30.0 mg/l for five(5) day Biochemical Oxygen Demand, 45.0 mg/l for Total Suspended Solids, and 22.5 mg/l for Ammonia Nitrogen, during the period of May 1st through October 31st, and 45.0 mg/l for five(5) day Biochemical Oxygen Demand and Total Suspended Solids, and 22.5 mg/l for Ammonia Nitrogen, during the period of November 1st through April 30th.
6. The arithmetic mean of the effluent values of the five(5) day Biochemical Oxygen Demand, winter limitation, and Total Suspended Solids discharged, during a period of 30 consecutive days, shall not exceed 15 percent of the respective arithmetic mean of the influent values for this parameter, during the same time period, except as specifically authorized by the permitting authority.
7. The permittee shall not accept any new nondomestic discharges without first obtaining approval from the Chief of the Office of Water Resources as provided in Title 47, Series 10, Section 14 of the Legislative Rules.
8. If any existing nondomestic discharge causes, or is suspected of causing, interference or pass through, as defined by 40 CFR Part 403.3, or otherwise violates any provision of 40 CFR Part 403, the permittee shall notify the Chief of such violation or suspected violation.
9. If any existing nondomestic discharge is identified as being subject to a Categorical Pretreatment Standard under 40 CFR Chapter 1, Subchapter N, and the discharge is not regulated by this Permit, the permittee shall notify the Chief of such identification.

G. OTHER REQUIREMENTS (Continued)

10. The permittee shall perform acute whole effluent toxicity testing in accordance with the following.

- a) The acute toxicity testing required herein shall be conducted in accordance with the procedures set out in the latest revision of Environmental Protection Agency Publication No. 600/4-90-027F, "Methods for Measuring the Acute Toxicity of Effluents to Freshwater and Marine Organisms."
 - (1) The 48 hour static acute toxicity testing shall be performed on an annual (1/year) basis during the period beginning on the effective date of the Permit and ending on the expiration date of the Permit.
 - (2) An eight(8) hour composite sample of the effluent shall be utilized for testing.
 - (3) The tests shall be conducted using Pimephales promelas, fathead minnow, and Daphnia magna or Daphnia pulex as the test species.
 - (4) Test results shall be reported on the attached Discharge Monitoring Reports and copies of all test results provided as an attachment thereto.
 - (5) The acute toxicity units, TU_A , required to be reported, are calculated by dividing 100 by the LC_{50} .
- b) If whole effluent toxicity testing shows noncompliance with the specified limitations prescribed in Section A.1., the permittee shall immediately resample and test the effluent. This shall be performed within 30 days of the initial demonstration of noncompliance with the whole effluent toxicity discharge limitations prescribed herein. Copies of the retesting results shall be provided to this Office immediately upon completion of the test.
- c) If the second test shows compliance, whole effluent toxicity testing shall continue in accordance with the requirements as prescribed herein. However, if the second test shows noncompliance, this Office shall impose further requirements, as may be necessary, in order to obtain compliance with the whole effluent toxicity discharge limitations.
- d) This Office shall impose further requirements should the whole effluent toxicity testing results demonstrate an irregular pattern of noncompliance.
- e) The permittee will be afforded an opportunity to request limiting the acute whole effluent toxicity testing program to the more sensitive test species, if such a sensitivity determination can be made. However, consideration shall only be given, to such request, after four(4) consecutive tests have demonstrated compliance with the whole effluent toxicity discharge limitations for both test species.

G. OTHER REQUIREMENTS (CONTINUED)

11. The analytical test procedures, set forth in 40 CFR Part 136, prescribes colorimetric methods for certain parameters. The digestion process for the performance of total recoverable is not sufficient for the utilization of a colorimetric procedure. Therefore, colorimetric procedures shall not be acceptable for the analysis of parameters prescribed as total recoverable.
12. The permittee shall perform the analyses of the effluent discharge limitations, as prescribed in Section A.1, for cadmium, hexavalent chromium, copper, lead, nickel, zinc, mercury, silver, and cyanide. Thereupon, if compliance with the prescribed effluent discharge limitations, for these parameters, is demonstrated, the permittee shall be afforded an opportunity, if significant compliance is evidenced, to delete the compliant effluent discharge limitation upon renewal of the Permit. The provisions provided herein shall be accomplished based upon the permittee's demonstration of compliance, and the permittee's written request for consideration in the Permit renewal application.
13. The permittee may accept pretreated nondomestic wastewater generated by Republic Container Company. Approval is subject to, and contingent upon, compliance with the following terms and conditions.
 - a) The wastestreams approved for acceptance include noncontact cooling water and metal finishing wastewater. Metal finishing wastewaters approved for acceptance include the following continuous overflows from the zinc phosphating line: Stage 2 (rinsewater following alkaline cleaning), Stage 4 (rinsewater following zinc phosphating), and Stage 5 (rust inhibition); and the following continuous overflow from the iron phosphating line: Stage 2 (rinsewater following iron phosphating).
 - b) The maximum daily volume of metal finishing wastewater accepted shall not exceed 30,000 gallons. The actual volume accepted shall be measured or estimated and recorded on a daily basis. Estimates shall be based upon the metered water used by the facility less that which can be attributed to sanitary sewage and cooling wastestreams.
 - c) The acceptance of spillage from the five(5)-stage line (i.e. wastewater that collects in the floor trenches) is prohibited. Acceptance of batch discharges of any stage (tank dumpings) is prohibited until such time that procedures are developed to ensure compliance with limitations prior to discharge.

G. OTHER REQUIREMENTS (Continued)

11. The analytical test procedures, set forth in 40 CFR Part 136, prescribes colorimetric methods for certain parameters. The digestion process for the performance of total recoverable is not sufficient for the utilization of a colorimetric procedure. Therefore, colorimetric procedures shall not be acceptable for the analysis of parameters prescribed as total recoverable.
12. The permittee shall perform the analyses of the effluent discharge limitations, as prescribed in Section A.1, for cadmium, hexavalent chromium, copper, lead, nickel, zinc, mercury, silver, and cyanide, for a period of six(6) consecutive months. Thereupon, if compliance with the prescribed effluent discharge limitations, for these parameters, has been demonstrated, the permittee shall be afforded an opportunity to request a reduction in the measurement frequency for said parameters.
13. The permittee may accept pretreated nondomestic wastewater generated by Republic Container Company. Approval is subject to, and contingent upon, compliance with the following terms and conditions.
 - a) The wastestreams approved for acceptance include noncontact cooling water and metal finishing wastewater. Metal finishing wastewaters approved for acceptance include the following continuous overflows from the zinc phosphating line: Stage 2 (rinsewater following alkaline cleaning), Stage 4 (rinsewater following zinc phosphating), and Stage 5 (rust inhibition); and the following continuous overflow from the iron phosphating line: Stage 2 (rinsewater following iron phosphating).
 - b) The maximum daily volume of metal finishing wastewater accepted shall not exceed 30,000 gallons. The actual volume accepted shall be measured or estimated and recorded on a daily basis. Estimates shall be based upon the metered water used by the facility less that which can be attributed to sanitary sewage and cooling wastestreams.
 - c) The acceptance of spillage from the five(5)-stage line (i.e. wastewater that collects in the floor trenches) is prohibited. Acceptance of batch discharges of any stage (tank dumpings) is prohibited until such time that procedures are developed to ensure compliance with limitations prior to discharge.

G. OTHER REQUIREMENTS (Continued)

13.d) The following limitations and self-monitoring requirements apply to the metal finishing wastewater contributed by the two(2)-stage iron phosphating operation. Samples shall be collected from the overflow of the Stage 2 tank.

<u>Parameter</u>	<u>Monthly Average Limitation (mg/l)</u>	<u>Daily Maximum Limitation (mg/l)</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Zinc	0.74	1.11	2/month	Grab ¹
Nickel	0.22	0.33	2/month	Grab ¹
Cyanide	0.37	0.55	1/month	Grab ¹
Chromium	0.65	0.98	2/year ²	Grab ¹
Copper	0.42	0.63	2/year ²	Grab ¹
Lead	0.19	0.28	2/year ²	Grab ¹
Silver	0.24	0.43	2/year ²	Grab ¹
Total Toxic Organics (TTO) ³	----	2.13	2/year ²	Grab ¹

¹ An individual grab sample shall be collected at a time that is representative of normal production operations and analyzed to determine the daily value.

² Semiannual monitoring periods are January 1st - June 30th and July 1st - December 31st.

³ See footnote ⁴ in G.13.e).

e) The following limitations and self-monitoring requirements apply to the metal finishing wastewater contributed by the five(5)-stage zinc phosphating operation. Samples shall be collected from the discharge line of the five(5)-stage process, prior to its mixing with the two(2)-stage process discharge and the cooling water discharge:

<u>Parameter</u>	<u>Monthly Average Limitation (mg/l)</u>	<u>Daily Maximum Limitation (mg/l)</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Zinc	0.74	1.11	2/month	Comp ¹
Nickel	0.22	0.33	2/month	Comp ¹
Cyanide	0.37	0.55	1/month	Grab ²
Chromium	0.65	0.98	2/year ³	Comp ¹
Copper	0.42	0.63	2/year ³	Comp ¹
Lead	0.19	0.28	2/year ³	Comp ¹
Silver	0.24	0.43	2/year ³	Comp ¹
Total Toxic Organics (TTO) ⁴	----	2.13	2/year ³	Comp/ Grab ⁴

1, 2, 3, and ⁴Refer to page 18 of 33.

G. OTHER REQUIREMENTS (CONTINUED)

13.d) The following limitations and self-monitoring requirements apply to the metal finishing wastewater contributed by the two(2)-stage iron phosphating operation. Samples shall be collected from the overflow of the Stage 2 tank.

<u>Parameter</u>	<u>Monthly Average Limitation (mg/l)</u>	<u>Daily Maximum Limitation (mg/l)</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Zinc	0.74	1.11	2/month	Grab ¹
Nickel	0.22	0.33	2/month	Grab ¹
Cyanide	0.37	0.55	1/month	Grab ¹
Chromium	0.65	0.98	2/year ²	Grab ¹
Copper	0.42	0.63	2/year ²	Grab ¹
Lead	0.19	0.28	2/year ²	Grab ¹
Silver	0.24	0.43	2/year ²	Grab ¹
Total Toxic Organics (TTO) ³	----	2.13	2/year ²	Grab ¹

¹ An individual grab sample shall be collected at a time that is representative of normal production operations and analyzed to determine the daily value.

² Semiannual monitoring periods are January 1st - June 30th and July 1st - December 31st.

³ See footnote ⁴ in G.13.e).

e) The following limitations and self-monitoring requirements apply to the metal finishing wastewater contributed by the five(5)-stage zinc phosphating operation. Samples shall be collected from the discharge line of the five(5)-stage process, prior to its mixing with the two(2)-stage process discharge and the cooling water discharge:

<u>Parameter</u>	<u>Monthly Average Limitation (mg/l)</u>	<u>Daily Maximum Limitation (mg/l)</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Zinc	0.74	1.11	2/month	Comp ¹
Nickel	0.22	0.33	2/month	Comp ¹
Cyanide	0.37	0.55	1/month	Grab ²
Chromium	0.65	0.98	2/year ³	Comp ¹
Copper	0.42	0.63	2/year ³	Comp ¹
Lead	0.19	0.28	2/year ³	Comp ¹
Silver	0.24	0.43	2/year ³	Comp ¹
Total Toxic Organics (TTO) ⁴	----	2.13	2/year ³	Comp/ Grab ⁴

¹, ², ³, and ⁴ Refer to page 22 of 38.

G. OTHER REQUIREMENTS (Continued)

13.e) (continued)

- ¹ A minimum of four(4) equal volume aliquots shall be collected at approximate equal time intervals over the daily discharge period and combined to form the composite sample.
 - ² An individual grab sample shall be collected at a time that is representative of normal production operations and analyzed to determine the daily value.
 - ³ Semiannual monitoring periods are January 1st - June 30th and July 1st - December 31st.
 - ⁴ Total Toxic Organics monitoring is required only for the listed pollutants of 40 CFR 433.11 that are reasonably expected present in the wastewater. An individual grab sample shall be collected at a time that is representative of normal production operations and analyzed for volatile organics. A composite sample, as specified in ¹, shall be collected and analyzed for all other TTOs.
- f) The following limitations and self-monitoring requirements apply to the combined metal finishing wastewater discharges and cooling water discharges. Samples shall be collected at the first manhole outside of the building.

<u>Parameter</u>	<u>Limitation</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
pH	≥ 6.0 and ≤ 8.5 (SU) at all times	1/week	Grab

A minimum of four(4) instantaneous pH measurements shall be performed at approximately equal time intervals over the daily discharge period.

- g) Self-monitoring reports must be signed and certified in accordance with 40 CFR 403.12(1).
14. The permittee may accept pretreated nondomestic wastewater from Miller Transporters, Inc. for subsequent treatment and disposal. Approval is subject to, and contingent upon, compliance with the following terms and conditions:
- a) The nondomestic wastestream approved for acceptance consists of washwater generated in the cleaning of tank trucks.
 - b) The maximum daily volume of the nondomestic wastewater accepted shall not exceed 10,000 gallons. The actual volume accepted shall be measured and recorded daily.

G. OTHER REQUIREMENTS (Continued)

14.c) The following limitations and monitoring requirements apply to the pretreated wastewater:

<u>Parameter</u>	<u>Daily Maximum Limitation (mg/l)</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
BOD ₅	600	2/month	Comp ¹
TSS	435	2/month	Comp ¹
Copper	1.0	1/month	Comp ¹
Zinc	1.0	1/month	Comp ¹
Acute Toxicity (Daphnia Magna or Pulex)	2.5 (TU _A)	1/quarter ²	Comp ¹
Priority Pollutants	Monitor Only	1/year	Comp ¹ /Grab ²
pH	≥ 6.0 and ≤ 8.5 (SU)	Daily	Inst. Meas. ⁴

¹ A composite sample shall be obtained over the daily discharge period.

² Quarterly monitoring periods are January 1st - March 31st, April 1st - June 30th, July 1st - September 30th and October 1st - December 31st.

³ Grab samples shall be collected for volatile organics and cyanide and composite samples for all other priority pollutants.

⁴ A minimum of four(4) instantaneous measurements shall be made at approximate equal time intervals over the daily discharge period.

d) Monitoring of the nondomestic wastestream shall be performed after pretreatment and prior to its mixing with any other wastestreams.

e) The permittee shall ensure that Miller Transporters removes all "heels" from the trucks prior to washing and does not introduce them to the collection system. Wastewater resulting from the initial washing (i.e the first rinse) shall also be segregated and disposed off-site.

15. The permittee may accept pretreated nondomestic wastewater from General Cinema Beverage of West Virginia for subsequent treatment and disposal. Approval is subject to, and contingent upon, compliance with the following terms and conditions:

a) The nondomestic wastestreams approved for acceptance consist of water treatment backwash, cooling water, wastewater from equipment cleaning and general sanitation, beverage container rinsewater, wastewater resulting from product changeovers.

b) The maximum daily volume of nondomestic wastewater accepted from General Cinema beverage shall not exceed 90,000 gallons. The monthly average volume accepted shall not exceed 50,000 gallons per day. The flow rate of the combined nondomestic wastestream shall be continuously monitored and the volume accepted shall be measured and recorded daily.

G. OTHER REQUIREMENTS (Continued)

15.c) The following limitations and monitoring requirements apply to the pretreated wastewater:

<u>Parameter</u>	<u>Monthly Average Limitation</u>	<u>Daily Maximum Limitation</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
BOD ₅	500 (#/day)	1000 (#/day)	2/month	Comp ¹
TSS	----	435 (mg/l)	2/month	Comp ¹
pH	≥ 6.0 and ≤ 8.5 at all times (SU)		Continuous	Measured

¹ Twenty-four hour, flow proportioned composite samples shall be obtained. The daily mass of BOD₅ accepted shall be calculated using the analytical result and the total volume of nondomestic wastewater accepted on the monitoring day. The monthly average mass of BOD₅ shall be the arithmetic average of all daily mass values obtained during the month.

d) Monitoring of the total facility discharge shall be performed at the effluent of the pretreatment unit.

16. The permittee may accept pretreated nondomestic wastewater from Kanawha Stone Company, Inc. for subsequent treatment and disposal. Approval is contingent upon, compliance with the following terms and conditions:

- a) The nondomestic wastestream approved for acceptance consists of wastewater resulting from the washing of truck, trailers and heavy equipment exteriors, and storm water from a fueling pad.
- b) The maximum daily volume of nondomestic wastewater accepted from Kanawha Stone Company shall not exceed 4000 gallons. The actual volume accepted shall be estimated and recorded daily.
- c) The following limitations and self-monitoring requirements apply to the pretreated wastewater:

<u>Parameter</u>	<u>Daily Maximum Limitation</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Oil & Grease	30 (mg/l)	1/Month	Grab ¹
TSS	435 (mg/l)	1/Month	Grab ¹
pH	≥ 6.0 and ≤ 8.5 (SU)	1/Month	Grab ²

¹ An individual sample shall be obtained while a discharge from the pretreatment system is occurring.

² An individual sample shall be obtained while a discharge from the pretreatment system is occurring and analyzed immediately.

d) Monitoring of the nondomestic wastestream shall be performed after pretreatment and prior to its mixing with any other wastestreams.

G. OTHER REQUIREMENTS (Continued)

17. The permittee may accept pretreated nondomestic wastewater from Horn Brothers Oil Company, Inc. for subsequent treatment and disposal. Approval is subject to, and contingent upon, compliance with the following terms and conditions:

- a) The nondomestic wastestream approved for acceptance consists of wastewater resulting from the washing of truck and automobile exteriors.
- b) The maximum daily volume of nondomestic wastewater accepted from Horn Brothers Oil Company shall not exceed 250 gallons. The actual volume accepted shall be estimated and recorded daily.
- c) The following limitations and self-monitoring requirements apply to the pretreated wastewater:

<u>Parameter</u>	<u>Daily Maximum Limitation</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Oil & Grease	30 (mg/l)	1/Quarter	Grab ¹
TSS	435 (mg/l)	1/Quarter	Grab ¹
pH	≥ 6.0 and ≤ 8.5 (SU)	1/Quarter	Grab ²

¹ An individual sample shall be obtained while a discharge from the pretreatment system is occurring.

² An individual sample shall be obtained while a discharge from the pretreatment system is occurring and analyzed immediately.

- d) Monitoring of the nondomestic wastestream shall be performed after pretreatment and prior to its mixing with any other wastestreams.

18. The permittee may accept pretreated nondomestic wastewater from Tyler Mountain Water Company for treatment and disposal. Approval of this acceptance is subject to and contingent upon compliance with the following terms and conditions:

- a) The subject nondomestic wastewater consists of water used for backwashing a carbon tower, pretreated condensate from a compressor and water used to sanitize and rinse process tanks and equipment.
- b) The maximum daily volume of the subject wastewater accepted shall not exceed 3700 gallons. The volume accepted shall be measured or estimated and recorded daily.

G. OTHER REQUIREMENTS (Continued)

18. c) The following limitations and self-monitoring requirements apply to the pretreated non-domestic discharge of compressor condensate:

<u>Parameter</u>	<u>Daily Maximum Limitation</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Oil & Grease	30 (mg/l)	1/Quarter	Grab ¹

¹An individual sample shall be obtained while a discharge from the pretreatment system is occurring.

- d) The following limitations and self-monitoring requirements apply to the non-domestic discharge from the filter backwash tank:

<u>Parameter</u>	<u>Daily Maximum Limitation</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
TSS	435 (mg/l)	1/Quarter	Comp ¹
pH	≥ 6.0 and ≤ 8.5 (SU)	1/Quarter	Grab ²

¹ A composite sample shall be constructed by obtaining equal volume aliquots near the beginning, midpoint and end of the batch discharge.

² An individual grab sample shall be obtained prior to each batch discharge and analyzed immediately. Compliance shall be verified before discharge.

- e) Samples of the subject wastestreams shall be obtained after pretreatment and prior to their mixing with any other wastestreams.

19. The permittee may accept pretreated nondomestic wastewater from the Fike/Artel Superfund Site for subsequent treatment and disposal. Approval is subject to and contingent upon compliance with the following terms and conditions:

- a) The nondomestic wastestreams approved for acceptance consist of storm water runoff and vehicle decontamination wastewater.
- b) The maximum daily volume of the subject nondomestic wastewater accepted shall not exceed 144,000 gallons. The actual volume accepted shall be measured and recorded daily.
- c) The subject nondomestic wastewater shall be pretreated as specified in Modification Application No. WV0023299-H, dated February 27, 1995, and submitted pursuant to Permit No. WV0023299, effective date September 4, 1990.
- d) The permittee shall not accept the subject nondomestic wastewater when combined sewer overflows are active. The permittee and the Fike/Artel Trust shall develop written procedures that will be used to implement this requirement. Such procedures shall be in place before any nondomestic wastewater is accepted from the site.

G. OTHER REQUIREMENTS (Continued)

19. e) The following limitations and self-monitoring requirements apply to the pretreated nondomestic wastewater:

<u>Parameter</u>	<u>Daily Maximum Limitation (mg/l)</u>	<u>Monitoring Frequency</u>	<u>Sample Type</u>
Total Suspended Solids	100	1/week ^{4,5}	Comp. ¹
pH	≥ 6.0 and ≤ 8.5 (SU)	1/week ^{4,5}	Grab ²
Arsenic (T)	0.008	1/month ⁴	Comp. ¹
Cyanide (T)	0.057	1/month ⁴	Grab ²
Zinc (T)	0.12	1/month ⁴	Comp. ¹
Copper (T)	0.066	1/month ⁴	Comp. ¹
Total Phenolics	2.8	1/month ⁴	Grab ²
Total Oil & Grease	30	1/month ⁴	Grab ²
4,6-Dinitro-o-cresol	0.19	1/month ⁴	Comp. ¹
Chlordane ³	3.8x10 ⁻⁵	1/month ⁴	Comp. ¹
Methoxychlor ⁶	0.0025	1/month ⁴	Comp. ¹
Dieldrin ³	7.7x10 ⁻⁶	1/month ⁴	Comp. ¹
Endrin aldehyde	0.0003	1/month ⁴	Comp. ¹
Heptachlor epoxide	0.003	1/quarter ⁵	Comp. ¹
Benzene	0.14	1/quarter ⁵	Grab ²
2,4,5 T ⁶	1.7	1/quarter ⁵	Comp. ¹
Endosulfan I	0.0046	1/quarter ⁵	Comp. ¹
Pentachlorophenol	0.35	1/quarter ⁵	Comp. ¹
Methylene Chloride	2.1	1/quarter ⁵	Grab ²
1,2,4 Trichlorobenzene	0.38	1/quarter ⁵	Comp. ¹
PCBs ³	8.8x10 ⁻⁶	1/quarter ⁵	Comp. ¹
bis(2-Ethylhexyl)phthalate	0.71	1/quarter ⁵	Comp. ¹
Tetrachloroethylene	0.53	1/quarter ⁵	Grab ²
Toluene	1.4	1/quarter ⁵	Grab ²
4,4 DDD	0.050	1/quarter ⁵	Comp. ¹
Chromium (T)	0.11	1/quarter ⁵	Comp. ¹
Lead (T)	0.028	1/quarter ⁵	Comp. ¹
2,3,7,8-Tetrachlorodibenzo-p-Dioxin (TCDD) ³	1.5x10 ⁻⁹	1/quarter ⁵	Comp. ¹

¹ A flow proportional composite sample shall be obtained over the daily discharge period.

² An individual grab sample shall be obtained. pH monitoring shall be by instantaneous measurement.

³ If the subject parameters are undetected, using the following specified analytical methods and the method detection limits published in 40 CFR 136, then compliance will be deemed to have been achieved: Chlordane, PCBs and Dieldrin - EPA 608. TCDD shall be monitored using EPA Method 1613 (MDL = 5.6 ppq). In the reports required by Section G.22, "nondetect" analytical results obtained using the specified methods and method detection limits shall be reported as zero.

⁴ For the indicated parameters, compliance shall be verified prior to acceptance during the first month of system operation. This shall be accomplished through batch treatment and effluent holding. At least four batches shall be assessed prior to implementation of the specified monitoring frequencies.

⁵ Quarterly monitoring periods are January 1st - March 31st, April 1st - June 30th, July 1st - September 30th and October 1st - December 31st. Weekly monitoring periods are 12:01 AM Sunday to 12:00 Midnight the following Saturday.

⁶ Methoxychlor and 2,4,5 T shall be analyzed using the procedures of SW 846 Methods 8080 and 8150, respectively.

G. OTHER REQUIREMENTS (Continued)

19. f) Samples of the nondomestic wastewater shall be obtained of the effluent of the pretreatment system, prior to its mixing with sanitary sewage.
- g) In the reports required by Section G.22, the volume of nondomestic wastewater accepted on the sample date(s), and any violation of G.19(d) shall be reported in addition to the information required to be reported by Section G.22.
20. The permittee may continue to accept nondomestic wastewater from We Do Blinds and Allied Warehousing. The wastewater from We Do Blinds results from the cleaning of blinds and that from Allied Warehousing consists of air compressor condensate. The subject wastewaters shall, at all times, comply with the requirements of the General Pretreatment Regulations of 40 CFR 403, as well as those of Title 47, Series 10, Section 14.1 of the West Virginia Legislative Rules.
21. Unless otherwise specified herein, monitoring required by Sections G.13, G.14, G.15, G.16, G.17, G.18 and G.19, shall be conducted in accordance with sample collection, preservation and analytical procedures specified in 40 CFR 136.
22. Reports of monitoring required by Sections G.13, G.14, G.15, G.16, G.17, G.18 and G.19 shall be submitted monthly to the Office, as an attachment to the permittee's Discharge Monitoring Reports. The reports shall include the results of all monitoring required, the average and maximum daily volumes of each nondomestic wastewater accepted during the month, and calculation of mass discharges, where limitations are prescribed in terms of mass. For self-monitoring that is required to be performed on a quarterly, semiannual, or annual basis, reports become due on the 20th day of the month following the end of the specified monitoring period.
23. If any indirect discharger monitors any parameter more frequently than required by Sections G.13, G.14, G.15, G.16, G.17, G.18 and G.19, using the procedures authorized by Section G.21, then the results of such additional monitoring must be reported.
24. If self-monitoring that is required to be performed on a quarterly, semiannual, or annual basis discloses a violation of specified limitations, then the permittee shall take actions to effectuate resampling of the noncompliant wastewater for the noncompliant parameter(s). The results of resampling shall be submitted to the Office no later than thirty days after the permittee becomes aware of the initial violation.
25. Records of the following information relative to the self-monitoring required by Sections G.13, G.14, G.15, G.16, G.17, G.18, and G.19 shall be maintained:
 - a) The date, exact place, method and time of sampling, sample preservation techniques used, and the name of the person taking the samples;
 - b) The dates analyses were performed, the analytical methods used, the name of the person performing the analyses, and the analytical results.

G. OTHER REQUIREMENTS (Continued)

26. Approval of wastewater acceptance granted, by Sections G.13, G.14, G.15, G.16, G.17, G.18 and G.19 extends only to the types of wastewater specified therein. Acceptance of any other types of wastewater, without prior approval, is prohibited.
27. The Office reserves the right to disallow the continued acceptance of any of the subject nondomestic wastewaters, or to require installation of additional pretreatment facilities, should the wastewater violate specified limitations, cause interference with Publicly Owned Treatment Works (POTW) operations, pass-through the POTW and result in effluent limitation violations or receiving stream degradation, or adversely impact POTW sludge disposal. Approval of the permittee's acceptance of the subject nondomestic wastewaters in no way relieves the permittee of its obligation to comply with all terms and conditions of its WV/NPDES Permit and shall not constitute an affirmative defense in any enforcement action brought against the permittee.
28. The permittee may accept, for subsequent treatment and disposal, domestic septage. Approval is subject to, and contingent upon, compliance with the following terms and conditions.
 - a) The septage hauler(s), from which the permittee accepts domestic septage, shall be registered to operate under the General Permit for septage handling and disposal.
 - b) Records shall be maintained which present the date(s), time(s), name(s) of the hauler(s), and volume(s) accepted.
 - c) The permittee shall report monthly on the enclosed Sewage Sludge Management Report the amount of domestic septage accepted.
 - d) The permittee shall assure that the acceptance, and processing, of the domestic septage does not result in effluent discharge limitation violations, or receiving stream degradation, or adversely impact sludge disposal. Approval of the permittee's acceptance of the domestic septage in no way relieves the permittee of its obligation to comply with all terms and conditions of its WV/NPDES Permit, and shall not constitute an affirmative defense in any enforcement action brought against the permittee.

H. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS

1. The permittee shall monitor and report monthly on the enclosed Sewage Sludge Management Report form the quality and quantity of sewage sludge produced. The required report shall be received no later than 20 days following the end of the reporting period and shall be addressed to the following:

Chief
Office of Water Resources
1201 Greenbrier Street
Charleston, WV 25311-1088
Attention: Program Management/
Technical Support

Regional Administrator
U.S. Environmental Protection Agency
Region III
841 Chestnut Building
Philadelphia, PA 19107

2. The permittee shall provide copies of monthly reports to the county or regional solid waste authority in which the facility or land application site(s) is located.
3. The Sewage Sludge Monitoring Report and Land Application Summary forms shall be submitted quarterly. The required reports shall be received no later than 20 days following the end of the reporting period and shall be addressed to the following:

Chief
Office of Water Resources
1201 Greenbrier Street
Charleston, WV 25311-1088
Attention: Program Management/
Technical Support

Regional Administrator
U.S. Environmental Protection Agency
Region III
841 Chestnut Building
Philadelphia, PA 19107

WVU Extension Specialist - Waste Management
West Virginia University Extension Service
1058 Agricultural Science Building
Post Office Box 6108
Morgantown, WV 26506-6108

4. The following method(s) of sludge disposal shall be used for sewage sludge generated and/or processed at the permitted facility:

- a) Land Application: Sewage sludge shall not be applied in a manner or in an amount that would cause the land application site(s) to exceed the annual or lifetime loading rates as listed below. The following site(s) may be used for land application:

<u>Land Application Site(s)</u>	<u>Annual Loading Rate(s) (Tons/Acre)</u>	<u>Lifetime Loading Rates (Tons/Acre)</u>
Bradley I. Wiseman Farm	15	150
Mynes Farm	15	150
Arnold J. Hoffman Farm	15	150

H. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS (Continued)

4.a) (Continued)

<u>Land Application Site(s)</u>	<u>Annual Loading Rate(s) (Tons/Acre)</u>	<u>Lifetime Loading Rates (Tons/Acre)</u>
Terry Hodges Farm	(Under Evaluation)	(Under Evaluation)

- b) Landfill Disposal: Sewage sludge may also be disposed at a landfill by placing the sewage sludge in the landfill cell, provided that the landfill obtains approval from the Office of Waste Management to allow the acceptance of sewage sludge from the permittee, and provided that the landfill(s) is/are identified in the permit application. Prior approval by the Office of Water Resources is required to change landfill disposal site(s).
5. Sewage sludge shall not be applied to land that has any of the following siting restrictions and/or location standards:
- a) Land that is frozen, snow-covered, or known to be flooded on a regular basis unless the applicant can demonstrate to the Director that the land application will not cause runoff into streams or wetlands.
 - b) Land that is within 50 feet of surface water including any streams, springs, ponds, wetlands, or other collection points for surface water.
 - c) Land that is within 200 feet of drinking water supply wells or other personal water supply.
 - d) Land that is within 200 feet of an occupied dwelling.
 - e) Land that is within 50 feet of a federal or state highway.
 - f) Land that is within 100 feet of an adjacent property owner's property line.
 - g) Land that drains into a sinkhole.
 - h) Land that has been tested and determined to have a pH of less than 6.2 Standard Units (SUs), unless the pH is adjusted to 6.2 SUs or greater.
 - i) Land that has a slope greater than 15 percent.
 - j) Land that has a seasonal high groundwater table less than two(2) feet from the surface.
 - k) Land that has less than six(6) inches of soil over bedrock or an impervious pan.
 - l) Land that contains soil with surface permeability of less than 0.6 inches/hour or greater than six(6) inches/hour.

H. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS (Continued)

- 5.m) Land that, if sewage sludge was applied, is likely to adversely affect a threatened or endangered species listed under Section 4 of the Endangered Species Act or its designated critical habitat.
6. The following requirements concerning crops grown on land used for application of sewage sludge, the time requirements between application of sewage sludge and the harvesting of crops, and the restrictions on animal grazing and public access shall be met:
 - a) Food crops with harvested parts that touch the sewage sludge/soil mixture and are totally above the land surface shall not be harvested for 14 months after application of sewage sludge.
 - b) Food crops with harvested parts below the surface of the land shall not be harvested for 20 months after application of sewage sludge when the sewage sludge remains on the land surface for four months or longer prior to incorporation into the soil.
 - c) Food crops with harvested parts below the surface of the land shall not be harvested for 38 months after application of sewage sludge when the sewage sludge remains on the land surface for less than four(4) months prior to incorporation into the soil.
 - d) Food crops (human consumption), feed crops (animal consumption), and fiber crops shall not be harvested for 30 days after application of sewage sludge.
 - e) Animals shall not be allowed to graze on the land for 30 days after application of sewage sludge.
 - f) Turf grown on land where sewage sludge is applied shall not be harvested for one(1) year after application of the sewage sludge when the harvested turf is placed on either land with a high potential for public exposure or a lawn, unless otherwise specified by the permitting authority.
 - g) Public access to land with a high potential for public exposure shall be restricted for one year after application of sewage sludge.
 - h) Public access to land with a low potential for public exposure shall be restricted for 30 days after application of sewage sludge.
7. Sewage sludge shall not be stored at a land application site for a period longer than one(1) week; except, storage can be allowed for a period not to exceed three(3) months when provisions, approved by the Chief of the Office of Water Resources of the Division, are made to prevent leachate runoff to the surface water and/or groundwater.
8. Sewage sludge shall only be land applied during the hours of daylight.

H. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS (Continued)

9. Sewage sludge which is land applied shall not contain excessive amounts of other solid waste materials, as defined in Title 47, Series 38D, Section 2.34 of the Legislative Rules.
10. Areas used for processing, curing, and/or storage of sewage sludge shall be designed, constructed and operated to prevent release of contaminants to the groundwater and/or surface water.
11. The land application site(s) shall maintain the soil pH at a minimum of 6.2 SUs for at least five(5) years from the date of application. The soil pH shall be monitored once per year by obtaining a composite sample of each land application site(s). The composite samples shall be made up of a minimum of four(4) aliquots taken at locations equally spaced through the land application site(s). The sample may be analyzed through the WVU Extension Service or by other certified laboratories using EPA Method 9045A.
12. All analyses performed on soils and sewage sludges shall be analyzed in accordance with analytical methods listed in 40 CFR Part 503.8 except that Nutrients may be analyzed in accordance with the most recently approved edition of Standard Methods. Additionally, Fecal Coliform samples shall be prepared for analysis by using the method described in EPA 625R-92/013, Appendix F.
13. Sewage sludge disposed in a landfill cell shall be a non-hazardous material as defined in 40 CFR Part 261.24 and a minimum of 20 percent solids. If the sewage sludge is not 20 percent solids, a bulking agent may be used to achieve 20 percent solids before the sewage sludge is weighed in at the landfill.
14. If sewage sludge is used for revegetation, or spread in any other manner at the landfill, the sewage sludge shall meet all of the land application requirements. These requirements include vector attraction and pathogen reduction methods, heavy metals limits, and abiding by an approved loading rate based on soil analyses.
15. The following primary method for pathogen reduction shall apply to the sewage sludge or sewage sludge products:
 - a) Fecal Coliform Analyses - Seven(7) samples are collected and analyzed separately using either MF or MPN Method. The geometric mean of these results must be less than 2,000,000 colonies/dry gram. The permittee shall maintain all laboratory bench sheets indicating all raw data used in the analyses and the calculation of the results (unless analysis was performed by a certified contract laboratory). The seven(7) individual samples shall be evenly spaced over the monitoring period with no more than one(1) sample taken in each calendar week.

H. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS (Continued)

- 15.b) If compliance cannot be achieved using the primary method for pathogen reduction, then the permittee must obtain approval from the Office of Water Resources prior to use of a secondary method. The permittee shall not dispose of sewage sludge until approval of a secondary pathogen reduction method is granted. The following secondary methods for pathogen reduction shall apply to the sewage sludge or sewage sludge products:
- (1) Aerobic Digestion - Sewage sludge is agitated with air to maintain aerobic conditions. The mean cell residence time and temperature shall be between 40 days at 20 degrees Celsius and 60 days at 15 degrees Celsius. The permittee shall maintain logs documenting the mean cell residence time of the sewage sludge in the digester and the digester temperature, either by continuous measurements or two(2) manual measurements per day, at least one(1) per shift.
 - (2) Lime Stabilization - Lime is added to maintain the sewage sludge pH above 12.0 SUs for at least two(2) hours after the lime addition. The permittee shall record the pH of the sewage sludge at least twice, once upon addition of lime and once two(2) hours after addition.
 - (3) Composting - The sewage sludge temperature is raised to 40 degrees Celsius, or higher, and maintained at this temperature for five(5) days. The temperature must exceed 55 degrees Celsius at least four(4) hours during the five(5) days. The permittee shall maintain daily temperature logs documenting sewage sludge is maintained at 40 degrees Celsius for five(5) days either by continuous measurements, or two(2) manual readings per day, at least one(1) per shift. In addition, hourly measurements shall be recorded showing the temperature exceeded 55 degrees Celsius for four(4) consecutive hours. The permittee shall also give a description of the composting method used.
16. The following primary method for vector attraction reduction shall apply to the sewage sludge or sewage sludge products:
- a) Specific Oxygen Uptake Rate (SOUR) - Sewage sludge is considered stable enough for land application if the SOUR is equal to or less than 1.5 milligrams of oxygen per hour per gram of total solids (dry weight basis) at a temperature of 20 degrees Celsius. The permittee shall take dissolved oxygen (DO) readings of the sewage sludge over a fifteen minute period. Either the temperature (degrees Celsius) of the sample must be adjusted to 20 degrees Celsius or the SOUR of the sewage sludge is measured at the same temperature at which digestion is occurring in the treatment works and corrected to 20 degrees Celsius.

H. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS (Continued)

16.b) If compliance cannot be achieved using the primary method for vector attraction reduction, then the permittee must obtain approval from the Office of Water Resources prior to using a secondary method. The permittee shall not dispose of sewage sludge until approval of a secondary vector attraction method is granted. The following secondary methods for vector attraction reduction shall apply to the sewage sludge or sewage sludge products:

- (1) 38 Percent Reduction in Percent Volatile Solids - Sewage sludge is treated by an anaerobic or aerobic digestion (or dried) to achieve volatile solids reduction. The permittee shall monitor and record the volatile solids concentration (mg/kg) of raw and final sludge streams and evaluated weekly.
- (2) Bench-Scale Digestion - If the 38 percent reduction described below is not achieved, a portion of the previously digested sewage sludge is digested for an additional 40 days (anaerobically) at a temperature between 30 degrees and 37 degrees Celsius or 30 days (aerobically) at 20 degrees Celsius. Sewage sludge is considered suitable for land application if the volatile solids reduction during the bench digestion is less than 15 percent (aerobically) or 17 percent (anaerobically). The permittee shall maintain the time (days) that the sample was further digested in the bench scale digester (30 days for aerobically or 40 days for anaerobically digested sludge), and the temperature (degrees Celsius) maintained while the sewage sludge was in the digester. The temperature should be recorded continuously, checked and recorded during each work shift, or during at least two well spaced intervals during each day indicating the temperature is maintained at 20 degrees Celsius for aerobically and between 30 degrees and 37 degrees Celsius for anaerobically digested sludge.
- (3) Lime Stabilization - Lime is added to maintain the sewage sludge pH above 12.0 SUs for two hours and above 11.5 SUs for 24 hours after the lime addition. The permittee shall record the pH of the sewage sludge at the 0, 2, and 24 hour intervals of treatment, and record the duration of time (hours) that the pH is maintained at or above the specified minimum levels.
- (4) Aerobic Processing (Aerobic Digestion/Composting) - Sewage sludge is composted 14 days above 40 degrees Celsius with an average temperature of at least 45 degrees Celsius. The permittee shall record the sewage sludge treatment time and maintain the temperature (degrees Celsius) of the sewage sludge; the temperature should either be recorded continuously or checked and recorded at least once per work shift or at least twice a day.

H. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS (Continued)

17. The permittee shall maintain all records and reports of all monitoring required by Section H of this Permit for five(5) years after the date of monitoring or reporting. Records should include all sample results, including pathogen and vector attraction reduction monitoring; land application records, including site maps, the landowner agreement, soil sample results, daily and cumulative sludge loading rate information; any landfill receipts; copies of all required reports; and records of all data used to complete these reports.
18. The following limitations and monitoring requirements shall apply to the sewage sludge or sewage sludge products:

<u>Parameter</u>	<u>Maximum Allowable Limitations (mg/kg)</u>	<u>Monitoring Frequency</u>	<u>Sample Type¹</u>
Arsenic	41	1/Quarter	one week comp.
Cadmium	10	1/Quarter	one week comp.
Chromium	1000	1/Quarter	one week comp.
Copper	1000	1/Quarter	one week comp.
Lead	250	1/Quarter	one week comp.
Mercury	10	1/Quarter	one week comp.
Molybdenum	18	1/Quarter	one week comp.
Nickel	200	1/Quarter	one week comp.
Selenium	36	1/Quarter	one week comp.
Zinc	2500	1/Quarter	one week comp.
pH	Monitor	1/Quarter	one week comp.
Percent Solids	Monitor	1/Quarter	one week comp.
Magnesium	Monitor	1/Quarter	one week comp.
Potassium	Monitor	1/Quarter	one week comp.
Phosphorus	Monitor	1/Quarter	one week comp.
Calcium	Monitor	1/Quarter	one week comp.
Organic Nitrogen	Monitor	1/Quarter	one week comp.
Ammonia Nitrogen	Monitor	1/Quarter	one week comp.
Total Nitrogen	Monitor	1/Quarter	one week comp.
Fecal Coliform	Monitor	1/Quarter	grab

¹The appropriate composite sampling procedures shall be based upon the particular sludge processing methods used by the permittee. The composite sampling procedures for the various methods are described as follows:

Belt Press or Vacuum Filter - During the week that the composite sample is obtained, the permittee shall take a minimum of 3 grab samples during each day of the week that the dewatering system is in operation. These grab samples are to be mixed together and the final sample obtained from the composite. Samples should be collected at a point immediately after the dewatering operation.

(Continued on page 37 of 38)

H. SEWAGE SLUDGE MANAGEMENT REQUIREMENTS (Continued)

18. (Continued)

Liquid Sludge - During the week that the composite sample is obtained, the permittee shall take a representative grab sample from each truck load of sewage sludge hauled during that week. These grab samples are to be mixed together and the final sample obtained from the composite. Samples should be collected from the sewage sludge being pumped into the truck or as the sewage sludge is being discharged from the truck.

Sewage Sludge Drying Beds - During the week that the composite sample is obtained, the permittee shall take a minimum of 4 grab samples from each bed finished during that week. These grab samples are to be mixed together and the final sample obtained from the composite.

Composting or Stock Piles - The permittee shall obtain a minimum of 8 grab samples from the pile of finished product. These grab samples are to be mixed together and the final sample obtained from the composite.

19. No single instantaneous grab sample of the final sewage sludge product shall exceed the values listed in Table 2 of the West Virginia Sewage Sludge Management Regulations (Title 47, Series 38D).

20. Sewage sludge shall not be land applied in a manner or in an amount that will cause the land application site(s) to exceed the maximum soil concentrations for the following heavy metals:

<u>Parameter</u>	<u>Maximum Allowable Limitations For Soils (mg/kg)</u>
Arsenic	5.7
Cadmium	1.4
Chromium	140.0
Copper	140.0
Lead	35.0
Mercury	2.0
Molybdenum	2.5
Nickel	28.0
Selenium	5.0
Zinc	350.0

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. WV0023299, dated the 10th day of February, 1995; with the plan of maintenance and method of operation thereof submitted with such application(s); and with any applicable rules and regulations promulgated by the Environmental Quality Board and the director of the Division of Environmental Protection.

Failure to comply with the terms and conditions of this permit, with the plans and specifications submitted with Permit Application No. WV0023299, dated the 10th day of February, 1995, 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 11, Chapter 22 of the Code of West Virginia.

This permit is issued in accordance with the provisions of Article 11, Chapter 22 of the Code of West Virginia and is transferable under the terms of Section 11 of said article.

By: Barbara J. Taylor
Chief

BST/jdm

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Summer Limitations (May 1 through October 31)

FACILITY NAME Nitro, City of; Sanitary Board
 LOCATION OF FACILITY Nitro, Kanawha/Putnam Counties
 PERMIT NUMBER WV0023299 OUTLET NO. 001
 WASTELOAD FOR MONTH OF 19

COMMERCIAL LABORATORY NAME
 COMMERCIAL LABORATORY ADDRESS

INDIVIDUAL PERFORMING ANALYSES

Parameter	Quantity			Other Units			Measurement Frequency	Sample Type		
	Minimum	Avg. Monthly	Max. Daily	Units	N.E.	Minimum			Avg. Monthly	Max. Daily
Flow, in	*****	*****	*****	***	**	*****				
Conduit or thru trmt.	*****	*****	*****	***	**	*****			MGD	**
plant 50050	*****	*****	*****	***	**	N/A	1.25	N/A		**
BOD, 5 day (20 Deg. C)	*****			lbs	**	*****			mg/l	**
00310	*****	208.5	417.0	day	**	N/A	20.0	40.0		**
Solids, Total	*****			lbs	**	*****				**
Suspended 00530	*****	312.8	625.5	day	**	N/A	30.0	60.0		**
Nitrogen, Ammonia	*****			lbs	**	*****				**
00610	*****	156.4	312.8	day	**	N/A	15.0	30.0		**
pH	*****	*****	*****	***	**	*****	*****	*****		**
00400	*****	*****	*****	***	**	*****	*****	*****		**
Coliform, Fecal General 74055	*****	*****	*****	***	**	6.0	N/A	9.0	Std. Units	**
Reported	MF	- - -	MPN	***	**	*****				**
Permit Limitation	Circle	Method	Used	***	**	N/A	200	400	Count per 100ml	**
Chlorine, Total Residual 50060	*****	*****	*****	***	**	*****				**
Reported	*****	*****	*****	***	**	*****				**
Permit Limitation	N/A	N/A	N/A	***	**	N/A	Report Only	Report Only	mg/l	**

I certify under penalty of law that this document and all attachments were prepared under my directions or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

Name of Principal Executive Officer

Title of Officer

Signature of Principal Executive Officer or Authorized Agent

Date Completed

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Summer Limitations (May 1 through October 31)

FACILITY NAME Nitro, City of; Sanitary Board
 LOCATION OF FACILITY Nitro, Kanawha/Putnam Counties
 PERMIT NUMBER WV0023299 OUTLET NO. 001
 WASTELOAD FOR MONTH OF _____ 19__

COMMERCIAL LABORATORY NAME
 COMMERCIAL LABORATORY ADDRESS
 INDIVIDUAL PERFORMING ANALYSES

Parameter	Quantity				Other Units				Measurement Frequency	Sample Type		
	Minimum	Avg. Monthly	Max. Daily	Units	N.E.	Minimum	Avg. Monthly	Max. Daily			Units	N.E.
Flow, in Conduit or thru trmt. plant 50050	*****	*****	*****	***	**	*****	*****	*****	MGD	**	Continuous	Measured
BOD, 5 day (20 Deg. C)	*****	*****	*****	***	**	*****	*****	*****	mg/l	**	Once/Week	8 Hour Composite
00310	N/A	208.5	417.0	lbs day	**	N/A	20.0	40.0		**	Once/Week	8 Hour Composite
Solids, Total	*****	*****	*****	lbs day	**	*****	*****	*****	mg/l	**	Once/Week	8 Hour Composite
Suspended 00530	N/A	312.8	625.5	lbs day	**	N/A	30.0	60.0		**	Once/Week	8 Hour Composite
Nitrogen, Ammonia	*****	*****	*****	lbs day	**	*****	*****	*****	mg/l	**	Once/Week	8 Hour Composite
00610	N/A	156.4	312.8	lbs day	**	N/A	15.0	30.0		**	Once/Week	8 Hour Composite
pH	*****	*****	*****	***	**	*****	*****	*****	Std. Units	**	Once/Week	Grab
00400	*****	*****	*****	***	**	*****	*****	*****		**	Once/Week	Grab
Coliform, Fecal	MF	---	MPN	***	**	*****	*****	*****	Count per 100ml	**	Once/Week	Grab
General 74055	Circle	Method	Used	***	**	*****	*****	*****		**	Once/Week	Grab
Chlorine, Total	*****	*****	*****	***	**	*****	*****	*****	mg/l	**	Once/Week	Grab
Residual 50060	N/A	N/A	N/A	***	**	N/A	Report Only	Report Only		**	Once/Week	Grab

I certify under penalty of law that this document and all attachments were prepared under my directions or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

Name of Principal Executive Officer

Title of Officer

Signature of Principal Executive Officer or Authorized Agent

Date Completed

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 DISCHARGE MONITORING REPORT

Summer Limitations (May 1 through October 31)

FACILITY NAME Nitro, City of; Sanitary Board
 LOCATION OF FACILITY Nitro, Kanawha/Putnam Counties
 PERMIT NUMBER WV0023299 OUTLET NO. 001
 WASTELOAD FOR MONTH OF _____ 19 _____

COMMERCIAL LABORATORY NAME
 COMMERCIAL LABORATORY ADDRESS
 INDIVIDUAL PERFORMING ANALYSES

Parameter	Quantity			Other Units			Measurement Frequency	Sample Type					
	Minimum	Avg. Monthly	Max. Daily	Units	N.E.	Minimum			Avg. Monthly	Max. Daily	Units	N.E.	
Cadmium, Total Recoverable 01113	Reported	*****	*****	***	**	*****			mg/l				
	Permit Limitation	N/A	N/A	***	**	N/A	0.045	0.067		**	Once/Month	8 Hour Composite	
Chromium, Hexavalent 01032	Reported	*****	*****	***	**	*****			mg/l				
	Permit Limitation	N/A	N/A	***	**	N/A	0.51	0.76		**	Once/Month	8 Hour Composite	
Lead, Total Recoverable 01114	Reported	*****	*****	***	**	*****			mg/l				
	Permit Limitation	N/A	N/A	***	**	N/A	0.11	0.16		**	Once/Month	8 Hour Composite	
Mercury, Total 71900	Reported	*****	*****	***	**	*****			mg/l				
	Permit Limitation	N/A	N/A	***	**	N/A	0.010	0.015		**	Once/Month	8 Hour Composite	
Zinc, Total Recoverable 01094	Reported	*****	*****	***	**	*****			mg/l				
	Permit Limitation	N/A	N/A	***	**	N/A	3.8	5.7		**	Once/Month	8 Hour Composite	
Copper, Total Recoverable 01119	Reported	*****	*****	***	**	*****			mg/l				
	Permit Limitation	N/A	N/A	***	**	N/A	0.56	0.84		**	Once/Month	8 Hour Composite	
Nickel, Total Recoverable 01074	Reported	*****	*****	***	**	*****			mg/l				
	Permit Limitation	N/A	N/A	***	**	N/A	6.1	9.2		**	Once/Month	8 Hour Composite	

I certify under penalty of law that this document and all attachments were prepared under my directions or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

Name of Principal Executive Officer _____
 Title of Officer _____
 Signature of Principal Executive Officer _____
 Officer or Authorized Agent _____

Date Completed

FACILITY NAME Nitro, City of; Sanitary Board
 LOCATION OF FACILITY Nitro, Kanawha/Putnam Counties
 PERMIT NUMBER WV0023299 OUTLET NO. 001
 WASTELOAD FOR MONTH OF _____ 19____
 COMMERCIAL LABORATORY NAME
 COMMERCIAL LABORATORY ADDRESS
 INDIVIDUAL PERFORMING ANALYSES

Parameter	Quantity			Other Units			Units	N.E.	Measurement Frequency	Sample Type
	Minimum	Avg. Monthly	Max. Daily	Minimum	Avg. Monthly	Max. Daily				
Toxicity, Acute, Pimephales	*****	*****	*****	*****	*****	*****	TU _A	**	Annually	8 Hour Composite
	N/A	N/A	N/A	N/A	2.5	2.5				
Promelas, 48 Hour Static, 61427, 2F	*****	*****	*****	*****	*****	*****	***	**	*****	*****
	*****	*****	*****	*****	*****	*****	***	**	*****	*****
	*****	*****	*****	*****	*****	*****	***	**	*****	*****
	*****	*****	*****	*****	*****	*****	***	**	*****	*****
Toxicity, Acute, Daphnia Magna or Pulex, 48 Hour Static 61425, 2F	*****	*****	*****	*****	*****	*****	TU _A	**	Annually	8 Hour Composite
	*****	*****	*****	*****	*****	*****				
	N/A	N/A	N/A	N/A	2.5	2.5				
	*****	*****	*****	*****	*****	*****				

I certify under penalty of law that this document and all attachments were prepared under my directions or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

Name of Principal Executive Officer _____
 Title of Officer _____
 Signature of Principal Executive Officer _____
 Officer or Authorized Agent _____
 Date Completed _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 Discharge Monitoring Report

Winter Limitations (November 1 through April 30)

FACILITY NAME Nitro, City of; Sanitary Board
 LOCATION OF FACILITY Nitro, Kanawha/Putnam Counties
 PERMIT NUMBER WV0023299 OUTLET NO. 001
 WASTELOAD FOR MONTH OF _____ 19__

COMMERCIAL LABORATORY NAME
 COMMERCIAL LABORATORY ADDRESS
 INDIVIDUAL PERFORMING ANALYSES

Parameter	Quantity				Other Units				Measurement Frequency	Sample Type	
	Minimum	Avg. Monthly	Max. Daily	Units	N.E.	Minimum	Avg. Monthly	Max. Daily			Units
Flow, in	*****	*****	*****	***	**	*****	*****	*****	MGD	**	
Conduit or thru trmt. plant 50050	*****	*****	*****	***	**	*****	*****	N/A		**	Continuous Measured
BOD, 5 day (20 Deg. C)	*****			lbs	**	*****				**	
00310	N/A	312.8	625.5	day	**	N/A	30.0	60.0		**	Once/Week 8 Hour Composite
Solids, Total	*****			lbs	**	*****				**	
00530	N/A	312.8	625.5	day	**	N/A	30.0	60.0		**	Once/Week 8 Hour Composite
Nitrogen, Ammonia	*****			lbs	**	*****				**	
00610	N/A	156.4	312.8	day	**	N/A	15.0	30.0		**	Once/Week 8 Hour Composite
pH	*****	*****	*****	***	**	*****	*****	*****	Std.	**	
00400	*****	*****	*****	***	**	*****	*****	*****	Units	**	Once/Week Grab
Coliform, Fecal General 74055	MF	---	MPN	***	**	*****	---	---	Count per 100ml	**	
Chlorine, Total, Residual 50060	Circle	Method	Used	***	**	*****	200	400	mg/l	**	Once/Week Grab
	N/A	N/A	N/A	***	**	*****	Report Only	Report Only		**	Once/Week Grab

Name of Principal Executive Officer _____ Date Completed _____

I certify under penalty of law that this document and all attachments were prepared under my directions or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.

Title of Officer _____ Signature of Principal Executive Officer or Authorized Agent _____

WRD 2A-82 STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 Winter Limitations(November 1 through April 30) DISCHARGE MONITORING REPORT

FACILITY NAME Nitro, City of; Sanitary Board COMMERCIAL LABORATORY NAME
 LOCATION OF FACILITY Nitro, Kanawha/Putnam Counties COMMERCIAL LABORATORY ADDRESS
 PERMIT NUMBER WV0023299 OUTLET NO. 001
 WASTELOAD FOR MONTH OF _____ 19 _____ INDIVIDUAL PERFORMING ANALYSES _____

Parameter	Quantity			Other Units			Measurement Frequency	Sample Type
	Minimum	Avg. Monthly	Max. Daily	Units	N.E.	Max. Daily		
Cadmium, Total Recoverable 01113	Reported	*****	*****	***	**		mg/l	
	Permit Limitation	N/A	N/A	***	**	0.067		Once/Month Composite
Chromium, Hexavalent 01032	Reported	*****	*****	***	**		mg/l	
	Permit Limitation	N/A	N/A	***	**	0.76		Once/Month Composite
Lead, Total Recoverable 01114	Reported	*****	*****	***	**		mg/l	
	Permit Limitation	N/A	N/A	***	**	0.16		Once/Month Composite
Mercury, Total 71900	Reported	*****	*****	***	**		mg/l	
	Permit Limitation	N/A	N/A	***	**	0.015		Once/Month Composite
Zinc, Total Recoverable 01094	Reported	*****	*****	***	**		mg/l	
	Permit Limitation	N/A	N/A	***	**	5.7		Once/Month Composite
Copper, Total Recoverable 01119	Reported	*****	*****	***	**		mg/l	
	Permit Limitation	N/A	N/A	***	**	0.84		Once/Month Composite
Nickel, Total Recoverable 01074	Reported	*****	*****	***	**		mg/l	
	Permit Limitation	N/A	N/A	***	**	9.2		Once/Month Composite
Name of Principal Executive Officer							Date Completed	
I certify under penalty of law that this document and all attachments were prepared under my directions or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.							Signature of Principal Executive Officer or Authorized Agent	
Title of Officer								

SEWAGE SLUDGE MANAGEMENT REPORT

FACILITY NAME Nitro, City of YEAR _____ PERMIT NUMBER WV0023299
ADDRESS Post Office Box 607 MONTH _____ MONITORING FREQUENCY 1/Quarter
CITY Nitro ZIP 25143 LAST SAMPLE DATE _____ RESULTS ATTACHED YES/NO

Description of Pathogen Reduction Method:

Description of Vector Attraction Reduction Method:

Total sludge generated this report period: (dry tons) _____ Disposal Method _____
Sludge Generated this year to date: (dry tons) _____ Name of Landfill _____
Amount of domestic septage received: (gallons) _____ Percent Solids _____

I certify under penalty of law that the management practices, vector attraction reduction requirements, and the pathogen reduction requirements of Federal regulations 40 CFR Part 503 and state sludge regulations Title 47 Series 38D have been met. This determination has been made under my direction and supervision in accordance with the system designed to ensure that qualified personnel properly gather and evaluate the information used to determine that these requirements have been met.

I also certify that this document and all the attachments were prepared under my direction or supervision, and that this information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for false certification including the possibility of fine and imprisonment.

OFFICIAL _____ TITLE _____
SIGNATURE _____ DATE _____

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 SEWAGE SLUDGE MONITORING REPORT

FACILITY NAME Nitro, City of; Sanitary Board
 LOCATION OF FACILITY Nitro, Kanawha/Putnam Counties
 PERMIT NUMBER WV0023299

COMMERCIAL LABORATORY NAME
 COMMERCIAL LABORATORY ADDRESS

RESULTS FOR MONTH(S) OF 19

INDIVIDUAL PERFORMING ANALYSES

Parameter	Quantity		Other Units				Measurement Frequency	Sample Type
	Minimum	Maximum	Average	Minimum	Average	Maximum		
Arsenic 61521 ✓	Reported	*****	*****	*****	*****	*****		
	Permit Limitation	*****	*****	N/A	*****	41.0	mg/kg	1/Quarter 1 wk.comp
Cadmium 78476 ✓	Reported	*****	*****	*****	*****	*****		
	Permit Limitation	*****	*****	N/A	*****	10.0	mg/kg	1/Quarter 1 wk.comp
Chromium 78473 ✓	Reported	*****	*****	*****	*****	*****		
	Permit Limitation	*****	*****	N/A	*****	1000.0	mg/kg	1/Quarter 1 wk.comp
Copper 78475 ✓	Reported	*****	*****	*****	*****	*****		
	Permit Limitation	*****	*****	N/A	*****	1000.0	mg/kg	1/Quarter 1 wk.comp
Lead 78468 ✓	Reported	*****	*****	*****	*****	*****		
	Permit Limitation	*****	*****	N/A	*****	250.0	mg/kg	1/Quarter 1 wk.comp
Mercury 78471 ✓	Reported	*****	*****	*****	*****	*****		
	Permit Limitation	*****	*****	N/A	*****	10.0	mg/kg	1/Quarter 1 wk.comp
Molybdenum 78465 ✓	Reported	*****	*****	*****	*****	*****		
	Permit Limitation	*****	*****	N/A	*****	18.0	mg/kg	1/Quarter 1 wk.comp
Name of Principal Executive Officer		I certify under penalty of law that this document and all attachments were prepared under my directions or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.						Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent						

STATE OF WEST VIRGINIA
 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
 SEWAGE SLUDGE MONITORING REPORT

FACILITY NAME Nitro, City of; Sanitary Board
 LOCATION OF FACILITY Nitro, Kanawha/Putnam Counties
 PERMIT NUMBER WV0023299
 COMMERCIAL LABORATORY NAME
 COMMERCIAL LABORATORY ADDRESS
 INDIVIDUAL PERFORMING ANALYSES
 RESULTS FOR MONTH(S) OF 19

Parameter	Quantity		Other Units		Measurement Frequency	Sample Type
	****	*****	Average	Maximum		
Nickel 78469	Reported	*****	*****	*****		
	Permit Limitation	*****	*****	*****	mg/kg	1 wk.comp
Selenium 49031	Reported	*****	*****	*****		
	Permit Limitation	*****	*****	*****	mg/kg	1 wk.comp
Zinc 78467	Reported	*****	*****	*****		
	Permit Limitation	*****	*****	*****	mg/kg	1 wk.comp
pH 00400	Reported	*****	*****	*****	Std. Units	
	Permit Limitation	*****	*****	*****	Monitor	1 wk.comp
Percent Solids 61553	Reported	*****	*****	*****	Per-cent	
	Permit Limitation	*****	*****	*****	Monitor	1 wk.comp
Magnesium 00924	Reported	*****	*****	*****	mg/kg	
	Permit Limitation	*****	*****	*****	Monitor	1 wk.comp
Potassium 78472	Reported	*****	*****	*****	mg/kg	
	Permit Limitation	*****	*****	*****	Monitor	1 wk.comp
Name of Principal Executive Officer						Date Completed
<p>I certify under penalty of law that this document and all attachments were prepared under my directions or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.</p>						
Title of Officer						Signature of Principal Executive Officer or Authorized Agent

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

SEWAGE SLUDGE MONITORING REPORT

FACILITY NAME Nitro, City of; Sanitary Board

LOCATION OF FACILITY Nitro, Kanawha/Putnam Counties

PERMIT NUMBER WV0023299

COMMERCIAL LABORATORY NAME

COMMERCIAL LABORATORY ADDRESS

RESULTS FOR MONTH(S) OF

19

INDIVIDUAL PERFORMING ANALYSES

Parameter	Quantity		Other Units			Measurement Frequency	Sample Type	
	Reported	Permit Limitation	Minimum	Average	Maximum			Units
Phosphorus 78478	*****	*****	*****					
Calcium 00917	*****	*****	*****	N/A	Monitor	mg/kg	1/Quarter 1 wk.comp	
Organic Nitrogen 00000	*****	*****	*****	N/A	Monitor	mg/kg	1/Quarter 1 wk.comp	
Ammonia Nitrogen 82294	*****	*****	*****	N/A	Monitor	mg/kg	1/Quarter 1 wk.comp	
Total Nitrogen 78470	*****	*****	*****	N/A	Monitor	mg/kg	1/Quarter 1 wk.comp	
Fecal Coliform 00000	MPN	MPN	*****					
	Circle	Method	*****	Monitor	Monitor	Col/g	1/Quarter grab	
	Reported							
	Permit Limitation							
Name of Principal Executive Officer			I certify under penalty of law that this document and all attachments were prepared under my directions or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations.					Date Completed
Title of Officer			Signature of Principal Executive Officer or Authorized Agent					

**DIVISION OF ENVIRONMENTAL PROTECTION**1201 Greenbrier Street
Charleston, WV 25311-1088GASTON CAPERTON
GOVERNORLAIDLEY ELI McCOY, Ph.D.
DIRECTOR**NOTICE TO PERMITTEES**

The 1989 regular session of the West Virginia legislature revised the Water Pollution Control Act, Chapter 20, Article 5A of the West Virginia Code by adding Section 6a, now Chapter 22, Article 11, Section 10. This section of the Code requires all holders of a State water pollution control permit or a national pollutant discharge elimination system permit to be assessed an annual permit fee, based upon regulations promulgated by the Director of the Division of Natural Resources. The Director promulgated regulations to this effect and the current regulations have an effective date of July 1, 1993. The regulations establish an annual permit fee based upon the relative potential to degrade the waters of the State which, in most instances, relate to volume of discharge. However, for sewage facilities, the annual permit fee is based upon the number of customers served by the facility. You may contact the Secretary of State's Office, State Capitol Building, Charleston, West Virginia 25305, to obtain a copy of the regulations. The reference is Title 47, Legislative Rules of Department of Natural Resources, Series 26 Water Pollution Control Permit Fee Schedule.

Based upon the volume of discharge for which your facility is currently permitted or operating at, the number of customers served by your facility or for the category you fall within, pursuant to Section 7 of Title 47, Series 26, your annual permit fee is \$1,750. This fee is due no later than the anniversary date of permit issuance in each year of the term of the permit or in the case of coverage under a general permit, the fee is due no later than the anniversary date of your coverage under the general permit. You will be invoiced by this agency at the appropriate time for the fee. Failure to submit the annual fee within one hundred and eighty(180) days of the due date will render your permit void.

RIGHT OF APPEAL

Notice is hereby given of your right to appeal the terms and conditions of this permit which you are aggrieved by to the Environmental Quality Board by filing a NOTICE OF APPEAL on the form prescribed by the Board for this purpose, with the Board, in accordance with the provisions of Chapter 22, Article 11, Section 21 of the Code of West Virginia within thirty(30) days after the date of receipt of the above permit.

**EMERGENCY RESPONSE SPILL ALERT SYSTEM
WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION**

REQUIREMENTS:

Title 47, Series 11, Section 2 of the West Virginia Legislative Rules, Environmental Protection, Water Resources - Waste Management, Effective July 1, 1994.

RESPONSIBILITY FOR REPORTING:

Each and every person who may cause or be responsible for any spill or accidental discharge of pollutants into the waters of the State shall give immediate notification to the Office of Water Resources' Emergency Notification Number, 1-800-642-3074. Such notification shall set forth insofar as possible and as soon thereafter as practical the time and place of such spill or discharge, type or types and quantity or quantities of the material or materials therein, action or actions taken to stop such spill or discharge and to minimize the polluting effect thereof, the measure or measures taken or to be taken in order to prevent a recurrence of any such spill or discharge and such additional information as may be requested by the Office of Water Resources. This also applies to spills to the waters of the State resulting from accidents to common carriers by highway, rail and water.

It shall be the responsibility of each industrial establishment or other entity discharging directly to a stream to have available the following information pertaining to those substances that are employed or handled in its operation in sufficiently large amounts as to constitute a hazard in case of an accidental spill or discharge into a public stream:

- (1) Potential toxicity in water to man, animals and aquatic life;
- (2) Details on analytical procedures for the quantitative estimation of such substances in water and
- (3) Suggestions on safeguards or other precautionary measures to nullify the toxic effects of a substance once it has gotten into a stream.

Failure to furnish such information as required by Section 14, Article 11, Chapter 22, Code of West Virginia may be punishable under Section 24, Article 11, Chapter 22, and/or Section 22, Article 11, Chapter 22, Code of West Virginia.

It shall be the responsibility of any person who causes or contributes in any way to the spill or accidental discharge of any pollutant or pollutants into State waters to immediately take any and all measures necessary to contain such spill or discharge. It shall further be the responsibility of such person to take any and all measures necessary to clean-up, remove and otherwise render such spill or discharge harmless to the waters of the State.

When the Chief determines it necessary for the effective containment and abatement of spills and accidental discharges, the Chief may require the person or persons responsible for such spill or discharge to monitor affected waters in a manner prescribed by the Chief until the possibility of any adverse effect on the waters of the State no longer exists.

VOLUNTARY REPORTING BY LAW OFFICERS, U. S. COAST GUARD, LOCK MASTERS AND OTHERS:

In cases involving river and highway accidents where the responsible party may or may not be available to report the incident, law officers, U. S. Coast Guard, Lock Masters and other interested person(s) should make the report.

WHO TO CONTACT:

Notify the following number: 1-800-642-3074.

INFORMATION NEEDED:

- | | |
|--|---------------------------------------|
| - Source of spill or discharge | - Personnel at the scene |
| - Location of incident | - Actions initiated |
| - Time of incident | - Shipper/Manufacturer identification |
| - Material spilled or discharged | - Railcar/Truck identification number |
| - Amount spilled or discharged | - Container type |
| - Toxicity of material spilled or discharged | |

COMMISSIONERS
STEPHEN HODGES
JAMES H. CARUTHERS, JR.
CLINTON E. BEAVER

Putnam County Commission

3385 WINFIELD ROAD
WINFIELD, WV 25213

PHONE: 586-0201
586-0211
FAX: 586-0239

October 22, 1997

Nitro Sanitary Board
Nitro City Hall
P.O. Box 308
Nitro, WV 25143
ATTN: Connie Stephens

Dear Ms. Stephens:

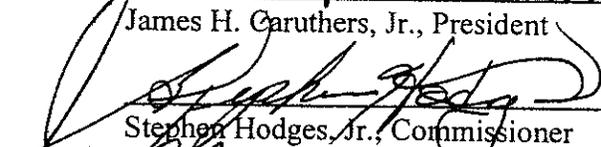
In response to your request for assistance on the Poca River Sewer Project, the Putnam County Commission will grant the amount of \$40,000.00. This grant is contingent on the following conditions:

1. Proof of contributions from River Valley Homeowners for \$10,000.00; Robert Duff for \$20,000.00 and Kay Lee for \$15,000.00;
2. Proof of contributions from 300 residents at \$200.00 each;
3. Putnam County grant will be applied toward construction cost;
4. Proof of entire project funding commitment before Putnam County grant drawdown is submitted.

We also request certification of project completion. We support your efforts and wish you success with the project. Please feel free to contact us if you have any questions.

Sincerely,


James H. Caruthers, Jr., President


Stephen Hodges, Jr., Commissioner


Clinton E. Beaver, Commissioner

PCC:bb

\$2,050,000
THE CITY OF NITRO, WEST VIRGINIA
SEWERAGE SYSTEM REVENUE BONDS
SERIES 2000 A

GENERAL CERTIFICATE OF:

1. TERMS
2. NO LITIGATION
3. SALE OF BONDS; SIGNATURES
4. DELIVERY AND PAYMENT
5. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
6. MEETINGS
7. INCUMBENCY AND OFFICIAL NAME
8. CERTIFICATIONS
9. SPECIMEN BOND
10. CONFLICT OF INTEREST
11. CERTIFICATION OF COPIES OF DOCUMENTS
12. RATES
13. GOVERNMENTAL APPROVALS AND BIDDING
14. BOND PROCEEDS
15. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE
16. CLEAN WATER ACT
17. LAND AND RIGHTS-OF-WAY
18. BOND PURCHASE AGREEMENT
19. INSURANCE
20. GRANTS

We, the undersigned MAYOR and the undersigned RECORDER of the City of Nitro, West Virginia (the "City"), and the undersigned Attorney for the Sanitary Board, hereby certify in connection with the \$2,050,000 aggregate principal amount of the City of Nitro, West Virginia Sewerage System Revenue Bonds, Series 2000 A (the "Series 2000 A Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this Certificate and not otherwise defined herein shall have the same meanings as in the Ordinance of the City, enacted by the Council of the City on June 13, 2000, and effective on June 27, 2000, and a Supplemental Resolution adopted by the Council of the City on June 27, 2000 (collectively, the "Ordinance") and the Bond Purchase Agreement entered into among the City, the West Virginia Water Development Authority and the West Virginia Division of Environmental Protection, dated May 12, 2000 (the "Bond Purchase Agreement").

2. NO LITIGATION: No controversy or litigation of any nature is now pending, or, to the knowledge of any of the undersigned, threatened, restraining, enjoining, or affecting in any manner the issuance and delivery of the Series 2000 A Bonds; the acquisition and construction of the Project; or the collection of the gross revenues of the sewerage system (the "System") or the pledge of the Net Revenues to the payment of the principal of and interest on the Series 2000 A Bonds; nor questioning the proceedings and authority by which the City authorized the issuance and sale of the Series 2000 A Bonds; nor questioning the validity or enforceability of the Series 2000 A Bonds, the Ordinance or the Bond Purchase Agreement or any agreement or instrument relating thereto, used or contemplated by the Bond Purchase Agreement; nor questioning the valid existence of the City, or the Sanitary Board, or the authority or titles of the Mayor, Recorder, the members of the Council or the Sanitary Board, and other officials of the City to their respective offices; nor questioning any proceeding, procedure, action, or thing followed, taken, or done in connection with the Series 2000 A Bonds.

3. SALE OF SERIES 2000 A BONDS; SIGNATURES: The Series 2000 A Bonds were sold to the West Virginia Water Development Authority (the "Authority") at an agreed purchase price of \$2,050,000. As of the date hereof, the Series 2000 A Bonds were signed by the manual signature of the Mayor, and the official seal of the City, which seal is impressed upon this Certificate, was impressed thereon and attested by the manual signature of the City Recorder.

4. DELIVERY AND PAYMENT: The undersigned Mayor did, on the date hereof, deliver to the Authority, the entire issue of the Series 2000 A Bonds, as one bond numbered AR-1. Payment of the proceeds of the Series 2000 A Bonds in the amount of \$161,146 shall be advanced on the date hereof, and the balance of the proceeds shall be disbursed to the Issuer as set forth in the Bond Purchase Agreement.

5. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the City or the Sanitary Board since the approval, execution and delivery of the Bond Purchase Agreement. There are outstanding obligations of the City which will rank on a parity with the Series 2000 A Bonds as to liens, pledge and source of and security for payment, being the Prior Bonds. The City has obtained (i) a certificate of an Independent Certified Public Accountant stating that the parity tests of the Prior Bonds are met and (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2000 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the City which are secured by revenues or assets of the System.

6. MEETINGS: All actions, ordinances, resolutions, orders and agreements taken by and entered into by or on behalf of the City in any way connected with the issuance of the Series 2000 A Bonds, the construction and financing of the Project and the operation of the System were authorized or adopted at meetings of the Council of the City duly and regularly called and held pursuant to the City Charter and Rules of Procedure of the Council of the City and all applicable statutes, including Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly elected, qualified and acting members of the Council was

and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

7. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the City is the "City of Nitro" and it is a municipal corporation of the State of West Virginia, in Kanawha and Putnam Counties of said State. The names and dates of commencement and termination of current terms of office of the Mayor, Recorder, members of Council are as follows:

City Council

Name	Office	Date Term of Office Began	Date Term of Office Ends
Rusty Casto	Mayor	July 1, 1996	June 30, 2000
Herb Sibley	Recorder	July 1, 1996	June 30, 2000
Don Karnes	Recorder	November 1, 1996	June 30, 2000
Steven E. West	Councilman	July 1, 1996	June 30, 2000
Robert Mattox	Councilman	July 1, 1996	June 30, 2000
Richard Savilla	Councilman	July 1, 1996	June 30, 2000
Robert Young	Councilman	July 1, 1996	June 30, 2000
David Miller	Councilman	July 1, 1996	June 30, 2000
George Atkins	Councilman	July 1, 1996	June 30, 2000
Frank Grover, Jr.	Councilman	July 1, 1996	June 30, 2000

The duly elected or appointed members of the Sanitary Board are:

Rusty Casto	Chairman
Gary Creech	Member
Joseph Brewer	Member
B. S. Saluja	Engineer Member

The duly appointed and acting City Attorney is Philip D. Gaujot, Attorney at Law, Cross Lanes, West Virginia. The duly appointed and acting Attorney for the Sanitary Board is Dennis R. Vaughan, Jr., Vaughan Law Firm, Charleston, West Virginia.

8. CERTIFICATIONS: (1) the City has duly performed all of its obligations to be performed at or prior to the Closing and each of the City's representations and warranties contained in the Bond Purchase Agreement is true as of the Closing; (2) the City has authorized, by all necessary action, the execution, delivery, receipt, and due performance of the Series 2000 A Bonds, the Ordinance and any and all such other agreements and documents as may be required to be enacted, adopted, executed, delivered, and received by the City in order to carry out, give effect to, and consummate the transactions contemplated by the Bond Purchase Agreement; and (3) the enactment and due performance of the Ordinance and the execution,

delivery, receipt and due performance of the Series 2000 A Bonds and the other agreements contemplated by the Bond Purchase Agreement, under the circumstances contemplated thereby, and the City's compliance with the provisions thereof, will not conflict with or constitute on the City's part a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, lease or other instrument to which the City is subject or by which the City is or may be bound.

9. SPECIMEN BOND: Attached hereto as Exhibit A is a specimen of the Series 2000 A Bond which, except as to execution and authentication, is identical in all respects to such Series 2000 A Bond this day delivered to the Authority and being substantially in the form prescribed in the Ordinance.

10. CONFLICT OF INTEREST: No councilmember, officer or employee of the City has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the City and the sale of any land, materials, supplies or services to the City, or to any contractor supplying the City, relating to the Project, the Series 2000 A Bonds, the Ordinance or the Bond Purchase Agreement, 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.

11. 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 Purchase Agreement
- Bond Ordinance
- Supplemental Resolution
- PSC Certificate of Convenience and Necessity
- City Charter
- Oaths of Office of Council Members
- Minutes of Council Meetings of February 15, 2000, June 13, 2000 and June 27, 2000
- Approval of the Project from the West Virginia Infrastructure and Jobs Development Council
- Ordinance Creating Sanitary Board
- Petition of Sanitary Board
- NPDES Permit
- Evidence of Putnam County Commission Grant
- Consent from WDA for Parity Bonds
- Financing Statements

12. RATES: The Issuer has duly enacted a sewer rate ordinance on June 15, 1999, setting rates and charges for services of the System. The time for appeal of such rate ordinance has expired and there has been no appeal thereof. The rates and charges of such rate ordinance were effective July 30, 1999, and remain in full force and effect.

13. GOVERNMENTAL APPROVALS AND BIDDING. All applicable approvals, permits and certificates required by law for the construction of the Project, the operation of the System and the issuance of the Series 2000 A Bonds, including, without limitation, the issuance of a certificate of convenience and necessity by the Public Service Commission of West Virginia, have been obtained and remain in full force and effect. Competitive bids, compatible with the plan of financing as described in the application to the Authority, have been obtained in accordance with the provisions of Chapter 5, Article 22 of the West Virginia Code, and such bids remain in full force and effect.

14. BOND PROCEEDS: On the date hereof, the Issuer received \$161,146 from the Authority and the DEP, being a portion of the principal amount of the Series 2000 A Bonds and more than a de minimis amount of the proceeds of the Series 2000 A Bonds. The balance of the principal amount of the Series 2000 A Bonds will be advanced to the Issuer as the construction of the Project progresses.

15. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE. Upon enactment of the Ordinance, an abstract of the ordinance and notice of public hearing was published as a Class II legal advertisement in *The Charleston Gazette*, a newspaper of general circulation within the City of Nitro, the first publication of which occurred not less than 10 days prior to the public hearing. At such public hearing the governing body heard the comments of all persons relating to the construction of the Project and the issuance of the Series 2000 A Bonds. No petition was filed with the governing body opposing the construction of the Project or the issuance of the Series 2000 A Bonds. The Ordinance became effective as of the date of such public hearing and remains in full force and effect.

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

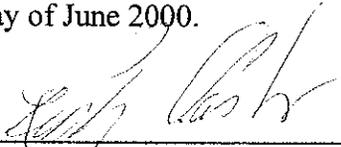
17. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the construction of the Project and the operation and maintenance of the System have been acquired or can and will be acquired by purchase or, if necessary, by condemnation by the Issuer, and are adequate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

18. BOND PURCHASE AGREEMENT: As of the date hereof, (i) the representations of the Issuer contained in the Bond Purchase Agreement are true and correct in all material respects as if made on the date hereof; (ii) the Bond Purchase Agreement does not make 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 of the knowledge of the undersigned, no event affecting the Issuer has occurred since the date of the Bond Purchase Agreement which should be disclosed for the purpose for which it is to used or which is necessary to disclose therein in order to make the statements and information therein not misleading; and (iv) the Issuer is in compliance with the Bond Purchase Agreement.

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

20. GRANTS: The grant from the Putnam County Commission in the amount of \$40,000 is in full force and effect. The Issuer has also received user contributions in the amount of \$25,000 for the Project.

Witness our signatures and the official corporate seal of the City of Nitro, all as of the 28th day of June 2000.



Mayor



Recorder



Sanitary Board Attorney

(SEAL)

\$2,050,000
THE CITY OF NITRO, WEST VIRGINIA
SEWERAGE SYSTEM REVENUE BONDS
SERIES 2000 A

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

United National Bank
Charleston, West Virginia 25301

Ladies and Gentlemen:

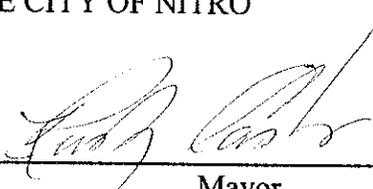
We herewith hand to you Bond No. AR-1, constituting the entire original issue of the City of Nitro Sewerage System Revenue Bonds, Series 2000 A, dated June 28, 2000, (the "Bonds") executed by the Mayor and Recorder of the City of Nitro (the "Issuer") and bearing the official seal of the Issuer. The Bonds are authorized to be issued under and pursuant to an Ordinance passed by the Issuer on June 13, 2000, and effective June 27, 2000, a Supplemental Resolution adopted by the Issuer on June 27, 2000 (collectively, the "Ordinance").

You are hereby requested and authorized, pursuant to the Ordinance, to authenticate, register and deliver the Bonds to the West Virginia Water Development Authority, as Original Purchaser thereof.

Dated this 28th day of June 2000.

THE CITY OF NITRO

By



Mayor

CITY OF NITRO
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Mayor of the City of Nitro in Kanawha and Putnam Counties, West Virginia (the "Issuer"), being one of the officials of the Issuer duly charged with the responsibility for the issuance of \$2,050,000 Sewerage System Revenue Bonds, Series 2000 A, of the Issuer, dated June 28, 2000 (the "Bonds"), hereby certify as follows:

1. I am one of the officers of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Ordinance duly passed by the Issuer on June 13, 2000, effective June 27, 2000, as supplemented by the Supplemental Resolution duly adopted by the Issuer on June 27, 2000 (collectively, the "Bond Ordinance"), authorizing the Bonds.

2. This certificate may be relied upon as the certificate of the Issuer.

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on June 28, 2000, the date on which the Bonds are being physically delivered in exchange for an initial advance of \$161,146, being a portion of the principal amount of the Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Ordinance pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority") or the West Virginia Division of Environmental Protection (the "DEP") or the West Virginia Infrastructure and Jobs Development Council, as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer

hereby covenants to take all actions necessary to comply with such covenant.

5. The Bonds were sold on June 28, 2000, to the Authority, pursuant to a bond purchase agreement dated May 12, 2000, by and among the Issuer, the Authority and the DEP, for an aggregate purchase price of \$2,050,000 (100% of par), at which time, the Issuer received \$161,146 from the Authority and the DEP, being the first advance of the principal amount of the Bonds. No accrued interest has been or will be paid on the Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance of the Bonds and related costs.

7. The Issuer has already entered or shall simultaneously with the delivery of the Bonds enter into agreements which require the Issuer to expend in excess of \$100,000 on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds constituting capitalized interest, if any, and proceeds deposited in the Reserve Account for the Bonds, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before June 2001. The acquisition and construction of the Project is expected to be completed by June 2001.

8. The total cost of the Project financed from the proceeds of the Bonds is estimated at \$2,159,000. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Bonds	\$2,050,000
Putnam County Commission Grant	\$ 40,000
User Contributions	<u>\$ 25,000</u>
Total Sources	<u>\$2,115,000</u>

USES

Costs of Project	\$2,090,000
Costs of Issuance	<u>25,000</u>
Total Uses	<u>\$2,115,000</u>

9. Pursuant to Article IV of the Bond Ordinance, the following special funds or accounts have been created (or continued pursuant to the Prior Ordinances):

- (1) Revenue Fund;
- (2) Renewal and Replacement Fund;
- (3) Bond Construction Trust Fund;
- (4) Series 1995A Bonds Sinking Fund;
- (5) Series 1995A Bonds Reserve Account;
- (6) Series 1996 A Bonds Sinking Fund;
- (7) Series 1996 A Bonds Reserve Account;
- (8) Series 2000 A Bonds Sinking Fund; and
- (9) Series 2000 A Bonds Reserve Account.

10. Pursuant to Article V of the Bond Ordinance, the proceeds of the Bonds will be deposited in the Bond Construction Trust Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Bonds and related costs.

11. Moneys held in the Series 2000 A Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on moneys in the Series 2000 A Bonds Sinking Fund and Series 2000 A Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2000 A Bonds Construction Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Ordinance.

12. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within 12 months of the date hereof.

13. The Issuer will take such steps as requested by the Authority to ensure that the Authority's bonds meet the requirements of the Code.

14. With the exception of the amount deposited in the Series 2000 A Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2000 A Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 12 months from the date of issuance thereof.

15. The Issuer does not expect to sell or otherwise dispose of the Project in whole or in part prior to the last maturity date of the Bonds.

16. The amount designated as costs of issuance of the Bonds consists only of costs which are directly related to and necessary for the issuance of the Bonds.

17. All property financed with the proceeds of the Bonds will be owned and held by (or on behalf of) a qualified governmental unit.

18. No proceeds of the Bonds will be used, directly or indirectly, in any trade or business carried on by any person who is not a governmental unit.

19. The original proceeds of the Bonds will not exceed the amount necessary for the purposes of the issue.

20. The Issuer shall use the Bond proceeds solely for the costs of the Project, and the Project will be operated solely for a public purpose as a local governmental activity of the Issuer.

21. The Bonds are not federally guaranteed.

22. The Issuer has retained the right to amend the Bond Ordinance authorizing the issuance of the Bonds if such amendment is necessary to assure that the Bonds remain governmental bonds.

23. The Issuer has either (a) funded the Series 2000 A Bonds Reserve

Account at the maximum amount of principal and interest, if any, which will mature and become due on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2000 A Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2000 A Bonds Reserve Account hold an amount equal to the maximum amount of principal and interest, if any, which will mature and become due on the Bonds in the then current or any succeeding year. Moneys in the Series 2000 A Bonds Reserve Account and the Series 2000 A Bonds Sinking Fund will be used solely to pay principal of and interest, if any, on the Bonds and will not be available to pay costs of the Project.

24. There are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Bonds, (b) are to be sold pursuant to a common plan of financing together with the Bonds and (c) will be paid out of substantially the same sources of funds of funds or will have substantially the same claim to be paid out of substantially the same sources of funds as the Bonds.

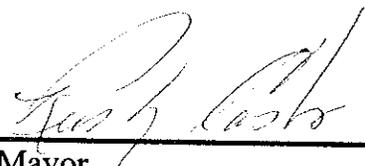
25. To the best of my knowledge, information and belief, there are no other facts, estimates and circumstances which would materially change the expectations herein expressed.

26. The Issuer will comply with instructions as may be provided by the Authority, at any time, regarding use and investment of proceeds of the Bonds, rebates and rebate calculations.

27. To the best of my knowledge, information and belief, the foregoing expectations are reasonable.

WITNESS my signature on this 28th day of June, 2000.

CITY OF NITRO



Mayor

CITY OF NITRO
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A

CERTIFICATE OF CONSULTING ENGINEER

I, Ashok Sanghavi, Registered Professional Engineer, West Virginia License No. 6177, of S&S Engineers, Inc., Consulting Engineers, Charleston, West Virginia, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the existing sewerage system (the "System") of the City of Nitro (the "Issuer"), to be constructed primarily in Putnam County, West Virginia, which acquisition and construction are being permanently financed in part by the above-captioned bonds (the "Bonds") of the Issuer. All capitalized words used herein and not defined herein shall have the same meaning set forth in the Bond Ordinance adopted by the Issuer on June 13, 2000, and effective June 27, 2000 (the "Ordinance"), and the Bond Purchase Agreement by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Division of Environmental Protection (the "DEP"), dated May 12, 2000 (the "Bond Purchase Agreement").

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

3. To the best of my knowledge, information and belief (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP, and any change orders approved by the Issuer, the DEP and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least 35 years, if properly operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids

for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule A attached hereto as Exhibit A, and in reliance upon the legal opinion of Dennis R. Vaughan, Jr., Esquire, of even date herewith, all successful bidders 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 for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) in reliance upon the certificate of Ralph W. Laton, CPA, of even date herewith, as of the effective date thereof, the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Bond Purchase Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; and (xi) attached hereto as Exhibit A is the final amended "Schedule A - Estimated Cost of Project; Sources of Funds and Cost of Financing" for the Project.

WITNESS my signature and seal on this 28th day of June, 2000.

[SEAL]



S&S ENGINEERS, INC.

A handwritten signature in cursive script that reads "Ashok Sanghavi".

Ashok Sanghavi, P.E.
West Virginia License No. 6177

SCHEDULE A

City of Nitro

NAME OF GOVERNMENTAL AGENCY: Poca River Road Sewer Extensions

ESTIMATED COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING

A. Cost of Project

1.	Construction	\$	<u>1,691,990</u>	
2.	Technical Services	\$	<u>262,500</u>	
3.	Legal and Fiscal	\$	<u>20,000</u>	
4.	Administrative Accounting	\$	<u>10,000</u>	
* 5.	Site and Other Lands	\$	<u>15,000</u>	
**6.	Fac. Plan/Design or Other Loan			
	Repayment (Specify Type: _____)	\$	<u>-0-</u>	
	_____)	\$	<u>-0-</u>	
1.	Interim Financing Costs	\$	<u>-0-</u>	
2.	Contingency	\$	<u>90,510</u>	
3.	Total of Lines 1 Through 8			\$ <u>2,090,000</u>

B. Sources of Funds

10.	Federal Grants: ¹	\$	_____	
	(Specify Sources) _____	\$	_____	
11.	State Grants: ¹	\$	_____	
	(Specify Sources) _____	\$	_____	
12.	Other Grants: ¹	\$	<u>40,000</u>	
	(Specify Sources) <u>County Commission</u>	\$	<u>25,000</u>	
	<u>User Contributions</u>	\$	_____	
13.	Any Other Source ²	\$	_____	
	(Specify) _____	\$	_____	
14.	Total of Lines 10 Through 13			\$ <u>65,000</u>
15.	Net Proceeds Required from Bond Issue (Line 9 minus Line 14)			\$ <u>2,025,000</u>

C. Cost of Financing

16.	Capitalized Interest	\$	_____	
	(Construction period plus six months)			
17.	Funded Reserve Account: ³	\$	_____	
18.	Other Costs: ⁴ - Bond Counsel	\$	<u>25,000</u>	
		\$	_____	
19.	Total Cost of Financing (lines 16 - 18)	\$	_____	
20.	Size of Bond Issue (Line 15 plus Line 19)			\$ <u>2,050,000</u>

* not allowable for State Revolving Fund Assistance

** WDA loans are not allowable

[Signature]
Signature of Applicant

[Signature]
Signature of Consulting Engineer

Date May 30, 2000

Date 5/25/00

\$2,050,000
THE CITY OF NITRO, WEST VIRGINIA
SEWERAGE SYSTEM REVENUE BONDS
SERIES 2000 A

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 28th day of June, 2000, by and between the CITY OF NITRO, a municipal corporation and a political subdivision of the State of West Virginia (the "Issuer"), and UNITED NATIONAL BANK, a national banking association, as bond registrar and authenticating agent (the "Registrar").

WHEREAS, the Issuer has contemporaneously with the execution hereof issued and sold the bonds described above (the "Bonds"); and

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 Ordinance enacted by the Issuer on June 13, 2000, effective June 27, 2000, and a Supplemental Resolution adopted by the Issuer on June 27, 2000, authorizing issuance of the Bonds (collectively herein the "Ordinance"), copies of which are respectively attached as Exhibits A and B hereto and incorporated herein by reference; and

WHEREAS, the Ordinance appoints United National Bank to act as Registrar for the Bonds;

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 Ordinance, 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 exclusion of interest on the Bonds from gross income for federal income tax purposes, 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 hereunder provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Ordinance with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Ordinance, the terms of the Ordinance 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 Ordinance will violate any order, decree or agreement to which it is a party or by which it is bound.

7. The Registrar may resign as Registrar at any time by giving at least 60 days written notice to the Issuer. The Registrar may be removed as Registrar at any time by an instrument filed with the Registrar and signed by the Issuer.

Notices shall be delivered to the parties at the following addresses:

ISSUER:

City of Nitro
20th Street and 2nd Avenue
Nitro, West Virginia 25143
Attention: Mayor

REGISTRAR:

United National Bank
500 Virginia Street East
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. Unless otherwise so notified, the Registrar shall register all Bonds in the name of the West Virginia Water Development Authority.

9. All notices and communications required or permitted hereunder, except as otherwise expressly agreed in writing, shall be in writing and shall be delivered by hand or sent by mail or sent by telex, telecopier, or telegraph, addressed to the respective party at the appropriate address in Section 7 hereof.

10. The Registrar shall maintain records which indicate the date and volume of services rendered hereunder. Such records shall include, but not be limited to, records of the Bonds or portions thereof paid by the Registrar. Such records and the applicable premises of the Registrar shall be subject to inspection by duly designated agents, designees or officials of the

Issuer for the purpose of reviewing the adequacy of procedures, systems capabilities methods of operation. Any such inspection may be made during normal banking hours after reasonable prior written notice.

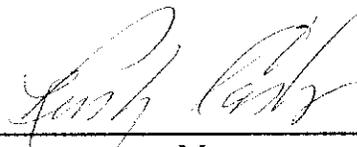
11. The Registrar warrants and represents that it is a national banking association, and in good standing under the laws of the United States of America, may lawfully conduct business in the State of West Virginia, and is lawfully empowered, pursuant to such laws, to accept the duties and obligations contemplated and as provided in this agreement and to serve in the capacity of Registrar thereunder.

12. There is no litigation pending or threatened in any court, either State or Federal, calling into question the creation, organization or existence of the Registrar or the authority of the Registrar to perform its duties under this agreement or the Ordinance.

13. This Registrar's Agreement shall be governed by and construed in accordance with the laws of the State of West Virginia.

IN WITNESS WHEREOF, the CITY OF NITRO and UNITED NATIONAL BANK, have each caused this Registrar's Agreement to be executed in their names and on their behalf, by their duly authorized officers, all as of the date first above written.

CITY OF NITRO

By 
Mayor

UNITED NATIONAL BANK

By 
Vice President

\$2,050,000
THE CITY OF NITRO, WEST VIRGINIA
SEWERAGE SYSTEM REVENUE BONDS
SERIES 2000 A

CERTIFICATE OF REGISTRATION OF BONDS

I, Kathy Smith, Vice President, of United National Bank of Charleston, West Virginia, as Registrar (the "Registrar") under the Ordinance providing for the issuance of the Bonds described above, hereby certify that on the 28th day of June, 2000, the fully registered Sewerage System Revenue Bonds, Series 2000 A in the stated principal amount of \$2,050,000, designated "The City of Nitro, Sewerage System Revenue Bonds, Series 2000 A" numbered AR-1, and dated the date hereof were 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 United National Bank, Charleston, West Virginia, as Registrar.

WITNESS my signature as of this 28th day of June 2000.

UNITED NATIONAL BANK

By 
Its: Vice President

\$2,050,000
THE CITY OF NITRO, WEST VIRGINIA
SEWERAGE SYSTEM REVENUE BONDS
SERIES 2000 A

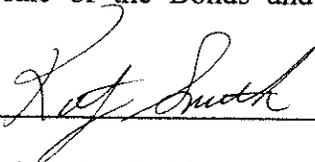
REGISTRAR'S CERTIFICATE

The undersigned, on behalf of UNITED NATIONAL BANK, Charleston, West Virginia, a national banking association (the "Bank"), hereby certifies as follows with respect to the above-captioned Bonds (the "Bonds"):

1. The Bank has full power and authority to enter into and carry out the provisions of the Registrar's Agreement, dated as of June 28, 2000, between the City of Nitro (the "Issuer") and the Bank (the "Agreement").

2. The person whose title, name and signature is set forth below holds the position by election or appointment by the Board of Directors of the Bank shown opposite her name, and such person has been respectively named and designated as an authorized officer of the Bank to authenticate and register the Bonds, to deliver certificates on behalf of the Bank in connection with the closing of the sale of the Bonds and to take any other actions required by the Agreement.

Vice President



3. The above signed, Kathy Smith, was duly authorized to, and did on or prior to the date hereof, execute and deliver the Agreement to the Issuer on behalf of the Bank.

4. The Bank has received from the Issuer on the date hereof the Bonds, being one certificate, namely No. AR-1, in the principal amount of \$2,050,000 payable as to principal only, and maturing all as set forth therein. At the time of such receipt, the Bond had been executed by the manual signature of the Mayor of the City, impressed with the seal of the City, and attested by the manual signature of the Recorder.

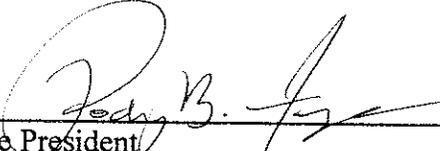
5. The Bank has caused the Series 2000 A Bonds to be duly authenticated by the manual signature of Kathy Smith, by attaching to such Bonds a certificate in the following terms:

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the City of Nitro Sewerage System Revenue Bonds, Series 2000 A, described in the within mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above on the date set forth below.

Date: June 28, 2000

UNITED NATIONAL BANK, as Registrar

By: 
Its Vice President

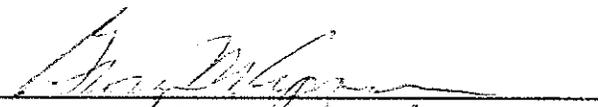
CITY OF NITRO
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of the City of Nitro (the "Issuer") passed by the Issuer on June 13, 2000, effective June 27, 2000, and a Supplemental Resolution adopted by the Issuer on June 27, 2000, (collectively, the "Ordinance"), authorizing issuance of the Issuer's Sewerage Revenue Bonds, Series 2000 A, in the aggregate principal amount of \$2,050,000, dated June 28, 2000, and agrees to serve as Depository Bank, all as set forth in the Ordinance.

WITNESS my signature on this 12 day of July 2000.

THE HUNTINGTON NATIONAL BANK


Authorized Officer *July 12, 2000*

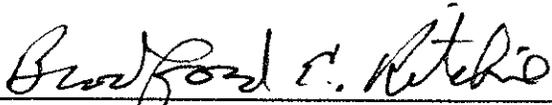
CITY OF NITRO
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

UNITED NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of the City of Nitro (the "Issuer") passed by the Issuer on June 13, 2000, effective June 27, 2000, and a Supplemental Resolution adopted by the Issuer on June 27, 2000, (collectively, the "Ordinance"), authorizing issuance of the Issuer's Sewerage Revenue Bonds, Series 2000 A, in the aggregate principal amount of \$2,050,000, dated June 28, 2000, and agrees to serve as Depository Bank, all as set forth in the Ordinance.

WITNESS my signature on this 28th day of June, 2000.

UNITED NATIONAL BANK



Authorized Officer

CITY OF NITRO
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A

RELINQUISHMENT OF APPOINTMENT AS DEPOSITORY BANK

UNITED NATIONAL BANK, Charleston, West Virginia, hereby relinquishes appointment as Depository Bank in connection with a Bond Ordinance of the City of Nitro (the "Issuer") passed by the Issuer on June 13, 2000, effective June 27, 2000, and a Supplemental Resolution adopted by the Issuer on June 27, 2000, (collectively, the "Ordinance"), authorizing issuance of the Issuer's Sewerage Revenue Bonds, Series 2000 A, in the aggregate principal amount of \$2,050,000, dated June 28, 2000, and will not serve as Depository Bank, all as set forth in the Ordinance.

WITNESS my signature on this 11 day of July 2000.

UNITED NATIONAL BANK



Authorized Officer

VAUGHAN LAW FIRM
Attorneys and Counsellors at Law

DENNIS R. VAUGHAN, JR.
APRIL ROBERTSON BOUGHTON

SUITE 200 CAPITOL CENTRE
232 CAPITOL STREET
CHARLESTON, WEST VIRGINIA 25301

TELEPHONE (304) 342-3900
TELECOPY (304) 344-2386

June 28, 2000

City of Nitro
P. O. Box 607
Nitro, WV 25143

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

West Virginia Division of Environmental Protection
617 Broad Street
Charleston, WV 25301-1251

RE: City of Nitro Sewerage System Revenue Bonds, Series 2000 A

Ladies and Gentlemen:

We have acted as counsel for United National Bank, Charleston, West Virginia, in connection with such bank's serving as registrar (the "Registrar") under the Registrar's Agreement dated as of June 28, 2000, (the "Agreement"), between the City of Nitro (the "Issuer") and the Registrar, relating to the issuance of the above-captioned bonds (the "Bonds").

In that connection, we have examined originals or copies, certified or otherwise identified to our satisfaction, of: (i) the Agreement, (ii) the Articles of Association and By-Laws of the Registrar, and (iii) such other documents and matters of law as we have deemed necessary in connection with the following opinions.

Based upon the foregoing, we are of the opinion that:

(i) the Registrar is a national banking association with trust powers, duly organized and validly existing under the laws of the United States of America and authorized to do business in the State of West Virginia;

City of Nitro
West Virginia Water Development Authority
West Virginia Division of Environmental Protection
June 28, 2000
Page 2

(ii) the Registrar has duly authorized the execution and delivery of the Agreement, and the Agreement, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes the valid, legal and binding obligation of the Registrar, enforceable in accordance with its terms;

(iii) the Registrar has all necessary trust powers required to carry out the obligations and the trust created under the Agreement;

(iv) the acceptance by the Registrar of the duties and obligations under the Agreement, and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Registrar is subject;

(v) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the performance by the Registrar of its duties and obligations under the Agreement have been obtained and are in full force and effect; and

(vi) no litigation is pending or, to the best of our knowledge, threatened, in any way contesting or affecting the existence or powers (including trust powers) of the Registrar or the Registrar's ability to fulfill its duties and obligations under the Agreement.

Very truly yours,

Vaughan Law Firm

VAUGHAN LAW FIRM

VAUGHAN LAW FIRM
Attorneys and Counsellors at Law

DENNIS R. VAUGHAN, JR.
APRIL ROBERTSON BOUGHTON

SUITE 200 CAPITOL CENTRE
232 CAPITOL STREET
CHARLESTON, WEST VIRGINIA 25301

TELEPHONE (304) 342-3900
TELECOPY (304) 344-2386

June 28, 2000

West Virginia Division of Environmental Protection
617 Broad Street
Charleston, WV 25301

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

The City of Nitro
20th Street and 2nd Avenue
Nitro, WV 25143

Re: The City of Nitro, West Virginia,
Sewerage System Revenue Bonds, Series 2000 A

Ladies and Gentlemen:

We are Bond Counsel to The City of Nitro (the "City"), a municipal corporation created under the laws of the State of West Virginia in connection with the issuance of its Sewerage System Revenue Bonds, Series 2000 A, dated the date hereof (the "Series 2000 A Bonds").

We have examined a certified copy of proceedings and other papers relating to the authorization of (i) a bond purchase agreement dated May 12, 2000, including all schedules and exhibits attached thereto (the "Bond Purchase Agreement") among the City, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP") and (ii) the issuance of the Series 2000 A Bonds, pursuant to an Ordinance enacted by the Council of the City on June 13, 2000, effective on June 27, 2000, as amended and supplemented by a Supplemental Resolution adopted on June 27, 2000 (the "Ordinance"). All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Ordinance and the Bond Purchase Agreement when used herein.

The Series 2000 A Bonds are in the aggregate principal amount of \$2,050,000.00, issued in the form of one bond, registered as to principal only to the Authority, bearing no interest, with principal payable quarterly on March 1, June 1, September 1 and December 1 of each year, beginning December 1, 2001, all as set forth in the Series 2000 A Bonds. The Series 2000 A

West Virginia Division of Environmental Protection
West Virginia Water Development Authority
The City of Nitro
June 28, 2000
Page 2

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 Ordinance and the Bond Purchase Agreement.

The Series 2000 A 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 Code of West Virginia, 1931, as amended (the "Act"), for the purposes of paying the costs of the acquisition and construction of certain extensions, improvements and betterments to the public sewerage system of the City (the "Project") and paying the costs of issuance thereof.

We have also examined the applicable provisions of the Act and the Ordinance, pursuant to and under which the Series 2000 A Bonds are issued and the Bond Purchase Agreement has been entered into.

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 Bond Purchase Agreement has been duly authorized by and executed on behalf of the City and is a valid and binding special obligation of the City enforceable in accordance with its terms.
2. The Bond Purchase Agreement inures to the benefit of the Authority and the DEP and cannot be amended so as to adversely affect the rights of the Authority or the DEP or diminish the obligations of the City without the consent of the Authority and the DEP.
3. The City is a duly organized and presently existing municipal corporation and political subdivision of the State of West Virginia, with full power and authority to operate and maintain the System, to acquire and construct the Project, to enact the Ordinance and to issue and sell the Series 2000 A Bonds, all under the Ordinance, the Act and other applicable provisions of law.
4. The City has legally and effectively enacted the Ordinance and all other necessary actions and certifications in connection with the issuance and sale of the Series 2000 A Bonds. The Ordinance contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Bond Purchase Agreement and constitute a valid and binding obligation of the City enforceable in accordance with its terms.
5. The Series 2000 A Bonds are valid and legally enforceable special obligations of the City, payable from the Net Revenues of the System referred to in the Ordinance and secured

West Virginia Division of Environmental Protection
West Virginia Water Development Authority
The City of Nitro
June 28, 2000
Page 3

by a first lien on and pledge of the Net Revenues of said System, on a parity with respect to liens, pledge and source of and security for payment with the City's Sewerage System Revenue Bonds, Series 1995 A in the original principal amount of \$373,000 and the City's Sewerage System Revenue Bonds, Series 1996 A in the original principal amount of \$4,575,502, both held by the Authority, all in accordance with the terms of the Series 2000 A Bonds, the Ordinance and the Act and have been duly authorized, issued, executed and delivered to the Authority.

6. The City has reserved the right to issue additional bonds ranking on a parity with the Series 2000 A Bonds, as provided in the Ordinance.

7. The Series 2000 A Bonds and the interest thereon are, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

The rights of the owners of the Series 2000 A Bonds and the enforceability of the Series 2000 A Bonds and the Ordinance may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We have examined the executed and authenticated Series 2000 A 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,


VAUGHAN LAW FIRM

Law Offices
Phillip D. Gaujot

177 WALNUT STREET
MORGANTOWN, WEST VIRGINIA 26505
304/292-3000
FAX: 304/292-1072

e-mail: gaujot@wvlawyer.com

GAUJOT LAW & PROFESSIONAL BUILDING
113 GOFF MOUNTAIN ROAD-CROSS LANES
CHARLESTON, WEST VIRGINIA 25313
304/776-2222

REPLY TO:

June 20, 2000

Morgantown, West Virginia

City of Nitro
20th Street and 2nd Avenue
Nitro, WV 25143

West Virginia Division of Environmental Protection
617 Broad Street
Charleston, WV 25301

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

**Re: \$2,050,000 The City of Nitro, Sewerage System
Revenue Bonds, Series 2000A**

Ladies and Gentlemen:

I am City Attorney for The City of Nitro, West Virginia (the "City"), in connection with the issuance of the City's \$2,050,000 in aggregate principal amount Sewerage System Revenue Bonds, Series 2000 A, dated the date hereof (the "Bonds").

I have reviewed copies of the approving opinion of Vaughan Law Firm, as bond counsel; the Bond Purchase Agreement, including all schedules and exhibits attached thereto, by and among the West Virginia Development Authority (the "Authority"), the West Virginia Division of Environmental Protection (the "DEP") and the City, dated May 12, 2000 (the "Bond Purchase Agreement") and the Ordinance enacted by the City Council on June 13, 2000, effective June 27, 2000, as amended and supplemented by a Supplemental Resolution adopted June 27, 2000, relating to the Bonds (collectively, the "Ordinance"). All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Ordinance.

Law Offices
Phillip D. Gaujot

City of Nitro
West Virginia Division of Environmental Protection
West Virginia Water Development Authority
Page Two
June 20, 2000

I am of the opinion that:

1. The City has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia.
2. The Bond Purchase Agreement has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other parties thereto constitutes a valid and binding agreement of the City in accordance with its terms.
3. The Mayor, the Recorder and members of the Council have been duly and properly elected or appointed members, as applicable, have taken the requisite oaths, and are thereby authorized to act on behalf of the City in their respective capacities.
4. The Ordinance has been duly enacted by the Council of the City, is in full force and effect and no further action of the City is required for its continued validity.
5. The execution and delivery of the Bonds and the Bond Purchase Agreement and the consummation of the transactions contemplated by the Bonds, the Bond Purchase Agreement and the Ordinance, and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute on the City's part a breach of or default under any ordinance, agreement or other instrument to which the City is a party or any existing law, regulation, court order or consent decree to which the City is subject.
6. The City has received all permits, licenses, approvals and authorizations necessary for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges, including, without limitation, approval from the West Virginia Infrastructure and Jobs Development Council, and the receipt of all requisite orders and approvals from the Public Service Commission of

Law Offices
Phillip D. Gaujot

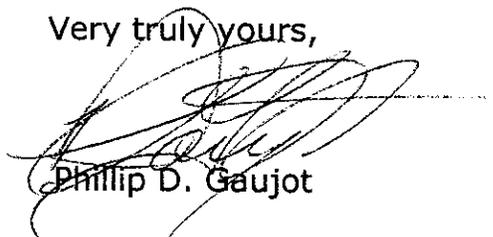
City of Nitro
West Virginia Division of Environmental Protection
West Virginia Water Development Authority
Page Two
June 20, 2000

West Virginia, 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, and the appeal period from orders, if any, has expired. The Public Service Commission of West Virginia has issued a certificate of convenience and necessity approving the issuance of the Bonds and the acquisition and construction of the Project, and the time for appeal has expired prior to the date hereof without being appealed.

7. To the best of my knowledge, after due inquiry, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to my knowledge, threatened against or affecting the City (or, to my knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Bond Purchase Agreement or the Ordinance, the acquisition and construction of the project, the operation of the system, or the validity of or security for the Bonds or the collection or pledge of the net revenues therefor.

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

Very truly yours,



Phillip D. Gaujot

PDG/hlk

VAUGHAN LAW FIRM
Attorneys and Counsellors at Law

DENNIS R. VAUGHAN, JR.
APRIL ROBERTSON BOUGHTON

SUITE 200 CAPITOL CENTRE
232 CAPITOL STREET
CHARLESTON, WEST VIRGINIA 25301

TELEPHONE (304) 342-3900
TELECOPY (304) 344-2386

June 28, 2000

West Virginia Division of Environmental Protection
617 Broad Street
Charleston, WV 25301

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

RE: \$2,050,000 The City of Nitro
Sewerage System Revenue Bonds, Series 2000 A

Ladies and Gentlemen:

We are counsel to the Sanitary Board of The City of Nitro, West Virginia (the "Sanitary Board"), in connection with the issuance by the City of Nitro (the "City") of its \$2,050,000 in aggregate principal amount of Sewerage System Revenue Bonds, Series 2000 A, dated the date hereof (the "Bonds").

We have reviewed copies of the Bond Purchase Agreement by and among the West Virginia Water Development Authority, the West Virginia Division of Environmental Protection and the City dated May 12, 2000 (the "Bond Purchase Agreement"), the Ordinance enacted June 13, 2000, and effective June 27, 2000, as amended and supplemented by a Supplemental Resolution adopted June 27, 2000 (collectively, the "Ordinance"), and such other documents and instruments as we have deemed necessary to render this opinion. All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Ordinance.

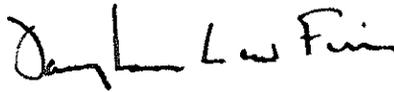
We are of the opinion that:

1. The Sanitary Board has been duly created by the City pursuant to an ordinance and is validly existing.
2. The members of the Sanitary Board have been duly and properly appointed, have taken the requisite oaths and are authorized to act on behalf of the Sanitary Board in their respective capacities.

3. All successful bidders have made the required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been verified for accuracy. Based upon our review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, we are of the opinion that such surety bonds and policies (i) are in compliance with the contracts; (ii) are adequate in form, substance and amount to protect the various interests of the Issuer; (iii) have been executed by duly authorized representatives of the proper parties; (iv) meet the requirements of the Act, the Ordinance and the Bond Purchase Agreement, and all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

4. To the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body, pending or threatened, against or affecting the Sanitary Board, wherein an unfavorable decision, ruling or finding would affect the transactions contemplated by the Bond Purchase Agreement or Ordinance, the Order of the Public Service Commission of West Virginia granting the Certificate of the Convenience and Necessity to the City to acquire and construct the Project, the ordinance imposing the rates and charges for the use of the services of the System or the validity of the Bonds.

Very truly yours,



Vaughan Law Firm

VAUGHAN LAW FIRM
Attorneys and Counsellors at Law

DENNIS R. VAUGHAN, JR.
APRIL ROBERTSON BOUGHTON

SUITE 200 CAPITOL CENTRE
232 CAPITOL STREET
CHARLESTON, WEST VIRGINIA 25301

TELEPHONE (304) 342-3900
TELECOPY (304) 344-2386

June 28, 2000

City of Nitro
P. O. Box 607
Nitro, WV 25143

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

West Virginia Division of Environmental Protection
617 Broad Street
Charleston, WV 25301-1251

RE: City of Nitro – Extension of sewer lines into the Poca River Road area of Putnam County (SRF# C-544200)

Ladies and Gentlemen:

This firm represents the City of Nitro (the “City”) and the Nitro Sanitary Board (the “Board”) with regard to a proposed project to construct and extend sewer lines into the Poca River Road service area of Putnam County (the “Project”), and provides this final title opinion on behalf of the City to satisfy the requirements of the West Virginia Division of Environmental Protection (the “DEP”) for the Project. Please be advised of the following:

1. We are of the opinion that the City is a duly chartered and existing municipal corporation possessed with all of the powers and authority granted to municipal corporations under the laws of the State of West Virginia to operate and maintain a sanitary sewer system within and outside the limits of the City, and that the City has full power and authority to construct, operate, and maintain the Project as approved by the DEP.

2. We have confirmed with S & S Engineers, Inc., (the “Project Engineer”) that the Board has obtained all necessary permits and approvals for the construction of the Project.

3. We have investigated and ascertained the location of, and are familiar with the legal description of, the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by the Project Engineer.

4. The Project Engineer has established a list of all easements necessary for the construction of the Project based upon the tax maps and tax records on file with the Putnam County Assessor's Office. We hereby certify that we have examined the records on file in the Office of the Clerk of the County Commission of Putnam County, West Virginia, the county in which the Project is to be located; that we have traced the chain of title for each of the properties located on the list of easements for twenty years (20) prior to the date hereof; and, that, in our opinion the City, acting through the Board, has obtained and acquired legal title or such other estate or interest in all the necessary site components for the Project, with the exception of those listed in Paragraph 5, including all easements and rights-of-way from the owners of the parcels of property over, under and through which the Project will be constructed which will permit the construction, operation and maintenance of the Project.

5. The following listed properties are to be acquired by eminent domain and the necessary filings have been made in the Office of the Clerk of the County Commission of Putnam County, West Virginia, to permit the City a right-of-entry for the purpose of construction, operation and maintenance of the Project on the subject properties. The City's title thereto is defeasible in the event the City does not satisfy any resulting judgment and/or award in the proceedings for acquisition of said properties, and our certification is subject to the pending litigation:

Name	Tax Map	Parcel
Curtis L. Dean et ux.	227	16.1
Robert L. Duff	217	58
Michael R. Oldham et ux.	227-A	1
Monroe S. Painter et ux.	217	57
William A. Shelton et ux.	227	21, 5.5, and 5.4
Patricia H. White	217-A	4

5. Said deeds and easements necessary for the Project have been recorded in the Office of the Clerk of the County Commission of Putnam County, West Virginia, to protect the legal title to and interest of the City.

Please advise if any further or additional information is necessary.

Very truly yours,


Dennis R. Vaughan, Jr.

Copy to: Francesca Tan, Esq.

Ralph W. Laton
Certified Public Accountant

Post Office Box 340 ~ Hurricane, West Virginia 25526 ~ 304/562-0137

June 28, 2000

CITY OF NITRO
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A

City of Nitro
Nitro, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Division of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

I have reviewed the sewer rate ordinance of the City of Nitro (the "Issuer"), enacted June 15, 1999, and the projected operating expenses and anticipated customer usage provided by S&S Engineers, the Issuer's Consulting Engineer. It is my opinion that such rates are adequate (i) to provide for all operating expenses of the sewerage system of the Issuer (the "System"), and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for the payment of principal of and interest on the Issuer's Sewerage System Revenue Bonds, Series 1995 A and Series 1996 A (collectively, the "Prior Bonds"), and Sewerage System Revenue Bonds, Series 2000 A (the "Series 2000 A Bonds").

It is further my opinion that the Net Revenues actually derived from the System during any 12 consecutive months within the 18 months immediately preceding the date of the actual issuance of the Series 2000 A Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Series 2000 A Bonds, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding year for principal of and interest on the Prior Bonds and the Series 2000 A Bonds.

Very truly yours,



Ralph W. Laton, CPA



SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF NITRO
SEWERAGE SYSTEM REVENUE BOND,
SERIES 2000 A

No. AR-1

\$2,050,000.00

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF NITRO, a municipal corporation and political subdivision of the State of West Virginia in Putnam and Kanawha Counties 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 TWO MILLION FIFTY THOUSAND DOLLARS (\$2,050,000.00), 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 hereto as Exhibit A and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2001, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2001, as set forth on EXHIBIT B attached hereto.

This Bond shall bear no interest. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent").

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Bond Purchase Agreement by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection, dated May 12, 2000.

This Bond is issued (i) to pay the costs of acquisition and construction of certain additions, improvements and betterments to the existing public sewerage system of the Issuer (the "Project"); and (ii) 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 (collectively, the "Act"), and an Ordinance and Supplemental Resolution, duly enacted and adopted, respectively, by the Issuer on June 13, 2000, and June 27, 2000, (collectively called 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 ISSUED ON A PARITY WITH THE ISSUER'S SEWERAGE SYSTEM REVENUE BONDS, SERIES 1995 A, ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$373,000, AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1996 A,

ISSUED IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,575,502, WITH RESPECT TO LIENS, PLEDGE AND SOURCES OF AND SECURITY FOR PAYMENT (COLLECTIVELY, THE "PRIOR BONDS").

This Bond is payable only from and secured by a first lien pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the holders of the Prior Bonds, moneys in the Reserve Account created under the Bond Legislation for this Bond (the "Series 2000 A Bonds Reserve Account"), and unexpended proceeds of this Bond. Such Net Revenues shall be sufficient to pay 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 2000 A Bonds Reserve Account and unexpended Bond proceeds. 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 required in any year for principal of and interest, if any, on the Series 2000 A Bonds and the Prior Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2000 A Bonds and the Prior Bonds; provided however, that so long as there exists in the Series 2000 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 Series 2000 A Bonds in the then current or any succeeding year, and in the respective reserve accounts established for and any other obligations outstanding on a parity with the Series 2000 A Bonds and the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110 percent. 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 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 Bond 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, shall be applied solely to the payment of the Costs of the Project 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 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 in 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 NITRO has caused this Bond to be signed by

its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated June 28, 2000.

[SEAL]

Mayor

ATTEST:

Recorder

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of The City of Nitro Sewerage System Revenue Bonds, Series 2000 A, 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: June 28, 2000.

UNITED NATIONAL BANK,
as Registrar

By _____
Its Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

Amount	Date
\$161,146	6/28/00

ASSIGNMENT

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

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

Dated: _____.

In the presence of:

EXHIBIT B

City of Nitro - Poca River Road Area (West Virginia)

Loan of \$2,050,000

30 Years, 0% Interest Rate, 0.5% Administrative Fee

Closing Date: June 28, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2000	-	-	-
12/01/2000	-	-	-
3/01/2001	-	-	-
6/01/2001	-	-	-
9/01/2001	-	-	-
12/01/2001	17,084.00	-	17,084.00
3/01/2002	17,084.00	-	17,084.00
6/01/2002	17,084.00	-	17,084.00
9/01/2002	17,084.00	-	17,084.00
12/01/2002	17,084.00	-	17,084.00
3/01/2003	17,084.00	-	17,084.00
6/01/2003	17,084.00	-	17,084.00
9/01/2003	17,084.00	-	17,084.00
12/01/2003	17,084.00	-	17,084.00
3/01/2004	17,084.00	-	17,084.00
6/01/2004	17,084.00	-	17,084.00
9/01/2004	17,084.00	-	17,084.00
12/01/2004	17,084.00	-	17,084.00
3/01/2005	17,084.00	-	17,084.00
6/01/2005	17,084.00	-	17,084.00
9/01/2005	17,084.00	-	17,084.00
12/01/2005	17,084.00	-	17,084.00
3/01/2006	17,084.00	-	17,084.00
6/01/2006	17,084.00	-	17,084.00
9/01/2006	17,084.00	-	17,084.00
12/01/2006	17,084.00	-	17,084.00
3/01/2007	17,084.00	-	17,084.00
6/01/2007	17,084.00	-	17,084.00
9/01/2007	17,084.00	-	17,084.00
12/01/2007	17,084.00	-	17,084.00
3/01/2008	17,084.00	-	17,084.00
6/01/2008	17,084.00	-	17,084.00
9/01/2008	17,084.00	-	17,084.00
12/01/2008	17,084.00	-	17,084.00
3/01/2009	17,084.00	-	17,084.00
6/01/2009	17,084.00	-	17,084.00
9/01/2009	17,084.00	-	17,084.00
12/01/2009	17,084.00	-	17,084.00
3/01/2010	17,084.00	-	17,084.00
6/01/2010	17,084.00	-	17,084.00
9/01/2010	17,084.00	-	17,084.00
12/01/2010	17,084.00	-	17,084.00
3/01/2011	17,084.00	-	17,084.00
6/01/2011	17,084.00	-	17,084.00

City of Nitro - Poca River Road Area (West Virginia)

Loan of \$2,050,000

30 Years, 0% Interest Rate, 0.5% Administrative Fee

Closing Date: June 28, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2011	17,084.00	-	17,084.00
12/01/2011	17,083.00	-	17,083.00
3/01/2012	17,083.00	-	17,083.00
6/01/2012	17,083.00	-	17,083.00
9/01/2012	17,083.00	-	17,083.00
12/01/2012	17,083.00	-	17,083.00
3/01/2013	17,083.00	-	17,083.00
6/01/2013	17,083.00	-	17,083.00
9/01/2013	17,083.00	-	17,083.00
12/01/2013	17,083.00	-	17,083.00
3/01/2014	17,083.00	-	17,083.00
6/01/2014	17,083.00	-	17,083.00
9/01/2014	17,083.00	-	17,083.00
12/01/2014	17,083.00	-	17,083.00
3/01/2015	17,083.00	-	17,083.00
6/01/2015	17,083.00	-	17,083.00
9/01/2015	17,083.00	-	17,083.00
12/01/2015	17,083.00	-	17,083.00
3/01/2016	17,083.00	-	17,083.00
6/01/2016	17,083.00	-	17,083.00
9/01/2016	17,083.00	-	17,083.00
12/01/2016	17,083.00	-	17,083.00
3/01/2017	17,083.00	-	17,083.00
6/01/2017	17,083.00	-	17,083.00
9/01/2017	17,083.00	-	17,083.00
12/01/2017	17,083.00	-	17,083.00
3/01/2018	17,083.00	-	17,083.00
6/01/2018	17,083.00	-	17,083.00
9/01/2018	17,083.00	-	17,083.00
12/01/2018	17,083.00	-	17,083.00
3/01/2019	17,083.00	-	17,083.00
6/01/2019	17,083.00	-	17,083.00
9/01/2019	17,083.00	-	17,083.00
12/01/2019	17,083.00	-	17,083.00
3/01/2020	17,083.00	-	17,083.00
6/01/2020	17,083.00	-	17,083.00
9/01/2020	17,083.00	-	17,083.00
12/01/2020	17,083.00	-	17,083.00
3/01/2021	17,083.00	-	17,083.00
6/01/2021	17,083.00	-	17,083.00
9/01/2021	17,083.00	-	17,083.00
12/01/2021	17,083.00	-	17,083.00
3/01/2022	17,083.00	-	17,083.00
6/01/2022	17,083.00	-	17,083.00

City of Nitro - Poca River Road Area (West Virginia)

Loan of \$2,050,000

30 Years, 0% Interest Rate, 0.5% Administrative Fee

Closing Date: June 28, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
9/01/2022	17,083.00	-	17,083.00
12/01/2022	17,083.00	-	17,083.00
3/01/2023	17,083.00	-	17,083.00
6/01/2023	17,083.00	-	17,083.00
9/01/2023	17,083.00	-	17,083.00
12/01/2023	17,083.00	-	17,083.00
3/01/2024	17,083.00	-	17,083.00
6/01/2024	17,083.00	-	17,083.00
9/01/2024	17,083.00	-	17,083.00
12/01/2024	17,083.00	-	17,083.00
3/01/2025	17,083.00	-	17,083.00
6/01/2025	17,083.00	-	17,083.00
9/01/2025	17,083.00	-	17,083.00
12/01/2025	17,083.00	-	17,083.00
3/01/2026	17,083.00	-	17,083.00
6/01/2026	17,083.00	-	17,083.00
9/01/2026	17,083.00	-	17,083.00
12/01/2026	17,083.00	-	17,083.00
3/01/2027	17,083.00	-	17,083.00
6/01/2027	17,083.00	-	17,083.00
9/01/2027	17,083.00	-	17,083.00
12/01/2027	17,083.00	-	17,083.00
3/01/2028	17,083.00	-	17,083.00
6/01/2028	17,083.00	-	17,083.00
9/01/2028	17,083.00	-	17,083.00
12/01/2028	17,083.00	-	17,083.00
3/01/2029	17,083.00	-	17,083.00
6/01/2029	17,083.00	-	17,083.00
9/01/2029	17,083.00	-	17,083.00
12/01/2029	17,083.00	-	17,083.00
3/01/2030	17,083.00	-	17,083.00
6/01/2030	17,083.00	-	17,083.00
9/01/2030	17,083.00	-	17,083.00
12/01/2030	17,083.00	-	17,083.00
3/01/2031	17,083.00	-	17,083.00
6/01/2031	17,083.00	-	17,083.00
9/01/2031	17,083.00	-	17,083.00
Total	2,050,000.00	-	2,050,000.00*

*Plus \$1,291.91 one-half percent administrative fee paid quarterly.
Total fee paid over the life of the loan is \$155,029.20.

City of Nitro - Poca River Road Area (West Virginia)

Loan of \$2,050,000

30 Years, 0% Interest Rate, 0.5% Administrative Fee

Closing Date: June 28, 2000

DEBT SERVICE SCHEDULE

YIELD STATISTICS

Bond Year Dollars.....	\$33,414.60.....
Average Life.....	16.300 Years.....
Average Coupon.....
Net Interest Cost (NIC).....
True Interest Cost (TIC).....	2.83E-12.....
Bond Yield for Arbitrage Purposes.....	2.83E-12.....
All Inclusive Cost (AIC).....	0.4625663%.....

IRS FORM 8038

Net Interest Cost.....
Weighted Average Maturity.....	16.300 Years.....

Ferris, Baker Watts, Incorporated
Public Finance

File = srfnitropoca.sf-06 07 00- SINGLE PURPOSE
6/7/2000 9:29 AM



West Virginia Infrastructure Jobs Development Council

Public Members:

James D. Williams, Chairman
St. Albans
James L. Harrison, Sr., Vice Chairman
Princeton
Lloyd P. Adams, P.E.
Wheeling
Sheirl L. Fletcher
Morgantown

980 O.
Charleston, West
Telephone: ()
Facsimile: ()

Susan J.
Exe

August 12, 1998

Connie Stephens
Nitro Sanitary Board
20th Street & 2nd Avenue
Nitro, WV 25143

Re: Wastewater System Extension Project (Poca River Road)
(Resubmittal) 95S-032

Dear Ms. Stephens:

The West Virginia Infrastructure and Jobs Development Council (Council) has reviewed Nitro Sanitary Board's (Board) resubmitted preliminary application regarding the Board's proposed project to extend wastewater service to approximately 300 new customers in the Poca River area (Project). Based on the findings of the Sewer Technical Review Committee, the Council determined that the revised Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The Board should carefully review the enclosed comments of the Sewer Technical Review Committee. The Board may need to address certain issues raised in said comments as it proceeds with the Project.

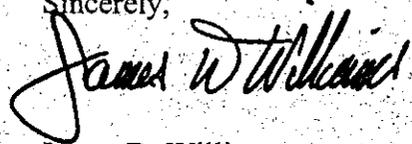
Pursuant to its review of the preliminary application, the Council determined that the Board should use contributions of \$40,000 from the Putnam County Commission, \$250,000 from the City of Nitro, and \$65,000 from the residents, and pursue a Clean Water State Revolving Fund (CWSRF) loan of \$500,000 as requested by the Board to finance the Project. The preliminary application included a request to seek a Small Cities Block Grant (SCBG) of \$658,000. The Council recommends the Board pursue an SCBG of \$1,158,000. If the Board would not qualify for an additional amount of SCBG funds, the Council has determined that the Board may be eligible for Infrastructure Fund assistance of approximately \$500,000. The Council's final decision regarding the specific funding of the Project is deferred pending final determination of the Project's eligibility and readiness to proceed, and availability of funds in the Infrastructure Fund. Please be aware that currently no funds are available in the Infrastructure Fund. Please contact the Division of Environment

Connie Stephens
August 12, 1998
Page 2

Protection at 558-0641 and the Development Office at 558-4010 for specific information on the state Board needs to follow to apply for the CWSRF loan and the SCBG, respectively. **Please note that this letter does not constitute funding approval from these agencies.**

If you have any questions regarding this matter, please contact Susan J. Riggs at the telephone number.

Sincerely,



James D. Williams

JDW/bh
Enclosure

cc: Mike Johnson, P.E.
Debbie Legg
John Romano



Office of Water Resources
617 Broad
Charleston, West Virginia 25301
Telephone (304) 558-
Fax (304) 558-

West Virginia Division of Environmental Protection

Cecil H. Underwood
Governor

Michael P. Di

May 14, 1999

Honorable Rusty Casto
Mayor, City of Nitro
20th Street & 2nd Avenue
Nitro, West Virginia 25143

RE: City of Nitro - Poca River
SRF No. C-544200

Dear Mayor Casto:

On behalf of the West Virginia State Revolving Loan Fund (the "Fund"), the West Virginia Water Development Authority ("WDA") and West Virginia Division of Environmental Protection ("DEP") we are pleased to advise you that your application for a loan (the "Loan") has been approved from the Fund in the amount of \$2,050,000, at an annual interest rate of zero percent (0%) plus an administrative fee of one-half percent (1/2%) for a term not to exceed thirty years. The final loan amount, interest rate, and administrative fee will be established after the bids are received and the project costs are finalized. The Loan proceeds will be used to construct a sewer extension to the Poca River Road area (including Dairy Road, River Valley, River Hills, Green Acres, Poplar Point and Country Road MHP), and to upgrade and replace existing pump stations for this extension, as described in your application (the "Project"). The Fund hereby offers to extend to the City, the Loan as stated, subject however, to the satisfaction of conditions to purchase the City's local bonds as set forth in the form enclosed Loan Agreement.

It is understood that the Loan will be secured by a pledge of the revenues from the City's sewer system. The City's bond evidencing the Loan must be on a parity basis with any preexisting bond indebtedness secured by a pledge on the system's revenues. Prior to the loan closing, the City shall comply with all provisions set forth in the application and the State regulations governing the SRF Program. Please review the attached Loan Agreement to determine your compliance with these requirements.

Loan closing and disbursement of funds thereunder shall also be subject to the receipt of requisite funding for the Loan from the United States Environmental Protection Agency. The Fund reserves the right to withdraw all of the terms of the commitment if, between the date of the loan application and the date of closing, the City incurs any debt or if its financial condition changes in a way deemed material by WDA and DEP in their sole discretion.

Loan closing and the disbursement of funds in connection therewith shall remain subject to satisfaction of any condition precedent thereto established by the WDA and DEP.

If you have any questions concerning the foregoing, please call Mike Johnson at (304) 558-1111. If you concur with the terms and conditions herein stated, please acknowledge your acceptance thereof by signing below and returning the original to DEP no later than June 14, 1999.

If the City's bonds have not been issued to the Fund prior to January 1, 2000 it is understood that the Fund reserves the right to discontinue processing the City's application and on that day, will have no further responsibilities or obligations hereunder.

WEST VIRGINIA DIVISION OF ENVIRONMENTAL
PROTECTION, OFFICE OF WATER RESOURCES

BY: *Barbara Taylor*
Its Chief

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

BY: *Daniel B. Lyndersay*
Its Director

The foregoing terms and conditions are hereby accepted by the City and are hereby acknowledged and accepted this 25 day of May, 1999.

(Seal)

By: *[Signature]* City
Its: *Mayor*

Recorder/Clerk/Secretary

[A copy of the Resolution authorizing the execution of the commitment letter must be submitted with the commitment letter.]

West Virginia Infrastructure & Jobs Development Council

Public Members:

James D. Williams, Chairman
St. Albans

William J. Harman, PE, Vice Chairman
Grafton

Dwight Calhoun
Petersburg

Tim Rutledge
Gilbert

980
Charleston, W
Telephon
Facsimil

May 3, 2000

KM

Connie Stephens
Nitro Sanitary Board
20th Street and 2nd Avenue
Nitro, West Virginia 24801

Re: City of Nitro (Poca River Road)
Wastewater System Project 95S-1

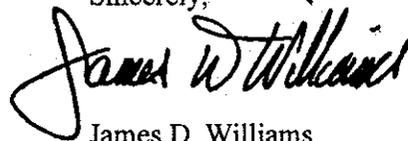
Dear Ms. Stephens:

The West Virginia Infrastructure and Jobs Development Council (the "Council"), at its May 3 meeting, reviewed the City of Nitro's (the "City") request for an additional Clean Water State Revolving Fund loan of \$612,000 to finance its Poca River Road sewer project (the "Project").

Pursuant to its review of the preliminary application, the Council determined that the City should pursue an additional Clean Water State Revolving Fund loan (CWSRF) of \$612,000 for a total CWSRF of \$2,662,000 to complete the financing of the Project. Please contact the West Virginia Division of Environmental Protection at 558-0641 for specific information on the steps the City needs to follow to receive these funds. **Please note that this letter does not constitute funding approval from the DEP.**

If you have any questions regarding this matter, please contact Katy Mallory at the above-referenced telephone number.

Sincerely,



James D. Williams

JDW/tr

Enclosure

cc: Mike Johnson, PE, DEP (w/o enclosure)
Region III Planning & Development Council



State of West Virginia
WATER DEVELOPMENT AUTHORITY

180 Association Drive, Charleston, WV 25311-1571
(304) 558-3612 - (304) 558-0299 (Fax)
Internet: www.wvwda.org - Email: contact@wvwda.org

CITY OF NITRO
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 A
(WEST VIRGINIA CWSRF PROGRAM)

CONSENT TO ISSUANCE OF PARITY BONDS

In reliance upon the certificate of the certified public accountant of the Issuer undersigned duly authorized representative of the West Virginia Water Development Authority the registered owner of the entire outstanding aggregate principal amount of the Sewerage System Revenue Bonds, Series 1995 A, dated July 27, 1995, in the original principal amount of \$373,000 and the Sewerage System Revenue Bonds, Series 1996 A, dated December 10, 1995, in the original principal amount of \$4,575,502, both issued by the City of Nitro (the "Issuance"), hereby consents to the issuance of Sewerage System Revenue Bonds, Series 2000 A (the "Bonds"), in the original principal amount of \$2,050,000, by the Issuer under the terms of the Ordinance authorizing the Bonds, on a parity, with respect to lien, pledge and source of security for payment, with the Issuer's Sewerage System Revenue Bonds, Series 1995 A and Series 1996 A.

WITNESS my signature on this 28th day of June, 2000.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Barbara B. Meadows

Authorized Representative

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Title, Number, and Filing Office)

City of Nitro
20th Street & 2nd Avenue
Nitro, WV 25143

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

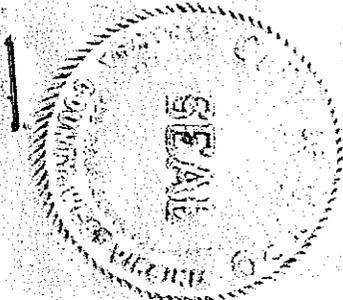
0542

00 JUN 30 1

4. This financing statement covers the following types (or items) of property:

See Schedule 1 attached hereto and made a part hereof.

5. Assignee(s) of Secured Party
Address(es)



This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

WV Secretary of State

~~XXXXXXXXXXXXXXXXXXXX~~

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

City of Nitro

West Virginia Water Development Authority

By: [Signature]
Signature(s) of Debtor(s)

Mayor
Title

By: [Signature]
Signature(s) of Secured Party(ies)

(2) Filing Officer Copy-Numerical

(For Use In Most States)

SCHEDULE I
TO FINANCING STATEMENT

All Net Revenues from the System; the System; all funds in the Revenue Fund, the Renewal and Replacement Fund, the Bond Construction Trust Fund, the Series 2000 A Bonds Sinking Fund and the Series 2000 A Bonds Reserve Account; and all funds deposited from time to time; and all proceeds of the foregoing.

For the purposes of this financing statement, these terms are defined as follows:

"Bond Construction Trust Fund" means the Bond Construction Trust Fund established by Section 4.01 of the Bond Ordinance described below.

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

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

"Renewal and Replacement Fund" means the Renewal and Replacement established and continued by the Prior Ordinances.

"Revenue Fund" means the Revenue Fund established and continued by the Ordinances.

"Series 2000 A Bonds Sinking Fund" means the Series 2000 A Bonds Sinking Fund established by Section 4.02 of the Bond Ordinance described below.

"Series 2000 A Bonds Reserve Account" means the Series 2000 A Bonds Reserve Account established in the Series 2000 A Bonds Sinking Fund pursuant to Section 4.02 of the Bond Ordinance described below.

"System" means the existing sewerage system facilities as expanded by the Project, and all facilities and other property of every nature, real or personal, now or hereafter owned, held or used in connection with said sewerage system; and shall include any and all additions, extensions, improvements, properties or other facilities at any time acquired or constructed for the System after completion of the Project.

Other defined terms used in this Schedule I and not defined herein shall have the meanings ascribed to them in the Bond Ordinance authorizing the City of Nitro Sewerage System Revenue Bonds, Series 2000 A, a copy of which is on file and may be inspected at the office of the Secured Party indicated above.

REGULAR MEETING
JULY 20, 1999

MEMBERS PRESENT: Gary Sigman, Brent Null, Patti Babcock
STAFF PRESENT: None
GUESTS PRESENT: None

The regular meeting of the NPPSD Board of Commissioners held on Tuesday, July 20, 1999, at the District Office in Ban. Chairman Sigman began by welcoming Brent Null to the Board. Because we have functioned as a two-member Board for several years, a working relationship of the system and the office has developed and unwritten rules established. An effort to bring Mr. Null into the patterns will be made quickly, especially as he expressed a willingness to become involved as opposed to only attending meetings.

Minutes of the June meeting were read and approved by Gary. The bank balance was listed as \$13,109.17 at the end of June. Gary motioned to pay the bills as presented.

It was noted the roadway from Rt. 62 to the plant had finally been cleared, at a cost of approximately \$1200. This has been needed for several years and has prohibited many vehicles from traveling to the plant for fear of paint damage. It was agreed this would be done again later in the year.

At the time WVAWC changed to a new computer system, they were unable to provide us with accurate collection fees. This led to estimated payments. Eight months later, reconciliation has revealed \$12,504.27 overpayment. This will be deducted each week from our payment for 25 weeks.

#1 lift station upgrade is nearly complete requiring only valve flanges changes. New pump seal packing was discussed and it was agreed to try a new material which could reduce our costs as much as 75%.

Plant cleanup is well underway and new doors are to be quoted. Painting estimates run from \$22,000 to \$9,000. It was agreed to continue seeking bids.

Mr. Null was brought up to date on the generator needs. He is currently doing a study to help us finalize our tentative plan for one mobile unit.

In 1991, North Putnam was approached by the Town of Nitro with a request to allow them to serve the Poca River area which is in the district boundaries of North Putnam. There was no objection individually to this, but no action was taken in a

There being no further business, the meeting adjourned at
10:00 p.m.

Respectfully,

Patti Babcock
Patti Babcock

CITY OF NITRO RESOLUTION AUTHORIZING
MAYOR TO SUBMIT PETITION UPON BEHALF
OF THE GOVERNING BODY OF THE CITY SEEKING
PUTNAM COUNTY COMMISSION ORDER
ALLOWING THE EXTENSION OF SEWER SERVICE
INTO THE POCA RIVER SERVICE AREA OF
THE NORTH PUTNAM PUBLIC SERVICE DISTRICT

WHEREAS, the Putnam County Commission has heretofore demonstrated its approval of the acquisition and construction of certain additions, improvements and betterments to the City's sewerage facilities consisting of the extension of the sanitary sewage collection system to sections of Dairy Road and Poca River Road through the contribution of a grant toward the project costs; and

WHEREAS, the project is designed to benefit the residents of the Poca River service area of Putnam County, and the public interest is promoted by the Putnam County Commission's approval of the project; and

WHEREAS, the territory to be served by this project includes an area that currently lies within the territory of the North Putnam Public Service District; and

WHEREAS, the Public Service Commission of West Virginia issued a Certificate of Convenience and Necessity for the project, dated November 15, 1999.

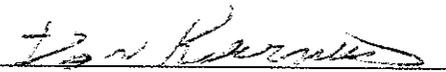
THEREFORE, the City Council for the City of Nitro hereby authorizes the Honorable Rusty Casto, Mayor, to submit a petition on behalf of the Governing Body of the City of Nitro to the Putnam County Commission seeking an order pursuant to § 16-13A-2 of the West Virginia Code of 1931, as amended, authorizing the Nitro Sanitary Board's extension of sewer service into the Poca River service area of what is now the North Putnam Public Service District.

FURTHER, such petition shall require that said order shall provide that the subject service area is, upon adoption, and subject to public hearing pursuant to W.Va. Code 16-13A-

2(c), a part of the Nitro Sanitary Board Service Area and no longer a part of the North Putnam Public Service District.

Adopted this 15TH day of FEB. 2000, by the City Council of the
of Nitro, West Virginia, at its regularly scheduled meeting.

CITY OF NITRO, West Virginia

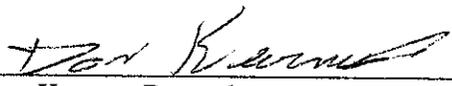
By: 
Don Karnes, Recorder

VERIFICATION

STATE OF WEST VIRGINIA,

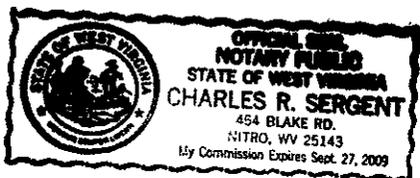
COUNTY OF KANAWHA, to-wit:

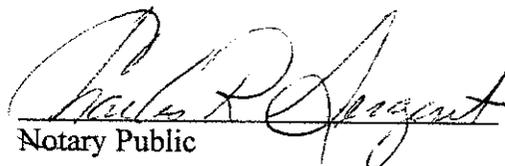
I, Don Karnes, after being duly sworn, upon my oath depose and say that I am the Recorder of the City of Nitro, West Virginia, that I have read and am familiar with the RESOLUTION adopted on behalf of the City of Nitro, and that the facts and allegations contained therein are true, except so far as they are therein stated to be on information and belief and that, so far as they are therein stated to be on information and belief, I believe them to be true.


Don Karnes, Recorder

Taken, subscribed and sworn to before me, the undersigned authority, this the 15th of FEBRUARY 2000.

My commission expires SEPTEMBER 27, 2009.




Notary Public

CITY OF NITRO
PETITION SEEKING AN ORDER BY
THE PUTNAM COUNTY COMMISSION
TO ALLOW THE EXTENSION OF SEWER SERVICE
INTO THE POCA RIVER SERVICE AREA OF
THE NORTH PUTNAM PUBLIC SERVICE DISTRICT

WHEREAS, by Recommended Decision entered on October 26, 1999, which became Final Order of the Public Service Commission of West Virginia on November 15, 1999, the Commission issued a certificate of public convenience and necessity to the Nitro Sanitary Board to acquire and construct certain additions, improvements and betterments to the sanitary sewer system of the City of Nitro, in Putnam County, to serve the Poca River service area. By that same order the PSC approved the Sanitary Board's proposed financing for the project, which was comprised of \$1,800,000 SRF bonds, a \$250,000 Sanitary Board SRF loan, a \$40,000 Putnam County Commission grant, and user contributions in the amount of \$55,000 to meet the total project costs of \$2,145,000; and

WHEREAS, the Nitro Sanitary Board subsequently enlarged the project to include approximately 43 additional customers increasing the total project costs by \$670,000 to be met out of a surplus of \$140,400 from Phase 1 listed above, an additional SRF loan, and customer surcharges; and

WHEREAS, the Putnam County Commission has heretofore demonstrated its approval of the project through the contribution of the above-mentioned grant toward construction and acquisition costs; and

WHEREAS, the project is designed to benefit the residents of the Poca River service area of Putnam County, and the public interest is promoted by the Putnam County Commission's approval of the project; and

WHEREAS, the territory to be served by this project includes an area that falls with territory of the North Putnam Public Service District. A copy of the minutes of the July 20, 1999, regular meeting of the North Putnam Public Service District is attached hereto as Exh A, and a copy of an October 25, 1991, letter from then General Manager Tony Wyatt attach hereto as Exhibit B, as evidence of that body's long-term support for this project.

THEREFORE, the City of Nitro respectfully requests that the Putnam County Commission adopt an order pursuant to § 16-13A-2 of the West Virginia Code of 1931, as amended, authorizing the Nitro Sanitary Board's extension of sewer service into the Poca R service area of what is now the North Putnam Public Service District being more fully defin follows:

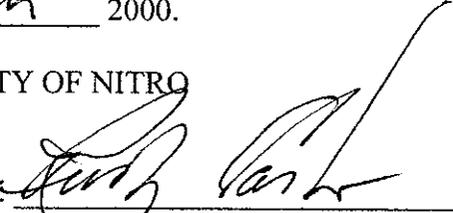
[See legal description and drawing attached.]

and shall cause notice to be published as required by law.

FURTHER, such order shall provide that the subject service area is, upon adoption a subject to public hearing pursuant to § 16-13A-2(c), a part of the Nitro Sanitary Board Servi Area and no longer a part of the North Putnam Public Service District.

Dated this 7th day of March 2000.

CITY OF NITRO

By: 
Rusty Casto, Mayor and Chairman
Nitro Sanitary Board

VERIFICATION

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

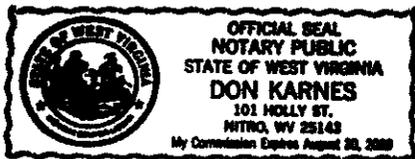
I, Rusty Casto, after being duly sworn, upon my oath depose and say that I am the Mayor of the City of Nitro and the Chairman of the Nitro Sanitary Board of the City of Nitro, West Virginia, that I have read and am familiar with the PETITION filed on behalf of the City of Nitro, and that the facts and allegations contained therein are true, except so far as they are therein stated to be on information and belief, and that, so far as they are therein stated to be on information and belief, I believe them to be true.



Rusty Casto, Mayor and Chairman
Nitro Sanitary Board

Taken, subscribed and sworn to before me, the undersigned authority, this the 7^T
of MARCH 2000.

My commission expires AUGUST 30, 2009.





Notary Public

REGULAR MEETING

JULY 20, 1999

MEMBERS PRESENT: Gary Sigman, Brent Null, Patti Babcock
STAFF PRESENT: None
GUESTS PRESENT: None

The regular meeting of the NPPSD Board of Commissioners was held on Tuesday, July 20, 1999, at the District Office in Bancroft. Chairman Sigman began by welcoming Brent Null to the Board. Because we have functioned as a two-member Board for several years, a working relationship of the system and the office has developed and unwritten rules established. An effort to bring Mr. Null into the patterns will be made quickly, especially as he expressed a willingness to become involved as opposed to only attending meetings.

Minutes of the June meeting were read and approved by Gary Sigman. The bank balance was listed as \$3,109.17 at the end of June. Gary motioned to pay the bills as presented.

It was noted the roadway from Rt. 62 to the plant had finally been cleared at a cost of approximately \$200. This has been needed for several years and has prohibited many vehicles from traveling to the plant for fear of paint damage. It was agreed this would be done again later in the year.

At the time WVAWC changed to a new computer system, they were unable to provide us with accurate collection fees. This led to estimated payments. Eight months later, reconciliation has revealed \$2,504.27 overpayment. This will be deducted each week from our payment for 25 weeks.

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Plant cleanup is well underway and new doors are to be quoted. Painting estimates run from \$22,000 to \$9,000. It was agreed to continue seeking bids.

Mr. Null was brought up to date on the generator needs. A study is currently being done to help us finalize our tentative plan for one mobile unit.

In 1997, North Putnam was approached by the Town of Nitro with a request to allow them to serve the Poca River area which is in the district boundaries of North Putnam. There was no objection individually to this, but no action was taken in a formal meeting. Nitro is now ready to proceed with this. Gary Sigman

There being no further business, the meeting adjourned at
10:00 p.m.

Respectfully,

Patti Babcock

Patti Babcock

NORTH PUTNAM PUBLIC SERVICE DISTRICT



POST OFFICE BOX 59
BANCROFT, WV 25011

Omer Bennett, Chairman
Patti Babcock, Secretary
Jeff Pratt, Treasurer
Tony Wyatt, General Manager

RECEIVED OCT 28 1991

Exhibit B

October 23, 1991

Chapman Technical
P.O. Box 1355
St. Albans, WV 25177

Dears Sirs

This letter is to confirm that the North Putnam Public Service District has no objections to the proposed sewer extension currently under review with the Town Of Poca and Chapman Technical.

If I may be of further assistance in this matter please feel free to contact me.

Sincerely

A handwritten signature in cursive script that reads "Tony Wyatt".

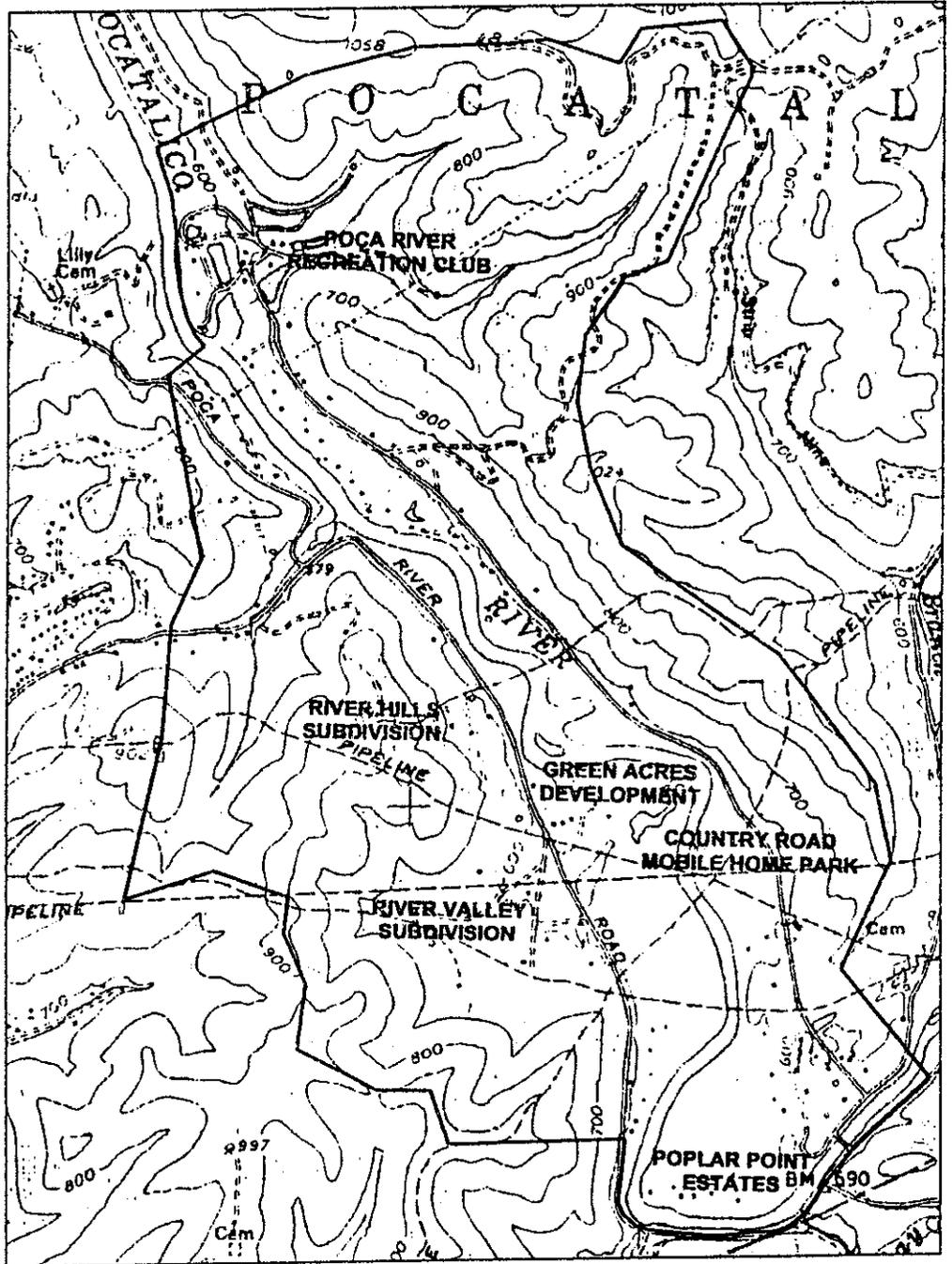
Tony Wyatt
General Manager

Beginning at a point marking the intersection of Oakmont Street
with Dairy Road;

thence N 10°53'02'' E
a distance of 1330.31' to a point
thence N 02°08'50'' E
a distance of 958.82' to a point
thence N 21°39'14'' E
a distance of 588.26' to a point
thence N 12°07'35'' W
a distance of 1555.30' to a point
thence N 48°26'40'' E
a distance of 370.82' to a point
thence N 42°00'28'' W
a distance of 120.38' to a point
thence N 26°34'54'' W
a distance of 150.03' to a point
thence N 17°01'56'' W
a distance of 229.20' to a point
thence N 09°57'28'' W
a distance of 258.82' to a point
thence N 01°04'54'' W
a distance of 237.08' to a point
thence N 09°18'60'' W
a distance of 276.46' to a point
thence N 19°35'10'' W
a distance of 427.23' to a point
thence N 61°21'37'' E
a distance of 1315.67' to a point
thence N 73°19'25'' E
a distance of 880.31' to a point
thence N 86°23'07'' E
a distance of 780.30' to a point
thence N 82°00'03'' E
a distance of 289.25' to a point
thence S 72°31'46'' E
a distance of 595.89' to a point
thence N 29°22'32'' E
a distance of 328.46' to a point
thence N 82°20'50'' E
a distance of 648.64' to a point
thence S 33°51'33'' E
a distance of 473.94' to a point
thence S 21°12'08'' W
a distance of 1707.75' to a point
thence S 66°54'31'' W
a distance of 364.90' to a point
thence S 31°41'09'' W
a distance of 562.37' to a point
thence S 04°09'15'' W
a distance of 556.03' to a point
thence S 12°50'00'' E
a distance of 564.19' to a point
thence S 23°47'30'' E
a distance of 698.94' to a point

thence S 55°46'34" E
a distance of 1542.66' to a point
thence S 37°48'39" E
a distance of 1335.98' to a point
thence S 13°27'29" E
a distance of 634.61' to a point
thence S 22°06'31" W
a distance of 975.11' to a point
thence S 39°10'14" E
a distance of 1175.99' to a point
thence S 44°13'17" W
a distance of 832.96' to a point
thence S 37°04'35" W
a distance of 336.35' to a point
thence S 30°38'13" W
a distance of 311.88' to a point
thence S 48°50'05" W
a distance of 174.72' to a point
thence S 69°09'34" W
a distance of 123.15' to a point
thence S 84°08'53" W
a distance of 214.86' to a point
thence S 82°34'26" W
a distance of 254.23' to a point
thence N 85°52'31" W
a distance of 532.99' to a point
thence N 72°29'11" W
a distance of 109.19' to a point
thence N 46°39'26" W
a distance of 135.64' to a point
thence N 23°58'40" W
a distance of 107.89' to a point
thence N 04°46'01" E
a distance of 197.84' to a point
thence N 03°18'30" E
a distance of 323.68' to a point
thence S 86°43'55" W
a distance of 1400.95' to a point
thence N 19°59'47" W
a distance of 467.44' to a point
thence S 89°12'57" W
a distance of 416.78' to a point
thence N 63°03'04" W
a distance of 730.09' to a point
thence N 05°18'17" E
a distance of 555.74' to a point
thence N 24°41'33" W
a distance of 464.63' to a point
thence N 04°14'22" E
a distance of 308.90' to a point
thence N 71°12'34" W
a distance of 619.86' to a point
thence S 70°28'35" W

a distance of 751.08' to the Point of Beginning and containing 905.64 acres, more or less. This are includes portions of Poca River Road, Dairy Road, and duPont Road and generally contains River Hills Subdivision, River Valley Subdivision, Green Acres Subdivision, Poplar Point Estates, Country Road Mobile Home Park, and Poca Recreation Club.



CITY OF NITRC	
POCA RIVER ROAD SEWER EXTENSION PRO	
PUTNAM COUNTY, WEST V	
NO SCALE	DATE: FEB
S & S ENGINEERS, INC. 501 EAGLE MTN. RD. CHARLESTON, WEST VIRGINIA	

ORDER OF THE PUTNAM COUNTY COMMISSION TO
ALLOW THE EXTENSION OF SEWER SERVICE BY THE
NITRO SANITARY BOARD INTO THE POCA RIVER
SERVICE AREA OF THE NORTH PUTNAM PUBLIC
SERVICE DISTRICT AND THE TRANSFER OF SAID
TERRITORY TO THE NITRO SANITARY BOARD

WHEREAS, by Recommended Decision entered on October 26, 1999, which became Final Order of the Public Service Commission of West Virginia on November 15, 1999, the P issued a certificate of public convenience and necessity to the Nitro Sanitary Board to acquire and construct certain additions, improvements and betterments to the sanitary sewer system of the City of Nitro, in Putnam County, to serve the Poca River service area. By that same order the PSC approved the Sanitary Board's proposed financing for the project, which was comprised of \$1,800,000 SRF bonds, a \$250,000 Sanitary Board SRF loan, a \$40,000 Putnam County Commission grant, and user contributions in the amount of \$55,000 to meet the total project costs of \$2,145,000; and

WHEREAS, the Nitro Sanitary Board subsequently enlarged the project to include approximately 43 additional customers increasing the total project costs by \$670,000 to be made up of a \$140,400 surplus from Phase 1 listed above, an additional SRF loan, and customer surcharges; and

WHEREAS, the Putnam County Commission has heretofore demonstrated its approval of the project through the contribution of the above-mentioned grant toward construction and acquisition costs; and

WHEREAS, the project is designed to benefit the residents of the Poca River service area of Putnam County, and the public interest is promoted by the Putnam County Commission's approval of the project; and

WHEREAS, the territory to be served by this project includes an area that falls within territory of the North Putnam Public Service District. A copy of the minutes of the July 20, 1999, regular meeting of the North Putnam Public Service District is attached hereto as Exhibit A, and a copy of an October 25, 1991, letter from then General Manager Tony Wyatt attached hereto as Exhibit B, as evidence of that body's long-term support for this project; and

WHEREAS, the City of Nitro filed a Petition with the Putnam County Commission on March 15, 2000, seeking an Order by the Commission to allow the extension of sewer service into the Poca River Service Area of the North Putnam Public Service District; and

WHEREAS, notice of public hearing of said Order to be held on April 19, 2000, was duly given by publication on April 6, 2000, in The Hurricane Breeze, an authorized newspaper of general circulation in Putnam County, an affidavit of publication being attached hereto.

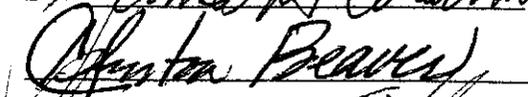
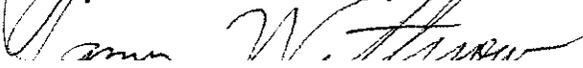
THEREFORE, the Putnam County Commission hereby adopts an Order pursuant to § 13A-2 of the West Virginia Code of 1931, as amended, authorizing the Nitro Sanitary Board's extension of sewer service into the Poca River service area of what is now the North Putnam Public Service District being more fully defined as follows:

[See legal description and drawing attached.]

FURTHER, the subject service area is, subject to public hearing pursuant to § 16-13A-2(c) and upon adoption of said Order, a part of the Nitro Sanitary Board Service Area and no longer a part of the North Putnam Public Service District.

Dated this 19th day of April 2000.

PUTNAM COUNTY COMMISSION

By: 



EXHIBIT

tabbles

A

REGULAR MEETING
JULY 20, 1999

MEMBERS PRESENT: Gary Sigman, Brent Null, Patti Babcock
STAFF PRESENT: None
GUESTS PRESENT: None

The regular meeting of the NPPSD Board of Commissioners was held on Tuesday, July 20, 1999, at the District Office in Bancroft. Chairman Sigman began by welcoming Brent Null to the Board. Because we have functioned as a two-member Board for several years, a working relationship of the system and the office has developed and unwritten rules established. An effort to bring Mr. Null into the patterns will be made quickly, especially as he expressed a willingness to become involved as opposed to only attending meetings.

Minutes of the June meeting were read and approved by Gary. The bank balance was listed as \$13,109.17 at the end of June. Gary motioned to pay the bills as presented.

It was noted the roadway from Rt. 62 to the plant had finally been cleared. at a cost of approximately \$1200. This has been needed for several years and has prohibited many vehicle from traveling to the plant for fear of paint damage. It was agreed this would be done again later in the year.

At the time WVAWC changed to a new computer system, they were unable to provide us with accurate collection fees. This led to estimated payments. Eight months later, reconilization has revealed \$12,504.27 overpayment. This will be deducted each week from our payment for 25 weeks.

#1 lift station upgrade is nearly complete requiring only valve flanges changes. New pump seal packing was discussed and it was agreed to try a new material which could reduce our cost as much as 75%.

Plant cleanup is well underway and new doors are to be quoted. Painting estimates run from \$22,000 to \$9,000. It was agreed to continue seeking bids.

Mr. Null was brought up to date on the generator needs. AEP is currently doing a study to help us finalize our tentative plan for one mobile unit.

In 1991, North Putnam was approached by the Town of Nitro with a request to allow them to serve the Poca River area which is in the district boundaries of North Putnam. There was no objection individually to this, but no action was taken in a formal meeting. Nitro is now ready to proceed with this. Gary motioned to allow Nitro to serve the Poca River area. No object.

There being no further business, the meeting adjourned at
10:00 p.m.

Respectfully,

Patti Babcock
Patti Babcock



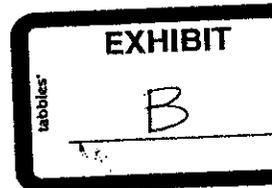
NORTH PUTNAM PUBLIC SERVICE DISTRICT

POST OFFICE BOX 59
BANCROFT, WV 25011

Omer Bennett, Chairman
Patti Babcock, Secretary
Jeff Pratt, Treasurer
Tony Wyatt, General Manager

RECEIVED OCT 28 1991

October 25, 1991



Champan Technical
P.O. Box 1355
SOM Albans, WV 25177

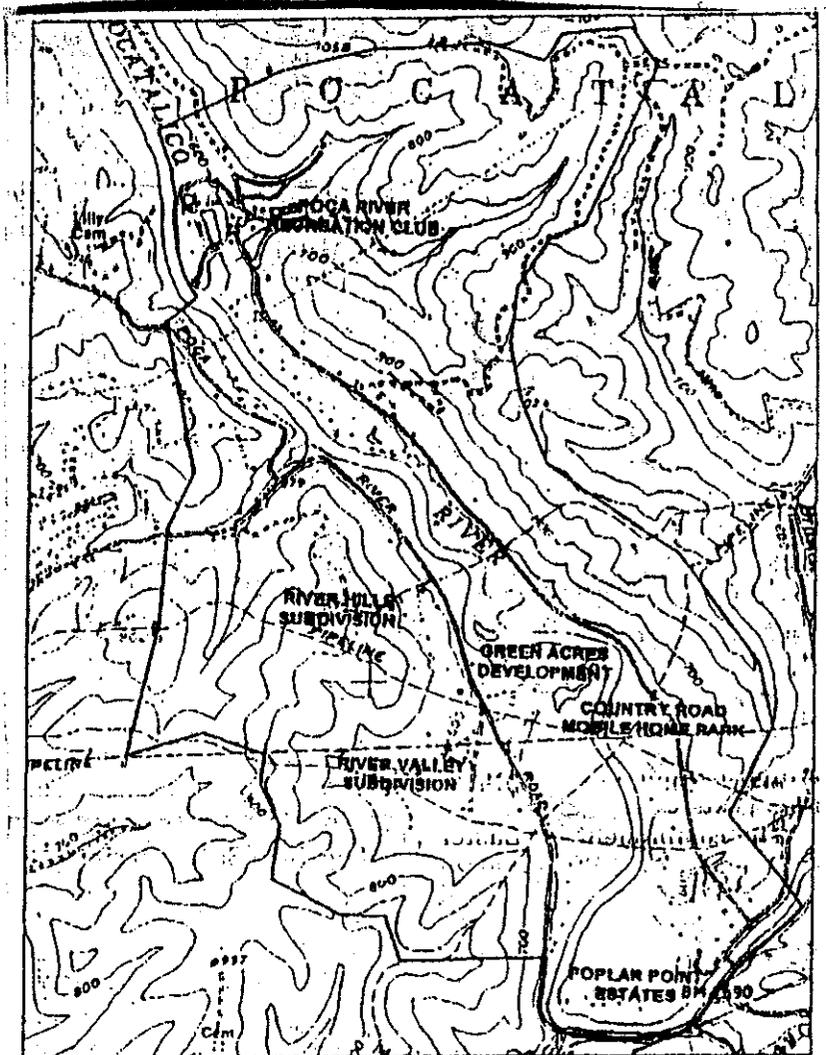
Dears Sirs

This letter is to confirm that the North Putnam Public Service District has no objections to the proposed sewer extension currently under review with the Town Of Poca and Champan Technical.

If I may be of further assistance in this matter please feel free to contact me.

Sincerely

Tony Wyatt
General Manager



CITY OF NITRO, POCA RIVER ROAD SEWER EXTENSION PROJECT,
PUTNAM COUNTY, WEST VIRGINIA

WHEREAS, the subject service area will be subject to public hearing and upon adoption, a part of the Nitro Sanitary Board Service Area and no longer a part of the North Putnam Public Service District.

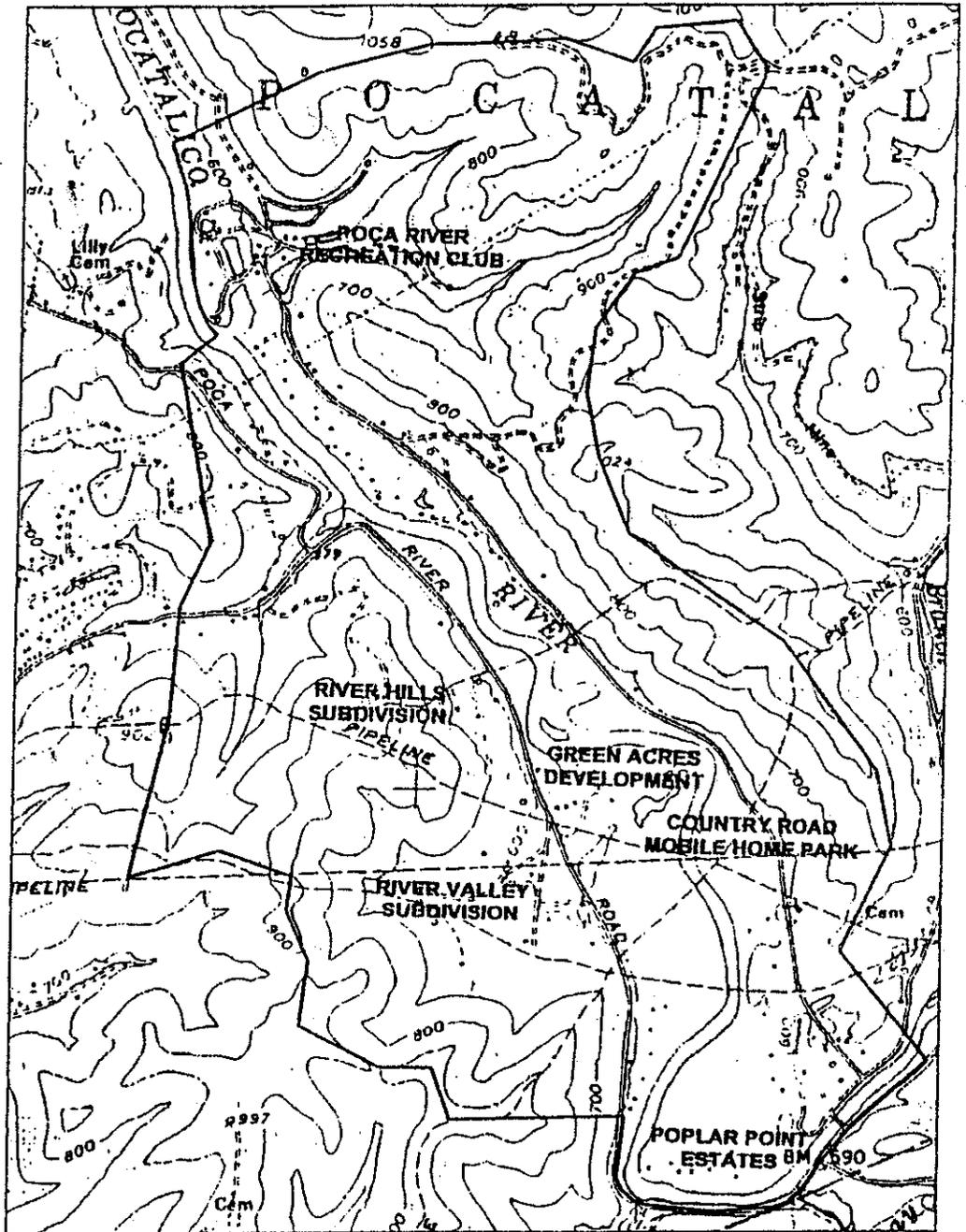
THEREFORE, pursuant to § 16-13A-2(c), a public hearing on the matter will be held at 9:00 a.m., Wednesday, April 19, 2000, in the County Commission Chambers, Putnam County Courthouse, Winfield, West Virginia.

Beginning at a point marking the intersection of Oakmont Street
with Dairy Road;

thence N 10°53'02'' E
a distance of 1330.31' to a point
thence N 02°08'50'' E
a distance of 958.82' to a point
thence N 21°39'14'' E
a distance of 588.26' to a point
thence N 12°07'35'' W
a distance of 1555.30' to a point
thence N 48°26'40'' E
a distance of 370.82' to a point
thence N 42°00'28'' W
a distance of 120.38' to a point
thence N 26°34'54'' W
a distance of 150.03' to a point
thence N 17°01'56'' W
a distance of 229.20' to a point
thence N 09°57'28'' W
a distance of 258.82' to a point
thence N 01°04'54'' W
a distance of 237.08' to a point
thence N 09°18'60'' W
a distance of 276.46' to a point
thence N 19°35'10'' W
a distance of 427.23' to a point
thence N 61°21'37'' E
a distance of 1315.67' to a point
thence N 73°19'25'' E
a distance of 880.31' to a point
thence N 86°23'07'' E
a distance of 780.30' to a point
thence N 82°00'03'' E
a distance of 289.25' to a point
thence S 72°31'46'' E
a distance of 595.89' to a point
thence N 29°22'32'' E
a distance of 328.46' to a point
thence N 82°20'50'' E
a distance of 648.64' to a point
thence S 33°51'33'' E
a distance of 473.94' to a point
thence S 21°12'08'' W
a distance of 1707.75' to a point
thence S 66°54'31'' W
a distance of 364.90' to a point
thence S 31°41'09'' W
a distance of 562.37' to a point
thence S 04°09'15'' W
a distance of 556.03' to a point
thence S 12°50'00'' E
a distance of 564.19' to a point
thence S 23°47'30'' E
a distance of 698.94' to a point

thence S 55°46'34" E
a distance of 1542.66' to a point
thence S 37°48'39" E
a distance of 1335.98' to a point
thence S 13°27'29" E
a distance of 634.61' to a point
thence S 22°06'31" W
a distance of 975.11' to a point
thence S 39°10'14" E
a distance of 1175.99' to a point
thence S 44°13'17" W
a distance of 832.96' to a point
thence S 37°04'35" W
a distance of 336.35' to a point
thence S 30°38'13" W
a distance of 311.88' to a point
thence S 48°50'05" W
a distance of 174.72' to a point
thence S 69°09'34" W
a distance of 123.15' to a point
thence S 84°08'53" W
a distance of 214.86' to a point
thence S 82°34'26" W
a distance of 254.23' to a point
thence N 85°52'31" W
a distance of 532.99' to a point
thence N 72°29'11" W
a distance of 109.19' to a point
thence N 46°39'26" W
a distance of 135.64' to a point
thence N 23°58'40" W
a distance of 107.89' to a point
thence N 04°46'01" E
a distance of 197.84' to a point
thence N 03°18'30" E
a distance of 323.68' to a point
thence S 86°43'55" W
a distance of 1400.95' to a point
thence N 19°59'47" W
a distance of 467.44' to a point
thence S 89°12'57" W
a distance of 416.78' to a point
thence N 63°03'04" W
a distance of 730.09' to a point
thence N 05°18'17" E
a distance of 555.74' to a point
thence N 24°41'33" W
a distance of 464.63' to a point
thence N 04°14'22" E
a distance of 308.90' to a point
thence N 71°12'34" W
a distance of 619.86' to a point
thence S 70°28'35" W

a distance of 751.08' to the Point of Beginning and containing 905.64 acres, more or less. This area includes portions of Poca River Road, Dairy Road, and duPont Road and generally contains River Hills Subdivision, River Valley Subdivision, Green Acres Subdivision, Poplar Point Estates, Country Road Mobile Home Park, and Poca Recreation Club.



CITY OF NITRO
POCA RIVER ROAD
SEWER EXTENSION PROJ
PUTNAM COUNTY, WEST VI
 NO SCALE DATE: FEB.

S & S ENGINEERS, INC.
 501 EAGLE MTN. RD.
 CHARLESTON, WEST VIRGINIA

NOTICE OF PUBLIC HEARING

WHEREAS, the City of Nitro filed a Petition with the Putnam County Commission on March 15, 2000, seeking an Order by the Commission to allow the extension of sewer service into the Poca River Service Area of what is now the North Putnam Public Service District; and

WHEREAS, the Putnam County Commission contemplates adoption of such an Order pursuant to § 16-13A-2 of the West Virginia Code of 1931, as amended, authorizing the Nitro Sanitary Board's extension of sewer service into the subject service area more fully defined as follows:

Beginning at a point marking the intersection of Oakmont Street with Dairy Road; thence N 10° 53' 02" E, a distance of 1330.31' to a point; thence N 02° 08' 50" E, a distance of 958.82' to a point; thence N 21° 39' 14" E, a distance of 588.26' to a point; thence N 12° 07' 35" W, a distance of 1555.30' to a point; thence N 48° 26' 40" E, a distance of 370.82' to a point; thence N 42° 00' 28" W, a distance of 120.38' to a point; thence N 26° 34' 54" W, a distance of 150.03' to a point; thence N 17° 01' 56" W, a distance of 229.20' to a point; thence N 09° 57' 28" W, a distance of 258.82' to a point; thence N 01° 04' 54" W, a distance of 237.08' to a point; thence N 09° 18' 60" W, a distance of 276.46' to a point; thence N 19° 35' 10" W, a distance of 427.23' to a point; thence N 61° 21' 37" E, a distance of 1315.67' to a point; thence N 73° 19' 25" E, a distance of 880.31' to a point; thence N 86° 23' 07" E, a distance of 780.30' to a point; thence N 82° 00' 03" E, a distance of 289.25' to a point; thence S 72° 31' 46" E, a distance of 595.89' to a point; thence N 29° 22' 32" E, a distance of 328.46' to a point; thence N 82° 20' 50" E, a distance of 648.64' to a point; thence S 33° 51' 33" E, a distance of 473.94' to a point; thence S 21° 12' 08" W, a distance of 1707.75' to a point; thence S 66° 54' 31" W, a distance of 364.90' to a point; thence S 31° 41' 09" W, a distance of 562.37' to a point; thence S 04° 09' 15" W, a distance of 556.03' to a point; thence S 12° 50' 00" E, a distance of 564.19' to a point; thence S 23° 47' 30" E, a distance of 698.94' to a point; thence S 55° 46' 34" E, a distance of 1542.66' to a point; thence S 37° 48' 39" E, a distance of 1335.98' to a point; thence S 13° 27' 29" E, a distance of 634.61' to a point; thence S 22° 06' 31" W, a distance of 975.11' to a point; thence S 39° 10' 14" E, a distance of 1175.99' to a point; thence S 44° 13' 17" W, a distance of 832.96' to a point; thence S 37° 04' 35" W, a distance of 336.35' to a point; thence S 30° 38' 13" W, a distance of 311.88' to a point; thence S 48° 50' 05" W, a distance of 174.72' to a point; thence S 69° 09' 34" W, a distance of 123.15' to a point; thence S 84° 08' 53" W, a distance of 214.86' to a point; thence S 82° 34' 26" W, a distance of 254.23' to a point; thence N 85° 52' 31" W, a distance of 532.99' to a point; thence N 72° 29' 11" W, a distance of 109.19' to a point; thence N 46° 39' 26" W, a distance of 135.64' to a point; thence N 23° 58' 40" W, a distance of 107.89' to a point; thence N 04° 46' 01" E, a distance of 197.84' to a point; thence N 03° 18' 30" E, a distance of 323.68' to a point; thence S 86° 43' 55" W, a distance of 1400.95' to a point; thence N 19° 59' 47" W, a distance of 467.44' to a point; thence S 89° 12' 57" W, a distance of 416.78' to a point; thence N 63° 03' 04" W, a distance of 730.09' to a point; thence N 05° 18' 17" E, a distance of 555.74' to a point; thence N 24° 41' 33" W, a distance of 464.63' to a point; thence N 04° 14' 22" E, a distance of 308.90' to a point; thence N 71° 12' 34" W, a distance of 619.86' to a point; thence S 70° 28' 35" W

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ESTABLISHED 1900

COOKIE ALLEN
PUBLISHER

PHONE 304-562-9881

THE HURRICANE BREEZE
THE WEEKLY NEWSPAPER FOR ALL OF PUTNAM COUNTY
488 HURRICANE CREEK ROAD
P.O. BOX 310
HURRICANE, WEST VIRGINIA 25526

CERTIFICATE OF PUBLICATION

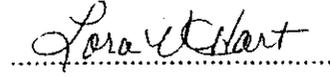
STATE OF WEST VIRGINIA,
COUNTY OF PUTNAM, To wit:

This day personally appeared before me, a Notary Public of said County of Putnam,.....Ron Allen.....of The Hurricane Breeze, and after being duly sworn deposes and says that the attached legal publication was duly published in The Hurricane Breeze for.....One ... (1) consecutive issues, in its issues dated .. April 6 .., 2000..



.....
The Hurricane Breeze

Subscribed and sworn to before me this...7th.....day
of.....April, 2000...



.....
Notary Public

