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THE CITY OF PARKERSBURG

COMBINED WATERWORKS AND SEWERAGE SYSTEM
REFUNDING REVENUE BONDS, SERIES 2006 D
(WEST VIRGINIA SRF PROGRAM)
AND
COMBINED WATERWORKS AND SEWERAGE SYSTEM
REVENUE BONDS, SERIES 2006 E
(WEST VIRGINIA SRF PROGRAM)

DATE OF CLOSING: DECEMBER 14, 2006

BONDS TRANSCRIPT

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THE CITY OF PARKERSBURG

COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM) AND COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM)

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THE CITY OF PARKERSBURG

COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM)
AND
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM)

BOND ORDINANCE

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THE CITY OF PARKERSBURG

CONFORMED ORDINANCE

ORDINANCE AUTHORIZING THE REFUNDING OF THE OUTSTANDING COMBINED WATERWORKS AND SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 2005 A; AND AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF PARKERSBURG AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $10,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM), AND NOT MORE THAN $6,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS:

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 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

A. The City of Parkersburg (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Wood County of said State.

B. The Issuer presently owns and operates, through the Parkersburg Utility Board (the "Board"), a public combined waterworks and sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer, consisting of (i) the construction of modifications to the 6th Street Pumping Station, including three new pumps, controls, electrical, emergency generation, and required interior and exterior piping and valve modifications, along with miscellaneous structural and ventilation work, and (ii) the construction of approximately 4,510 linear feet of 36 inch force main, together with all appurtenant facilities, in accordance with the plans and specifications prepared by the Consulting Engineers (the "6th Street Pump Station Project") and construction of improvements to the existing sanitary sewer system to remedy existing environmental problems (the "Environmental Project"), which plans and specifications have heretofore been filed with the City Clerk of the Issuer (collectively, the "Project") (the existing public combined waterworks and sewerage system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System").

C. The Issuer has heretofore temporarily financed a portion of the cost of the Environmental Project pursuant to the issuance of its Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 2005 A, dated August 15, 2005, issued in the original aggregate principal amount of $9,000,000, outstanding in the approximate amount of $636,280.84, plus accrued interest (the "Series 2005 A Notes").

D. The Series 2005 A Notes were issued pursuant to an ordinance of the Issuer enacted on July 12, 2005 (the "Series 2005 A Notes Ordinance").

E. The Issuer must provide permanent financing of the improvements heretofore temporarily financed by the proceeds of the Series 2005 A Notes pursuant to the terms of the Series 2005 A Notes Ordinance.

F. The Issuer intends (i) to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Water Pollution Control Revolving Fund Program (the "SRF Program"), pursuant to the Act; and (ii) to currently refund the Series 2005 A Notes through the issuance of its revenue bonds to the Authority, which administers the SRF Program pursuant to the Act.

G. The estimated revenues to be derived in each year after completion of the Project and the refunding of the Series 2005 A Notes from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal

of and interest on the Bonds (as hereinafter defined) and to make payments into all funds and accounts and other payments provided for herein.

H. It is deemed necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds, in the total aggregate principal amount of not more than $16,500,000 in two or more series (collectively, the "Series 2006 Bonds"), initially planned to be (i) the Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program), in the aggregate principal amount of not more than $10,500,000 (the "Series 2006 D Bonds"), the proceeds of which will be used to currently refund the Issuer's outstanding Series 2005 A Notes, pay the costs of the acquisition and construction of the Environmental Project, and to pay costs of issuance of the Series 2006 D Bonds; and (ii) the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), in the aggregate principal amount of not more than $6,000,000 (the "Series 2006 E Bonds"), the proceeds of which will be used to pay the costs of acquisition and construction of the 6th Street Pump Station Project, fund a reserve account for this series of bonds, and to pay costs of issuance of the Series 2006 E Bonds. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor and eligible under the Act; the cost of refunding the Series 2005 A Notes; interest, if any, upon the Series 2006 Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Reserve Accounts (as hereinafter defined) for the Series 2006 Bonds; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; commitment fees; fees and expenses of the Authority including the SRF Administrative Fee (as hereinafter defined); discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2006 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the design, acquisition or construction of the Project and the placing of same in operation; and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2006 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

I. The period of usefulness of the System after completion of the Project is not less than 30 years.

J. It is in the best interests of the Issuer that its Series 2006 D Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and among the Issuer, the Authority, and the West Virginia Department of Environmental Protection (the "DEP"), and its Series 2006 E Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and among the Issuer, the Authority and the DEP, all in

form satisfactory to the respective parties, to be approved hereby if not previously approved by resolution of the Issuer.

K. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2006 D Bonds and the Series 2006 E Bonds as to liens, pledge and source of and security for payment, being the (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), dated March 4, 2003, issued in the original aggregate principal amount of $4,000,000, (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), dated March 4, 2003, issued in the original aggregate principal amount of $3,250,000, (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), dated August 4, 2003, issued in the original aggregate principal amount of $926,000, (iv) the Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), dated August 4, 2003, issued in the original aggregate principal amount of $4,326,705, (v) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A, dated August 1, 2005, issued in the original aggregate principal amount of $34,950,000, and (vi) Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 C, dated June 15, 2006, issued in the original aggregate principal amount of $17,425,000. The Series 2003 A Bonds, the Series 2003 B Bonds, the Series 2003 D Bonds, the Series 2003 E Bonds, the Series 2005 A Bonds, and the Series 2006 C Bonds are referred to herein collectively as the "Prior Bonds." The Prior Bonds are payable from and secured by a first lien on the Gross Revenues of the System.

The Series 2006 Bonds shall be issued on a parity with the Prior Bonds, with respect to liens, pledge, source of and security for payment and in all other respects. Prior to the issuance of the Series 2006 Bonds, the Issuer will obtain (a) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met and (b) the written consent of the registered owners of the Prior Bonds to the issuance of the Series 2006 Bonds on a parity with the Prior Bonds. Except for the Prior Bonds the Issuer has no other bonds, notes or other obligations secured by or payable from revenues or assets of the System.

L. The Issuer has complied with all requirements of West Virginia law and the Loan Agreements (hereinafter defined) relating to authorization of the acquisition, construction and operation of the Project and the System, the refunding of the Series 2005 A Notes, and issuance of the Series 2006 Bonds, or will have so complied prior to issuance of any thereof, including, among other things, the approval of the Project and the financing thereof by the West Virginia Infrastructure and Jobs Development Council and the West Virginia Water Pollution Control Revolving Fund Program and the obtaining of a Certificate of Public Convenience and Necessity from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will (1) have expired prior to the issuance of the Series 2006 Bonds; (2) such final order will not be subject to appeal; or (3) the time for appeal of such order shall not have expired, however, all parties to such case

before the Public Service Commission of West Virginia shall have stated that they will not appeal such order.

M. The Project has been reviewed and determined to be technically and financially feasible by the West Virginia Infrastructure and Jobs Development Council (the "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 2006 Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Series 2006 Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 8, Article 20 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 2006 Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority.

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

"Board" means the Parkersburg Utility Board of the Issuer.

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

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

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

"Bonds" means, collectively, the Series 2006 Bonds and the Prior Bonds and, where appropriate, any bonds on a parity therewith or subordinate thereto subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2006 Bonds for all or a portion of the proceeds of the Series 2006 Bonds from the DEP.

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

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

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

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

"Costs" or "Costs of the Project" means those costs described in Section 1.02(H) hereof to be a part of the costs of design, acquisition and construction of the Project.

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

"DEP" means the West Virginia Department of Environmental Protection, or any other agency, board or department of the state that succeeds to the functions of the DEP.

"Depository Bank" means the bank designated as such by resolution of the Board.

"Depreciation Fund" means the Depreciation Fund established by the Prior Ordinances and continued hereby.

"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 City Council of the Issuer, as it may now or hereafter be constituted.

"Government Obligations" means direct and general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidences of ownership of proportionate interests in future interest and principal payments of such obligations; provided that, investments in such proportionate interests shall be limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account separate from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

"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, and includes any proceeds from the sale or other disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments, as hereinafter defined) or any Tap Fees, as hereinafter defined.

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

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

"Investment Property" means

(A) any security (within the meaning of Section 165(g)(2)(A) or (B) of the Code),

(B) any obligation,

(C) any annuity contract,

(D) any investment-type property, or

(E) in the case of a bond other than a private activity bond, any residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan.

Except as provided in the following sentence, the term "Investment Property" does not include any tax-exempt bond. With respect to an issue other than an issue a part of which is a specified private activity bond (as defined in section 57(a)(5)(C) of the Code), the term "Investment Property" includes a specified private activity bond (as so defined).

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

"Loan Agreement" or "Loan Agreements" means individually or collectively, the Bond Purchase Agreement heretofore entered, or to be entered into, by and among the Issuer, the Authority, and the DEP, providing for the purchase of the Series 2006 D Bonds from the Issuer by the Authority and the bond purchase agreement heretofore entered, or to be entered into, by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2006 E 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 or ratified by the Supplemental Resolution.

"Maximum Annual Debt Service" means, at the time of computation, the greatest amount of Debt Service required to be paid on the Bonds and the Prior Bonds for the then current or any succeeding Fiscal Year, assuming that the principal of any term bonds is deemed due on the earlier of their stated maturity date or the date on which they are required to be redeemed pursuant to mandatory sinking fund redemption.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2006 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any,

deposited in the Series 2006 D Bonds Reserve Account or the Series 2006 E Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2006 Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property as defined in Section 148(b) of the Code, that is not a purpose investment.

"Operating Expenses" unless qualified, means the current expenses, paid or accrued, of repair, operation and maintenance 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 of any project relating to the acquisition or construction of additions, betterments or improvements for the System), supplies, labor, wages, the cost of materials and supplies used for current operations, fees and expenses of fiscal agents and of the Depository Bank, Registrar and Paying Agent or Paying Agents, 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 Prior Bonds or the Series 2006 Bonds, charges for depreciation, losses from the sale or other disposition of or 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 or Prior Bonds and as of any particular date, describes all Bonds or Prior Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond or Prior Bond cancelled by the Bond Registrar or Registrar for Prior Bonds, at or prior to said date; (ii) any Bond or Prior Bonds, for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; (iv) any Prior Bond deemed to have been paid; and (v) for purposes of consents or other action by a specified percentage of Bondholders, or holders of Prior Bonds, any Bonds or Prior Bonds registered to the Issuer.

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

"Paying Agent" means the Commission or such other entity or authority as may be designated as a Paying Agent by the Issuer in the Supplemental Resolution with the written consent of the Authority and the DEP.

"Prior Bonds" means, collectively, the Issuer's: (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), dated March 4, 2003, issued in the original aggregate principal amount of $4,000,000, (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), dated March 4, 2003, issued in the original aggregate principal amount of $3,250,000, (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), dated August 4, 2003, issued in the original aggregate principal amount of $926,000, (iv) the Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), dated August 4, 2003, issued in the original aggregate principal amount of $4,326,705, (v) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A, dated August 1, 2005, issued in the original aggregate principal amount of $34,950,000, and (vi) Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 C, dated June 15, 2006, issued in the original aggregate principal amount of $17,425,000.

"Prior Bonds Reserve Accounts" means, collectively, the respective reserve accounts established for the Prior Bonds.

"Prior Bonds Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds.

"Prior Ordinances" means, collectively, the ordinances of the Issuer, as supplemented by the supplemental resolutions of the Issuer, authorizing the Prior Bonds.

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

"Project" means, collectively, the 6th Street Pumping Station Project and the Environmental Project described in Section 1.02B hereof.

"Qualified Investments" means and includes the following:

(a) Government Obligations;

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

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

Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

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

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

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

(g) Repurchase agreements or similar banking arrangements, fully secured by investments of the types described in paragraphs (a) through (e) above or fully insured by the FDIC, with member banks of the Federal Reserve system or 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 Board of Treasury Investments pursuant to Chapter 12, Article 6C 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 excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

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

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

"Registrar" means the Bond Registrar.

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

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Prior Bonds and the Series 2006 Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in any Reserve Account.

"Revenue Fund" means the Revenue Fund established by the Prior Ordinances and continued hereby.

"Series 2005 A Notes" means the Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 2005 A, dated August 15, 2005, issued in the original aggregate principal amount of $9,000,000.

"Series 2006 Bonds" means, collectively, the Series 2006 D Bonds and the Series 2006 E Bonds.

"Series 2006 D Bonds" means the Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

"Series 2006 D Bonds Construction Trust Fund" means the Series 2006 D Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2006 D Bonds Reserve Account" means the Series 2006 D Bonds Reserve Account established by Section 5.02 hereof.

"Series 2006 D Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2006 D Bonds in the then current or any succeeding year.

"Series 2006 D Bonds Sinking Fund" means the Series 2006 D Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2006 E Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

"Series 2006 E Bonds Construction Trust Fund" means the Series 2006 E Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2006 E Bonds Reserve Account" means the Series 2006 E Bonds Reserve Account established by Section 5.02 hereof.

"Series 2006 E Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2006 E Bonds in the then current or any succeeding year.

"Series 2006 E Bonds Sinking Fund" means the Series 2006 E Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds and the Series 2006 Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid under the Loan Agreements for the Series 2006 Bonds.

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

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

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2006 Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2006 Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Gross Revenues not required by the Bond Legislation or the Prior Ordinances to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the Sinking Funds, the Reserve Accounts and the Depreciation Fund.

"System" means the complete existing public combined waterworks and sewerage system of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include the Project and any further extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the System from any sources whatsoever.

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

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT; REFUNDING OF THE SERIES 2005 A NOTES

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost not to exceed $15,500,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2006 Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Council, the Authority and the DEP.

Section 2.02. Authorization of Refunding of the Series 2005 A Notes. There is hereby authorized and ordered the payment in full of the entire outstanding principal of and all accrued interest on the Series 2005 A Notes on the Closing Date. The entire cost of the refunding will be obtained from the proceeds of the Series 2006 D Bonds in an amount not to exceed $10,500,000. Upon payment in full of the Series 2005 A Notes, the pledge of funds in favor of the holders of the Series 2005 A Notes imposed by the Series 2005 A Notes Ordinance and the monies in the funds and accounts created by the Series 2005 A Notes Ordinance, if any, pledged to the payment of the Series 2005 A Notes are hereby ordered terminated, discharged and released.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2006 Bonds, if any, funding the respective reserve accounts for the Series 2006 Bonds, paying Costs of the Project not otherwise provided for, paying the cost of refunding the Series 2005 A Notes, and paying certain costs of issuance of the Series 2006 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 2006 Bonds of the Issuer. The Series 2006 Bonds shall be issued in two series, each as a single bond, designated respectively as "Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program)", in the principal amount of not more than $10,500,000, and "Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program)," in the principal amount of not more than $6,000,000, and all shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2006 D Bonds remaining after funding of the Series 2006 D Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be applied on the Closing Date to the repayment of the Series 2005 A Notes and shall be deposited in or credited to the Series 2006 D Bonds Construction Trust Fund established by Section 5.01 hereof. The proceeds of the Series 2006 E Bonds remaining after funding of the Series 2006 E Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2006 E Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2006 Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreements. The Series 2006 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, if any, on the Series 2006 Bonds shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2006 Bonds shall initially be issued in the form of a single bond for each series, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of each series, and shall mature in principal installments, all

as provided in the Supplemental Resolution. The Series 2006 Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2006 Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2006 Bonds shall cease to be such officer of the Issuer before the Series 2006 Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2006 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2006 Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2006 Bonds 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 2006 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2006 Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2006 Bonds remain outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of such Bonds.

The registered Series 2006 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 or transferring the registered Series 2006 Bonds are exercised, all Series 2006 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2006 Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2006 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 any Series 2006 Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2006 Bonds or, in the case of any proposed redemption of such Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2006 Bonds 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 2006 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 Gross Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2006 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2006 Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Gross Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2006 Bonds shall be secured by a first lien on the Gross Revenues derived from the System, on a parity with each other and with the lien on the Gross Revenues in favor of the Holders of the Prior Bonds. The Gross Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2006 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2006 Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2006 Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2006 Bonds to the original purchasers;

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

D. An executed copy of the Loan Agreements; and

E. The unqualified approving opinions of bond counsel on the Series 2006 Bonds.

Section 3.10. Form of Bonds. The text of the Series 2006 Bonds shall be in substantially the following forms, 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 2006 D BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF PARKERSBURG
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D
(WEST VIRGINIA SRF PROGRAM)

No. DR-_____ $_____

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF PARKERSBURG, a municipal corporation and political subdivision of the State of West Virginia in Wood County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as Exhibit A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20___, 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 be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing _____ 1, 20___, as set forth on Exhibit B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and among the Issuer, the Authority, and the DEP, dated _____, 2006.

This Bond is issued (i) to pay the entire cost of currently refunding the Issuer's outstanding Combined Waterworks and Sewerage System Bond Anticipation Notes, Series

2005 A, dated August 15, 2005, issued in the original aggregate principal amount of $9,000,000 (the "Series 2005 A Notes"); (ii) to fund a reserve account for the Bonds of this Series (the "Bonds"); and (iii) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and sewerage system of the Issuer and any further extensions, 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 8, Article 20 and Chapter 22 C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2006, and a Supplemental Resolution duly adopted by the Issuer on _____, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE OUTSTANDING OBLIGATIONS OF THE ISSUER WHICH WILL RANK ON A PARITY WITH THE SERIES 2006 D BONDS AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, BEING THE (I) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,000,000 (THE "SERIES 2003 A BONDS"), (II) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,250,000 (THE "SERIES 2003 B BONDS"), (III) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 D (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $926,000 (THE "SERIES 2003 D BONDS"), (IV) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 E (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,326,705 (THE "SERIES 2003 E BONDS"), (V) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A, DATED AUGUST 1, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $34,950,000 (THE "SERIES 2005 A BONDS"), (VI) COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 C, DATED JUNE 15, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $17,425,000 (THE "SERIES 2006 C BONDS"), AND (VII) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM), DATED _____, 2006, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2006 E BONDS"). THE SERIES 2003 A BONDS, THE SERIES 2003 B BONDS, THE SERIES 2003 D BONDS, THE SERIES

2003 E BONDS, THE SERIES 2005 A BONDS, AND THE SERIES 2006 C BONDS ARE REFERRED TO HEREIN COLLECTIVELY AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Prior Bonds and the Series 2006 E Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2006 D Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an 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 hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2006 D Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 120% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 2006 C Bonds and the Series 2005 A Bonds are outstanding, and thereafter 115% thereof; provided however, that, when the Series 2006 C Bonds and the Series 2005 A Bonds are no longer outstanding and so long as there exists in the Series 2006 D Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2006 E Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and 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 Gross 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 and interest on 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, THE CITY OF PARKERSBURG has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2006.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 D Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2006.

_____,
as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(a)	$		(s)	$	
(b)	$		(t)	$	
(c)	$		(u)	$	
(d)	$		(v)	$	
(e)	$		(w)	$	
(f)	$		(x)	$	
(g)	$		(y)	$	
(h)	$		(z)	$	
(i)	$		(aa)	$	
(j)	$		(bb)	$	
(k)	$		(cc)	$	
(l)	$		(dd)	$	
(m)	$		(ee)	$	
(n)	$		(ff)	$	
(o)	$		(gg)	$	
(p)	$		(hh)	$	
(q)	$		(ii)	$	
(r)	$		(jj)	$	

TOTAL $

(Form of)

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:

_____

(FORM OF SERIES 2006 E BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF PARKERSBURG
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BONDS, SERIES 2006 E
(WEST VIRGINIA SRF PROGRAM)

No. ER-_____ $_____

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF PARKERSBURG, a municipal corporation and political subdivision of the State of West Virginia in Wood County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as Exhibit A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20___, 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 be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing _____ 1, 20___, as set forth on Exhibit B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and among the Issuer, the Authority, and the DEP, dated _____, 2006.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) to fund a reserve account for the Bonds of this Series (the "Bonds"); and (iii) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and

sewerage system of the Issuer, the Project, and any further extensions, 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 8, Article 20 and Chapter 22 C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2006, and a Supplemental Resolution duly adopted by the Issuer on _____, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE OUTSTANDING OBLIGATIONS OF THE ISSUER WHICH WILL RANK ON A PARITY WITH THE SERIES 2006 E BONDS AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, BEING THE (I) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,000,000 (THE "SERIES 2003 A BONDS"), (II) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,250,000 (THE "SERIES 2003 B BONDS"), (III) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 D (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $926,000 (THE "SERIES 2003 D BONDS"), (IV) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 E (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,326,705 (THE "SERIES 2003 E BONDS"), (V) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A, DATED AUGUST 1, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $34,950,000 (THE "SERIES 2005 A BONDS"), (VI) COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 C, DATED JUNE 15, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $17,425,000 (THE "SERIES 2006 C BONDS"), AND (VII) COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM), DATED _____, 2006, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2006 D BONDS"). THE SERIES 2003 A BONDS, THE SERIES 2003 B BONDS, THE SERIES 2003 D BONDS, THE SERIES 2003 E BONDS, THE SERIES 2005 A BONDS, AND THE SERIES 2006 C BONDS ARE REFERRED TO HEREIN COLLECTIVELY AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity

with the pledge of Gross Revenues in favor of the Holders of the Prior Bonds and the Series 2006 D Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2006 E Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an 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 hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2006 E Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 120% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 2006 C Bonds and Series 2005 A Bonds are outstanding, and thereafter 115% thereof; provided however, that, when the Series 2006 C Bonds and the Series 2005 A Bonds are no longer outstanding and so long as there exists in the Series 2006 E Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2006 D Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and

granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and 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 Gross 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 and interest on 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, THE CITY OF PARKERSBURG has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2006.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 E Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2006.

_____,
as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(a)	$		(s)	$	
(b)	$		(t)	$	
(c)	$		(u)	$	
(d)	$		(v)	$	
(e)	$		(w)	$	
(f)	$		(x)	$	
(g)	$		(y)	$	
(h)	$		(z)	$	
(i)	$		(aa)	$	
(j)	$		(bb)	$	
(k)	$		(cc)	$	
(l)	$		(dd)	$	
(m)	$		(ee)	$	
(n)	$		(ff)	$	
(o)	$		(gg)	$	
(p)	$		(hh)	$	
(q)	$		(ii)	$	
(r)	$		(jj)	$	

TOTAL $

(Form of)

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 Bonds; Approval and Ratification of Execution of Loan Agreements. The Series 2006 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the respective Loan Agreements. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the respective Loan Agreements in the forms attached hereto as "EXHIBIT A" and made a part hereof, and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver them to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreements, including all schedules and exhibits attached thereto, are hereby approved and incorporated in this Bond Legislation.

Section 3.12. Filing of Amended Schedule. Within 60 days following the Completion Date, the Issuer will file with the Authority and the DEP a schedule for the Series 2006 Bonds, the form of which will be provided by the DEP, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

(1) Revenue Fund (established by the Prior Ordinances);

(2) Depreciation Fund (established by the Prior Ordinances);

(3) Rebate Fund;

(4) Series 2006 D Bonds Construction Trust Fund; and

(5) Series 2006 E Bonds Construction Trust Fund.

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

(1) Series 2006 D Bonds Sinking Fund;

(2) Series 2006 D Bonds Reserve Account;

(3) Series 2006 E Bonds Sinking Fund; and

(4) Series 2006 E Bonds Reserve Account.

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

(1) The Issuer shall first, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the

Commission (i) for deposit in the Prior Bonds Sinking Funds, the amount required by the Prior Ordinances to pay the interest on the Prior Bonds; (ii) commencing 3 months prior to the first date of payment of interest on the Series 2006 D Bonds for which interest has not been capitalized or as required in the Loan Agreement, for deposit in the Series 2006 D Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2006 D Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 D Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date; and (iii) commencing 3 months prior to the first date of payment of interest on the Series 2006 E Bonds for which interest has not been capitalized or as required in the Loan Agreement, for deposit in the Series 2006 E Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2006 E Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 E Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Prior Bonds Sinking Funds, the amount required by the Prior Ordinances to pay the principal of the Prior Bonds; (ii) commencing 3 months prior to the first date of payment of principal of the Series 2006 D Bonds, for deposit in the Series 2006 D Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2006 D Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 D Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date; and (iii) commencing 3 months prior to the first date of payment of principal of the Series 2006 E Bonds, for deposit in the Series 2006 E Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2006 E Bonds on the next

ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 E Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Prior Bonds Reserve Accounts, the amount required by the Prior Ordinances to be deposited therein; (ii) commencing 3 months prior to the first date of payment of principal of the Series 2006 D Bonds, if not fully funded upon issuance of the Series 2006 D Bonds, for deposit in the Series 2006 D Bonds Reserve Account, an amount equal to 1/120th of the Series 2006 D Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 D 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 2006 D Bonds Reserve Requirement; and (iii) commencing 3 months prior to the first date of payment of principal of the Series 2006 E Bonds, if not fully funded upon issuance of the Series 2006 E Bonds, for deposit in the Series 2006 E Bonds Reserve Account, an amount equal to 1/120th of the Series 2006 E Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 E 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 2006 E Bonds Reserve Requirement.

(4) The Issuer shall next, each month, transfer from the Revenue Fund an amount sufficient to pay the current Operating Expenses of the System.

(5) The Issuer shall next, on the first day of each month, from the monies remaining in the Revenue Fund, transfer to the Depreciation Fund, a sum equal to not less than 5% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Depreciation Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Depreciation Fund for replacements, repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into

such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Depreciation Fund.

(6) The Issuer shall next, each month, after making the above-required transfers of monies from the Revenue Fund, apply any remaining monies in the Revenue Fund to the payment of debt service on any subordinate bonds, notes or obligations of the System.

Monies in the Series 2006 D Bonds Sinking Fund and Series 2006 E Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2006 D Bonds and Series 2006 E Bonds, respectively, as the same shall become due. Monies in the Series 2006 D Bonds Reserve Account and the Series 2006 E Bonds Reserve Account shall be used only for the purposes of paying principal of and interest on the Series 2006 D Bonds and Series 2006 E Bonds, respectively, as the same shall come due, when other monies in the Series 2006 D Bonds Sinking Fund and the Series 2006 E Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund and the Series 2006 E Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer. During construction of the Project, the earnings attributable to the Series 2006 D Bonds shall be deposited in the Series 2006 D Bonds Construction Trust Fund, and following completion thereof, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 2006 D Bonds and then to the next ensuing principal payment due thereon, all on a pro rata basis. During construction of the Project, the earnings attributable to the Series 2006 E Bonds shall be deposited in the Series 2006 E Bonds Construction Trust Fund, and following completion thereof, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 2006 E Bonds and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2006 D Bonds Reserve Account or the Series 2006 E Bonds Reserve Account which result in a reduction in the balance of such accounts to below the respective Reserve Requirements thereof, shall be restored from the first Gross Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2006 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 respective reserve account in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund or the Series 2006 E Bonds Reserve Account, when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the Series 2006 D Bonds and Series 2006 E Bonds, respectively, issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds, the Series 2006 D Bonds, and the Series 2006 E 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 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund and the Series 2006 E 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. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. 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.

Monies in the Series 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund and the Series 2006 E Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund and the Series 2006 E Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2006 D Bonds and the Series 2006 E Bonds, respectively, 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 such funds 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 principal, interest and reserve payments with respect to the Series 2006 Bonds and all such payments shall be remitted to the Commission with appropriate instructions as

to the custody, use and application thereof consistent with the provisions of this Bond Legislation. The 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 Loan Agreements for the Series 2006 Bonds.

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

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

F. The monies in excess of 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 Government Obligations or by other 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 herein above provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Gross Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

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

ARTICLE VI

APPLICATION OF BOND PROCEEDS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. A. From the monies received from the sale of the Series 2006 D Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

(i) From the proceeds of the Series 2006 D Bonds, there shall first be transferred on the Closing Date to the Registered Owner of the Series 2005 A Notes the amount set forth in the Supplemental Resolution to pay in full the entire outstanding principal of and all accrued interest on the Series 2005 A Notes.

(ii) Next, from the proceeds of the Series 2006 D Bonds, there shall be deposited with the Commission in the Series 2006 D Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2006 D Bonds Reserve Account.

(iii) As the Issuer receives advances of , the remaining monies derived from the sale of the Series 2006 D Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 D Bonds Construction Trust Fund and applied solely to payment of the costs of the Environmental Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2006 D Bonds.

(iv) After completion of construction of the Environmental Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2006 D Bonds shall be expended as approved by the DEP.

B. From the monies received from the sale of the Series 2006 E Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

(i) From the proceeds of the Series 2006 E Bonds, there shall first be deposited with the Commission in the Series 2006 E Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2006 E Bonds for the period commencing on the date of issuance of the Series 2006 E Bonds and ending 6 months after the estimated date of completion of construction of the Project.

(ii) Next, from the proceeds of the Series 2006 E Bonds, there shall be deposited with the Commission in the Series 2006 E Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2006 E Bonds Reserve Account.

(iii) As the Issuer receives advances of the remaining monies derived from the sale of the Series 2006 E Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 E Bonds Construction Trust Fund and applied solely to payment of the costs of the 6th Street Pump Station Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2006 E Bonds.

(iv) After completion of construction of the 6th Street Pump Station Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2006 E Bonds shall be expended as approved by the DEP.

Section 6.02. Disbursement of Series 2006 Bond Proceeds. On or before the Closing Date, the Issuer shall have delivered to the Authority and the DEP a report listing the specific purposes for which the proceeds of each series the Series 2006 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. Invoices for which repayment from the respective Series 2006 Bonds Construction Trust Funds will be sought must be first approved by the Board.

Except as provided in Section 6.01 hereof, disbursements from the respective Series 2006 Bonds Construction Trust Funds shall be made only after submission to, and approval from, the Authority and the DEP of the following:

(1) a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement, 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 applicable 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.

Pending such application of monies in the respective Series 2006 Bonds Construction Trust Fund, such monies shall be invested and reinvested in Qualified Investments at the written direction of the Board.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2006 Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2006 Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2006 Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2006 Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2006 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2006 Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Gross Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2006 Bonds issued hereunder shall be secured equally and ratably by a first lien on the Gross Revenues derived from the System, on a parity with each other and with the lien on the Gross Revenues in favor of the Holders of the Prior Bonds. The Gross Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Rates and Charges. The Issuer has obtained any and all approvals 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 the requirements of the Loan Agreements. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the Issuer enacted November 9, 2004, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2006 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 Loan Agreements. In the event the schedule of rates and charges initially established for the System in connection with the Series 2006 Bonds shall prove to be insufficient to produce the amounts required by this Bond Legislation and the Loan Agreements, the Issuer 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 and charges and take all such actions necessary to provide funds sufficient to produce the amounts required by this Bond Legislation and the Loan Agreements.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, lease, mortgage or in any manner dispose of or encumber the System, or any part thereof, except as provided in the Prior Ordinances and with the written consent of the Authority and the DEP.

So long as the Series 2006 Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the DEP, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding, in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall immediately be remitted to the Commission for deposit in the Series 2006 D Bonds Sinking Fund and the Series 2006 E Bonds Sinking Fund, respectively, pro rata with respect to the principal amount of each of the Bonds then Outstanding, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest on the Series 2006 D Bonds and the Series 2006 E Bonds in accordance with Article X hereof. Any balance remaining after the payment of the Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Board 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 is not in excess of $50,000, the Board shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Board may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Revenue Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of $50,000 but not in excess of $200,000, the 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 the Governing Body may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of $50,000 and not in excess of $200,000, shall be deposited by the Issuer into the Depreciation Fund. Such payments of such proceeds into the Depreciation Fund shall not reduce the amounts required to be paid into said fund by other provisions of the Prior Ordinances and 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 $200,000 and insufficient to pay all Bonds then Outstanding, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2006 Bonds. All obligations issued by the Issuer after the issuance of the Series 2006 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2006 Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2006 Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2006 Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no additional Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2006 Bonds pursuant to this Ordinance, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinances).

No such additional Parity Bonds shall be issued except for the purposes of financing the costs of the design, acquisition and construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of any outstanding

debt, or to pay claims which may exist against the revenues or facilities of the System or all of such purposes.

So long as the Series 2005 A Bonds are outstanding, no additional parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Clerk of the Issuer a written statement by Independent Accountants, reciting the conclusion that the Net Revenues actually derived from the System during the 12 consecutive months in the 18 months immediately preceding the date of the actual issuance of such additional parity Bonds, plus the increased annual Net Revenues expected to be received after the date of issuance of such parity Bonds shall not be less than 120% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds then Outstanding;

(2) The Series 2005 A Bonds then Outstanding;

(3) Any additional parity Bonds theretofore issued and then Outstanding; and

(4) The additional parity Bonds then proposed to be issued.

So long as the Series 2006 C Bonds are outstanding, no Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by the Independent Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received after the date of issuance of such additional Parity Bonds shall not be less than 120% of the Maximum Annual Debt Service on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued and then Outstanding; and

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

When the Series 2005 A Bonds and the Series 2006 C Bonds are no longer outstanding, Series 2006 D Bonds, and Series 2006 E Bonds are outstanding, no Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustment 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 additional Parity 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 such Parity

Bonds, if any, shall not be less than 120% 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 additional Parity Bonds theretofore issued pursuant to the provisions contained in the Prior Ordinance and this Bond Legislation then Outstanding; and

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

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

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

All covenants and other provisions of this Ordinance (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the 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 account created in this Ordinance required for and on account of such Parity Bonds, in addition to the payments required for the Bonds theretofore issued pursuant to this Ordinance.

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

this section, equally, as to the lien on and source of and security for payment from such revenues, with the Bonds.

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

Section 7.08. Books; Records and Audit. The Board shall keep complete and accurate records of the cost of acquiring the Project site and the costs of designing, acquiring, constructing and installing the Project. The Board 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 Board shall submit to the Authority and the DEP such documents and information as they may reasonably require in connection with the design, 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 Board 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 Board will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Board and 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 or the Board 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 and the Act. Separate control accounting records shall be maintained by the Board. 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 Board. The Board 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 Board shall be reported to such agent of the Board as the Governing Body shall direct.

The Board shall file with the Authority and the DEP, or any other original purchaser of the Series 2006 Bonds and shall mail in each year to any Holder or

Holders of the Series 2006 Bonds, requesting the same, an annual report containing the following:

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

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

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

The Board shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof, to the extent legally required, and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2006 Bonds and shall submit the report to the Authority and the DEP or any other original purchaser of the Series 2006 Bonds. Such audit report submitted to the Authority and the DEP shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreements 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.

Subject to the terms, conditions and provisions of the Loan Agreements and the Act, the Issuer or the Board 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 provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in the Loan Agreements for the Series 2006 Bonds or any Exhibit thereto or as promulgated from time to time.

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 construction and commencement of operation of the Project, the Issuer shall also provide the Authority and the DEP, or their agents and representatives, with access to the System site and System facilities as may be reasonably

necessary to accomplish all of the powers and rights of the Authority and the DEP with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2006 Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the City Clerk of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, 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 or schedules 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) so long as the Series 2006 C Bonds, the Series 2005 A Bonds, and the Series 2006 Bonds are outstanding, to leave a balance each year equal to at least 120% of the maximum amount required in any year for payment of principal of and interest on the Series 2006 Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2006 Bonds, and thereafter 115% of such amount; provided that, when the Series 2006 C Bonds and the Series 2005 A Bonds are no longer outstanding, in the event that, an amount equal to or in excess of the Reserve Requirement is on deposit in the Reserve Accounts and any reserve accounts for obligations on a parity with the Series 2006 Bonds are funded at least at the requirement therefor, such sum need only equal 110% of the maximum amount required in any year for payment of principal of and interest on the Series 2006 Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2006 Bonds.

The Issuer hereby covenants to commence enactment of such ordinance or ordinances as shall be required to increase the rates and charges for the services and facilities of the System within 30 days following a determination of the Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Section 7.10. Operating Budget and Monthly Financial Report. The Board shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the DEP within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a registered professional engineer, which finding

and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Board shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Board shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the DEP and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her, within 30 days of adoption thereof and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority and the DEP, and any Holder of any Bonds or anyone acting for and on behalf of such Holder.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for 2 years following the completion of the Project, the Board shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreements, and forward a copy of such report to the Authority and the DEP by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Board will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreements, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the 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.

The Board 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 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, the DEP, and the Board 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 Board 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 Board shall notify the DEP in writing of such receipt. The Board shall submit a "Performance Certificate," a form of which is attached to the Loan Agreements as

Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Board 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% completed. The Board shall at all times provide operation and maintenance of the System in compliance with all state and federal standards.

The Board shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System during the entire term of the Loan Agreements. The Board shall notify the DEP in writing of the certified operator employed at the 50% completion stage.

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Board 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 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 the 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.

Section 7.14. No Free Services. The Board 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 either 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, the Board and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Board hereby covenants and agrees that so long as the Series 2006 Bonds remain Outstanding, the Board will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the actual cost thereof. In the event of any damage to or destruction of any portion of the System, the Board will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damages or destroyed portion. The Board 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 Board, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreements, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the prime contractor 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 and the Board 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 and the Board 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 OR COMPLETION BONDS, such bonds to be in the amounts of not

less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Board 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 any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

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

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

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

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

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

Section 7.16. Mandatory Connections. The mandatory use of the sewerage facilities portion 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 Bureau for Health from such house, dwelling or

building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the sewerage facilities portion of 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 Bureau for Health and such house, dwelling or building can be adequately served by the sewerage facilities portion of the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the sewerage facilities portion 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 sewerage facilities portion of the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

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

The Board will obtain all permits required by state and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Series 2006 Bonds required by State law, with all requisite appeal periods having expired without successful appeal, except as otherwise provided in Section 1.02(L).

Section 7.18. Compliance with Loan Agreements and Law. The Issuer and the Board shall perform, satisfy and comply with all the terms and conditions of the Loan Agreements and the Act. Notwithstanding anything herein to the contrary, the Issuer and the Board will provide the DEP with copies of all documents submitted to the Authority. The Issuer and the Board also agree 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 7.19. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2006 Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2006 Bonds during the term thereof is, under the terms

of the Series 2006 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2006 Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2006 Bonds during the term thereof is, under the terms of the Series 2006 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2006 Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 2006 Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of that portion of the Project to which such Private Business Use is related, all of the foregoing to be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of 5% of the Net Proceeds of the Series 2006 Bonds are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2006 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2006 Bonds and the interest thereon, including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2006 Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

Section 7.20. Securities Law Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices

of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.21. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2006 Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Authority and the DEP for written approval. The Issuer shall obtain the written approval of the Authority and the DEP before expending any proceeds of the Series 2006 Bonds held in "contingency" as set forth in the Schedule attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Authority and the DEP before expending any proceeds of the Series 2006 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Authority and the DEP 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 ground breaking or dedication of the Project.

Section 7.22. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2006 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2006 Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

ARTICLE VIII

INVESTMENT OF FUNDS

Section 8.01. Investments. Any monies 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 Board in any Qualified Investments to the fullest extent possible under applicable laws, this Bond Legislation, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies 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 or Depository Bank shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank may make any and all investments permitted by this section through its own investment or trust department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Board, at least once each year, or more often as reasonably requested by the Board, a summary of such funds, accounts and investment earnings. The Board shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2006 Bonds are Outstanding.

Section 8.02. Certificate as to Use of Proceeds. 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 2006 Bonds as a condition to issuance of the Series 2006 Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2006 Bonds as may be necessary in order to maintain the status of the Series 2006 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 2006 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, the West Virginia Infrastructure and Jobs Development Council or the DEP, as the case may be, from which

the proceeds of the Series 2006 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 and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2006 Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2006 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on any Series 2006 Bonds; or

(2) If default occurs in the Issuer or the Board's observance of any of the covenants, agreements or conditions on their respective parts relating to the Series 2006 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2006 Bonds, and such default shall have continued for a period of 30 days after the Issuer or Board, as appropriate, shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

(3) If the Issuer or Board 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 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner or Holder 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 or Bondholders 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 or Bondholders 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 that, all rights and remedies of the Holders of the Series 2006 Bonds shall be on a parity with those of the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer or the Board 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 or the Board, 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 herein above conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

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

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Series 2006 D Bonds. If the Issuer shall pay, or there shall otherwise be paid, to the Registered Owners of all of the Series 2006 D 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 the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2006 D Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest on the Series 2006 D Bonds from gross income for federal income tax purposes.

Section 10.02. Payment of Series 2006 E Bonds. If the Issuer shall pay, or there shall otherwise be paid, to the Registered Owners of all of the Series 2006 E 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 the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2006 E Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest on the Series 2006 E Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2006 Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2006 Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2006 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2006 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2006 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 pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2006 Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest on the Series 2006 Bonds from gross income of the holders thereof.

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

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2006 Bonds.

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

Section 11.05. Conflicting Provisions Repealed; Prior Ordinances. 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 are outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be

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

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

Section 11.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the *Parkersburg News*, and the *Parkersburg Sentinel*, two qualified newspapers published and of general circulation in The City of Parkersburg, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2006 Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Passed on First Reading:	October 24, 2006
Passed on Second Reading:	November 14, 2006
Passed on Final Reading Following Public Hearing:	November 28, 2006

Mayor

APPROVED AND CORRECT AS TO FORM:

CITY ATTORNEY

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Governing Body of THE CITY OF PARKERSBURG on the 28th day of November, 2006.

Dated: December 14, 2006.

[SEAL]

Connie Sharer

City Clerk

EXHIBIT A

Loan Agreements included in bond transcript as Documents 3 and 4

08/30/06
686870.00020

THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM) AND COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM) OF THE CITY OF PARKERSBURG; APPROVING AND RATIFYING THE LOAN AGREEMENTS RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; APPROVING A CONFORMED ORDINANCE; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the city council (the "Governing Body") of The City of Parkersburg (the "Issuer") has duly and officially adopted and enacted a bond ordinance, effective November 28, 2006 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE REFUNDING OF THE OUTSTANDING COMBINED WATERWORKS AND SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 2005 A; AND AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS,

BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF PARKERSBURG AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $10,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM), AND NOT MORE THAN $6,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program) and Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), of the Issuer (collectively, the "Series 2006 Bonds" and individually, the "Series 2006 D Bonds," and the "Series 2006 E Bonds"), in the respective aggregate principal amounts not to exceed $10,500,000 and $6,000,000, and has authorized the execution and delivery of a bond purchase agreement relating to the Series 2006 D Bonds, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and a bond purchase agreement relating to the Series 2006 E Bonds, including all schedules and exhibits attached thereto, by and among the Issuer, the Authority and the DEP (collectively, the "Loan Agreements"), all in accordance with Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreements and the exact principal

amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Series 2006 Bonds should be established by a supplemental resolution pertaining to the Series 2006 Bonds; and that other matters relating to the Series 2006 Bonds be herein provided for;

WHEREAS, the Ordinance has been revised after its adoption and the Governing Body deems it essential and desirable that a Conformed Bond Ordinance be approved and entered into by the Issuer;

WHEREAS, the Loan Agreements have been presented to the Issuer at this meeting;

WHEREAS, the Series 2006 Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreements; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreements be approved and ratified by the Issuer, that the exact principal amounts, the dates, the maturity dates, the redemption provisions, the interest rates, the interest and principal payment dates and the sale prices of the Series 2006 Bonds be fixed hereby in the manner stated herein, approving a conformed Ordinance and that other matters relating to the Series 2006 Bonds be herein provided for;

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

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

A. Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered DR-1, in the original aggregate principal amount of $9,000,000. The Series 2006 D Bonds shall be dated the date of delivery thereof, shall finally mature March 1, 2038, and shall bear no interest. The principal of the Series 2006 D Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June1, 2008, and maturing March 1, 2038, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement for the Series 2006 D Bonds and incorporated in and made a part of the Series 2006 D Bonds. The Series 2006 D Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement for the

Series 2006 D Bonds, as long as the Authority shall be the registered owner of the Series 2006 D Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to .5 % of the principal amount of the Series 2006 D Bonds set forth in "Schedule Y" attached to the Loan Agreement.

B. Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered ER-1, in the original aggregate principal amount of $4,372,600. The Series 2006 E Bonds shall be dated the date of delivery thereof, shall finally mature September 1, 2038, and shall bear no interest. The principal of the Series 2006 E Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2008, and maturing September 1, 2038, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement for the Series 2006 E Bonds and incorporated in and made a part of the Series 2006 E Bonds. The Series 2006 E Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement for the Series 2006 E Bonds, as long as the Authority shall be the registered owner of the Series 2006 E Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to .5 % of the principal amount of the Series 2006 E Bonds set forth in "Schedule Y" attached to the Loan Agreement.

Section 2. All other provisions relating to the Series 2006 Bonds and the text of each series of the Series 2006 Bonds shall be in substantially the forms provided in the Bond Ordinance.

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Loan Agreements, copies of which are incorporated herein by reference, and the execution and delivery of the Loan Agreements by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreements and in the applications to the DEP and the Authority. The price of the Series 2006 Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Series 2006 Bonds shall be advanced from time to time as set forth hereinafter and in the Bonds Ordinance.

Section 4. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2006 Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2006 Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2006 Bonds under the Bond Ordinance.

Section 6. The Issuer does hereby appoint and designate United Bank, Inc., Parkersburg, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 7. Series 2006 D Bonds proceeds in the amount of $-0- shall be deposited in the Series 2006 D Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2006 D Bonds proceeds in the amount of $-0- shall be deposited in the Series 2006 D Bonds Reserve Account.

Section 9. Series 2006 D Bonds proceeds in the amount of $636,280.84 shall be immediately transferred on the Closing Date to the Registered Owner of the Issuer's outstanding Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 2005 A, dated August 15, 2005 (the "Series 2005 A Notes") to pay in full the entire outstanding principal of and all accrued interest on the Series 2005 A Notes in order to discharge and satisfy the same. The balance of the proceeds of the Series 2006 D Bonds shall be deposited in or credited to the Series 2006 D Bonds Construction Trust Funds for payment of the costs of the Project, including, without limitation, costs of issuance of the Series 2006 E Bonds and related costs.

Section 10. Series 2006 E Bonds proceeds in the amount of $-0- shall be deposited in the Series 2006 E Bonds Sinking Fund, as capitalized interest.

Section 11. Series 2006 E Bonds proceeds in the amount of $145,772 shall be deposited in the Series 2006 E Bonds Reserve Account.

Section 12. The balance of the proceeds of the Series 2006 E Bonds shall be deposited in or credited to the Series 2006 E Bonds Construction Trust Funds for payment of the costs of the Project, including, without limitation, costs of issuance of the Series 2006 E Bonds and related costs.

Section 13. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Series 2006 Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2006 Bonds may be delivered on or about December 14, 2006, to the Authority pursuant to the Loan Agreements.

Section 14. The refunding of the Series 2005 A Notes, the acquisition and construction of the Projects, and the financing thereof in part with proceeds of the Series 2006 Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 15. The Issuer does hereby ratify, approve and accept all contracts relating to the financing, acquisition and construction of the Project.

Section 16. The Issuer hereby determines to invest all monies in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such monies to be invested in such repurchase agreements or time accounts until further directed in writing by the Issuer. Monies in the Sinking Funds and the Reserve Accounts for the Series 2006 Bonds, shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 17. The Issuer covenants that it will take all actions necessary or desirable to preserve the exclusion from gross income for federal income tax purposes of interest on the Authority's bonds.

Section 18 The Issuer hereby appoints the City of Parkersburg Utility Board as its agent for the review and approval of all invoices for the Project to be paid from the proceeds of the Series 2006 Bonds.

Section 19. The Issuer hereby approves the Conformed Ordinance attached hereto as Exhibit A, incorporated herein and made a part hereof.

Section 20. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 28th day of November, 2006.

Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of The City of Parkersburg on the 28th day of November, 2006.

Dated: December 14, 2006.

[SEAL]

Connie Shaffer
City Clerk

11.28.06
686870.00020

EXHIBIT A

CONFORMED BOND ORDINANCE

THE CITY OF PARKERSBURG

CONFORMED ORDINANCE

ORDINANCE AUTHORIZING THE REFUNDING OF THE OUTSTANDING COMBINED WATERWORKS AND SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 2005 A; AND AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF PARKERSBURG AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $10,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM), AND NOT MORE THAN $6,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS:

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 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

A. The City of Parkersburg (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Wood County of said State.

B. The Issuer presently owns and operates, through the Parkersburg Utility Board (the "Board"), a public combined waterworks and sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer, consisting of (i) the construction of modifications to the 6th Street Pumping Station, including three new pumps, controls, electrical, emergency generation, and required interior and exterior piping and valve modifications, along with miscellaneous structural and ventilation work, and (ii) the construction of approximately 4,510 linear feet of 36 inch force main, together with all appurtenant facilities, in accordance with the plans and specifications prepared by the Consulting Engineers (the "6th Street Pump Station Project") and construction of improvements to the existing sanitary sewer system to remedy existing environmental problems (the "Environmental Project"), which plans and specifications have heretofore been filed with the City Clerk of the Issuer (collectively, the "Project") (the existing public combined waterworks and sewerage system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System").

C. The Issuer has heretofore temporarily financed a portion of the cost of the Environmental Project ~~certain improvements to the sewerage portion of the System~~ pursuant to the issuance of its Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 2005 A, dated August 15, 2005, issued in the original aggregate principal amount of $6_____~~9,000,000~~, outstanding in the approximate amount of $9,000,000, plus accrued interest (the "Series 2005 A Notes").

D. The Series 2005 A Notes were issued pursuant to an ordinance of the Issuer enacted on July 12, 2005 (the "Series 2005 A Notes Ordinance").

E. The Issuer must provide permanent financing of the improvements heretofore temporarily financed by the proceeds of the Series 2005 A Notes pursuant to the terms of the Series 2005 A Notes Ordinance.

F. The Issuer intends (i) to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Water Pollution Control Revolving Fund Program (the "SRF Program"), pursuant to the Act; and (ii) to currently refund the Series 2005 A Notes through the issuance of its revenue bonds to the Authority, which administers the SRF Program pursuant to the Act.

G. The estimated revenues to be derived in each year after completion of the Project and the refunding of the Series 20056 A Notes from the operation of the System

will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Bonds (as hereinafter defined) and to make payments into all funds and accounts and other payments provided for herein.

H. It is deemed necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds, in the total aggregate principal amount of not more than $16,500,000 in two or more series (collectively, the "Series 2006 Bonds"), initially planned to be (i) the Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program), in the aggregate principal amount of not more than $10,500,000 (the "Series 2006 D Bonds"), the proceeds of which will be used to currently refund the Issuer's outstanding Series 2005 A Notes, pay the costs of the acquisition and construction of the Environmental Project, and to pay costs of issuance of the Series 2006 D Bonds; and (ii) the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), in the aggregate principal amount of not more than $6,000,000 (the "Series 2006 E Bonds"), the proceeds of which will be used to pay the costs of acquisition and construction of the 6th Street Pump Station Project, fund a reserve account for this series of bonds, and to pay costs of issuance of the Series 2006 E Bonds. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor and eligible under the Act; the cost of refunding the Series 2005 A Notes; interest, if any, upon the Series 2006 Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Reserve Accounts (as hereinafter defined) for the Series 2006 Bonds; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; commitment fees; fees and expenses of the Authority including the SRF Administrative Fee (as hereinafter defined); discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2006 Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the design, acquisition or construction of the Project and the placing of same in operation; and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2006 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

I. The period of usefulness of the System after completion of the Project is not less than 30 years.

J. It is in the best interests of the Issuer that its Series 2006 D Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and among the Issuer, the Authority, and the West Virginia Department of Environmental Protection (the "DEP"), and its Series 2006 E Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and among the Issuer, the Authority and the DEP, all in

form satisfactory to the respective parties, to be approved hereby if not previously approved by resolution of the Issuer.

K. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2006 D Bonds and the Series 2006 E Bonds as to liens, pledge and source of and security for payment, being the (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), dated March 4, 2003, issued in the original aggregate principal amount of $4,000,000, (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), dated March 4, 2003, issued in the original aggregate principal amount of $3,250,000, (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), dated August 4, 2003, issued in the original aggregate principal amount of $926,000, (iv) the Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), dated August 4, 2003, issued in the original aggregate principal amount of $4,326,705, (v) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A, dated August 1, 2005, issued in the original aggregate principal amount of $34,950,000, and (vi) Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 C, dated June 15, 2006, issued in the original aggregate principal amount of $17,425,000. The Series 2003 A Bonds, the Series 2003 B Bonds, the Series 2003 D Bonds, the Series 2003 E Bonds, the Series 2005 A Bonds, and the Series 2006 C Bonds are referred to herein collectively as the "Prior Bonds." The Prior Bonds are payable from and secured by a first lien on the Gross Revenues of the System.

The Series 2006 Bonds shall be issued on a parity with the Prior Bonds, with respect to liens, pledge, source of and security for payment and in all other respects. Prior to the issuance of the Series 2006 Bonds, the Issuer will obtain (a) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met and (b) the written consent of the registered owners of the Prior Bonds to the issuance of the Series 2006 Bonds on a parity with the Prior Bonds. Except for the Prior Bonds the Issuer has no other bonds, notes or other obligations secured by or payable from revenues or assets of the System.

L. The Issuer has complied with all requirements of West Virginia law and the Loan Agreements (hereinafter defined) relating to authorization of the acquisition, construction and operation of the Project and the System, the refunding of the Series 2005 A Notes, and issuance of the Series 2006 Bonds, or will have so complied prior to issuance of any thereof, including, among other things, the approval of the Project and the financing thereof by the West Virginia Infrastructure and Jobs Development Council and the West Virginia Water Pollution Control Revolving Fund Program and the obtaining of a Certificate of Public Convenience and Necessity from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will (1) have expired prior to the issuance of the Series 2006 Bonds; (2) such final order will not be subject to appeal; or (3) the time for appeal of such order shall not have expired, however, all parties to such case

before the Public Service Commission of West Virginia shall have stated that they will not appeal such order.

M. The Project has been reviewed and determined to be technically and financially feasible by the West Virginia Infrastructure and Jobs Development Council (the "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 2006 Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Series 2006 Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 8, Article 20 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 2006 Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority.

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

"Board" means the Parkersburg Utility Board of the Issuer.

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

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

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

"Bonds" means, collectively, the Series 2006 Bonds and the Prior Bonds and, where appropriate, any bonds on a parity therewith or subordinate thereto subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2006 Bonds for all or a portion of the proceeds of the Series 2006 Bonds from the DEP.

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

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

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

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

"Costs" or "Costs of the Project" means those costs described in Section 1.02(H) hereof to be a part of the costs of design, acquisition and construction of the Project.

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

"DEP" means the West Virginia Department of Environmental Protection, or any other agency, board or department of the state that succeeds to the functions of the DEP.

"Depository Bank" means the bank designated as such by resolution of the Board.

"Depreciation Fund" means the Depreciation Fund established by the Prior Ordinances and continued hereby.

"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 City Council of the Issuer, as it may now or hereafter be constituted.

"Government Obligations" means direct and general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, including (in the case of direct and general obligations of the United States of America) evidences of ownership of proportionate interests in future interest and principal payments of such obligations; provided that, investments in such proportionate interests shall be limited to circumstances wherein (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account separate from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated.

"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, and includes any proceeds from the sale or other disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments, as hereinafter defined) or any Tap Fees, as hereinafter defined.

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

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

"Investment Property" means

(A) any security (within the meaning of Section 165(g)(2)(A) or (B) of the Code),

(B) any obligation,

(C) any annuity contract,

(D) any investment-type property, or

(E) in the case of a bond other than a private activity bond, any residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan.

Except as provided in the following sentence, the term "Investment Property" does not include any tax-exempt bond. With respect to an issue other than an issue a part of which is a specified private activity bond (as defined in section 57(a)(5)(C) of the Code), the term "Investment Property" includes a specified private activity bond (as so defined).

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

"Loan Agreement" or "Loan Agreements" means individually or collectively, the Bond Purchase Agreement heretofore entered, or to be entered into, by and among the Issuer, the Authority, and the DEP, providing for the purchase of the Series 2006 D Bonds from the Issuer by the Authority and the bond purchase agreement heretofore entered, or to be entered into, by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2006 E 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 or ratified by the Supplemental Resolution.

"Maximum Annual Debt Service" means, at the time of computation, the greatest amount of Debt Service required to be paid on the Bonds and the Prior Bonds for the then current or any succeeding Fiscal Year, assuming that the principal of any term bonds is deemed due on the earlier of their stated maturity date or the date on which they are required to be redeemed pursuant to mandatory sinking fund redemption.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2006 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any,

deposited in the Series 2006 D Bonds Reserve Account or the Series 2006 E Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2006 Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property as defined in Section 148(b) of the Code, that is not a purpose investment.

"Operating Expenses" unless qualified, means the current expenses, paid or accrued, of repair, operation and maintenance 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 of any project relating to the acquisition or construction of additions, betterments or improvements for the System), supplies, labor, wages, the cost of materials and supplies used for current operations, fees and expenses of fiscal agents and of the Depository Bank, Registrar and Paying Agent or Paying Agents, 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 Prior Bonds or the Series 2006 Bonds, charges for depreciation, losses from the sale or other disposition of or 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 or Prior Bonds and as of any particular date, describes all Bonds or Prior Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond or Prior Bond cancelled by the Bond Registrar or Registrar for Prior Bonds, at or prior to said date; (ii) any Bond or Prior Bonds, for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder, and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; (iv) any Prior Bond deemed to have been paid; and (v) for purposes of consents or other action by a specified percentage of Bondholders, or holders of Prior Bonds, any Bonds or Prior Bonds registered to the Issuer.

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

"Paying Agent" means the Commission or such other entity or authority as may be designated as a Paying Agent by the Issuer in the Supplemental Resolution with the written consent of the Authority and the DEP.

"Prior Bonds" means, collectively, the Issuer's: (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), dated March 4, 2003, issued in the original aggregate principal amount of $4,000,000, (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), dated March 4, 2003, issued in the original aggregate principal amount of $3,250,000, (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), dated August 4, 2003, issued in the original aggregate principal amount of $926,000, (iv) the Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), dated August 4, 2003, issued in the original aggregate principal amount of $4,326,705, (v) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A, dated August 1, 2005, issued in the original aggregate principal amount of $34,950,000, and (vi) Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 C, dated June 15, 2006, issued in the original aggregate principal amount of $17,425,000.

"Prior Bonds Reserve Accounts" means, collectively, the respective reserve accounts established for the Prior Bonds.

"Prior Bonds Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds.

"Prior Ordinances" means, collectively, the ordinances of the Issuer, as supplemented by the supplemental resolutions of the Issuer, authorizing the Prior Bonds.

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

"Project" means, collectively, the 6th Street Pumping Station Project and the Environmental Project ~~as~~ described in Section 1.02B hereof.

"Qualified Investments" means and includes the following:

(a) Government Obligations;

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

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

Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;

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

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

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

(g) Repurchase agreements or similar banking arrangements, fully secured by investments of the types described in paragraphs (a) through (e) above or fully insured by the FDIC, with member banks of the Federal Reserve system or 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 Board of Treasury Investments pursuant to Chapter 12, Article 6C 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 excluded from gross income for federal income tax purposes, and which are rated at least "A" by Moody's Investors Service, Inc. or Standard & Poor's Corporation.

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

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

"Registrar" means the Bond Registrar.

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

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Prior Bonds and the Series 2006 Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in any Reserve Account.

"Revenue Fund" means the Revenue Fund established by the Prior Ordinances and continued hereby.

"Series 2005 A Notes" means the Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 2005 A, dated August 15, 2005, issued in the original aggregate principal amount of $9,000,000.

"Series 2006 Bonds" means, collectively, the Series 2006 D Bonds and the Series 2006 E Bonds.

"Series 2006 D Bonds" means the Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

"Series 2006 D Bonds Construction Trust Fund" means the Series 2006 D Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2006 D Bonds Reserve Account" means the Series 2006 D Bonds Reserve Account established by Section 5.02 hereof.

"Series 2006 D Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2006 D Bonds in the then current or any succeeding year.

"Series 2006 D Bonds Sinking Fund" means the Series 2006 D Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2006 E Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

"Series 2006 E Bonds Construction Trust Fund" means the Series 2006 E Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2006 E Bonds Reserve Account" means the Series 2006 E Bonds Reserve Account established by Section 5.02 hereof.

"Series 2006 E Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2006 E Bonds in the then current or any succeeding year.

"Series 2006 E Bonds Sinking Fund" means the Series 2006 E Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds and the Series 2006 Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid under the Loan Agreements for the Series 2006 Bonds.

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

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

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2006 Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2006 Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Gross Revenues not required by the Bond Legislation or the Prior Ordinances to be set aside and held for the payment of or security for the Bonds or any other obligations of the Issuer, including, without limitation, the Sinking Funds, the Reserve Accounts and the Depreciation Fund.

"System" means the complete existing public combined waterworks and sewerage system of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include the Project and any further extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the System from any sources whatsoever.

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

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations; and words importing the masculine, feminine or neutral gender shall include any other gender.

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT; REFUNDING OF THE SERIES 2005 A NOTES

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost not to exceed $15,500,0006,000,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2006 Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, in an amount and otherwise compatible with the financing plan submitted to the Council, the Authority and the DEP. ~~The cost of the Project is estimated not to exceed $6,000,000, of which the entirety will be obtained from proceeds of the Series 2006 E Bonds.~~

Section 2.02. Authorization of Refunding of the Series 2005 A Notes. There is hereby authorized and ordered the payment in full of the entire outstanding principal of and all accrued interest on the Series 2005 A Notes on the Closing Date. The entire cost of the refunding will be obtained from the proceeds of the Series 2006 D Bonds in an amount not to exceed $10,500,000. Upon payment in full of the Series 2005 A Notes, the pledge of funds in favor of the holders of the Series 2005 A Notes imposed by the Series 2005 A Notes Ordinance and the monies in the funds and accounts created by the Series 2005 A Notes Ordinance, if any, pledged to the payment of the Series 2005 A Notes are hereby ordered terminated, discharged and released.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2006 Bonds, if any, funding the respective reserve accounts for the Series 2006 Bonds, paying Costs of the Project not otherwise provided for, paying the cost of refunding the Series 2005 A Notes, and paying certain costs of issuance of the Series 2006 Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 2006 Bonds of the Issuer. The Series 2006 Bonds shall be issued in two series, each as a single bond, designated respectively as "Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program)", in the principal amount of not more than $10,500,000, and "Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program)," in the principal amount of not more than $6,000,000, and all shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2006 D Bonds remaining after funding of the Series 2006 D Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be applied ~~in full~~ on the Closing Date to the repayment of the Series 2005 A Notes and shall be deposited in or credited to the Series 2006 D Bonds Construction Trust Fund established by Section 5.01 hereof ~~to the costs of issuance of the Series 2006 D Bonds~~. The proceeds of the Series 2006 E Bonds remaining after funding of the Series 2006 E Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2006 E Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2006 Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreements. The Series 2006 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, if any, on the Series 2006 Bonds shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2006 Bonds shall initially be issued in the form of a single bond for each series, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing

the aggregate principal amount of each series, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2006 Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2006 Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2006 Bonds shall cease to be such officer of the Issuer before the Series 2006 Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2006 Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2006 Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2006 Bonds 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 2006 Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2006 Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2006 Bonds remain outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of such Bonds.

The registered Series 2006 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 or transferring the registered Series 2006 Bonds are exercised, all Series 2006 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2006 Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2006 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 any Series 2006 Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2006 Bonds or, in the case of any proposed redemption of such Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2006 Bonds 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 2006 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 Gross Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2006 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2006 Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Gross Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2006 Bonds shall be secured by a first lien on the Gross Revenues derived from the System, on a parity with each other and with the lien on the Gross Revenues in favor of the Holders of the Prior Bonds. The Gross Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2006 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2006 Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2006 Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2006 Bonds to the original purchasers;

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

D. An executed copy of the Loan Agreements; and

E. The unqualified approving opinions of bond counsel on the Series 2006 Bonds.

Section 3.10. Form of Bonds. The text of the Series 2006 Bonds shall be in substantially the following forms, 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 2006 D BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF PARKERSBURG
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D
(WEST VIRGINIA SRF PROGRAM)

No. DR-_____ $_____

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF PARKERSBURG, a municipal corporation and political subdivision of the State of West Virginia in Wood County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as Exhibit A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20___, 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 be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing _____ 1, 20___, as set forth on Exhibit B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and among the Issuer, the Authority, and the DEP, dated _____, 2006.

This Bond is issued (i) to pay the entire cost of currently refunding the Issuer's outstanding Combined Waterworks and Sewerage System Bond Anticipation Notes, Series

2005 A, dated August 15, 2005, issued in the original aggregate principal amount of $9,000,000 (the "Series 2005 A Notes"); (ii) to fund a reserve account for the Bonds of this Series (the "Bonds"); and (iii) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and sewerage system of the Issuer and any further extensions, 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 8, Article 20 and Chapter 22 C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2006, and a Supplemental Resolution duly adopted by the Issuer on _____, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE OUTSTANDING OBLIGATIONS OF THE ISSUER WHICH WILL RANK ON A PARITY WITH THE SERIES 2006 D BONDS AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, BEING THE (I) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,000,000 (THE "SERIES 2003 A BONDS"), (II) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,250,000 (THE "SERIES 2003 B BONDS"), (III) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 D (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $926,000 (THE "SERIES 2003 D BONDS"), (IV) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 E (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,326,705 (THE "SERIES 2003 E BONDS"), (V) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A, DATED AUGUST 1, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $34,950,000 (THE "SERIES 2005 A BONDS"), (VI) COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 C, DATED JUNE 15, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $17,425,000 (THE "SERIES 2006 C BONDS"), AND (VII) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM), DATED _____, 2006, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2006 E BONDS"). THE SERIES 2003 A BONDS, THE SERIES 2003 B BONDS, THE SERIES 2003 D BONDS, THE SERIES

2003 E BONDS, THE SERIES 2005 A BONDS, AND THE SERIES 2006 C BONDS ARE REFERRED TO HEREIN COLLECTIVELY AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Prior Bonds and the Series 2006 E Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2006 D Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an 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 hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2006 D Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 120% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 2006 C Bonds and the Series 2005 A Bonds are outstanding, and thereafter 115% thereof; provided however, that, when the Series 2006 C Bonds and the Series 2005 A Bonds are no longer outstanding and so long as there exists in the Series 2006 D Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2006 E Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and 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 Gross 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 and interest on 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.

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IN WITNESS WHEREOF, THE CITY OF PARKERSBURG has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2006.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 D Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2006.

_____,
as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(a)	$		(s)	$	
(b)	$		(t)	$	
(c)	$		(u)	$	
(d)	$		(v)	$	
(e)	$		(w)	$	
(f)	$		(x)	$	
(g)	$		(y)	$	
(h)	$		(z)	$	
(i)	$		(aa)	$	
(j)	$		(bb)	$	
(k)	$		(cc)	$	
(l)	$		(dd)	$	
(m)	$		(ee)	$	
(n)	$		(ff)	$	
(o)	$		(gg)	$	
(p)	$		(hh)	$	
(q)	$		(ii)	$	
(r)	$		(jj)	$	

TOTAL $_____

(Form of)

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:

_____

(FORM OF SERIES 2006 E BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF PARKERSBURG
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BONDS, SERIES 2006 E
(WEST VIRGINIA SRF PROGRAM)

No. ER-_____ $_____

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF PARKERSBURG, a municipal corporation and political subdivision of the State of West Virginia in Wood County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as Exhibit A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20___, 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 be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing _____ 1, 20___, as set forth on Exhibit B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and among the Issuer, the Authority, and the DEP, dated _____, 2006.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) to fund a reserve account for the Bonds of this Series (the "Bonds"); and (iii) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and

sewerage system of the Issuer, the Project, and any further extensions, 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 8, Article 20 and Chapter 22 C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2006, and a Supplemental Resolution duly adopted by the Issuer on _____, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE OUTSTANDING OBLIGATIONS OF THE ISSUER WHICH WILL RANK ON A PARITY WITH THE SERIES 2006 E BONDS AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, BEING THE (I) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,000,000 (THE "SERIES 2003 A BONDS"), (II) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,250,000 (THE "SERIES 2003 B BONDS"), (III) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 D (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $926,000 (THE "SERIES 2003 D BONDS"), (IV) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 E (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,326,705 (THE "SERIES 2003 E BONDS"), (V) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A, DATED AUGUST 1, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $34,950,000 (THE "SERIES 2005 A BONDS"), (VI) COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 C, DATED JUNE 15, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $17,425,000 (THE "SERIES 2006 C BONDS"), AND (VII) COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM), DATED _____, 2006, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2006 D BONDS"). THE SERIES 2003 A BONDS, THE SERIES 2003 B BONDS, THE SERIES 2003 D BONDS, THE SERIES 2003 E BONDS, THE SERIES 2005 A BONDS, AND THE SERIES 2006 C BONDS ARE REFERRED TO HEREIN COLLECTIVELY AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity

with the pledge of Gross Revenues in favor of the Holders of the Prior Bonds and the Series 2006 D Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2006 E Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an 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 hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2006 E Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 120% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 2006 C Bonds and Series 2005 A Bonds are outstanding, and thereafter 115% thereof; provided however, that, when the Series 2006 C Bonds and the Series 2005 A Bonds are no longer outstanding and so long as there exists in the Series 2006 E Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2006 D Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and

granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and 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 Gross 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 and interest on 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, THE CITY OF PARKERSBURG has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2006.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 E Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2006.

_____,
as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(a)	$		(s)	$	
(b)	$		(t)	$	
(c)	$		(u)	$	
(d)	$		(v)	$	
(e)	$		(w)	$	
(f)	$		(x)	$	
(g)	$		(y)	$	
(h)	$		(z)	$	
(i)	$		(aa)	$	
(j)	$		(bb)	$	
(k)	$		(cc)	$	
(l)	$		(dd)	$	
(m)	$		(ee)	$	
(n)	$		(ff)	$	
(o)	$		(gg)	$	
(p)	$		(hh)	$	
(q)	$		(ii)	$	
(r)	$		(jj)	$	

TOTAL $

(Form of)

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 Bonds; Approval and Ratification of Execution of Loan Agreements. The Series 2006 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the respective Loan Agreements. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the respective Loan Agreements in the forms attached hereto as "EXHIBIT A" and made a part hereof, and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver them to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreements, including all schedules and exhibits attached thereto, are hereby approved and incorporated in this Bond Legislation.

Section 3.12. Filing of Amended Schedule. Within 60 days following the Completion Date, the Issuer will file with the Authority and the DEP a schedule for the Series 2006 Bonds, the form of which will be provided by the DEP, setting forth the actual costs of the Project and sources of funds therefor.

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

(1) Revenue Fund (established by the Prior Ordinances);

(2) Depreciation Fund (established by the Prior Ordinances);

(3) Rebate Fund; ~~and~~

(4) Series 2006 D Bonds Construction Trust Fund; and

(~~4~~5) Series 2006 E Bonds Construction Trust Fund.

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

(1) Series 2006 D Bonds Sinking Fund;

(2) Series 2006 D Bonds Reserve Account;

(3) Series 2006 E Bonds Sinking Fund; and

(4) Series 2006 E Bonds Reserve Account.

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

(1) The Issuer shall first, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the

Commission (i) for deposit in the Prior Bonds Sinking Funds, the amount required by the Prior Ordinances to pay the interest on the Prior Bonds; (ii) commencing 3 months prior to the first date of payment of interest on the Series 2006 D Bonds for which interest has not been capitalized or as required in the Loan Agreement, for deposit in the Series 2006 D Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2006 D Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 D Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date; and (iii) commencing 3 months prior to the first date of payment of interest on the Series 2006 E Bonds for which interest has not been capitalized or as required in the Loan Agreement, for deposit in the Series 2006 E Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2006 E Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 E Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Prior Bonds Sinking Funds, the amount required by the Prior Ordinances to pay the principal of the Prior Bonds; (ii) commencing 3 months prior to the first date of payment of principal of the Series 2006 D Bonds, for deposit in the Series 2006 D Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2006 D Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 D Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date; and (iii) commencing 3 months prior to the first date of payment of principal of the Series 2006 E Bonds, for deposit in the Series 2006 E Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2006 E Bonds on the next

ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 E Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Prior Bonds Reserve Accounts, the amount required by the Prior Ordinances to be deposited therein; (ii) commencing 3 months prior to the first date of payment of principal of the Series 2006 D Bonds, if not fully funded upon issuance of the Series 2006 D Bonds, for deposit in the Series 2006 D Bonds Reserve Account, an amount equal to 1/120th of the Series 2006 D Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 D 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 2006 D Bonds Reserve Requirement; and (iii) commencing 3 months prior to the first date of payment of principal of the Series 2006 E Bonds, if not fully funded upon issuance of the Series 2006 E Bonds, for deposit in the Series 2006 E Bonds Reserve Account, an amount equal to 1/120th of the Series 2006 E Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 E 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 2006 E Bonds Reserve Requirement.

(4) The Issuer shall next, each month, transfer from the Revenue Fund an amount sufficient to pay the current Operating Expenses of the System.

(5) The Issuer shall next, on the first day of each month, from the monies remaining in the Revenue Fund, transfer to the Depreciation Fund, a sum equal to not less than 5% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Depreciation Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Depreciation Fund for replacements, repairs, improvements or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into

such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Depreciation Fund.

(6) The Issuer shall next, each month, after making the above-required transfers of monies from the Revenue Fund, apply any remaining monies in the Revenue Fund to the payment of debt service on any subordinate bonds, notes or obligations of the System.

Monies in the Series 2006 D Bonds Sinking Fund and Series 2006 E Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2006 D Bonds and Series 2006 E Bonds, respectively, as the same shall become due. Monies in the Series 2006 D Bonds Reserve Account and the Series 2006 E Bonds Reserve Account shall be used only for the purposes of paying principal of and interest on the Series 2006 D Bonds and Series 2006 E Bonds, respectively, as the same shall come due, when other monies in the Series 2006 D Bonds Sinking Fund and the Series 2006 E Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund and the Series 2006 E Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer. The earnings attributable to the Series 2006 D Bonds shall be deposited by the Issuer in the Revenue Fund. During construction of the Project, the earnings attributable to the Series 2006 D Bonds shall be deposited in the Series 2006 D Bonds Construction Trust Fund, and following completion thereof, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 2006 D Bonds and then to the next ensuing principal payment due thereon, all on a pro rata basis. During construction of the Project, the earnings attributable to the Series 2006 E Bonds shall be deposited in the Series 2006 E Bonds Construction Trust Fund, and following completion thereof, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment due on the Series 2006 E Bonds and then to the next ensuing principal payment due thereon, all on a pro rata basis.

Any withdrawals from the Series 2006 D Bonds Reserve Account or the Series 2006 E Bonds Reserve Account which result in a reduction in the balance of such accounts to below the respective Reserve Requirements thereof, shall be restored from the first Gross Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2006 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 respective reserve account in an amount equal to the requirement thereof.

The Issuer shall not be required to make any further payments into the Series 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund or the Series 2006 E Bonds Reserve Account, when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the Series 2006 D Bonds and Series 2006 E Bonds, respectively, issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Prior Bonds, the Series 2006 D Bonds, and the Series 2006 E 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 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund and the Series 2006 E 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. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. 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.

Monies in the Series 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund and the Series 2006 E Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund and the Series 2006 E Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2006 D Bonds and the Series 2006 E Bonds, respectively, 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 such funds 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 principal, interest and reserve payments with respect to the Series 2006 Bonds and all such payments shall be remitted to the Commission with appropriate instructions as

to the custody, use and application thereof consistent with the provisions of this Bond Legislation. The 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 Loan Agreements for the Series 2006 Bonds.

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

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

F. The monies in excess of 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 Government Obligations or by other 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 herein above provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Gross Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

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

ARTICLE VI

APPLICATION OF BOND PROCEEDS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. A. From the monies received from the sale of the Series 2006 D Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

(i) From the proceeds of the Series 2006 D Bonds, there shall first be transferred on the Closing Date to the Registered Owner of the Series 2005 A Notes the amount set forth in the Supplemental Resolution to pay in full the entire outstanding principal of and all accrued interest on the Series 2005 A Notes.

(ii) Next, from the proceeds of the Series 2006 D Bonds, there shall be deposited with the Commission in the Series 2006 D Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2006 D Bonds Reserve Account.

(iii) As the Issuer receives advances of ~~After the Series 2005 A Notes have been repaid in full~~, the remaining monies derived from the sale of the Series 2006 D Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 D Bonds Construction Trust Fund and applied solely to payment of the costs of the Environmental Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2006 D Bonds. ~~and the Series 2006 D Bonds Reserve Account has been funded in accordance with the Supplemental Resolution, the remaining proceeds shall be used to pay costs of issuance of the Series 2006 D Bonds and as otherwise directed by the Authority and DEP.~~

(iv) After completion of construction of the Environmental Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2006 D Bonds shall be expended as approved by the DEP.

B. From the monies received from the sale of the Series 2006 E Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

(i) From the proceeds of the Series 2006 E Bonds, there shall first be deposited with the Commission in the Series 2006 E Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2006 E Bonds for the period commencing on the date of issuance of the Series 2006 E Bonds and ending 6 months after the estimated date of completion of construction of the Project.

(ii) Next, from the proceeds of the Series 2006 E Bonds, there shall be deposited with the Commission in the Series 2006 E Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2006 E Bonds Reserve Account.

(iii) As the Issuer receives advances of the remaining monies derived from the sale of the Series 2006 E Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 E Bonds Construction Trust Fund and applied solely to payment of the costs of the 6th Street Pump Station Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2006 E Bonds.

(iv) After completion of construction of the 6th Street Pump Station Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2006 E Bonds shall be expended as approved by the DEP.

Section 6.02. Disbursement of Series 2006 ~~E~~ Bond Proceeds. On or before the Closing Date, the Issuer shall have delivered to the Authority and the DEP a report listing the specific purposes for which the proceeds of each series the Series 2006 ~~E~~ 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. Invoices for which repayment from the respective Series 2006 ~~E~~ Bonds Construction Trust Funds will be sought must be first approved by the Board.

Except as provided in Section 6.01 hereof, disbursements from the respective Series 2006 ~~E~~ Bonds Construction Trust Funds shall be made only after submission to, and approval from, the Authority and the DEP of the following:

(1) a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement, 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 applicable 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.

Pending such application of monies in the respective Series 2006 E-Bonds Construction Trust Fund, such monies shall be invested and reinvested in Qualified Investments at the written direction of the Board.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2006 Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2006 Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2006 Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2006 Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2006 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2006 Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Gross Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2006 Bonds issued hereunder shall be secured equally and ratably by a first lien on the Gross Revenues derived from the System, on a parity with each other and with the lien on the Gross Revenues in favor of the Holders of the Prior Bonds. The Gross Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Rates and Charges. The Issuer has obtained any and all approvals 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 the requirements of the Loan Agreements. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the Issuer enacted March 25, 2004, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2006 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 Loan Agreements. In the event the schedule of rates and charges initially established for the System in connection with the Series 2006 Bonds shall prove to be insufficient to produce the amounts required by this Bond Legislation and the Loan Agreements, the Issuer 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 and charges and take all such actions necessary to provide funds sufficient to produce the amounts required by this Bond Legislation and the Loan Agreements.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, lease, mortgage or in any manner dispose of or encumber the System, or any part thereof, except as provided in the Prior Ordinances and with the written consent of the Authority and the DEP.

So long as the Series 2006 Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the DEP, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding, in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall immediately be remitted to the Commission for deposit in the Series 2006 D Bonds Sinking Fund and the Series 2006 E Bonds Sinking Fund, respectively, pro rata with respect to the principal amount of each of the Bonds then Outstanding, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest on the Series 2006 D Bonds and the Series 2006 E Bonds in accordance with Article X hereof. Any balance remaining after the payment of the Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Board 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 is not in excess of $50,000, the Board shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Board may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Revenue Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of $50,000 but not in excess of $200,000, the 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 the Governing Body may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of $50,000 and not in excess of $200,000, shall be deposited by the Issuer into the Depreciation Fund. Such payments of such proceeds into the Depreciation Fund shall not reduce the amounts required to be paid into said fund by other provisions of the Prior Ordinances and 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 $200,000 and insufficient to pay all Bonds then Outstanding, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2006 Bonds. All obligations issued by the Issuer after the issuance of the Series 2006 Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2006 Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2006 Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2006 Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no additional Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2006 Bonds pursuant to this Ordinance, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinances).

No such additional Parity Bonds shall be issued except for the purposes of financing the costs of the design, acquisition and construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of any outstanding

debt, or to pay claims which may exist against the revenues or facilities of the System or all of such purposes.

So long as the Series 2005 A Bonds are outstanding, no additional parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Clerk of the Issuer a written statement by Independent Accountants, reciting the conclusion that the Net Revenues actually derived from the System during the 12 consecutive months in the 18 months immediately preceding the date of the actual issuance of such additional parity Bonds, plus the increased annual Net Revenues expected to be received after the date of issuance of such parity Bonds shall not be less than 120% of the Maximum Annual Debt Service on the following:

(1) The Prior Bonds then Outstanding;

(2) The Series 2005 A Bonds then Outstanding;

(3) Any additional parity Bonds theretofore issued and then Outstanding; and

(4) The additional parity Bonds then proposed to be issued.

So long as the Series 2006 C Bonds are outstanding, no Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by the Independent Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received after the date of issuance of such additional Parity Bonds shall not be less than 120% of the Maximum Annual Debt Service on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued and then Outstanding; and

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

When the Series 2005 A Bonds and the Series 2006 C Bonds are no longer outstanding, Series 2006 D Bonds, and Series 2006 E Bonds are outstanding, no Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustment 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 additional Parity 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 such Parity

Bonds, if any, shall not be less than 120% 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 additional Parity Bonds theretofore issued pursuant to the provisions contained in the Prior Ordinance and this Bond Legislation then Outstanding; and

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

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

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

All covenants and other provisions of this Ordinance (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds theretofore or subsequently issued from time to time within the limitations of and in compliance with this section. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the 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 account created in this Ordinance required for and on account of such Parity Bonds, in addition to the payments required for the Bonds theretofore issued pursuant to this Ordinance.

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

this section, equally, as to the lien on and source of and security for payment from such revenues, with the Bonds.

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

Section 7.08. Books; Records and Audit. The Board shall keep complete and accurate records of the cost of acquiring the Project site and the costs of designing, acquiring, constructing and installing the Project. The Board 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 Board shall submit to the Authority and the DEP such documents and information as they may reasonably require in connection with the design, 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 Board 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 Board will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Board and 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 or the Board 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 and the Act. Separate control accounting records shall be maintained by the Board. 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 Board. The Board 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 Board shall be reported to such agent of the Board as the Governing Body shall direct.

The Board shall file with the Authority and the DEP, or any other original purchaser of the Series 2006 Bonds and shall mail in each year to any Holder or

Holders of the Series 2006 Bonds, requesting the same, an annual report containing the following:

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

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

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

The Board shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof, to the extent legally required, and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2006 Bonds and shall submit the report to the Authority and the DEP or any other original purchaser of the Series 2006 Bonds. Such audit report submitted to the Authority and the DEP shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreements 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.

Subject to the terms, conditions and provisions of the Loan Agreements and the Act, the Issuer or the Board 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 provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in the Loan Agreements for the Series 2006 Bonds or any Exhibit thereto or as promulgated from time to time.

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 construction and commencement of operation of the Project, the Issuer shall also provide the Authority and the DEP, or their agents and representatives, with access to the System site and System facilities as may be reasonably

necessary to accomplish all of the powers and rights of the Authority and the DEP with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2006 Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the City Clerk of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, 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 or schedules 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) so long as the Series 2006 C Bonds, the Series 2005 A Bonds, and the Series 2006 Bonds are outstanding, to leave a balance each year equal to at least 120% of the maximum amount required in any year for payment of principal of and interest on the Series 2006 Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2006 Bonds, and thereafter 115% of such amount; provided that, when the Series 2006 C Bonds and the Series 2005 A Bonds are no longer outstanding, in the event that, an amount equal to or in excess of the Reserve Requirement is on deposit in the Reserve Accounts and any reserve accounts for obligations on a parity with the Series 2006 Bonds are funded at least at the requirement therefor, such sum need only equal 110% of the maximum amount required in any year for payment of principal of and interest on the Series 2006 Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2006 Bonds.

The Issuer hereby covenants to commence enactment of such ordinance or ordinances as shall be required to increase the rates and charges for the services and facilities of the System within 30 days following a determination of the Independent Certified Public Accountant that less than the above-required coverage exists or in the event that the annual audit report shows less than the above-required coverage, such increase to provide rates and charges sufficient to produce such required coverage.

Section 7.10. Operating Budget and Monthly Financial Report. The Board shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the DEP within 30 days of adoption thereof. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a registered professional engineer, which finding

and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Board shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Board shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the DEP and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her, within 30 days of adoption thereof and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority and the DEP, and any Holder of any Bonds or anyone acting for and on behalf of such Holder.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for 2 years following the completion of the Project, the Board shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreements, and forward a copy of such report to the Authority and the DEP by the 10th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Board will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreements, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the 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.

The Board 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 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, the DEP, and the Board 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 Board 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 Board shall notify the DEP in writing of such receipt. The Board shall submit a "Performance Certificate," a form of which is attached to the Loan Agreements as

Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Board 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% completed. The Board shall at all times provide operation and maintenance of the System in compliance with all state and federal standards.

The Board shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System during the entire term of the Loan Agreements. The Board shall notify the DEP in writing of the certified operator employed at the 50% completion stage.

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Board 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 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 the 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.

Section 7.14. No Free Services. The Board 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 either 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, the Board and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Board hereby covenants and agrees that so long as the Series 2006 Bonds remain Outstanding, the Board will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the actual cost thereof. In the event of any damage to or destruction of any portion of the System, the Board will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damages or destroyed portion. The Board 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 Board, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreements, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the prime contractor 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 and the Board 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 and the Board 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 OR COMPLETION BONDS, such bonds to be in the amounts of not

less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Board 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 any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

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

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

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

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

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

Section 7.16. Mandatory Connections. The mandatory use of the sewerage facilities portion 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 Bureau for Health from such house, dwelling or

building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the sewerage facilities portion of 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 Bureau for Health and such house, dwelling or building can be adequately served by the sewerage facilities portion of the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the sewerage facilities portion 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 sewerage facilities portion of the System is hereby declared and found to be a hazard to the health, safety, comfort and welfare of the inhabitants of the Issuer and a public nuisance which shall be abated to the extent permitted by law and as promptly as possible by proceedings in a court of competent jurisdiction.

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

The Board will obtain all permits required by state and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Series 2006 Bonds required by State law, with all requisite appeal periods having expired without successful appeal, except as otherwise provided in Section 1.02(L).

Section 7.18. Compliance with Loan Agreements and Law. The Issuer and the Board shall perform, satisfy and comply with all the terms and conditions of the Loan Agreements and the Act. Notwithstanding anything herein to the contrary, the Issuer and the Board will provide the DEP with copies of all documents submitted to the Authority. The Issuer and the Board also agree 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 7.19. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2006 Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2006 Bonds during the term thereof is, under the terms

of the Series 2006 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2006 Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2006 Bonds during the term thereof is, under the terms of the Series 2006 Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2006 Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 2006 Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of that portion of the Project to which such Private Business Use is related, all of the foregoing to be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of 5% of the Net Proceeds of the Series 2006 Bonds are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2006 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2006 Bonds and the interest thereon, including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2006 Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

Section 7.20. Securities Law Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices

of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.21. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2006 Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the Authority and the DEP for written approval. The Issuer shall obtain the written approval of the Authority and the DEP before expending any proceeds of the Series 2006 Bonds held in "contingency" as set forth in the Schedule attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the Authority and the DEP before expending any proceeds of the Series 2006 Bonds made available due to bid or construction or project underruns.

C. The Issuer shall list the funding provided by the Authority and the DEP 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 ground breaking or dedication of the Project.

Section 7.22. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2006 Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2006 Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Prior Bonds.

ARTICLE VIII

INVESTMENT OF FUNDS

Section 8.01. Investments. Any monies 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 Board in any Qualified Investments to the fullest extent possible under applicable laws, this Bond Legislation, the need for such monies for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies 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 or Depository Bank shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank may make any and all investments permitted by this section through its own investment or trust department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Board, at least once each year, or more often as reasonably requested by the Board, a summary of such funds, accounts and investment earnings. The Board shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2006 Bonds are Outstanding.

Section 8.02. Certificate as to Use of Proceeds. 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 2006 Bonds as a condition to issuance of the Series 2006 Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2006 Bonds as may be necessary in order to maintain the status of the Series 2006 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 2006 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, the West Virginia Infrastructure and Jobs Development Council or the DEP, as the case may be, from which

the proceeds of the Series 2006 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 and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2006 Bonds and any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2006 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on any Series 2006 Bonds; or

(2) If default occurs in the Issuer or the Board's observance of any of the covenants, agreements or conditions on their respective parts relating to the Series 2006 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2006 Bonds, and such default shall have continued for a period of 30 days after the Issuer or Board, as appropriate, shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

(3) If the Issuer or Board 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 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner or Holder 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 or Bondholders 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 or Bondholders 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 that, all rights and remedies of the Holders of the Series 2006 Bonds shall be on a parity with those of the Holders of the Prior Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer or the Board 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 or the Board, 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 herein above conferred upon him or her or it, shall be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court and may be removed thereby, and a successor receiver may be appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

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

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Series 2006 D Bonds. If the Issuer shall pay, or there shall otherwise be paid, to the Registered Owners of all of the Series 2006 D 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 the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2006 D Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest on the Series 2006 D Bonds from gross income for federal income tax purposes.

Section 10.02. Payment of Series 2006 E Bonds. If the Issuer shall pay, or there shall otherwise be paid, to the Registered Owners of all of the Series 2006 E 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 the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2006 E Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest on the Series 2006 E Bonds from gross income for federal income tax purposes.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2006 Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2006 Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2006 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2006 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2006 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 pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2006 Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest on the Series 2006 Bonds from gross income of the holders thereof.

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

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2006 Bonds.

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

Section 11.05. Conflicting Provisions Repealed; Prior Ordinances. 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 are outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be

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

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

Section 11.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the Parkersburg News, and the Parkersburg Sentinel, two qualified newspapers published and of general circulation in The City of Parkersburg, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2006 Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Passed on First Reading:	October 24, 2006
Passed on Second Reading:	November 14, 2006
Passed on Final Reading Following Public Hearing:	November 28, 2006

_____
Mayor

APPROVED AND CORRECT AS TO FORM:

_____
CITY ATTORNEY

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Governing Body of THE CITY OF PARKERSBURG on the 28th day of November, 2006.

Dated: December 14, 2006.

[SEAL]

_____

City Clerk

EXHIBIT A

Loan Agreements included in bond transcript as Documents 3 and 4

08/30/06
686870.00020

SRF-BPA-1
(11/01/04)

$9,000,000

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 DEPARTMENT OF ENVIRONMENTAL PROTECTION (the "DEP"), and the local government designated below (the "Local Government").

THE CITY OF PARKERSBURG - SERIES D
(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Title VI of the federal Clean Water Act, as amended (the "Clean Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining state water pollution control revolving funds for the 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, during 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 acquisition or construction of the Project and for two years following the completion of acquisition or construction 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 and the Authority.

2.13 The Local Government, during construction of the Project, shall complete Payment Requisition Forms, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward 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 or such later date as is agreed to in writing by DEP.

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 notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether 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 DEP 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 this Bond Purchase Agreement, 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 or such later date as is agreed to in writing by DEP 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.

THE CITY OF PARKERSBURG

(SEAL)

By: Robert D. Newell
Its: Mayor
Date: 11/29/06

Attest:

Connie Shaffer
Its: City Clerk

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER AND WASTE MANAGEMENT

By: Lisa A. McClung by WB
Its: Director
Date: 12/1/06

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: Daniel B. Yoskosky
Its: Director
Date: November 16, 2006

Attest:

Barbara B Meadows
Its: Secretary-Treasurer

EXHIBIT A

FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

EXHIBIT B

MONTHLY FINANCIAL REPORT

Name of Local Government _____
Name of Bond Issue(s) _____
Type of Project _____ **Water** _____ **Wastewater**
Fiscal Year _____ **Report Month** _____

Item	Current Month	Total Year To Date	Budget Year To Date	Budget Year To Date Minus Total Year To Date
1. Gross Revenues	_____	_____	_____	_____
2. Operating Expenses	_____	_____	_____	_____
3. Bond Payments:				
Type of Issue				
Clean Water SRF	_____	_____	_____	_____
Drinking Water TRF	_____	_____	_____	_____
Infrastructure Fund	_____	_____	_____	_____
Water Development Authority	_____	_____	_____	_____
Rural Utilities Service	_____	_____	_____	_____
Economic Development Administration	_____	_____	_____	_____
Other (Identify)				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
4. Renewal and Replacement Fund Deposits	_____	_____	_____	_____

_____
Name of Person Completing Form

_____
Address

_____
Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

Item 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 ($1,200/12). This is the incremental amount for the Budget Year-to-Date column.

Item 2 Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any 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.

Item 3 Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Local Government according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.

Item 4 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 Item 3. If Gross Revenues are $1,200, then $30 (2.5% of $1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Government.

The Local Government must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10th day of each month, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project.

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 Department of Environmental Protection (the "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 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 _____ 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

attached hereto as Exhibit A, and my firm[1] 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 thereof[2], 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 - 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]

---

[1]If 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".

[2]If 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)) - Effective October 1, 2003, the Local Government that receives $500,000 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.

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 Department of Environmental Protection
601 57th Street
Charleston, WV 25304

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 Department 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 validly 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, 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	$9,000,000
Purchase Price of Local Bonds	$9,000,000

The Local Bonds shall bear no interest. Commencing June 1, 2008, principal of the Local Bonds is payable quarterly, with an administrative fee of 0.5%. 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: See next page.

(i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), dated March 4, 2003, issued in the original principal amount of $4,000,000,

(ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), dated March 4, 2003, issued in the original principal amount of $3,250,000,

(iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), dated August 4, 2003, issued in the original principal amount of $926,000,

(iv) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), dated August 4, 2003, issued in the original principal amount of $4,326,705,

(v) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A, dated August 1, 2005, issued in the original principal amount of $34,950,000, and

(vi) Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 C, dated June 15, 2006, issued in the original principal amount of $17,425,000.

SCHEDULE Y

$9,000,000

City of Parkersburg
30 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: December 14, 2006

Debt Service Schedule

Date	Principal	Coupon	Total P+I
03/01/2007	-	-	-
06/01/2007	-	-	-
09/01/2007	-	-	-
12/01/2007	-	-	-
03/01/2008	-	-	-
06/01/2008	75,000.00	-	75,000.00
09/01/2008	75,000.00	-	75,000.00
12/01/2008	75,000.00	-	75,000.00
03/01/2009	75,000.00	-	75,000.00
06/01/2009	75,000.00	-	75,000.00
09/01/2009	75,000.00	-	75,000.00
12/01/2009	75,000.00	-	75,000.00
03/01/2010	75,000.00	-	75,000.00
06/01/2010	75,000.00	-	75,000.00
09/01/2010	75,000.00	-	75,000.00
12/01/2010	75,000.00	-	75,000.00
03/01/2011	75,000.00	-	75,000.00
06/01/2011	75,000.00	-	75,000.00
09/01/2011	75,000.00	-	75,000.00
12/01/2011	75,000.00	-	75,000.00
03/01/2012	75,000.00	-	75,000.00
06/01/2012	75,000.00	-	75,000.00
09/01/2012	75,000.00	-	75,000.00
12/01/2012	75,000.00	-	75,000.00
03/01/2013	75,000.00	-	75,000.00
06/01/2013	75,000.00	-	75,000.00
09/01/2013	75,000.00	-	75,000.00
12/01/2013	75,000.00	-	75,000.00
03/01/2014	75,000.00	-	75,000.00
06/01/2014	75,000.00	-	75,000.00
09/01/2014	75,000.00	-	75,000.00
12/01/2014	75,000.00	-	75,000.00
03/01/2015	75,000.00	-	75,000.00
06/01/2015	75,000.00	-	75,000.00
09/01/2015	75,000.00	-	75,000.00
12/01/2015	75,000.00	-	75,000.00
03/01/2016	75,000.00	-	75,000.00
06/01/2016	75,000.00	-	75,000.00
09/01/2016	75,000.00	-	75,000.00
12/01/2016	75,000.00	-	75,000.00
03/01/2017	75,000.00	-	75,000.00
06/01/2017	75,000.00	-	75,000.00
09/01/2017	75,000.00	-	75,000.00
12/01/2017	75,000.00	-	75,000.00

$9,000,000

City of Parkersburg

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

Closing Date: December 14, 2006

Debt Service Schedule

Date	Principal	Coupon	Total P+I
03/01/2018	75,000.00	-	75,000.00
06/01/2018	75,000.00	-	75,000.00
09/01/2018	75,000.00	-	75,000.00
12/01/2018	75,000.00	-	75,000.00
03/01/2019	75,000.00	-	75,000.00
06/01/2019	75,000.00	-	75,000.00
09/01/2019	75,000.00	-	75,000.00
12/01/2019	75,000.00	-	75,000.00
03/01/2020	75,000.00	-	75,000.00
06/01/2020	75,000.00	-	75,000.00
09/01/2020	75,000.00	-	75,000.00
12/01/2020	75,000.00	-	75,000.00
03/01/2021	75,000.00	-	75,000.00
06/01/2021	75,000.00	-	75,000.00
09/01/2021	75,000.00	-	75,000.00
12/01/2021	75,000.00	-	75,000.00
03/01/2022	75,000.00	-	75,000.00
06/01/2022	75,000.00	-	75,000.00
09/01/2022	75,000.00	-	75,000.00
12/01/2022	75,000.00	-	75,000.00
03/01/2023	75,000.00	-	75,000.00
06/01/2023	75,000.00	-	75,000.00
09/01/2023	75,000.00	-	75,000.00
12/01/2023	75,000.00	-	75,000.00
03/01/2024	75,000.00	-	75,000.00
06/01/2024	75,000.00	-	75,000.00
09/01/2024	75,000.00	-	75,000.00
12/01/2024	75,000.00	-	75,000.00
03/01/2025	75,000.00	-	75,000.00
06/01/2025	75,000.00	-	75,000.00
09/01/2025	75,000.00	-	75,000.00
12/01/2025	75,000.00	-	75,000.00
03/01/2026	75,000.00	-	75,000.00
06/01/2026	75,000.00	-	75,000.00
09/01/2026	75,000.00	-	75,000.00
12/01/2026	75,000.00	-	75,000.00
03/01/2027	75,000.00	-	75,000.00
06/01/2027	75,000.00	-	75,000.00
09/01/2027	75,000.00	-	75,000.00
12/01/2027	75,000.00	-	75,000.00
03/01/2028	75,000.00	-	75,000.00
06/01/2028	75,000.00	-	75,000.00
09/01/2028	75,000.00	-	75,000.00
12/01/2028	75,000.00	-	75,000.00

$9,000,000

City of Parkersburg
30 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: December 14, 2006

Debt Service Schedule

Date	Principal	Coupon	Total P+I
03/01/2029	75,000.00	-	75,000.00
06/01/2029	75,000.00	-	75,000.00
09/01/2029	75,000.00	-	75,000.00
12/01/2029	75,000.00	-	75,000.00
03/01/2030	75,000.00	-	75,000.00
06/01/2030	75,000.00	-	75,000.00
09/01/2030	75,000.00	-	75,000.00
12/01/2030	75,000.00	-	75,000.00
03/01/2031	75,000.00	-	75,000.00
06/01/2031	75,000.00	-	75,000.00
09/01/2031	75,000.00	-	75,000.00
12/01/2031	75,000.00	-	75,000.00
03/01/2032	75,000.00	-	75,000.00
06/01/2032	75,000.00	-	75,000.00
09/01/2032	75,000.00	-	75,000.00
12/01/2032	75,000.00	-	75,000.00
03/01/2033	75,000.00	-	75,000.00
06/01/2033	75,000.00	-	75,000.00
09/01/2033	75,000.00	-	75,000.00
12/01/2033	75,000.00	-	75,000.00
03/01/2034	75,000.00	-	75,000.00
06/01/2034	75,000.00	-	75,000.00
09/01/2034	75,000.00	-	75,000.00
12/01/2034	75,000.00	-	75,000.00
03/01/2035	75,000.00	-	75,000.00
06/01/2035	75,000.00	-	75,000.00
09/01/2035	75,000.00	-	75,000.00
12/01/2035	75,000.00	-	75,000.00
03/01/2036	75,000.00	-	75,000.00
06/01/2036	75,000.00	-	75,000.00
09/01/2036	75,000.00	-	75,000.00
12/01/2036	75,000.00	-	75,000.00
03/01/2037	75,000.00	-	75,000.00
06/01/2037	75,000.00	-	75,000.00
09/01/2037	75,000.00	-	75,000.00
12/01/2037	75,000.00	-	75,000.00
03/01/2038	75,000.00	-	75,000.00
Total	**$9,000,000.00**	-	**$9,000,000.00** *

***Plus $5,671.88 one-half percent Administrative Fee paid quarterly. Total fee over life of loan is $680,625.60.**

SRF-BPA-1
(11/01/04)

$4,372,600

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 DEPARTMENT OF ENVIRONMENTAL PROTECTION (the "DEP"), and the local government designated below (the "Local Government").

THE CITY OF PARKERSBURG - SERIES E
(Local Government)

W I T N E S S E T H:

WHEREAS, the United States Congress under Title VI of the federal Clean Water Act, as amended (the "Clean Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining state water pollution control revolving funds for the 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, during 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 acquisition or construction of the Project and for two years following the completion of acquisition or construction 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 and the Authority.

2.13 The Local Government, during construction of the Project, shall complete Payment Requisition Forms, the form of which is attached hereto as Exhibit C and incorporated herein by reference, and forward 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 or such later date as is agreed to in writing by DEP.

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 notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether 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 DEP 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 this Bond Purchase Agreement, 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 or such later date as is agreed to in writing by DEP 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.

THE CITY OF PARKERSBURG

(SEAL)

By: Robert D. Newell
Its: Mayor
Date: 11/29/06

Attest:

Connie Shaffer
Its: City Clerk

WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF WATER AND WASTE MANAGEMENT

By: Lisa A. McClung by WDB
Its: Director
Date: 12/1/06

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: [signature]
Its: Director
Date: November 16, 2006

Attest:

Barbara B. Meadows
Its: Secretary-Treasurer

EXHIBIT A

FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

EXHIBIT B

MONTHLY FINANCIAL REPORT

Name of Local Government _____
Name of Bond Issue(s) _____
Type of Project _____ **Water** _____ **Wastewater**
Fiscal Year _____ **Report Month** _____

Item	Current Month	Total Year To Date	Budget Year To Date	Budget Year To Date Minus Total Year To Date
1. Gross Revenues				
2. Operating Expenses				
3. Bond Payments:				
Type of Issue				
Clean Water SRF				
Drinking Water TRF				
Infrastructure Fund				
Water Development Authority				
Rural Utilities Service				
Economic Development Administration				
Other (Identify)				
_____				
_____				
4. Renewal and Replacement Fund Deposits				

_____
Name of Person Completing Form

_____
Address

_____
Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

Item 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 ($1,200/12). This is the incremental amount for the Budget Year-to-Date column.

Item 2 — Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any 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.

Item 3 — Provide the **Bond Payments (principal, interest and reserve account)** for all the outstanding bonds of the Local Government according to the source of funding. For example, Clean Water State Revolving Fund loan from Department of Environmental Protection, Drinking Water Treatment Revolving Fund loan from Bureau for Public Health, Infrastructure Fund loan from Infrastructure and Jobs Development Council, or a loan from the Water Development Authority, etc.

Item 4 — 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 Item 3. If Gross Revenues are $1,200, then $30 (2.5% of $1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Government.

The Local Government must complete the Monthly Financial Report and forward it to the Water Development Authority by the 10th day of each month, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project.

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 Department of Environmental Protection (the "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 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 _____ 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

attached hereto as Exhibit A, and my firm[1] 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 thereof[2], 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 - 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]

---

[1]If 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".

[2]If 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)) - Effective October 1, 2003, the Local Government that receives $500,000 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.

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 Department of Environmental Protection
601 57th Street
Charleston, WV 25304

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 Department 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 validly 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, 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	$4,372,600
Purchase Price of Local Bonds	$4,372,600

The Local Bonds shall bear no interest. Commencing December 1, 2008, principal of the Local Bonds is payable quarterly, with an administrative fee of 0.5%. 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: See next page.

(i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), dated March 4, 2003, issued in the original principal amount of $4,000,000,

(ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), dated March 4, 2003, issued in the original principal amount of $3,250,000,

(iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), dated August 4, 2003, issued in the original principal amount of $926,000,

(iv) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), dated August 4, 2003, issued in the original principal amount of $4,326,705,

(v) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A, dated August 1, 2005, issued in the original principal amount of $34,950,000, and

(vi) Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 C, dated June 15, 2006, issued in the original principal amount of $17,425,000.

SCHEDULE Y

$4,372,600

City of Parkersburg

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

Closing Date: December 14, 2006

Debt Service Schedule

Date	Principal	Coupon	Total P+I
03/01/2007	-	-	-
06/01/2007	-	-	-
09/01/2007	-	-	-
12/01/2007	-	-	-
03/01/2008	-	-	-
06/01/2008	-	-	-
09/01/2008	-	-	-
12/01/2008	36,439.00	-	36,439.00
03/01/2009	36,439.00	-	36,439.00
06/01/2009	36,439.00	-	36,439.00
09/01/2009	36,439.00	-	36,439.00
12/01/2009	36,439.00	-	36,439.00
03/01/2010	36,439.00	-	36,439.00
06/01/2010	36,439.00	-	36,439.00
09/01/2010	36,439.00	-	36,439.00
12/01/2010	36,439.00	-	36,439.00
03/01/2011	36,439.00	-	36,439.00
06/01/2011	36,439.00	-	36,439.00
09/01/2011	36,439.00	-	36,439.00
12/01/2011	36,439.00	-	36,439.00
03/01/2012	36,439.00	-	36,439.00
06/01/2012	36,439.00	-	36,439.00
09/01/2012	36,439.00	-	36,439.00
12/01/2012	36,439.00	-	36,439.00
03/01/2013	36,439.00	-	36,439.00
06/01/2013	36,439.00	-	36,439.00
09/01/2013	36,439.00	-	36,439.00
12/01/2013	36,439.00	-	36,439.00
03/01/2014	36,439.00	-	36,439.00
06/01/2014	36,439.00	-	36,439.00
09/01/2014	36,439.00	-	36,439.00
12/01/2014	36,439.00	-	36,439.00
03/01/2015	36,439.00	-	36,439.00
06/01/2015	36,439.00	-	36,439.00
09/01/2015	36,439.00	-	36,439.00
12/01/2015	36,439.00	-	36,439.00
03/01/2016	36,439.00	-	36,439.00
06/01/2016	36,439.00	-	36,439.00
09/01/2016	36,439.00	-	36,439.00
12/01/2016	36,439.00	-	36,439.00
03/01/2017	36,439.00	-	36,439.00
06/01/2017	36,439.00	-	36,439.00
09/01/2017	36,439.00	-	36,439.00
12/01/2017	36,439.00	-	36,439.00

$4,372,600

City of Parkersburg

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

Closing Date: December 14, 2006

Debt Service Schedule

Date	Principal	Coupon	Total P+I
03/01/2018	36,439.00	-	36,439.00
06/01/2018	36,439.00	-	36,439.00
09/01/2018	36,439.00	-	36,439.00
12/01/2018	36,438.00	-	36,438.00
03/01/2019	36,438.00	-	36,438.00
06/01/2019	36,438.00	-	36,438.00
09/01/2019	36,438.00	-	36,438.00
12/01/2019	36,438.00	-	36,438.00
03/01/2020	36,438.00	-	36,438.00
06/01/2020	36,438.00	-	36,438.00
09/01/2020	36,438.00	-	36,438.00
12/01/2020	36,438.00	-	36,438.00
03/01/2021	36,438.00	-	36,438.00
06/01/2021	36,438.00	-	36,438.00
09/01/2021	36,438.00	-	36,438.00
12/01/2021	36,438.00	-	36,438.00
03/01/2022	36,438.00	-	36,438.00
06/01/2022	36,438.00	-	36,438.00
09/01/2022	36,438.00	-	36,438.00
12/01/2022	36,438.00	-	36,438.00
03/01/2023	36,438.00	-	36,438.00
06/01/2023	36,438.00	-	36,438.00
09/01/2023	36,438.00	-	36,438.00
12/01/2023	36,438.00	-	36,438.00
03/01/2024	36,438.00	-	36,438.00
06/01/2024	36,438.00	-	36,438.00
09/01/2024	36,438.00	-	36,438.00
12/01/2024	36,438.00	-	36,438.00
03/01/2025	36,438.00	-	36,438.00
06/01/2025	36,438.00	-	36,438.00
09/01/2025	36,438.00	-	36,438.00
12/01/2025	36,438.00	-	36,438.00
03/01/2026	36,438.00	-	36,438.00
06/01/2026	36,438.00	-	36,438.00
09/01/2026	36,438.00	-	36,438.00
12/01/2026	36,438.00	-	36,438.00
03/01/2027	36,438.00	-	36,438.00
06/01/2027	36,438.00	-	36,438.00
09/01/2027	36,438.00	-	36,438.00
12/01/2027	36,438.00	-	36,438.00
03/01/2028	36,438.00	-	36,438.00
06/01/2028	36,438.00	-	36,438.00
09/01/2028	36,438.00	-	36,438.00
12/01/2028	36,438.00	-	36,438.00

$4,372,600

City of Parkersburg
30 Years, 0% Interest Rate, 0.5% Administrative Fee
Closing Date: December 14, 2006

Debt Service Schedule

Date	Principal	Coupon	Total P+I
03/01/2029	36,438.00	-	36,438.00
06/01/2029	36,438.00	-	36,438.00
09/01/2029	36,438.00	-	36,438.00
12/01/2029	36,438.00	-	36,438.00
03/01/2030	36,438.00	-	36,438.00
06/01/2030	36,438.00	-	36,438.00
09/01/2030	36,438.00	-	36,438.00
12/01/2030	36,438.00	-	36,438.00
03/01/2031	36,438.00	-	36,438.00
06/01/2031	36,438.00	-	36,438.00
09/01/2031	36,438.00	-	36,438.00
12/01/2031	36,438.00	-	36,438.00
03/01/2032	36,438.00	-	36,438.00
06/01/2032	36,438.00	-	36,438.00
09/01/2032	36,438.00	-	36,438.00
12/01/2032	36,438.00	-	36,438.00
03/01/2033	36,438.00	-	36,438.00
06/01/2033	36,438.00	-	36,438.00
09/01/2033	36,438.00	-	36,438.00
12/01/2033	36,438.00	-	36,438.00
03/01/2034	36,438.00	-	36,438.00
06/01/2034	36,438.00	-	36,438.00
09/01/2034	36,438.00	-	36,438.00
12/01/2034	36,438.00	-	36,438.00
03/01/2035	36,438.00	-	36,438.00
06/01/2035	36,438.00	-	36,438.00
09/01/2035	36,438.00	-	36,438.00
12/01/2035	36,438.00	-	36,438.00
03/01/2036	36,438.00	-	36,438.00
06/01/2036	36,438.00	-	36,438.00
09/01/2036	36,438.00	-	36,438.00
12/01/2036	36,438.00	-	36,438.00
03/01/2037	36,438.00	-	36,438.00
06/01/2037	36,438.00	-	36,438.00
09/01/2037	36,438.00	-	36,438.00
12/01/2037	36,438.00	-	36,438.00
03/01/2038	36,438.00	-	36,438.00
06/01/2038	36,438.00	-	36,438.00
09/01/2038	36,438.00	-	36,438.00
Total	**$4,372,600.00**	**-**	**$4,372,600.00** *

***Plus $2,755.64 one-half percent Administrative Fee paid quarterly. Total fee over life of loan is $330,676.80.**

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA in the City of Charleston on the 6th day of December, 2006.

CASE NO. 06-0829-S-CN

PARKERSBURG UTILITY BOARD
Application for a certificate of convenience and necessity to construct improvements to the existing sanitary sewer system.

COMMISSION ORDER

On November 21, 2006 the Parkersburg Utility Board (PUB) filed its "Parkersburg Utility Board's Petition to Reopen Proceeding and Seek a Modified Order." The PUB further requested expedited consideration of its Petition due to the scheduled loan closing for its project on December 14, 2006. In support of its Petition, PUB stated:

1. By Recommended Decision issued October 18, 2006, which became a Final Order of the Commission on November 7, 2006, the Commission, among other things, granted PUB'S requested certificate of convenience and necessity (the, "Certificate") for its proposed project to construct certain specific upgrades and improvements to its existing sewage facilities (the Project).

2. The Certificate was granted "contingent upon the issuance of an N.P.D.E.S. permit modification by the West Virginia Department of Environmental Protection." See Ordering Paragraph 1, at 8.

3. Due to the nature of the work being completed under the Project an N.P.D.E.S. permit modification is not required. Attached as Exhibit A is a Memorandum from Matt Sweeney, NPDES Permit Team Supervisor, Division of Water and Waste Management, West Virginia Department of Environmental Protection, confirming that PUB is not required to obtain an N.P.D.E.S. permit modification for the Project.

4. In light of the fact that an N.P.D.E.S. permit modification is not required for the Project, PUB respectfully requests the Commission issue an Order removing the stated contingency to the Certificate.

5. The loan closing for the Project is scheduled for December 14, 2006. PUB respectfully requests the Commission grant expedited consideration to this Petition and PUB'S request for a modified Order.

Based on the foregoing, the PUB requested the Commission: (a) reopen this proceeding and (b) issue an Order modifying the Recommended Decision issued October 18, 2006 (Final November 7, 2006) by removing the condition attached to the granting of the Certificate.

Commission Staff (Staff) filed an "Initial and Final Joint Staff Memorandum" on December 4, 2006 recommending the Commission grant the PUB's request.

DISCUSSION

Staff's September 25, 2006 "Final Joint Staff Recommendation" recommended approval of the requested certificate contingent upon the filing of an N.P.D.E.S. Permit Modification from the West Virginia Department of Environmental Protection.

The Recommended Decision granted the certificate contingent upon the PUB obtaining the Permit Modification.

The Memorandum from Matt Sweeney, N.P.D.E.S. Permit Team Supervisor, Division of Water and Waste Management, West Virginia Department of Environmental Protection, attached to PUB's November 21, 2006 filing confirmed that the PUB is not required to obtain an N.P.D.E.S. permit modification for the Project.

Accordingly, the Commission agrees with Staff's recommendation and shall grant the PUB's request to modify the Recommended Decision (October 18, 2006, Final November 7, 2006) to remove the condition regarding the N.P.D.E.S. Permit Modification.

FINDINGS OF FACT

1. The Recommended Decision (October 18, 2006, Final November 7, 2006) in this case granted a certificate contingent upon the PUB obtaining an N.P.D.E.S. Permit Modification.

2. The Memorandum from Matt Sweeney, NPDES Permit Team Supervisor, Division of Water and Waste Management, West Virginia Department of Environmental Protection, attached to PUB's November 21, 2006 filing, confirmed that PUB is not required to obtain an N.P.D.E.S. permit modification for the Project.

3. Staff recommends that the Commission grant the PUB's request.

CONCLUSION OF LAW

As the West Virginia Department of Environmental Protection has affirmed that the PUB is not required to obtain an N.P.D.E.S. permit modification for the Project, and Staff concurs, it is reasonable to remove the N.P.D.E.S. permit modification contingency from the certificate granted in this case.

ORDER

IT IS THEREFORE ORDERED that the October 18, 2006 Recommended Decision in this case is hereby revised to remove the requirement that the Parkersburg Utility Board obtain an N.P.D.E.S. permit modification.

IT IS FURTHER ORDERED that the October 18, 2006 Recommended Decision (Final November 7, 2006) remains the final order of the Commission in all other respects.

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

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

A True Copy, Teste:

Sandra Squire

Sandra Squire
Executive Secretary

JJW/klm
060829ca.wpd

060829ALJ101806.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL

11/7/2006

Issued: October 18, 2006

CASE NO. 06-0829-S-CN

PARKERSBURG UTILITY BOARD,
Application for a certificate of convenience and necessity to construct improvements to the existing sanitary sewer system.

RECOMMENDED DECISION

On June 23, 2006, the Parkersburg Utility Board (hereinafter, Applicant) filed an application, duly verified, for a certificate of convenience and necessity to construct certain improvements to its existing sanitary sewer system in Wood County, West Virginia. The Applicant described the improvements more specifically as (a) modifications to the existing 6th Street pumping station, including the installation of three new pumps, controls, electrical system, emergency generation, and required interior and exterior piping and valve modifications, along with miscellaneous structural and ventilation work (Contract 1-2006), and (b) construction of approximately 4,510 linear feet of 36-inch force main (Contract 2-2006). The application states that the above-described project will be funded through a loan from the Clean Water State Revolving Fund in the amount of $4,214,000, at an interest rate of not more than 3% and for a term of not more than thirty (30) years. The Applicant stated that the improvements are necessary to "better utilize the increased capacity currently under construction at the 19th Street Waste Water Treatment Plant which will significantly reduce the number of sanitary sewer overflows at the 6th Street pumping station, First Avenue pumping station and other affected locations." The Applicant also advised that, "With these improvements the collection and treatment system overall will have greater compliance with state and federal clean water regulations. Further, the improvements are required by the West Virginia Department of Environmental Protection pursuant to an Administrative Order issued to the Board on August 26, 2002, and amended July 29, 2005. Such Order requires the Applicant to issue a notice to proceed to construction for these improvements no later than June 30, 2007." The Applicant advised the Commission that its existing rates are sufficient to support the proposed project and that a rate increase was not required. The Applicant requested a waiver of the requirement to file a Rule 42 Exhibit along with this certificate application. The Applicant added that a partial Rule 42 Exhibit was included along with the

KAG

certificate application, which reflects the sufficiency of its existing rates to support the project and provides other financial information relevant to the proposed project.

On June 23, 2006, the Commission entered a Notice of Filing Order, requiring that the Applicant give notice of the filing of its application, by publishing a copy of said Order once in a newspaper, duly qualified by the Secretary of State, published and of general circulation in Wood County, West Virginia, making due return to the Public Service Commission of proper certification of publication immediately after publication. The June 23, 2006 Order stated that, "Anyone desiring to protest or intervene should file a written protest or notice of intervention within 30 days following the date of the publication of the June 23, 2006 Order, unless otherwise modified by Commission order." The June 23, 2006 Order also advised the reader that, "Failure to timely protest or intervene can affect your right to protest aspects of this certificate case, including any associated rate increases, or to participate in future proceedings." In conclusion, the Order stated that, "if no protests are received within said thirty (30) day period, the Commission may waive formal hearing and grant the application based on the evidence submitted with said application and its review thereof."

On July 6, 2006, the Applicant filed an affidavit of publication from *The Parkersburg News*, a daily newspaper, duly qualified by the West Virginia Secretary of State, published and circulated in Parkersburg, Wood County, West Virginia. The affidavit established that the Notice of Filing Order had been published therein on June 29, 2006. Also, the Applicant filed with the Commission a copy of a United States Certified Mail Domestic Return Receipt card, which was addressed to The Honorable David Nohe, Mayor, City of Vienna, and signed by the recipient thereof, Tammy Bunner. The Applicant's attorney advised in a cover letter, also filed on July 6, 2006, that the Domestic Return Receipt card had been attached to a copy of the Notice of Filing, which was sent by the Applicant to the City of Vienna, the Applicant's sole resale customer, as required by Rule 10.3.d. of the Commission's *Rules of Practice and Procedure.*

On July 7, 2006, the Applicant filed a copy of the permit issued to the Parkersburg Utility Board, by the State Of West Virginia Office of Environmental Health Services. The permit authorized the Parkersburg Utility Board to install approximately 623 linear feet of 8-inch sewer line and necessary manholes to serve five (5) residential customers in the Hope Hill Road area of Parkersburg.

A Referral Order was issued by the Commission in this matter on July 12, 2006. The Order directed that the case be referred to the Division of Administrative Law Judges for a decision to be rendered by November 6, 2006, in the event that no public protest to the application was received by the Public Service Commission within thirty (30) days after the required public notice was published. However, the Order required that, if public protest was received within that thirty (30) day protest period, the Division of Administrative Law Judges would be required to render its decision on or before January 19, 2007.

On July 17, 2006, Staff Attorney Richard M. Allen of the Commission's Legal Division filed the Initial Joint Staff Memorandum, along with the Initial Internal Memorandum, which was prepared by Utilities Analyst Michael Quinlan of the Commission's Water and Wastewater Division and Technical Analyst Joseph Marakovits of the Commission's Engineering Division. Therein, Staff stated that it had no objection to the Applicant's request for a waiver of the requirement that it file a Rule 42 Exhibit along with the certificate application. The Applicant had advised in the certificate application that no rate increase would be requested as part of the certificate application because its existing rates were sufficient to support the proposed construction project. Staff concluded by recommending that the case be referred to the Division of Administrative Law Judges for resolution.

On September 18, 2006, the Applicant filed with the Commission a letter from Mike Johnson, P.E., Program Manager, West Virginia Department of Environmental Protection, Clean Water State Revolving Fund Manager, indicating that Clean Water State Revolving Fund Program was making a commitment of funding for the Applicant's 6th Street pumping station and force main project. The letter indicated that the Applicant would receive a loan in the amount of $4,214,000, with a 0% interest rate and a ½% annual administrative fee, for a term of 30 years.

On September 25, 2006, Staff Attorney Allen filed the Final Joint Staff Memorandum, along with the Final Internal Memorandum, prepared by Utilities Analyst Quinlan and Technical Analyst Marakovits. Therein, Staff described the project as proposed by the Applicant. Staff advised that the project entails the installation of approximately 4,510 linear feet of 36-inch diameter force main and the upgrade of the 6th Street pump station, including three (3) new 135 H.P. centrifugal pumps, SCADA control and instrumentation modifications, new electrical service, new lighting, a new generator and automatic transfer switch, bypass pumping, masonry repair, painting and all necessary valves and appurtenances. Staff reported that the estimated total construction cost of $3,161,082 appears reasonable. The estimated total construction cost of $4,214,000 and project cost per customer of $270 are, according to Staff, very reasonable for a sewer project. Technical Staff detailed information relating to need for the project and concluded that need had been adequately documented. Technical Staff noted that, while a Department of Environmental Protection N.P.D.E.S. permit modification for the project has not yet been issued, the original plans and specifications for the project were approved by the West Virginia Department of Environmental Protection on August 29, 2006. Technical Staff stated that no conflicts were noted between the Applicant's plans and specifications and the Public Service Commission's *Rules and Regulations for the Government of Sewer Utilities.* Technical Staff noted that operation and maintenance expenses were not expected to increase or decrease as a result of this project. Staff noted that, even though the new pumps which are part of this project are larger than the existing pumps, the new pumps are more efficient.

Financial Staff advised that the project would be funded through a West Virginia Clean Water State Revolving Fund loan in the amount of $4,214,000. Staff detailed the specific terms and conditions of the loan and noted that annual debt service would be $140,467. A 10% debt service

reserve, in the amount of $14,047, would be funded. The operation and maintenance expenses would be increased by $10,827 to account for the administrative fee. However, Staff agreed that the current level of operation and maintenance expenses appears to be reasonable and would not be affected by this project. The City of Parkersburg previously adopted a municipal rate ordinance that included a set of rates that would become effective "upon substantial completion of the project." Staff advised that the Commission's Legal Division reviewed the municipal rate ordinance and concluded that it had been properly adopted. Staff concluded that the rates previously adopted by the City would be sufficient to offset the costs associated with this proposed project. Staff also detailed the Applicant's rate structure and tariff. Effective January 1, 2006, the minimum customer charge is $10.84, plus $4.30 per thousand gallons of water used each month. Pursuant to the Applicant's current tariff, the minimum customer charge and the volume charge per thousand gallons of water used is set to increase annually on the first day of January in each of the next two years. However, Staff noted that the current rates will provide a cash flow surplus of $697,146 and a debt service coverage factor of 136.72%. Staff concluded that the proposed project is financially feasible.

Staff made the following specific recommendations:

(1) The Parkersburg Utility Board be granted a Certificate of Convenience and Necessity to upgrade the 6th Street pump station and force main, with an estimated total project cost of $4,214,000. However, Staff recommended that the issuance of the Certificate of Convenience and Necessity be made contingent upon issuance of an N.P.D.E.S. Permit Modification from the West Virginia Department of Environmental Protection;

(2) Approval of the Clean Water State Revolving Fund loan in the amount of $4,214,000, at an annual interest rate of 0% for thirty (30) years, and a .5% administrative fee;

(3) Should there be any change in the plans and/or scope of the project or should there be a change in project financing that would affect rates, the Applicant must request a reopening of this certificate case for Commission review of adjustments and Commission approval;

(4) Should there be any change in project costs that does not affect rates, the Applicant need not seek reopening of this certificate case, but **must** file with the Commission an affidavit, signed by its Certified Public Accountant verifying that rates are not affected;

(5) The Applicant shall provide a copy of the engineer's certified tabulation of bids, within ten (10) days of the bid opening date, for each construction contract or vendor bid contract awarded for this project; and

(6) The Applicant must notify the Public Service Commission once its Engineer has performed the substantial completion inspection.

A "Motion of Parkersburg Utility Board to Modify Request for Approval of Funding" was filed by the Applicant on September 28, 2006. Therein, the Applicant advised the Commission that the West Virginia Department of Environmental Protection Clean Water State Revolving Fund program has offered to increase the Applicant's loan amount from $4,214,000 to $4,407,500, which would allow the Applicant to pre-fund the State Revolving Fund loan reserve requirement. The Applicant requested that the Public Service Commission approve the increased loan amount of $4,407,500 rather than the original loan amount specified in the certificate application. The Applicant asserted that its existing rates are sufficient to support the project, funded by a loan in the amount of $4,407,500. The original terms of the State Revolving Fund loan remain unchanged.

On October 5, 2006, Staff Attorney Allen filed a Further Final Joint Staff Memorandum, along with the Further Final Internal Memorandum prepared by Utilities Analyst Quinlan and Technical Analyst Marakovits. In response to the Applicant's request to increase the loan amount from $4,214,000 to $4,407,500, Staff concluded that borrowing the additional $193,500 would not require any adjustment of rates. Staff recommended approval of the Applicant's request to modify the project funding to permit the Applicant to pre-fund the State Revolving Fund loan reserve requirement. Staff stated that the remainder of its recommendations set forth in the Final Joint Staff Memorandum and the Final Internal Memorandum should be adopted.

DISCUSSION

Commission Staff has recommended approval of the Applicant's certificate application, as modified. Staff's recommendations were clearly set forth in the Final Joint Staff Memorandum, Final Internal Memorandum, Further Final Joint Staff Memorandum and the Final Internal Memorandum. Each of the Staff memoranda were provided to the Applicant by mail. In cover letters mailed along with the Staff memoranda, the Applicant was advised that, "If you wish to respond to the enclosed Staff memorandum, you may do so in writing, within 10 days, unless directed otherwise, of this date." Also, the cover letter stated that, "Your failure to respond in writing to the utility's answer, Staff's recommendations, or other documents may result in a decision in your case based on your original filing and the other documents in the case file, without further hearing or notice." The record in this case reflects that the Applicant has not filed an objection or a response to the recommendations of Commission Staff and more than ten (10) days have passed Therefore, it is reasonable to assume that the Applicant does not object to Staff's recommendations, particularly since Commission Staff has recommended that the Commission grant its certificate application.

Furthermore, the record reflects that the Notice of Filing was properly published by the Applicant as directed in the Commission's June 23, 2006 order. The Notice of Filing provided that

public protests or requests for intervention regarding the Applicant's certificate application be filed with the Public Service Commission within thirty (30) days of the date of publication of the Notice of Filing. The Applicant later filed an affidavit of publication establishing that publication of the Notice of Filing took place on June 29, 2006. The record reflects that no public protests and no requests to intervene were filed in this matter during the thirty (30) day public protest period. Therefore, it is reasonable to conclude that there is no objection from the public to the issuance of a certificate of convenience and necessity for the Applicant to construct the specific sewer system improvements and upgrades described in the certificate application.

FINDINGS OF FACT

1. On June 23, 2006, the Parkersburg Utility Board filed an application for a certificate of convenience and necessity to construct improvements and upgrades to its existing sewage facilities. The proposed upgrades and improvements included installation of approximately 4,510 linear feet of 36-inch diameter force main and the upgrade of the 6th Street Pump Station, including 3 new 135 H.P. centrifugal pumps, SCADA control and instrumentation modifications, new electric service, new lighting, new generator and automatic transfer switch, bypass pumping, masonry repair, painting and all necessary valves and appurtenances. (See, June 23, 2006 filing).

2. The Parkersburg Utility Board published the Notice of Filing regarding this certificate application in *The Parkersburg News*, a daily newspaper published at Parkersburg, Wood County, West Virginia, on June 29, 2006. (See, July 6, 2006 filing).

3. The Parkersburg Utility Board provided the City of Vienna, its one and only resale customer, with a copy of the Notice of Filing, via United States Certified Mail, Return Receipt Requested on July 3, 2006. (See, July 6, 2006 filing).

4. An affidavit of publication from *The Parkersburg News* and a copy of the United States Certified Mail Domestic Return Receipt card, addressed to The Honorable David Nohe, Mayor of the City of Vienna, were filed with the Public Service Commission on July 6, 2006. (See, July 6, 2006 filing).

5. The total estimated project cost is $4,407,500 and will be funded with a loan in the amount of $4,407,500 from the West Virginia Department of Environmental Protection Clean Water State Revolving Fund. The loan will be payable over a term of thirty (30) years and will have an annual interest rate of 0% and an annual administrative fee of 0.5%. A letter of commitment for the loan has been filed with the Public Service Commission. (See, October 5, 2006 filing).

6. The Parkersburg Utility Board is currently operating under an Administrative Order issued by the West Virginia Department of Environmental Protection on August 26, 2002, which was amended on July 29, 2005, regarding violations of state and federal clean water regulations. (See, Final Internal Memorandum, filed September 25, 2006).

7. The Parkersburg Utility Board has not been issued a modified or revised West Virginia Department of Environmental Protection N.P.D.E.S. permit to construct the project proposed in this certificate application, even though the West Virginia Department of Environmental Protection did approve the original plans and specifications on August 29, 2006. (See, Final Internal Memorandum, filed September 25, 2006).

8. The sewage system upgrades and improvements proposed by the Parkersburg Utility Board in this certificate application will allow for the system to better utilize the increased capacity currently under construction at the 19th Street waste water treatment facility and the upgrades and improvements will result in a significant reduction in the number of sanitary sewer overflows at various points in the system. (See, Final Internal Memorandum, filed September 25, 2006).

9. Operation and maintenance expenses are not expected to change as a result of this project, due to the installation of larger and more efficient pumps. (See, Final Internal Memorandum, filed September 25, 2006).

10. The current rates and rate structure, effective for all bills rendered on and after January 1, 2006, are sufficient, based upon financial information provided to the Public Service Commission by the Applicant, to offset the costs associated with the construction proposed in this certificate application. (See, Final Internal Memorandum, filed September 25, 2006).

11. The current effective rates provide a cash flow surplus of $697,146 and a debt service coverage of 136.72%.

CONCLUSIONS OF LAW

1. It is reasonable to grant the Applicant's request for a waiver of the requirement that a Rule 42 Exhibit be filed along with its certificate application, since the Applicant's existing rates are adequate to support the project.

2. The public convenience and necessity require the specific upgrades and improvements proposed by the Applicant to its existing sewage facilities and described in the certificate application filed on June 23, 2006.

3. It is reasonable to approve the proposed financing for the project, as amended, consisting of a loan from the West Virginia Department of Environmental Protection Clean Water State Revolving Fund Program, in the amount of $4,407,500 at an annual interest rate of 0%, and a ½% administrative fee, for a term of thirty (30) years.

4. It is reasonable to grant a certificate of public convenience and necessity to the Applicant for construction of the specific upgrades and improvements to its existing sewage facilities, as described in the certificate application filed on June 23, 2006, **contingent upon** the issuance of an N.P.D.E.S. permit modification by the West Virginia Department of Environmental Protection..

ORDER

IT IS, THEREFORE, ORDERED that the certificate application filed herein on June 23, 2006, by the Parkersburg Utility Board, for a certificate of convenience and necessity to construct certain specific upgrades and improvements to its existing sewage facilities, be, and hereby is, granted, contingent upon the issuance of an N.P.D.E.S. permit modification by the West Virginia Department of Environmental Protection.

IT IS FURTHER ORDERED that the financing for the project, consisting of a West Virginia Department of Environmental Protection Clean Water State Revolving Fund loan in the amount of $4,407,500, at an annual interest rate of 0%, and an administrative fee of ½ %, for a term of thirty (30) years, be, and hereby is, approved.

IT IS FURTHER ORDERED that the Applicant's request for a waiver of the requirement that a Rule 42 Exhibit be filed with its certificate application be, and hereby is, granted.

IT IS FURTHER ORDERED that the Parkersburg Utility Board submit a certificate of substantial completion for the sewage system upgrade and improvement project from its professional engineer as soon as it becomes available.

IT IS FURTHER ORDERED that the Parkersburg Utility Board file a copy of the engineer's certified tabulation of bids for each construction contract or vendor bid contract awarded for this project, within ten (10) days of the bid opening date.

IT IS FURTHER ORDERED that should there be any changes in the scope, plans or financing of the project, or if a change in project cost affects the rates approved for the project, the Parkersburg Utility Board shall obtain Commission approval of such changes, prior to commencing construction.

IT IS FURTHER ORDERED that, if there is a change in project cost that does not affect rates, the Parkersburg Utility Board is not required to obtain Commission approval of such change. However, the Parkersburg Utility Board shall, in such case, file an affidavit with the Commission, duly executed by its Certified Public Accountant, verifying that rates are not affected.

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

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

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

Leave 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 Recommended Decision is mailed. If exceptions are filed, the parties filing exceptions shall certify to the Executive Secretary that all parties of record have been served said exceptions.

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

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

Cecelia Gail Jarrell

Cecelia Gail Jarrell
Administrative Law Judge

CGJ:s
060829a.wpd

050049alj060305.wpd

ENTERED

Order Book 05-Y

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: June 3, 2005

ORIGINAL

CASE NO. 05-0049-S-CN

PARKERSBURG UTILITY BOARD
Application for a certificate of convenience and necessity to construct improvements to the existing sanitary sewer system.

FINAL
6-12-05
per Commission order

RECOMMENDED DECISION

On January 14, 2005, Parkersburg Utility Board (PUB) filed an application proposing construction improving its existing sanitary sewer system. The construction is currently estimated to cost $52,474,216.

On January 24, 2005, the City of Vienna (Vienna) moved to intervene. Vienna purchases sewage treatment from PUB pursuant to contract.

On February 9, 2005, the Commission referred the matter. The Commission required a decision on or before December 20, 2005.

On March 3, 2005, PUB filed an amendment to its application for a certificate of convenience and necessity.

On April 20, 2005, the matter was set for hearing on May 27, 2005. Vienna was granted intervenor status.

On May 26, 2005, Staff verbally reported that matter had been settled between the parties and that it was recommending approval of the project.

By Procedural Order issued May 26, 2005, the hearing was canceled.

On May 27, 2005, Staff filed a recommendation that the certificate be issued with certain conditions. Staff indicated that it would soon file a more detailed recommendation. Along with the recommendation, Staff filed a Joint Stipulation and Agreement for Settlement signed by PUB, Vienna and Staff.

On June 1, 2005, Staff filed a Final Joint Staff Memorandum outlining in more detail its position supporting the issuance of the certificate.

Public Service Commission
of West Virginia
Charleston

FINDINGS OF FACT

1. On January 14, 2005, PUB filed an application proposing construction improving its existing sanitary sewer system. (See application).

2. The construction is currently estimated to cost $52,474,216. (See Final Joint Staff Memorandum).

3. PUB is under an order issued by the West Virginia Division of Environmental Protection (DEP) to construct the project to remedy existing environmental problems with its system. The DEP order requires that a Notice to Proceed with construction be issued no later than July 31, 2005. (See application; Staff filing of May 27, 2005).

4. PUB plans to finance the project with $3,622,816 cash on hand, a $4,821,400 State and Tribal Assistance Grant, a $9,000,000 Clean Water State Revolving Fund (CWSRF) loan with an interest rate of 3% for 20 years, and a $35,000,000 public bond issue with an interest rate slightly above 4% for 20 years. (See application; Staff filing of May 27, 2005).

5. PUB plans to issue bond anticipation notes totalling approximately $9,000,000 to be used for interim financing with an interest rate of approximately 6%. (Id.).

6. Staff recommends approval of the certificate. (See Staff filing of May 27, 2005; Final Joint Staff Memorandum).

7. PUB has already passed rate ordinances increasing rates in a multi-step approach necessary to support the project financing. The rates are sufficient and meet rate coverage requirements. (Final Joint Staff Memorandum).

8. All the loans have been committed in writing except for the CWSRF. The CWSRF has indicated that it is intending to make the loan as soon as funds are available. PUB will seek Commission approval to modify funding if the CWSRF is unable to make the loan. (Id.).

9. The treatment plant as upgraded will be capable of handling a peak flow of 32.7 million gallons a day. (Id.).

10. Currently, the treatment plant cannot operate when the Ohio River level is high and must dump untreated sewage in the river on such occasions. Among the improvements to the treatment plant will be a new effluent pumping system that will allow PUB to operate regardless of the river level up to the 100-year flood stage. (Id.).

11. The plans and specifications of the project comply with Commission rules and regulations and appear to be in compliance with industry standards. (Id.).

12. The project is the first step in bringing the system into compliance with environmental regulations. The project will

Public Service Commission
of West Virginia
Charleston

significantly reduce environmental problems caused by the system as it currently operates. (Final Joint Staff Memorandum).

13. PUB carefully considered alternate methods of bringing its system into compliance with the environmental regulations and choose the proposed plan as the best and least costly. (Id.).

CONCLUSIONS OF LAW

1. Public convenience and necessity require the project.

2. The proposed financing is reasonable and should be approved.

3. PUB should be required to seek Commission approval should the project scope or proposed financing change for any reason.

4. The application should be granted contingent upon PUB receiving all necessary federal, state and local permits and approvals for the proposed construction.

ORDER

IT IS, THEREFORE, ORDERED that the application by the Parkersburg Utility Board filed on January 18, 2005, for a certificate of public convenience and necessity to construct certain improvements to its sanitary sewer system, be, and hereby is, granted. The certificate is contingent upon PUB's receipt of all necessary federal, state and local permits and approvals for the proposed construction. Copies of these permits and approvals should be forwarded to the Commission upon PUB's receipt of the documents. Construction should not begin until all necessary permits have been issued. PUB shall also file a copy of the Certificate of Substantial Completion for each contract associated with the project within thirty days of the issuance of each certificate.

IT IS FURTHER ORDERED that the proposed financing of $3,622,816 cash on hand, a $4,821,400 State and Tribal Assistance Grant, a $9,000,000 Clean Water State Revolving Fund loan with an interest rate of 3% for 20 years, and a $35,000,000 public bond issue with an interest rate slightly above 4% for 20 years, is approved. Interim financing consisting of the issuance of bond anticipation notes totalling $9,000,000 with an interest rate of 6% is hereby approved.

IT IS FURTHER ORDERED that, if there are any substantive changes in the project scope, project cost or the proposed terms of financing for the project, the Parkersburg Utility Board shall petition the Commission to review and approve the changes.

IT IS FURTHER ORDERED that the Joint Stipulation and Agreement for Settlement filed with the Commission on May 27, 2005, be, and hereby is, approved.

Public Service Commission
of West Virginia
Charleston

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 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 the exceptions.

If no exceptions are filed, this order shall become the order of the Commission, without further action, five (5) days following the expiration of the fifteen (15) day time period, unless it is ordered stayed 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 the order of the Commission sooner than five (5) days after approval of such waiver by the Commission.

K. A. George

Keith A. George
Administrative Law Judge

KAG:s
050049ab.wpd

Public Service Commission
of West Virginia
Charleston

West Virginia Infrastructure & Jobs Development Council

Public Members:
Mark Prince
Hurricane
Dwight Calhoun
Petersburg
Tim Stranko
Morgantown
Dave McComas
Prichard

300 Summers Street, Suite 980
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Jefferson E. Brady, PE
Executive Director

Jefferson.Brady@verizon.net

June 8, 2006

Clarence Cox, General Manager
Parkersburg Utility Board
125 Nineteenth Street
Parkersburg, West Virginia 26101

Re: Parkersburg Utility Board
Sewer Project 2006S-933

Dear Mr. Cox:

The West Virginia Infrastructure and Jobs Development Council (the "Council") has reviewed the Parkersburg Utility Board's (the "Board") preliminary application regarding its proposed project to make hydraulic, electrical and emergency generator improvements at the 6th Street pumping station and construct a new force main to allow conveyance of projected flows from a 5-year recurrence interval storm to be conveyed to the plant (the "Project").

Based on the findings of the Sewer Technical Review Committee, the Council has determined that the 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 as the Board may need to address certain issues raised in said comments as it proceeds with the Project.

Upon consideration of the preliminary application, the Council recommends that the Board pursue a $4,214,000 Clean Water State Revolving Fund loan to fund this project. Please contact the WV Department of Environmental Protection office at 926-0495 for specific information on the steps the Board needs to follow to apply for these funds. **Please note that this letter <u>does not</u> constitute funding approval from this agency.**

If you have any questions regarding this matter, please contact Jeff Brady at 558-4607.

Sincerely,

Mark Prince

Enclosure
cc: Mike Johnson, P.E., DEP (w/o enclosure)
Region V Planning & Development Council
Strand Associates, Inc.

THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds,
Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On the 14th day of December, 2006, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Mayor of The City of Parkersburg (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the 14th day of December, 2006, the Authority received the Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program), of the Issuer, in the principal amount of $9,000,000, numbered DR-1 (the "Series 2006 D Bonds") and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), of the Issuer, in the principal amount of $4,372,600, numbered ER-1 (the "Series 2006 E Bonds"), each issued as a single, fully registered Bond, and each dated December 14, 2006.

2. At the time of such receipt, all the Series 2006 D Bonds and the Series 2006 E Bonds had been executed by the Mayor and the City Clerk of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2006 D Bonds, of the sum of $636,281, being a portion of the principal amount of the Series 2006 D Bonds. The balance of the principal amount of the Series 2006 D Bonds will be advanced by the Authority and by the West Virginia Department of Environmental Protection to the Issuer as acquisition and construction of the Project progresses. On the date hereof, $636,280.84 of such principal amount was paid to the Registered Owner of the Series 2005 A Notes in order to fully discharge and satisfy the same.

4. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2006 E Bonds, of $546,871, being a portion of the principal amount of the Series 2006 E Bonds. The balance of the principal amount of the Series 2006 E Bonds will be advanced by the Authority and by the West Virginia

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: _____
Its: Authorized Representative

THE CITY OF PARKERSBURG

By: _____
Its: Mayor

12.04.06
686870.00018

CL1115699.1

THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds,
Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

Huntington National Bank, National Association
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

There are delivered to you herewith on this 14th day of December, 2006:

(1) Bond No. DR-1, constituting the entire original issue of The City of Parkersburg Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program), in the principal amount of $9,000,000 (the "Series 2006 D Bonds") and Bond No. ER-1, constituting the entire original issue of The City of Parkersburg Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), in the principal amount of $4,372,600 (the "Series 2006 E Bonds"), both dated December 14, 2006 (collectively, the "Series 2006 Bonds"), executed by the Mayor and the City Clerk of The City of Parkersburg (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Ordinance duly enacted by the Issuer on November 28, 2006, and a Supplemental Resolution duly adopted by the Issuer on December 12, 2006 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of a bond purchase agreement for the Series 2006 D Bonds, dated November 16, 2006, by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP") and a Bond Purchase Agreement for the Series 2006 E Bonds, dated November 16, 2006, by and among the Issuer, the Authority, and the DEP (collectively, the "Loan Agreements"); and

(4) Executed opinions of nationally recognized bond counsel regarding the validity of the Loan Agreements and the Series 2006 Bonds.

You are hereby requested and authorized to deliver the Series 2006 D Bonds to the Authority upon payment to the Issuer of the sum of $636,281, representing a portion of the principal amount of the Series 2006 D Bonds. You are further hereby requested and authorized to deliver the Series 2006 E Bonds to the Authority upon payment to the Issuer of the sum of $546,871, representing a portion of the principal amount of the Series 2006 E Bonds. Prior to such delivery of the Series 2006 Bonds, you will please cause the Series 2006 Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the forms of Certificate of Authentication and Registration thereon.

Dated as of the day and year first written above.

THE CITY OF PARKERSBURG

By: _____
Its: Mayor

11.16.06
686870.00018

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF PARKERSBURG
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D
(WEST VIRGINIA SRF PROGRAM)

No. DR-1 $9,000,000

KNOW ALL MEN BY THESE PRESENTS: That on this the 14th day of December, 2006, THE CITY OF PARKERSBURG, a municipal corporation and political subdivision of the State of West Virginia in Wood County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of NINE MILLION DOLLARS ($9,000,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as Exhibit A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2008, 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 be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing June 1, 2008, as set forth on Exhibit B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), 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 DEP, dated November 16, 2006.

This Bond is issued (i) to pay the entire cost of currently refunding the Issuer's outstanding Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 2005 A, dated August 15, 2005, issued in the original aggregate principal amount of $9,000,000 (the "Series 2005 A Notes"); (ii) paying a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the wastewater treatment plant portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); and (iii) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and sewerage system of the Issuer and any further

extensions, 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 8, Article 20 and Chapter 22 C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on November 28, 2006, and a Supplemental Resolution duly adopted by the Issuer on December 12, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE OUTSTANDING OBLIGATIONS OF THE ISSUER WHICH WILL RANK ON A PARITY WITH THE SERIES 2006 D BONDS AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, BEING THE (I) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,000,000 (THE "SERIES 2003 A BONDS"), (II) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,250,000 (THE "SERIES 2003 B BONDS"), (III) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 D (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $926,000 (THE "SERIES 2003 D BONDS"), (IV) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 E (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,326,705 (THE "SERIES 2003 E BONDS"), (V) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A, DATED AUGUST 1, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $34,950,000 (THE "SERIES 2005 A BONDS"), (VI) COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 C, DATED JUNE 15, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $17,425,000 (THE "SERIES 2006 C BONDS"), AND (VII) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 14, 2006, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,372,600 (THE "SERIES 2006 E BONDS"). THE SERIES 2003 A BONDS, THE SERIES 2003 B BONDS, THE SERIES 2003 D BONDS, THE SERIES 2003 E BONDS, THE SERIES 2005 A BONDS, AND THE SERIES 2006 C BONDS ARE REFERRED TO HEREIN COLLECTIVELY AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Prior Bonds and the Series 2006 E Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2006 D Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an 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 hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2006 D Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 120% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 2006 C Bonds and the Series 2005 A Bonds are outstanding, and thereafter 115% thereof; provided however, that, when the Series 2006 C Bonds and the Series 2005 A Bonds are no longer outstanding and so long as there exists in the Series 2006 D Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2006 E Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and 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 Gross 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 and interest on 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, THE CITY OF PARKERSBURG has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated the day and year first written above.

[SEAL]

Robert J. Newell
Mayor

ATTEST:

SPECIMEN

Connie Shaffer
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 D Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: December 14, 2006.

THE HUNTINGTON NATIONAL BANK,
as Registrar

By _____
Its: Authorized Officer

SPECIMEN

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$636,281	12/14/06	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
06/01/2008	75,000.00	-	75,000.00
09/01/2008	75,000.00	-	75,000.00
12/01/2008	75,000.00	-	75,000.00
03/01/2009	75,000.00	-	75,000.00
06/01/2009	75,000.00	-	75,000.00
09/01/2009	75,000.00	-	75,000.00
12/01/2009	75,000.00	-	75,000.00
03/01/2010	75,000.00	-	75,000.00
06/01/2010	75,000.00	-	75,000.00
09/01/2010	75,000.00	-	75,000.00
12/01/2010	75,000.00	-	75,000.00
03/01/2011	75,000.00	-	75,000.00
06/01/2011	75,000.00	-	75,000.00
09/01/2011	75,000.00	-	75,000.00
12/01/2011	75,000.00	-	75,000.00
03/01/2012	75,000.00	-	75,000.00
06/01/2012	75,000.00	-	75,000.00
09/01/2012	75,000.00	-	75,000.00
12/01/2012	75,000.00	-	75,000.00
03/01/2013	75,000.00	-	75,000.00
06/01/2013	75,000.00	-	75,000.00
09/01/2013	75,000.00	-	75,000.00
12/01/2013	75,000.00	-	75,000.00
03/01/2014	75,000.00	-	75,000.00
06/01/2014	75,000.00	-	75,000.00
09/01/2014	75,000.00	-	75,000.00
12/01/2014	75,000.00	-	75,000.00
03/01/2015	75,000.00	-	75,000.00
06/01/2015	75,000.00	-	75,000.00
09/01/2015	75,000.00	-	75,000.00
12/01/2015	75,000.00	-	75,000.00
03/01/2016	75,000.00	-	75,000.00
06/01/2016	75,000.00	-	75,000.00
09/01/2016	75,000.00	-	75,000.00
12/01/2016	75,000.00	-	75,000.00
03/01/2017	75,000.00	-	75,000.00
06/01/2017	75,000.00	-	75,000.00
09/01/2017	75,000.00	-	75,000.00
12/01/2017	75,000.00	-	75,000.00

Date	Principal	Coupon	Total P+I
03/01/2018	75,000.00	-	75,000.00
06/01/2018	75,000.00	-	75,000.00
09/01/2018	75,000.00	-	75,000.00
12/01/2018	75,000.00	-	75,000.00
03/01/2019	75,000.00	-	75,000.00
06/01/2019	75,000.00	-	75,000.00
09/01/2019	75,000.00	-	75,000.00
12/01/2019	75,000.00	-	75,000.00
03/01/2020	75,000.00	-	75,000.00
06/01/2020	75,000.00	-	75,000.00
09/01/2020	75,000.00	-	75,000.00
12/01/2020	75,000.00	-	75,000.00
03/01/2021	75,000.00	-	75,000.00
06/01/2021	75,000.00	-	75,000.00
09/01/2021	75,000.00	-	75,000.00
12/01/2021	75,000.00	-	75,000.00
03/01/2022	75,000.00	-	75,000.00
06/01/2022	75,000.00	-	75,000.00
09/01/2022	75,000.00	-	75,000.00
12/01/2022	75,000.00	-	75,000.00
03/01/2023	75,000.00	-	75,000.00
06/01/2023	75,000.00	-	75,000.00
09/01/2023	75,000.00	-	75,000.00
12/01/2023	75,000.00	-	75,000.00
03/01/2024	75,000.00	-	75,000.00
06/01/2024	75,000.00	-	75,000.00
09/01/2024	75,000.00	-	75,000.00
12/01/2024	75,000.00	-	75,000.00
03/01/2025	75,000.00	-	75,000.00
06/01/2025	75,000.00	-	75,000.00
09/01/2025	75,000.00	-	75,000.00
12/01/2025	75,000.00	-	75,000.00
03/01/2026	75,000.00	-	75,000.00
06/01/2026	75,000.00	-	75,000.00
09/01/2026	75,000.00	-	75,000.00
12/01/2026	75,000.00	-	75,000.00
03/01/2027	75,000.00	-	75,000.00
06/01/2027	75,000.00	-	75,000.00
09/01/2027	75,000.00	-	75,000.00
12/01/2027	75,000.00	-	75,000.00
03/01/2028	75,000.00	-	75,000.00
06/01/2028	75,000.00	-	75,000.00
09/01/2028	75,000.00	-	75,000.00
12/01/2028	75,000.00	-	75,000.00

Date	Principal	Coupon	Total P+I
03/01/2029	75,000.00	-	75,000.00
06/01/2029	75,000.00	-	75,000.00
09/01/2029	75,000.00	-	75,000.00
12/01/2029	75,000.00	-	75,000.00
03/01/2030	75,000.00	-	75,000.00
06/01/2030	75,000.00	-	75,000.00
09/01/2030	75,000.00	-	75,000.00
12/01/2030	75,000.00	-	75,000.00
03/01/2031	75,000.00	-	75,000.00
06/01/2031	75,000.00	-	75,000.00
09/01/2031	75,000.00	-	75,000.00
12/01/2031	75,000.00	-	75,000.00
03/01/2032	75,000.00	-	75,000.00
06/01/2032	75,000.00	-	75,000.00
09/01/2032	75,000.00	-	75,000.00
12/01/2032	75,000.00	-	75,000.00
03/01/2033	75,000.00	-	75,000.00
06/01/2033	75,000.00	-	75,000.00
09/01/2033	75,000.00	-	75,000.00
12/01/2033	75,000.00	-	75,000.00
03/01/2034	75,000.00	-	75,000.00
06/01/2034	75,000.00	-	75,000.00
09/01/2034	75,000.00	-	75,000.00
12/01/2034	75,000.00	-	75,000.00
03/01/2035	75,000.00	-	75,000.00
06/01/2035	75,000.00	-	75,000.00
09/01/2035	75,000.00	-	75,000.00
12/01/2035	75,000.00	-	75,000.00
03/01/2036	75,000.00	-	75,000.00
06/01/2036	75,000.00	-	75,000.00
09/01/2036	75,000.00	-	75,000.00
12/01/2036	75,000.00	-	75,000.00
03/01/2037	75,000.00	-	75,000.00
06/01/2037	75,000.00	-	75,000.00
09/01/2037	75,000.00	-	75,000.00
12/01/2037	75,000.00	-	75,000.00
03/01/2038	75,000.00	-	75,000.00
Total	**$9,000,000.00**	-	**$9,000,000.00***

***Plus $5,671.88 one-half percent Administrative Fee paid quarterly. Total fee over life of loan is $680,625.60.**

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:

_____

11/27/06
686870.00018

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF PARKERSBURG
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BONDS, SERIES 2006 E
(WEST VIRGINIA SRF PROGRAM)

SPECIMEN

No. ER-1 $4,372,600

KNOW ALL MEN BY THESE PRESENTS: That on this the 14th day of December, 2006, THE CITY OF PARKERSBURG, a municipal corporation and political subdivision of the State of West Virginia in Wood County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of FOUR MILLION THREE HUNDRED SEVENTY-TWO THOUSAND SIX HUNDRED DOLLARS ($4,372,600), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as Exhibit A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2008, 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 be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing December 1, 2008, as set forth on Exhibit B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), 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 DEP, dated November 16, 2006.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) funding a reserve account for the Series 2006 E Bonds; and (iii) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and sewerage system of the Issuer, the Project, and any further extensions, 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 8, Article 20 and Chapter 22 C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on November 28, 2006, and a Supplemental Resolution duly adopted by the Issuer on December 12, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THERE ARE OUTSTANDING OBLIGATIONS OF THE ISSUER WHICH WILL RANK ON A PARITY WITH THE SERIES 2006 E BONDS AS TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, BEING THE (I) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 A (WEST VIRGINIA INFRASTRUCTURE FUND), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,000,000 (THE "SERIES 2003 A BONDS"), (II) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,250,000 (THE "SERIES 2003 B BONDS"), (III) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 D (WEST VIRGINIA INFRASTRUCTURE FUND), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $926,000 (THE "SERIES 2003 D BONDS"), (IV) THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2003 E (WEST VIRGINIA SRF PROGRAM), DATED AUGUST 4, 2003, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,326,705 (THE "SERIES 2003 E BONDS"), (V) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2005 A, DATED AUGUST 1, 2005, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $34,950,000 (THE "SERIES 2005 A BONDS"), (VI) COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 C, DATED JUNE 15, 2006, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $17,425,000 (THE "SERIES 2006 C BONDS"), AND (VII) COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM), DATED DECEMBER 14, 2006, ISSUED SIMULTANEOUSLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $9,000,000 (THE "SERIES 2006 D BONDS"). THE SERIES 2003 A BONDS, THE SERIES 2003 B BONDS, THE SERIES 2003 D BONDS, THE SERIES 2003 E BONDS, THE SERIES 2005 A BONDS, AND THE SERIES 2006 C BONDS ARE REFERRED TO HEREIN COLLECTIVELY AS THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the

System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Prior Bonds and the Series 2006 D Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2006 E Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an 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 hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2006 E Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 120% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 2006 C Bonds and Series 2005 A Bonds are outstanding, and thereafter 115% thereof; provided however, that, when the Series 2006 C Bonds and the Series 2005 A Bonds are no longer outstanding and so long as there exists in the Series 2006 E Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with the Bonds, including the Series 2006 D Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and 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 Gross 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 and interest on 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, THE CITY OF PARKERSBURG has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated the day and year first written above.

[SEAL]

Mayor

ATTEST:

City Clerk

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2006 E Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: December 14, 2006.

THE HUNTINGTON NATIONAL BANK,
as Registrar

By: _____
Its: Authorized Officer

SPECIMEN

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$546,871	12-14-06	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Total P+I
12/01/2008	36,439.00	-	36,439.00
03/01/2009	36,439.00	-	36,439.00
06/01/2009	36,439.00	-	36,439.00
09/01/2009	36,439.00	-	36,439.00
12/01/2009	36,439.00	-	36,439.00
03/01/2010	36,439.00	-	36,439.00
06/01/2010	36,439.00	-	36,439.00
09/01/2010	36,439.00	-	36,439.00
12/01/2010	36,439.00	-	36,439.00
03/01/2011	36,439.00	-	36,439.00
06/01/2011	36,439.00	-	36,439.00
09/01/2011	36,439.00	-	36,439.00
12/01/2011	36,439.00	-	36,439.00
03/01/2012	36,439.00	-	36,439.00
06/01/2012	36,439.00	-	36,439.00
09/01/2012	36,439.00	-	36,439.00
12/01/2012	36,439.00	-	36,439.00
03/01/2013	36,439.00	-	36,439.00
06/01/2013	36,439.00	-	36,439.00
09/01/2013	36,439.00	-	36,439.00
12/01/2013	36,439.00	-	36,439.00
03/01/2014	36,439.00	-	36,439.00
06/01/2014	36,439.00	-	36,439.00
09/01/2014	36,439.00	-	36,439.00
12/01/2014	36,439.00	-	36,439.00
03/01/2015	36,439.00	-	36,439.00
06/01/2015	36,439.00	-	36,439.00
09/01/2015	36,439.00	-	36,439.00
12/01/2015	36,439.00	-	36,439.00
03/01/2016	36,439.00	-	36,439.00
06/01/2016	36,439.00	-	36,439.00
09/01/2016	36,439.00	-	36,439.00
12/01/2016	36,439.00	-	36,439.00
03/01/2017	36,439.00	-	36,439.00
06/01/2017	36,439.00	-	36,439.00
09/01/2017	36,439.00	-	36,439.00
12/01/2017	36,439.00	-	36,439.00

Date	Principal	Coupon	Total P+I
03/01/2018	36,439.00	-	36,439.00
06/01/2018	36,439.00	-	36,439.00
09/01/2018	36,439.00	-	36,439.00
12/01/2018	36,438.00	-	36,438.00
03/01/2019	36,438.00	-	36,438.00
06/01/2019	36,438.00	-	36,438.00
09/01/2019	36,438.00	-	36,438.00
12/01/2019	36,438.00	-	36,438.00
03/01/2020	36,438.00	-	36,438.00
06/01/2020	36,438.00	-	36,438.00
09/01/2020	36,438.00	-	36,438.00
12/01/2020	36,438.00	-	36,438.00
03/01/2021	36,438.00	-	36,438.00
06/01/2021	36,438.00	-	36,438.00
09/01/2021	36,438.00	-	36,438.00
12/01/2021	36,438.00	-	36,438.00
03/01/2022	36,438.00	-	36,438.00
06/01/2022	36,438.00	-	36,438.00
09/01/2022	36,438.00	-	36,438.00
12/01/2022	36,438.00	-	36,438.00
03/01/2023	36,438.00	-	36,438.00
06/01/2023	36,438.00	-	36,438.00
09/01/2023	36,438.00	-	36,438.00
12/01/2023	36,438.00	-	36,438.00
03/01/2024	36,438.00	-	36,438.00
06/01/2024	36,438.00	-	36,438.00
09/01/2024	36,438.00	-	36,438.00
12/01/2024	36,438.00	-	36,438.00
03/01/2025	36,438.00	-	36,438.00
06/01/2025	36,438.00	-	36,438.00
09/01/2025	36,438.00	-	36,438.00
12/01/2025	36,438.00	-	36,438.00
03/01/2026	36,438.00	-	36,438.00
06/01/2026	36,438.00	-	36,438.00
09/01/2026	36,438.00	-	36,438.00
12/01/2026	36,438.00	-	36,438.00
03/01/2027	36,438.00	-	36,438.00
06/01/2027	36,438.00	-	36,438.00
09/01/2027	36,438.00	-	36,438.00
12/01/2027	36,438.00	-	36,438.00
03/01/2028	36,438.00	-	36,438.00
06/01/2028	36,438.00	-	36,438.00
09/01/2028	36,438.00	-	36,438.00
12/01/2028	36,438.00	-	36,438.00

Date	Principal	Coupon	Total P+I
03/01/2029	36,438.00	-	36,438.00
06/01/2029	36,438.00	-	36,438.00
09/01/2029	36,438.00	-	36,438.00
12/01/2029	36,438.00	-	36,438.00
03/01/2030	36,438.00	-	36,438.00
06/01/2030	36,438.00	-	36,438.00
09/01/2030	36,438.00	-	36,438.00
12/01/2030	36,438.00	-	36,438.00
03/01/2031	36,438.00	-	36,438.00
06/01/2031	36,438.00	-	36,438.00
09/01/2031	36,438.00	-	36,438.00
12/01/2031	36,438.00	-	36,438.00
03/01/2032	36,438.00	-	36,438.00
06/01/2032	36,438.00	-	36,438.00
09/01/2032	36,438.00	-	36,438.00
12/01/2032	36,438.00	-	36,438.00
03/01/2033	36,438.00	-	36,438.00
06/01/2033	36,438.00	-	36,438.00
09/01/2033	36,438.00	-	36,438.00
12/01/2033	36,438.00	-	36,438.00
03/01/2034	36,438.00	-	36,438.00
06/01/2034	36,438.00	-	36,438.00
09/01/2034	36,438.00	-	36,438.00
12/01/2034	36,438.00	-	36,438.00
03/01/2035	36,438.00	-	36,438.00
06/01/2035	36,438.00	-	36,438.00
09/01/2035	36,438.00	-	36,438.00
12/01/2035	36,438.00	-	36,438.00
03/01/2036	36,438.00	-	36,438.00
06/01/2036	36,438.00	-	36,438.00
09/01/2036	36,438.00	-	36,438.00
12/01/2036	36,438.00	-	36,438.00
03/01/2037	36,438.00	-	36,438.00
06/01/2037	36,438.00	-	36,438.00
09/01/2037	36,438.00	-	36,438.00
12/01/2037	36,438.00	-	36,438.00
03/01/2038	36,438.00	-	36,438.00
06/01/2038	36,438.00	-	36,438.00
09/01/2038	36,438.00	-	36,438.00
Total	**$4,372,600.00**	-	**$4,372,600.00***

***Plus $2,755.64 one-half percent Administrative Fee paid quarterly. Total fee over life of loan is $330,676.80.**

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:

_____

11.16.06
686870.00018

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW
Clarksburg Charleston Morgantown Martinsburg Wheeling Huntington

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Writer's Contact Information

December 14, 2006

The City of Parkersburg
Combined Waterworks and Sewerage System
Refunding Revenue Bonds,
Series 2006 D
(West Virginia SRF Program)

The City of Parkersburg
Parkersburg, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of
Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by The City of Parkersburg (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its $9,000,000 Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program), dated the date hereof (the "Series 2006 D Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a bond purchase agreement dated November 16, 2006, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Series 2006 D Bonds are originally issued in the form of one bond, registered as to principal only to the Authority, with no interest accruing thereon, and with principal installments payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing June 1, 2008, and ending March 1, 2038, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds. The Series 2006 D Bonds are subject to the SRF Administration Fee equal to .5 % of the principal amount of the Series 2006 D Bonds as set forth in the Schedule Y attached to the Loan Agreement.

The Series 2006 D 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 8, Article 20, and

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Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) currently refunding the Issuer's outstanding Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 2005 A, dated August 15, 2005 (the "Series 2005 A Notes"); (ii) paying a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the wastewater treatment plant portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); and (iii) paying certain issuance and others costs in connection therewith.

We have also examined the applicable provisions of the Act, the bond ordinance duly enacted by the Issuer on November 28, 2006, as supplemented by the supplemental resolution duly adopted by the Issuer on December 12, 2006 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Series 2006 D Bonds are authorized and issued, and the Loan Agreement has been entered into. The Series 2006 D Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Bond Legislation and the Loan Agreement when used herein.

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

1. The Issuer is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to enact the Bond Legislation and to issue and sell the Series 2006 D Bonds, all under the Act and other applicable provisions of law.

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

3. The Bond Legislation and all other necessary ordinances and resolutions have been legally and effectively adopted or enacted by the Issuer in connection with the issuance and sale of the Series 2006 D Bonds and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

4. The Series 2006 D Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Gross Revenues of the System and secured by a first lien on and pledge of the Gross Revenues of the System on a parity with the Issuer's (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), dated March 4, 2003, issued in the original aggregate principal amount of $4,000,000, (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), dated March 4, 2003,

issued in the original aggregate principal amount of $3,250,000, (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), dated August 4, 2003, issued in the original aggregate principal amount of $926,000, (iv) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), dated August 4, 2003, issued in the original aggregate principal amount of $4,326,705, (v) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A, dated August 1, 2005, issued in the original aggregate principal amount of $34,950,000, (vi) Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 C, dated June 15, 2006, issued in the original aggregate principal amount of $17,425,000, and (vii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E, dated December 14, 2006, issued concurrently herewith in the original aggregate principal amount of $4,372,600, all in accordance with the terms of the Series 2006 D Bonds and the Bond Legislation.

5. The Series 2006 D Bonds are, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof, and the interest on the Series 2006 D Bonds is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

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

It is to be understood that the rights of the holders of the Series 2006 D Bonds and the enforceability of the Series 2006 D Bonds, the Loan Agreement and the Bond Legislation, and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

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

Very truly yours,

STEPTOE & JOHNSON PLLC

12.04.06
686870.00018

CL1115809.2

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW
Clarksburg Charleston Morgantown Martinsburg Wheeling Huntington

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Writer's Contact Information

December 14, 2006

The City of Parkersburg
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

The City of Parkersburg
Parkersburg, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of
Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by The City of Parkersburg (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its $4,372,600 Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), dated the date hereof (the "Series 2006 E Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a bond purchase agreement dated November 16, 2006, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Series 2006 E Bonds are originally issued in the form of one bond, registered as to principal only to the Authority, with no interest accruing thereon, and with principal installments payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing December 1, 2008, and ending September 1, 2038, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds. The Series 2006 E Bonds are subject to the SRF Administration Fee equal to .5 % of the principal amount of the Series 2006 E Bonds as set forth in the Schedule Y attached to the Loan Agreement.

The Series 2006 E 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 8, Article 20, and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the

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purposes of (i) paying a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the sewerage portion of the existing combined waterworks and sewerage system of the Issuer (the "Project"); (ii) funding a reserve account for the Series 2006 E Bonds; and (iii) paying certain issuance and others costs in connection therewith.

We have also examined the applicable provisions of the Act, the bond ordinance duly enacted by the Issuer on November 28, 2006, as supplemented by the supplemental resolution duly adopted by the Issuer on December 12, 2006 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Series 2006 E Bonds are authorized and issued, and the Loan Agreement has been entered into. The Series 2006 E Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings as set forth in the Bond Legislation and the Loan Agreement when used herein.

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

1. The Issuer is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to enact the Bond Legislation and to issue and sell the Series 2006 E Bonds, all under the Act and other applicable provisions of law.

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

3. The Bond Legislation and all other necessary ordinances and resolutions have been legally and effectively adopted or enacted by the Issuer in connection with the issuance and sale of the Series 2006 E Bonds and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

4. The Series 2006 E Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Gross Revenues of the System and secured by a first lien on and pledge of the Gross Revenues of the System on a parity with the Issuer's (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), dated March 4, 2003, issued in the original aggregate principal amount of $4,000,000, (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), dated March 4, 2003, issued in the original aggregate principal amount of $3,250,000, (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), dated August 4, 2003, issued

in the original aggregate principal amount of $926,000, (iv) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), dated August 4, 2003, issued in the original aggregate principal amount of $4,326,705, (v) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A, dated August 1, 2005, issued in the original aggregate principal amount of $34,950,000, (vi) Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 C, dated June 15, 2006, issued in the original aggregate principal amount of $17,425,000, and (vii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 D, dated December 14, 2006, issued concurrently herewith in the original aggregate principal amount of $9,000,000, all in accordance with the terms of the Series 2006 E Bonds and the Bond Legislation.

5. The Series 2006 E Bonds are, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof, and the interest on the Series 2006 E Bonds is exempt from personal and corporate net income taxes imposed directly thereon by the State of West Virginia.

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

It is to be understood that the rights of the holders of the Series 2006 E Bonds and the enforceability of the Series 2006 E Bonds, the Loan Agreement and the Bond Legislation, and the liens and pledges set forth therein, may be subject to and limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

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

Very truly yours,

STEPTOE & JOHNSON PLLC

12.04.06
686870.00018

Mayor Robert D. Newell

CITY OF PARKERSBURG
ONE GOVERNMENT SQUARE
P.O. BOX 1627
PARKERSBURG, WV 26102

Joseph T. Santer
City Attorney
304 424-8520
FAX 304 424-8590

(Form of Opinion of Counsel to Issuer)

December 14, 2006

The City of Parkersburg
Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

The City of Parkersburg
Parkersburg, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

I am the City Attorney of The City of Parkersburg in Wood County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinions of Steptoe & Johnson, PLLC as bond counsel, a bond purchase agreement for the Series 2006 D Bonds, dated November 16, 2006, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), a bond purchase agreement for the Series 2006 E Bonds, dated November 16, 2006, including all schedules and exhibits attached thereto, by and among the Issuer, the Authority, and the DEP (collectively, the "Loan Agreements"), a Bond Ordinance duly enacted by the Issuer on November 28, 2006, as supplemented by a Supplemental Resolution duly adopted by the Issuer on December 12, 2006 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (collectively, the "Bonds"). Capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreements when used herein.

I am of the opinion that:

I am of the opinion that:

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

2. The Loan Agreements have been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, constitute valid and binding agreements of the Issuer, enforceable in accordance with their terms.

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

4. The Issuer has duly enacted the ordinances prescribing the rates and charges of the System.

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

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

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

Very truly yours,

Joseph T. Santer

CITY ATTORNEY

12.04.06
686870.00018

SPILMAN THOMAS & BATTLE, PLLC
ATTORNEYS AT LAW

December 14, 2006

The City of Parkersburg
Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

The City of Parkersburg
Parkersburg, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

We are special counsel to The City of Parkersburg in Wood County, West Virginia (the "Issuer"). As such counsel, we have represented the Issuer before the Public Service Commission of West Virginia (the "PSC") in connection with the issuance of the above-referenced bonds. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation when used herein.

We are of the opinion that the Issuer has received from the PSC in Case No. 06-0829-S-CN a Recommended Decision entered on October 18, 2006, which became a Final Order of the PSC as of November 7, 2006, and a Commission Order entered on December 6, 2006, and in Case No. 05-0049-S-CN a Recommended Decision entered on June 3, 2005, which became a Final Order of the PSC on June 12, 2005, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Orders entered on October 18, 2006 (Final November 7, 2006) and June 3, 2005 (Final June 12, 2005) have expired prior to the date hereof without any appeal having been filed. The time for appeal of the Order entered on December 6, 2006, has not expired prior to the date hereof. The Issuer has certified that it does not intend to appeal such Order and the other parties to such Order have stated that they do not intend to appeal such Order. All such Orders remain in full force and effect.

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West Virginia North Carolina Pennsylvania

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

Very truly yours,

Spilman Thomas & Battle, PLLC

Spilman Thomas & Battle, PLLC

448856

JOSEPH M. BROWN
Attorney At Law
434 Green Street
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Parkersburg, West Virginia 26102-1781

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December 14, 2006

The City of Parkersburg
Combined Waterworks and
Sewerage Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

Parkersburg Utility Board
Parkersburg, West Virginia

The City of Parkersburg
Parkersburg, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

I am Counsel to the Parkersburg Utility Board (the "Board") of the City of Parkersburg, Wood County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinions of Steptoe & Johnson PLLC, as bond counsel, a bond purchase agreement for the Series 2006 D Bonds, dated November 16, 2006, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), a bond purchase agreement for the Series 2006 E Bonds, dated November 16, 2006, including all schedules and exhibits attached thereto, by and among the Issuer, the Authority and the DEP (collectively, the "Loan Agreement"), a Bond Ordinance duly enacted by the Issuer on November 28, 2006, as supplemented by a Supplemental Resolution duly adopted by the Issuer on December 12, 2006 (the

"Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (collectively, the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreements when used herein.

I am of the opinion that:

1. The Board has been duly created by the Issuer and is validly existing and the members of the Board have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Board in the respective capacities.

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

3. The Board has received all permits, licenses, approvals, consents, exemptions, orders, certificates 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 for use of the System, including, without limitation, the receipt of all requisite orders and approvals from the West Virginia Bureau for Public Health, the DEP, the West Virginia Infrastructure and Jobs Development Council (the "Council") and the Public Service Commission of 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.

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

5. 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 my review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, I am of the opinion that such surety bonds and policies (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Board; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Bond Legislation and the Loan Agreements; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

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

Very truly yours,

Joseph M. Brown

Joseph M. Brown

JMB/sw

JOSEPH M. BROWN
Attorney At Law
434 Green Street
Post Office Box 1781
Parkersburg, West Virginia 26102-1781

Telephone 304-422-6482 Facsimile 304-485-0560

December 12, 2006

West Virginia Department of
Environmental Protection
1560 Kanawha Boulevard, East
Charleston, WV 25301

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

Re: Final Title Opinion for the
City of Parkersburg/
Parkersburg Utility Board
6th Street Pump Station Rehabilitation
6th Street Force Main Improvements
Projects No. 1-2006 and 2-2006
and
Wastwater Treatment Plant Expansion
Project No. 3-2003

Ladies and Gentlemen:

I am counsel for the Parkersburg Utility Board which bears the responsibility of construction, operation and maintenance of the water and sewer systems of the City of Parkersburg (the "Issuer") in connection with proposed projects to rehabilitate the 6th Street Pump Station; improve the 6th Street sanitary sewer force main between 6th Street and 19th Street in the City of Parkersburg; and for the Wastewater Treatment Plant Expansion (the "Projects"). I provide this final title opinion on behalf of the issuer to satisfy the requirements of the West Virginia Department of Environmental Protection (the "DEP"), and the West Virginia Water Development Authority (the "Authority") for the Projects.

Please be advised of the following:

1. I am of the opinion that the Issuer is a duly created and validly existing municipality possessed with all the powers

and authority granted to municipalities under the laws of the State of West Virginia to construct, operate and maintain the Projects as approved by the Bureau of Public Health (BPH) and West Virginia Department of Environmental Protection (DEP).

2. The Issuer has obtained all necessary permits and approvals for the construction of the projects.

3. I have investigated and ascertained the location of, and am familiar with the legal descriptions of, the necessary sites, that the necessary rights of way and easements have been previously acquired and those documents recorded in the Office of the Clerk of the County Commission of Wood County, West Virginia,

An Order was entered in a condemnation action filed on December 9, 2006, in the Circuit Court of Wood County, West Virginia, against CSX Transportation, Inc., Civil Action No. 06-C-692, which order granted a Writ of Entry in favor of the City of Parkersburg for the rights of way and easements across the CSX Transportation property.

No additional easements and/or rights of way are required for the Projects as set forth in the plans for the Projects prepared by Strand & Associates, Inc., the consulting engineers for the Projects.

Very truly yours,

Joseph M. Brown

Joseph M. Brown,
Counsel for Parkersburg
Utility Board

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THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

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

We, the undersigned MAYOR and CITY CLERK of The City of Parkersburg in Wood County, West Virginia (the "Issuer"), and the undersigned CITY ATTORNEY and PARKERSBURG UTILITY BOARD (the "Board") ATTORNEY hereby certify on this the 14th day of December, 2006, in connection with the Issuer's Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program)

and Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), both dated the date hereof (collectively, the "Series 2006 Bonds" or individually, the "Series 2006 D Bonds" and the "Series 2006 E Bonds," respectively), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the Bond Ordinance of the Issuer duly enacted November 28, 2006, and the Supplemental Resolution duly adopted December 12, 2006 (collectively, the "Bond Legislation").

2. NO LITIGATION: No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Series 2006 Bonds, the acquisition and construction of the Project, the operation of the System, the receipt of the Gross Revenues or any grants, or in any way contesting or affecting the validity of the Series 2006 Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Series 2006 Bonds, the pledge or application of the Gross Revenues or any other moneys or security provided for the payment of the Series 2006 Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Series 2006 Bonds, the acquisition and construction of the Project, the operation of the System, the pledge or application of moneys and security or the collection of the Gross Revenues or the pledge of Gross Revenues as security for the Series 2006 Bonds.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System and the issuance of the Series 2006 Bonds have been obtained and remain in full force and effect, and competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids remain in full force and effect. The undersigned City Attorney makes no representations regarding this paragraph.

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

There are outstanding obligations of the Issuer which will rank on a parity with the Series 2006 Bonds as to liens, pledge, source of and security for payment, being the Issuer's: (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), dated March 4, 2003, issued in the original aggregate principal amount of $4,000,000, (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), dated March 4, 2003,

issued in the original aggregate principal amount of $3,250,000, (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), dated August 4, 2003, issued in the original aggregate principal amount of $926,000, (iv) the Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), dated August 4, 2003, issued in the original aggregate principal amount of $4,326,705, (v) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A, dated August 1, 2005, issued in the original aggregate principal amount of $34,950,000, and (vi) Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 C, dated June 15, 2006, issued in the original aggregate principal amount of $17,425,000. The Series 2003 A Bonds, the Series 2003 B Bonds, the Series 2003 D Bonds, the Series 2003 E Bonds, the Series 2005 A Bonds, and the Series 2006 C Bonds are referred to herein collectively as the "Prior Bonds." The Prior Bonds are payable from and secured by a first lien on the Gross Revenues of the System.

The Series 2006 Bonds shall be issued on a parity with the Prior Bonds, with respect to liens, pledge, source of and security for payment and in all other respects. The Issuer has obtained (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met and (ii) the written consent of the registered owners of the Prior Bonds to the issuance of the Series 2006 Bonds on a parity with the Prior Bonds. Except for the Prior Bonds the Issuer has no other bonds, notes or other obligations secured by or payable from revenues or assets of the System.

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

Bond Ordinance

Supplemental Resolution

SRF Loan Agreements

Public Service Commission Orders

Infrastructure Council Approval

City Charter, with Amendments

Oaths of Office of Officers and Councilmembers

Ordinance Creating Parkersburg Utility Board; Oath of Office of Officers

Sewer and Water Rate Ordinance

Minutes on Adoption and Enactment of Sewer and Water Rate Ordinance and Notice of Public Hearing

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

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

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

Environmental Health Services Permit and NPDES Permit

2003 A, B, D & E Bond Ordinances and Supplemental Resolutions

Series 2005 A Bond Ordinance and Supplemental Resolution

Series 2006 C Bond Ordinance and Supplemental Resolution

Consent to Issuance of Parity Bonds

Evidence of Insurance

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "The City of Parkersburg." The Issuer is a municipal corporation in Wood County and is presently existing under the laws of, and is a political subdivision of, the State of West Virginia. The governing body of the Issuer is its Council, consisting of 9 councilmembers, all duly elected or appointed, as applicable, qualified and acting, and whose names and dates of commencement and termination of current terms of office are as follows:

[Remainder of Page Intentionally Left Blank]

Name		Date of Commencement of Office	Date of Termination of Office
Honorable Robert D. Newell	- Mayor	01/02/06	12/31/08
Don Godfrey	- Councilmember	01/02/06	12/31/08
Dorsey Cheuvront	- Councilmember	01/02/06	12/31/08
David Bradley Kimes	- Councilmember	01/02/06	12/31/08
James Myers	- Councilmember	01/02/06	12/31/08
Sharyn Tallman	- Councilmember	01/02/06	12/31/08
Mike Reynolds	- Councilmember	01/02/06	12/31/08
Tom Joyce	- Councilmember	01/02/06	12/31/08
Jim Knapp	- Councilmember	01/02/06	12/31/08
Demosthenes Dukas	- Councilmember	01/02/06	12/31/08

The duly appointed and acting members of the Parkersburg Utility Board are as follows:

Name		
Robert D. Newell	-	Chairman (ex officio)
Paul R. Westfall, P.E.	-	Vice Chairman
Edward Glasser	-	Member
H. James Province	-	Member
John Lutz	-	Member

The duly appointed and acting City Clerk of the Issuer is Connie Shaffer. The duly appointed and acting City Attorney is Joseph Santer, Esquire, Parkersburg, West Virginia. The duly acting counsel to the Parkersburg Utility Board is Joseph M. Brown, Parkersburg, West Virginia. The duly acting PSC Counsel is Spilman, Thomas & Battle, Charleston, West Virginia.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the acquisition and construction of the Project and the operation and maintenance of the System have been acquired or can and will be acquired by purchase, or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Series 2006 Bonds. The undersigned City Attorney makes no representations regarding this paragraph number 7.

8. MEETINGS, ETC.: All actions, ordinances, resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the issuance of the Series 2006 Bonds and the acquisition, construction, operation and financing of the Project or the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

9. CONTRACTORS' INSURANCE, ETC.: All contractors have been required to maintain Worker's Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. All insurance for the System required by the Bond Legislation is in full force and effect. The undersigned City Attorney makes no representations regarding this paragraph.

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

11. RATES: The Issuer has duly enacted a sewer rate ordinance on March 25, 2004, and a water rate ordinance on November 26, 2004, setting rates and charges of the System. The time for appeal of such rate ordinances have expired prior to the date hereof without any appeal and such rates are currently in full force and effect.

12. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Mayor did officially sign all of the Series 2006 Bonds of the aforesaid issue, consisting upon original issuance of a single Bond of each series, dated the date hereof, by his or her manual signature, and the undersigned City Clerk did officially cause the official seal of the Issuer to be affixed upon said Series 2006 Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Series 2006 Bonds to a representative of the Authority as the original purchaser of the Series 2006 Bonds under the Loan Agreements. Said official seal of the Issuer is also impressed above the signatures appearing on this certificate.

13. BOND PROCEEDS: On the date hereof, the Issuer received $636,281 from the Authority and the DEP, being a portion of the principal amount of the Series 2006 D Bonds and $546,871 from the Authority and the DEP, being a portion of the principal amount of the Series 2006 E Bonds. A portion of the proceeds of the Series 2006 D Bonds will be applied on the date hereof to the repayment in full of the Issuer's outstanding Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 2005 A, dated August 15, 2005, issued in the original aggregate principal amount of $9,000,000 (the "Series 2005 A Notes"), and to the costs of issuance of the Series 2005 A Notes. The balance of the principal amount of the Series 2006 D Bonds and Series 2006 E Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses and deposited to the respective Construction Trust Funds.

14. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE: Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in the *Parkersburg News* and the *Parkersburg Sentinel*, two qualified newspapers published in The City of Parkersburg, together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Series 2006 Bonds described in such Bond Ordinance, stating that any person interested may appear before the Council at the public hearing held at a public meeting of Council on the 28th day of November, 2006, at 7:00 p.m., at The City of Parkersburg City Hall and present protests, and stating that a certified copy of the Bond Ordinance was on file at the office of the City Clerk of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Governing Body and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

15. PUBLIC SERVICE COMMISSION ORDERS: The Issuer has received the Orders of the Public Service Commission of West Virginia entered on December 6, 2006, and November 7, 2006, in Case No. 06-0829-S-CN, and June 12, 2005, in Case No. 05-0049-S-CN, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Orders entered on November 7, 2006 and June 12, 2005 have expired prior to the date hereof without any appeal having been filed. The time for appeal of the Order entered on December 6, 2006, has not expired prior to the date hereof. The Issuer has certified that it does not intend to appeal such Order and the other parties to such Order have stated that they do not intend to appeal such Order. All such Orders remain in full force and effect. The undersigned City Attorney and the Board's Attorney make no representations regarding this paragraph.

16. SPECIMEN BONDS: Delivered concurrently herewith are true and accurate specimens of the Series 2006 Bonds.

17. CONFLICT OF INTEREST: No member, officer or employee of the Issuer or the Board has a substantial financial interest, direct, indirect or by reason of ownership of stock in any corporation, in any contract with the Issuer or in the sale of any land, materials, supplies or services to the Issuer or to any contractor supplying the Issuer, relating to the Series 2006 Bonds, the Bond Legislation and/or the Project, including, without limitation, with respect to the Depository Bank. For purposes of this paragraph, a "substantial financial interest" shall include, without limitation, an interest amounting to more than 5% of the particular business enterprise or contract.

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

19. PROCUREMENT OF ENGINEERING SERVICES: The Issuer has complied in all respects with the requirements of Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended, in the procurement of engineering services to be paid from proceeds of the Bonds. The City Attorney makes no representations regarding this paragraph.

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

WITNESS our signatures and the official seal of THE CITY OF PARKERSBURG on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Mayor
_____	City Clerk
_____	City Attorney
_____	Board Attorney

11.16.06
686870.00018

WITNESS our signatures and the official seal of THE CITY OF PARKERSBURG on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
Robert D. Newell	Mayor
Connie Shaffer	City Clerk
Joseph T. Santer	City Attorney
Joseph M. Brown	Board Attorney

11.16.06
686870.00018

THE CITY OF PARKERSBURG

Combined Waterworks and Sewerage System
Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program), and

Combined Waterworks and Sewerage System
Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

CERTIFICATE AS TO USE OF PROCEEDS

On this 14th day of December, 2006, the undersigned Mayor of The City of Parkersburg in Wood County, West Virginia (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of $9,000,000 Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program) (the "Series 2006 D Bonds"), and $4,372,600 Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program) (the "Series 2006 E Bonds"), of the Issuer, dated December 14, 2006 (collectively, the "Bonds"), hereby certifies as follows:

1. I am the officer 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 meanings set forth in the Bond Ordinance duly enacted by the Issuer on November 28, 2006, as supplemented (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 December 14, 2006, the date on which the Series 2006 D Bonds are being physically delivered in exchange for the entire principal amount thereof, and the Series 2006 E Bonds are being physically delivered in exchange for a portion of the principal amount thereof, 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"), the West Virginia Department of Environmental Protection (the "DEP") or the West Virginia Infrastructure and Jobs Development Council (the "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 Series 2006 D Bonds were sold on December 14, 2006, to the Authority, pursuant to a bond purchase agreement dated November 16, 2006, by and among the Issuer, the Authority and the DEP, for an aggregate purchase price of $9,000,000 (100% of par) (the "Series 2006 D Bond Purchase Agreement"), at which time the Issuer received the sum of $636,281, being a portion of the principal amount thereof from the Authority and the DEP. No accrued interest has been or will be paid on the Series 2006 D Bonds. The balance of the principal amount of the Series 2006 D Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2006 E Bonds were sold on December 14, 2006, to the Authority, pursuant to a bond purchase agreement dated November 16, 2006, by and among the Issuer, the Authority and the DEP, for an aggregate purchase price of $4,372,600 (100% of par) (the "Series 2006 E Bond Purchase Agreement"), at which time the Issuer received the sum of $546,871, being a portion of the principal amount thereof from the Authority and the DEP. No accrued interest has been or will be paid on the Series 2006 E Bonds. The balance of the principal amount of the Series 2006 E Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

7. The Series 2006 D Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) repaying in full the Issuer's outstanding Series 2005 A Notes; (ii) paying a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the wastewater treatment plant portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); and (ii) paying certain costs of issuance of the Series 2006 D Bonds and related costs.

8. The Series 2006 E 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 additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) funding the Series 2006 E Bonds Reserve Account; and (iii) paying certain costs of issuance of the Series 2006 E Bonds and related costs.

9. Within 30 days after the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Bonds on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project and the allocation of the net sale proceeds of the Bonds to

expenditures of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Series 2006 E Bonds Reserve Account, 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 September 1, 2008. The acquisition and construction of the Project is expected to be completed by December 1, 2008.

10. The total cost of the Project is estimated at $13,372,600. Sources and uses of the proceeds of the Series 2006 D Bonds and the Series 2006 E Bonds are as follows:

SERIES 2006 D BONDS PROCEEDS	
Series 2006 D Bonds	$9,000,000.00
USE OF PROCEEDS	
Repayment of Bond Anticipation Notes	$636,280.84
Construction of the Project	$8,363,719.16
Total Uses	$9,000,000.00

SERIES 2006 E BONDS PROCEEDS	
Series 2006 E Bonds	$4,372,600
USE OF PROCEEDS	
Costs of Acquisition and Construction of the Project	$4,203,328
Costs of Issuance	$ 23,500
Funding Series 2006 E Bonds Reserve Account	$ 145,772
Total Uses	$4,372,600

11. Pursuant to Article V of the Bond Ordinance, the following special funds or accounts have been created or continued relative to the Series 2006 D Bonds and the Series 2006 E Bonds:

(1) Revenue Fund;

(2) Depreciation Fund;

(3) Rebate Fund;

(4) Series 2006 D Bonds Construction Trust Fund;

(5) Series 2006 E Bonds Construction Trust Fund;

(6) Series 2006 D Bonds Sinking Fund;

(7) Series 2006 D Bonds Reserve Account;

(8) Series 2006 E Bonds Sinking Fund;

(9) Series 2006 E Bonds Reserve Account.

12. Pursuant to the Bond Ordinance, the proceeds of the Series 2006 D Bonds will be deposited as follows:

(1) Series 2006 D Bonds proceeds in the amount of $636,280.84 will be applied on the date hereof to the repayment in full of the Series 2005 A Notes.

(2) As the Issuer receives advances of the remaining monies derived from the sale of the Series 2006 D Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 D Bonds Construction Trust Fund and applied solely to payment of the costs of the Project and, until so expended, are pledged as additional security for the Series 2006 D Bonds.

13. Pursuant to the Bond Ordinance, the proceeds of the Series 2006 E Bonds will be deposited as follows:

(1) Series 2006 E Bonds proceeds in the amount of $145,772 will be deposited in the Series 2006 E Bonds Reserve Account.

(2) As the Issuer receives advances of the remaining monies derived from the sale of the Series 2006 E Bonds, such monies shall be deposited with the Depository Bank in the Series 2006 E Bonds Construction Trust Fund and applied solely to payment of the costs of the Project and, until so expended, are pledged as additional security for the Series 2006 E Bonds.

14. Monies held in the Series 2006 D Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2006 D Bonds, and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in

the Series 2006 D Bonds Sinking Fund, and the Series 2006 D Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2006 D 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.

15. Monies held in the Series 2006 E Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2006 E Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2006 E Bonds Sinking Fund and Series 2006 E Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2006 E 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.

16. 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 9 months of the date hereof.

17. The Issuer will take such steps as requested by the Authority to ensure that the Authority's bonds meet the requirements of the Code.

18. With the exception of the amount deposited in the Series 2006 E Bonds Reserve Account, if any, all of the proceeds of the Series 2006 E Bonds will be expended on the Project within 12 months from the date of issuance thereof.

19. 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 Series 2006 Bonds.

20. 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.

21. All property financed with the proceeds of the Bonds will be owned and held by (or on behalf of) a qualified governmental unit.

22. 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.

23. The original proceeds of the Bonds will not exceed the amount necessary for the purposes of the issue.

24. The Issuer shall use the Series 2006 D Bond proceeds solely for the costs of refunding the Series 2005 A Notes, for the costs of the Project and to pay the costs of issuance of the Series 2006 D Bonds.

25. The Issuer shall use the Series 2006 E Bond proceeds solely for the costs of the Project and for funding the Series 2006 E Bonds Reserve Account, and the Project will be operated solely for a public purpose as a local governmental activity of the Issuer.

26. The Bonds are not federally guaranteed.

27. 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 public purpose or governmental bonds.

28. The Issuer has either (a) funded the Series 2006 D Bonds Reserve Account and the Series 2006 E Bonds Reserve Account at the maximum amount of principal and interest 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 2006 D Bonds Reserve Account and the Series 2006 E Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2006 D Bonds Reserve Account and Series 2006 E Bonds Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year. Monies in the Series 2006 D Bonds Sinking Fund, the Series 2006 D Bonds Reserve Account, the Series 2006 E Bonds Sinking Fund, and the Series 2006 E Bonds Reserve Account will be used solely to pay principal of and interest on the Bonds and will not be available to pay costs of the Project.

29. 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 or will have substantially the same claim to be paid out of substantially the same sources of funds as the Bonds.

30. 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.

31. 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.

32. To the best of my knowledge, information and belief, the foregoing expectations are reasonable.

WITNESS my signature as of the date first written above.

THE CITY OF PARKERSBURG

By: _____
Its: Mayor

11.16.06
686870.00018

THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

CERTIFICATE OF ENGINEER

I, Scott W. Stearns, Registered Professional Engineer, West Virginia License No. 14131, of Strand & Associates, Inc., Madison, Wisconsin, 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 sewerage portion of the existing public combined waterworks and sewerage system (the "System") of The City of Parkersburg, acting through the Parkersburg Utility Board (the "Issuer"), to be constructed in Wood County, West Virginia, consisting of (i) the construction of modifications to the 6th Street Pumping Station, including three new pumps, controls, electrical, emergency generation, and required interior and exterior piping and valve modifications, along with miscellaneous structural and ventilation work, and (ii) the construction of approximately 4,510 linear feet of 36 inch force main, together with all appurtenant facilities, which acquisition and construction are being permanently financed in part by the proceeds of the above-captioned bonds (collectively, the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Ordinance enacted by the Issuer on November 28, 2006, as amended by the Supplemental Resolution of the Issuer adopted December 12, 2006 (collectively, the "Bond Legislation"), the Bond Purchase Agreement for the Series 2006 D Bonds by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP"), dated November 16, 2006, and the Bond Purchase Agreement for the Series 2006 E Bonds, by and among the Issuer, the Authority and the DEP, dated November 16, 2006 (collectively, the "Loan Agreements").

2. The Series 2006 D Bonds are being issued (i) to currently refund the Issuer's outstanding Series 2005 A Notes, (ii) to pay a portion of the costs of acquisition and construction of the Project, and (iii) to pay certain costs of issuance and related costs. The Series 2006 E Bonds are being issued (i) to pay a portion of the costs of acquisition and construction of the Project, (ii) to fund the Series 2006 E Bonds Reserve Account, and (iii) to pay certain 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, the West Virginia Infrastructure and Jobs Development Council (the "Council"), and the Authority and any change orders approved by the Issuer, the Authority and 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 30 years, if properly constructed, 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 B attached hereto as Exhibit A and Joseph M. Brown, Esquire, counsel to the Issuer, will ascertain that all successful bidders have made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds will be 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 Council and the DEP and the bid forms provided to the bidders contain the 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; (ix) in reliance upon the certificate of the Issuer's certified public accountant, Smith Cochran & Hicks, P.L.L.C., 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 respective Loan Agreements; (x) the net proceeds of the Bonds, together with all other monies 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 Council and the DEP; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

WITNESS my signature and seal on this 14th day of December, 2006.

STRAND & ASSOCIATES, INC.

(SEAL)

Scott W. Stearns

Scott W. Stearns, P.E.
West Virginia License No. 14131

11.16.06
686870.00018

CL1117092.1

Schedule A

Name of Governmental Agency: Parkersburg Utility Board

Estimated Total Cost of Project Sources of Funds and Cost of Financing

6th Street Pumping Station and Force Main Projects, Contracts 1-2006 and 2-2006

A. Cost of Project

1. Construction	$ 3,340,891
2.Technical Services	$ 603,892
3. Legal and Fiscal	$ 10,000
4. Administrative	$ -
5. Site and Other Lands [1]	$ -
6. Step I and/or Step II or Other Loan Repayment (Specify Type)	$ -
7. Interim Financing Costs	$ -
8. Contingency	$ 248,545
9. Total of Lines 1-8	$ 4,203,328

B. Source of Funds

10. Federal Grants	$ -
11. State Grants	$ -
12. Other Grants	$ -
13. Other Sources:	
14. Total of Lines 10-13	$ -
15. Proceeds Required from Bond Issue (SRF) (Line 9 less line 14)	$ 4,203,328

C. Cost of Financing

16. Capitalized Interest (Construction period plus six months)	$ -
17. Funded Reserve Account	$ 145,772
18. Bond Counsel	$ 22,500
19. Other Costs (Registrar)	$ 1,000
20. Total of Lines 16-19	$ 169,272
21. Size of Bond Issue (Line 9 plus Line 20 minus Line 14)	$ 4,372,600

[1] Not Allowable for State Revolving Fund Assistance

Signature of Authorized Representative

Date: 11-3-06

Signature of Consulting Engineer

Date: NOVEMBER 1, 2006

SCHEDULE B
PARKERSBURG UTILITY BOARD
WASTEWATER TREATMENT PLANT EXPANSION
CONTRACT 3-2003
June 17, 2005

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

A. Cost of Project	Total	Cash	STAG	BAN and CWSRF	Public Bond Issue
1. Construction					
a. Contract 3-2003	$ 42,396,000	$ 3,488,678	$ 4,821,400	$ 9,000,000	$ 25,085,922
2. Engineering Fees					
a. Design	$ 1,710,500				$ 1,710,500
b. Services During Construction	$ 2,617,836				$ 2,617,836
3. Legal	$ 30,000				$ 30,000
4. Administration	$ 109,000				$ 109,000
5. Sites and Other Lands	$ 1,098,000	$ 174,138			$ 923,862
6. Contingency	$ 1,271,880				$ 1,271,880
7. Totals of Lines 1 through 6	**$ 49,233,216**	$ 3,662,816	$ 4,821,400	$ 9,000,000	$ 31,749,000
B. Sources of Funds					
8a. Cash from Parkersburg		$ 3,307,106			
8b. Cash from Vienna		$ 355,710			
9. US EPA STAG			$ 4,821,400		
10. WVDEP CWSRF Loan				$ 9,000,000	
11. Total of Lines 8a-b, 9, and 10	$ 17,484,216	$ 3,662,816	$ 4,821,400	$ 9,000,000	
12. Net Proceeds Required from Public Bond Issue (Line 7 minus 11)	**$ 31,749,000**				$ 31,749,000
C. Costs of Financing					
13. Bond Issuance Costs					$ 584,650
14. Capitalized Reserves					$ 2,586,558
15. Bond Counsel					$ 50,000
16. Accountant					$ 15,000
17. Capitalized Interest					$ -
18. Total Cost of Financing (Sum Lines 13-17)	**$ 3,236,208**				$ 3,236,208
19. Size of Public Bond Issue (Line 12 plus 18)	**$ 35,000,000**	(rounded)			

GOVERNMENTAL AGENCY

6-22-05

Mayor Jimmie Colombo, Chairman Date

CONSULTING ENGINEER

Scott Stearns 6/17/05

Scott Stearns, P.E. Date

SCH Smith, Cochran & Hicks, P.L.L.C.
Certified Public Accountants Oak Hill Bridgeport Charleston Montgomery
405 Capitol Street • Suite 908 • Charleston, West Virginia 25301 • 304-345-1151 • Fax 304-346-6731

December 14, 2006

The City of Parkersburg
Combined Waterworks and Sewerage System
Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and Sewerage System
Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

The City of Parkersburg
Parkersburg, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges as set forth in the water rate ordinance of The City of Parkersburg (the "Issuer"), enacted November 26, 2004, and the sewer rate ordinance of the Issuer, enacted March 25, 2004, the current operation and maintenance expenses of the Issuer, and the current number and type of customers of the Issuer, it is our opinion that such rates and charges will be sufficient to produce Net Revenues of the combined waterworks and sewerage system of the Issuer (the "System") equal to not less than the sum of (i) 120% of the Maximum Annual Debt Service in any fiscal year on the Issuer's Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program) and the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program) (collectively, the "Series 2006 Bonds"), and all other obligations secured by or payable from the revenues of the System, on a parity with the Series 2006 Bonds, including the Issuer's: (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), (iii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), (iv) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), (v) Combined Waterworks and Sewerage System Revenue Bonds, Series 2005 A , and (vi) Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 C (collectively, the "Prior Bonds").

It is our further opinion that the Net Revenues actually derived from the System during the Fiscal Year preceding the date of the actual issuance of the Series 2006 Bonds will not be less than 120% of the Maximum Annual Debt Service on the Prior Bonds and the Series 2006 Bonds, all in accordance with the resolutions authorizing the Prior Bonds and the Series 2006 Bonds.

Very truly yours,

Smith Cochran & Hicks

Smith, Cochran & Hicks, P.L.L.C.

CHARTER

CITY OF

PARKERSBURG, WEST VIRGINIA

EDITOR'S NOTE: The Parkersburg Charter was adopted at the special election held October 7, 1969. Dates appearing in parentheses following a section heading indicate those provisions were subsequently amended, enacted or repealed on the date given.

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CHARTER

OF THE

CITY OF PARKERSBURG

ARTICLE I
INCORPORATION; FORM GOVERNMENT; POWERS

SECTION 1.100 INCORPORATION.
The inhabitants of the City of Parkersburg, West Virginia, within the corporate limits as now established or as hereafter established in the manner provided by law, shall continue to be a municipal body politic and corporate in perpetuity, under the name of "The City of Parkersburg".

SECTION 1.101 FORM OF GOVERNMENT.
The municipal government provided by this charter shall be the "strong-mayor plan".

SECTION 1.102 POWERS OF CITY.
This City, incorporated under this municipal home rule Charter, shall have all the powers granted to municipal corporations and to cities of its class by the Constitution and laws of the State of West Virginia, together with all the implied powers necessary to carry into execution all the powers granted.

ARTICLE II
LEGISLATIVE BRANCH

CHAPTER 1. THE COUNCIL

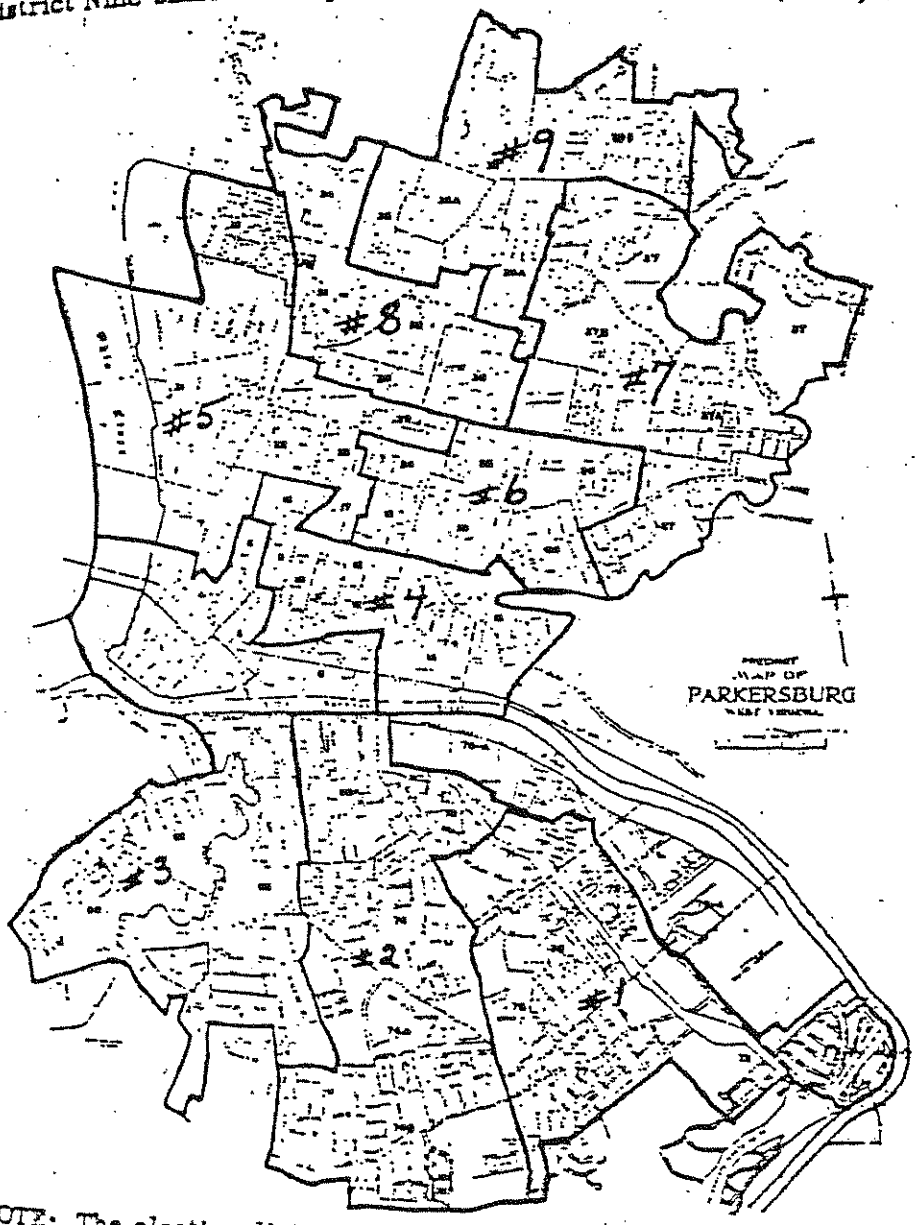
SECTION 2.100 POWERS.
All legislative powers of the City shall be vested in the Council.

SECTION 2.101 NUMBER, SELECTION AND TERMS OF COUNCILMEN.
The Council shall consist of nine members, one to be elected from each of the municipal election districts, hereinafter described, to serve for a term of four years, in the manner provided in this Charter. Each Councilman shall be elected by the qualified voters resident in the particular district from which he is to be elected.

SECTION 2.102 ELECTION DISTRICTS.
The City shall be divided into nine election districts, each serving as the basis for electing a district Councilman. The nine election districts shall be as follows:

[illegible]

a) District One shall be composed of Precincts numbers 71, 72, 73, 75, 76 and 77.
b) District Two shall be composed of Precincts numbers 69, 70, 74, 74A and 74B.
c) District Three shall be composed of Precincts numbers 1, 4, 5, 6, 8, 65, 66 and 68.
d) District Four shall be composed of Precincts numbers 9, 10, 11, 12, 13, 14, 15 and 16.
e) District Five shall be composed of Precincts numbers 7, 17, 21, 22, 23, 29 and 33.
f) District Six shall be composed of Precincts numbers 18, 19, 20, 24, 25 and 26.
g) District Seven shall be composed of Precincts numbers 27, 37, 37A and 37B.
h) District Eight shall be composed of Precincts numbers 28, 30, 31, 32 and 34.
i) District Nine shall be composed of Precincts numbers 35, 35A, 36, 36A and 36B.



EDITOR'S NOTE: The election district boundaries originally established by the Charter have been amended by a later ordinance pursuant to the authority granted under Section 2.104 of the Charter. Consult Article 107 for legislation adopting the Election District Map [illegible]

(2) The Council shall determine and adopt its own rules governing its officers and employees, for the organization of committees and respecting the transaction of its business.

(3) The Council shall meet regularly at such times as may be prescribed by its rules, but not less frequently than twice each month. Special meetings may be called at any time, upon reasonable notice, by the Mayor or the president of Council and shall be so called by the President upon request of a majority of all members of the Council. The requirement of reasonable notice, as mentioned herein, may be fulfilled by delivering a written notice of the time and place of the special meeting containing a brief statement of the purpose of the meeting in the method provided by law for the institution of a civil action within 12 hours of the time set for the meeting, or by such other method as Council may by ordinance provide.

CHAPTER 2. COUNCIL PROCEDURE

SECTION 2.200 PROCEDURE RESPECTING ADOPTION OF ORDINANCES.

Every act of the Council which is to become law shall be by ordinance and shall begin with the enacting clause, "The Council of the City of Parkersburg hereby ordains:". The enactment of ordinances shall be performed in the manner provided in W. Va. Code, 8-11-4 (Acts 1969), except as otherwise herein provided.

After the first reading, by title or in full, and the consideration of any amendments, the question shall be: "Shall the ordinance be advanced to second reading?". If the question shall be decided in the negative, it shall not again be put until the ordinance be read by title or in full again. If the question put is agreed to, the President shall order the ordinance to second reading. Except in those cases expressly exempted from second readings by subsection (d), Section 4, Article 11, Chapter 8 of the Code of West Virginia of 1931, as amended, the second reading of an ordinance shall be held not less than seven days after it is ordered to second reading. After second reading by title or otherwise, the question shall be on passage of the ordinance unless some other question takes precedence. (Amended 10-15-85.)

SECTION 2.201 SUBMISSION OF ORDINANCES TO MAYOR; VETO POWER.

Within ninety-six (96) hours after the adjournment of any Council meeting, the City Clerk shall present to the Mayor all duly certified ordinances and resolutions adopted at the meeting. Such ordinances or resolutions so presented shall be certified by a duly appointed member of Council within forty-eight (48) hours from adjournment of the meeting wherein the same was passed. The Mayor, within seven days of receipt of an ordinance or resolution, shall return it to the City Clerk with or without his signature, or with his veto. If the ordinance or resolution is signed, it shall become operative at noon the seventh calendar day after it is presented to the Mayor. If the ordinance is disapproved by veto, the Mayor shall attach thereto a written statement explaining the reasons for his veto. Ordinances or resolutions vetoed by the Mayor shall be presented by the City Clerk to Council for consideration at its next regular meeting or a special meeting if consideration of the veto is included in the call therefor, and should the Council then or thereafter adopt the ordinance or resolution by an affirmative vote of at least two-thirds of all its members, it shall become operative upon the

SECTION 2.103 PRECINCTS DEFINED.

The precincts referred to in Section 2.102 shall mean the voting precincts, insofar as they lie within the corporate limits of the City, fixed by the County court for all State and County elections as they exist on the effective date of this Charter. Within three months after their election and qualification, the members of the first Council elected under this Charter shall cause to be made and kept a detailed map of the City showing the boundaries of the Municipal election districts herein described; and each subsequent Council shall cause such map to be kept, maintained and revised as appropriate. The initial such map and any revised such map shall be approved and promulgated by Council in the same manner as provided for the adoption of ordinances.

SECTION 2.104 COUNCIL REDISTRICTING.

It shall be the duty of Council to redistrict the City by ordinance, with or without the assistance of a districting commission, within a period of six months after the official publication by the United States of the population of the City as revealed in such official census. Each election district shall be made to contain as nearly as possible, consistent with general laws, the population factor obtained by dividing by the number of district Councilmen the City's population as shown by such official census. If, at the expiration of the six months period, Council shall have failed to redistrict the City as herein required, the members of Council shall receive no further compensation until such ordinance shall have been adopted; and the Director of Finance shall issue no checks for such compensation which would ordinarily have accrued during the period of noncompliance. Council may redistrict the City at any more frequent intervals as it may deem appropriate based upon any other such more timely information as may become available.

SECTION 2.105 QUALIFICATIONS OF COUNCILMEN.

All Councilmen shall be citizens of the United States and qualified electors of the City, and shall not hold, during their terms of office, any other public office or position nor be members of any political executive committee; provided, however, that a notary public, member of the military or naval forces or public school or college employee shall not be deemed to hold a public office or position within the meaning of this section. Each Councilman shall have been a resident of the City for at least two years immediately preceding his election and shall, at the time of his announcement for office and during his term of office, reside within the district from which elected or appointed to represent; provided, however, that no redistricting of the City shall effect the term of any incumbent Councilman during his then existing term of office.

SECTION 2.106 ORGANIZATION OF THE COUNCIL; OFFICERS; RULES; EMPLOYEES.

(1) The Council shall meet in the Council chamber at the City Hall for organization at 7:30 p.m. on the Tuesday next following the date its members assume office, at which time it shall elect one of its members as president and one of its other members as vice president, both of whom shall serve at the pleasure of the Council. The president shall be the presiding officer and shall, together with all other Councilmen, have the right to vote in the Council at all times, except when serving as acting Mayor. In the event of the president's absence or disability, or disqualification to act because of his serving as acting Mayor, the vice president shall act as President. A majority of the total qualified

date of final passage; and if no operative date is so specified, it shall become operative at noon on the fifteenth calendar day after the date of final passage. The Mayor's veto power shall extend to disapproving or reducing individual appropriation items in the budget or any ordinance or resolution, except appropriations or resolutions for auditing or investigating any part of the executive branch of the City government. (Amended 10-15-

SECTION 2.202 MAYOR OR REPRESENTATIVE SHALL ATTEND COUNCIL MEETIN

The Mayor or his designated representative shall attend any meeting of the Council and may attend any meeting of its committees and may express his views, orally or in writing, on matters pending before the Council; but he shall have no right to introduce any motion, resolution, or ordinance, or amendments thereof, nor to vote thereon.

SECTION 2.203 COUNCIL MEETINGS TO BE PUBLIC.

The meetings of Council shall be open to the public. Upon affirmation by a majority vote of the members present, Council may declare an Executive Session upon any stated ground provided by law. Attendance at such Executive Session shall be limited to members of Council and those persons invited by an affirmation of a majority vote of those Council members present. (Amended 10-15-85.)

SECTION 2.204 COUNCIL TO BE THE JUDGE OF QUALIFICATIONS OF ITS MEMBERS.

The Council shall be the judge of the election and qualification of its members, consistent with the provisions of this Charter and general law, and for such purpose shall have the power to subpoena witnesses and require the production of records; but the decision of Council in any such case shall be subject to review by the courts.

SECTION 2.205 CREATION OF DEPARTMENTS OR OFFICES; CHANGE IN DUTIES.

Council by ordinance may create, change and abolish offices, departments or agencies, other than the offices, departments and agencies established by this Charter. Either Council or the Mayor may assign additional function or duties to offices, departments or agencies established by Council or by this Charter, but may not discontinue or assign to any other office, department or agency any function or duty assigned by this Charter to a particular office, department or agency.

SECTION 2.206 VACANCIES IN COUNCIL.

(1) If a councilman be convicted of treason, any felony or bribery in any election, before any court, in or out of this state; is removed from office under the provisions of general law; or ceases to possess or fulfill any of the qualifications of a councilman as required by Section 2.105 of this Charter; or becomes physically or mentally incapacitated to the extent that he is unable to properly perform the functions of the office, his office shall become vacant at the declaration of Council. If a councilman absents himself from five (5) consecutive regular meetings of Council without approval of Council expressed in its official minutes, such absence shall constitute neglect of duty and upon declaration of Council a vacancy may be declared.

§ 207

(2) A vacancy occurring in the office of any Councilman shall be filled as follows:

(a) If the unexpired term is less than one year, the remaining members of Council shall select a citizen with requisite qualifications from among a list of three such persons whose names are submitted to Council by the Municipal executive committee of the party represented by the vacating Councilman. Should the appropriate executive committee fail to submit the names of its three candidates within fourteen days after the occurrence of the vacancy, Council shall fill the vacancy without such recommendation with a person of requisite qualifications without regard to party affiliation. Should Council fail to fill any vacancy within thirty days after its occurrence, the Mayor shall appoint a person with requisite qualifications to fill the vacancy for the unexpired term.

(b) If the unexpired term is for one year or more, the vacancy shall be filled by special election, to be called by Council within ten days, and to be held within sixty days, after the occurrence of the vacancy, at which time the electors of the district in the representation of which the vacancy exists shall elect a person with requisite qualifications to fill the vacancy for the remainder of the unexpired term; provided, however, that if any special or general election is to be held in the City after thirty days and within six months after the occurrence of the vacancy, then the election to fill the vacancy shall be held in conjunction therewith. Certificates of candidacy, duly filed within the time limit ordained by Council, shall be deemed nominations for the purpose of such election.
(Amended 10-15-85.)

SECTION 2.207 COMPENSATION.

Councilmen shall be paid an annual salary, to be fixed by ordinance and to be paid in periodic installments, provided: No councilman shall receive an increase in compensation during his term of office as councilman; Council, by ordinance, may provide additional annual compensation to be paid in periodic installments to the President of Council, which compensation shall not be increased during the President of Council's term of office as President.
(Amended 10-15-85.)

SECTION 2.208 CODIFICATION OF ORDINANCES.

(1) The Council shall, within three years of the effective date of this Charter and at least every ten years thereafter, cause to be prepared a code with an adequate index containing all of the ordinances of the City of general application which are appropriate for continuation as law. Such code may be prepared by the City Attorney, or Council may contract for its preparation by professional persons or by organizations experienced in the revision and codification of ordinances or statutes.

(2) When the code, or any general revision of the whole or part thereof, shall have been prepared, the Council shall cause copies of the same to be prepared and made availat for public distribution. No ordinance approving such code or revision shall be adopted unt ninety days have elapsed following the date on which the Council shall have noted in the official journal the availability of copies of such proposed code to the public, nor until compliance with all applicable State laws. The code and general revisions of the whole or parts thereof need not be printed in the official journal, but the Council shall cause the code or revisions to be published and distributed.

(3) All ordinances of general applications, adopted after the approval of the code, shall be adopted as amendments to the Code shall indicate the section numbers to be assigned to the text of such ordinances in the code and shall be indexed accordingly.

(4) Until such code is prepared, adopted and distributed, the City Clerk shall make available upon request to any person requesting it, at a cost to be fixed by Council, copies of all effective City ordinances and all ordinances which may be subsequentl adopted.

(5) Council shall provide on or before March 31 of each year for the preparation, publication and sale to the general public of an annual collation of all changes in the City Code. Council shall immediately upon adoption of this paragraph, provide for the collation of all rules and regulations of the City then in force, their publication and sale to the public. Thereafter Council shall provide annually for the collation of all changes in and deletions to such rules and regulations during the prior year and the publication and sale of separate parts of such rules and regulations to the general public in such parts and portions, by subject matter as Council shall determine.
(Amended 10-15-85.)

CHAPTER 3. INVESTIGATIONS BY COUNCIL

SECTION 2.300 INVESTIGATIONS; POWER TO CONDUCT.

The Council shall have the power to conduct investigations of:

a) The operation of any office, department, agency or board administering the affairs of the City.

b) Any subject upon which it may legislate.

SECTION 2.301 POWER TO ADMINISTER OATHS, SUBPOENA WITNESSES AND COMPEL PRODUCTION OF RECORDS.

In conducting investigations, the Council shall have the right to administer oaths, subpoena witnesses and compel the production of books and papers pertinent thereto.

ARTICLE III
EXECUTIVE BRANCH

SECTION 3.100 POWERS AND DUTIES OF MAYOR.

The Mayor shall:

1) Be the chief executive officer of the City and exercise all the powers and perform all the duties vested in or imposed upon him by this Charter, ordinance of Council, general law or fairly implied in order to carry out the functions of his office in the best interests of the citizens of the City;

2) Exercise, directly or through his representative, supervision over all other executive and administrative work of the City and provide for the coordination of administrative activities;

3) Report to Council at least annually upon the state of the City and may recommend to Council from time to time such measures as the Mayor deems to be in the best interests of the City and its inhabitants;

4) Appoint City officers and employees as provided by law, this Charter or ordinance and may, except where prohibited or otherwise provided by law, this Charter, ordinance or duly adopted merit or civil service systems, remove any City officer or employee at his pleasure, whether such officer or employee was appointed by the Mayor with or without the approval of Council; and

5) Except as otherwise provided by general law, appoint members of independent boards or commissions of the City, which appointments shall be subject to the approval of Council.

SECTION 3.101 ELECTION AND TERM OF MAYOR.

The electors of the City shall elect a Mayor from the City at large in the manner provided in this Charter, to serve for a term of four years. No person who shall have been elected for three full consecutive terms as Mayor shall be eligible to succeed himself in that office; and the Mayor shall not during his term of office hold any other public office or position as defined in Section 2.105 of Article II hereof.

SECTION 3.102 QUALIFICATIONS OF MAYOR.

The Mayor shall have been a resident of the City for at least two years preceeding his election, shall be a citizen of the United States and a qualified elector of the City, shall be at least twenty-five years of age at the time of his election, and shall remain a resident of the City during his term of office.

SECTION 3.103 ACTING MAYOR.

Pending the selection of a Mayor to fill a vacancy or in case of the Mayor's temporary absence or disability, the Mayor shall, by order delivered to the City Clerk, appoint an acting Mayor; or in the event the Mayor fails to designate such a person, the head of the Department of Finance shall temporarily act as Mayor; or if such department head be unable to act, Council shall appoint an acting Mayor. In any event, the person so appointed or designated shall, at the time of his appointment or designation, be an officer of the City, and shall not receive additional compensation for serving as acting Mayor.

SECTION 3.104 VACANCY IN OFFICE.

A vacancy in the office of Mayor, occurring for any reason, shall be filled in the same manner as that provided for filling vacancies in Council, except that in the event Council should fail to fill a short term vacancy within thirty days after its occurrence, the Governor of the State may fill the vacancy with a person possessing the requisite qualifications.

SECTION 3.105 COMPENSATION OF THE MAYOR.

Until otherwise fixed by ordinance, the Mayor shall receive a salary based upon the sum of $15,000.00 per year.

ARTICLE IV
ADMINISTRATIVE DEPARTMENTS

CHAPTER 1. PERSONNEL SYSTEM

SECTION 4.100 MERIT SYSTEM.

Appointments and promotions in the administrative service of the City shall be made according to merit and fitness; and no person in the employ of the City or seeking employment with the City shall be appointed, promoted, reduced, removed or in any way favored or discriminated against because of his race or his religious opinion or affiliations; provided, however, that Council may, by appropriate resolution or ordinance, require all employees of the City to take the oath prescribed in Section 4.102 of this article.

SECTION 4.101 CIVIL SERVICE.

Council may provide by ordinance for a classified civil service or merit system for all or any class of City employees.

SECTION 4.102 OATH, QUALIFICATIONS.

Each member of Council, the Mayor, the City Clerk and each director or chief of a City office, department or agency, including the Judge of the Municipal Court and the City Attorney, shall, before entering upon his duties, take and subscribe to the following oath

or affirmation, to be filed and kept in the office of the City Clerk: "I solemnly swear (or affirm) that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties _____ to the best of my skill and judgment". When an officer or employee of the City shall have filed such oath, together with the certificate of the officer administering it, with the City Clerk and shall have given bond as required by law, he shall be considered as having qualified for the position to which he was elected or appointed; provided, however, that if any person so elected or appointed shall not qualify in the manner herein prescribed within 20 days after he shall have been officially declared elected or appointed thereto, said position shall by reason thereof become vacant.

SECTION 4.103 PERSONNEL POLICY.

Except as otherwise provided by general law or this Charter:

1) Council shall fix the salaries of the City employees and officers and may by ordinance define the duties of any City officer or employee. Neither Council nor any member thereof shall direct or in any manner interfere with or obstruct the appointment or removal of any City employee except an employee whom Council is authorized to employ and remove under the provisions of this Charter or general law. Except for the purpose of inquiry, Council and its members shall deal with the administrative service solely through the Mayor; and neither Council nor any member thereof shall give orders to any subordinates of the Mayor either publicly or privately. Violation of the provisions of this section by any Councilman shall constitute official misconduct. Nothing herein contained, however, shall prohibit any Councilman from bringing to the attention of the Mayor any facts or circumstances which may indicate misconduct or deficiency on the part of any personnel.

2) The Mayor shall cause to be prepared, and from time to time reviewed and revised, personnel rules which shall be considered by Council and adopted as proposed, or amended by Council and adopted, as in the case of an ordinance, or referred to the Mayor for additional study and reconsideration. The rules shall provide:

(a) For the classification of all City positions based on the duties, authority and responsibility of each position with adequate provision for reclassification of any position whenever warranted;

(b) Methods for determining the merit and fitness of candidates for appointment or promotion;

(c) The hours of work, attendance regulations and provisions for sick and vacation leave;

(d) The policies and procedures governing persons holding provisional appointments;

(e) The policies and procedures governing relationships with employee organizations;

(f) The policies regarding in-service training programs;

(g) Grievance procedures, including procedures for the hearing of grievances, and reduction in force and removal of employees; and

(h) Any other practices and procedures necessary to the administration of the City personnel system.

(3) Whenever it is deemed necessary, except as otherwise provided with respect to provisional appointments, the officer or body having authority to appoint an office or employee may appoint a temporary officer or employee, which such temporary appointment shall not extend beyond a term of 60 days.

SECTION 4.104 EMPLOYEES' RETIREMENT AND BENEFIT FUND.

Council may by ordinance establish and provide for the maintenance of any employees' retirement and benefit fund in accordance with general law; provided, however, that, until amended, repealed or re-enacted, all existing ordinances concerning pensions and pension funds shall continue in full force and effect; and nothing herein contained shall in any way affect the continuation or validity of any pensions already being paid by the City.

SECTION 4.105 RESTRICTIONS ON EMPLOYMENT.

No person who holds an elective public office shall, at the same time, be an employee or appointed officer of the City.

SECTION 4.106 PROHIBITIONS.

No person shall orally, by letter or otherwise, solicit, directly or indirectly, any assessment, subscription or contribution for any political purpose whatever from any perso holding a position in the employ of the City; and no employee, except appointed administrati officers, of the City shall take any active part in the management or promotion of any political party or political campaign. Any person who, by himself or with others, willfully violates any of the provisions of this section shall be subject to such punishment as Council may by ordinance prescribe; and such person shall, for a period of five years, be ineligible for any Municipal appointment or employment; and, if he be an officer, other than a Councilman, or an employee of the City at the time of such violation, he shall immediately forfeit the office or position he holds; and such violation by a Councilman shall constitute official misconduct.

SECTION 4.107 APPOINTMENT, QUALIFICATIONS, REMOVAL AND DUTIES OF PERSONNEL DIRECTOR.

There shall be a Personnel Director, appointed by the Mayor, with the approval of Council, for a term not to extend beyond the term of the Mayor making such appointment, and subject to removal by the Mayor.

Each Personnel Director appointed after the effective date of this paragraph shall be and remain a resident of the City. The Personnel Director shall perform such duties as may be prescribed by ordinance and such other duties, not inconsistent with the ordinances of the City, as the Mayor shall direct. (Enacted 10-15-85.)

CHAPTER 2. DEPARTMENT OF PUBLIC WORKS

SECTION 4.200 DIRECTOR OF PUBLIC WORKS, APPOINTMENT.

There shall be a Department of Public Works, the head of which shall be the Director of Public Works, who shall be appointed by the Mayor.

SECTION 4.201 DIRECTOR OF PUBLIC WORKS, QUALIFICATIONS.

The Director of Public Works shall be a person of proved executive and administrative ability and shall reside in the City during his period of employment.

SECTION 4.202 DIRECTOR OF PUBLIC WORKS, POWERS AND DUTIES.

Under the supervision, direction and control of the Mayor, the Director of Public Works shall:

(1) Supervise construction, repair and maintenance of all streets, alleys, sidewalks and other public ways.

(2) Subject to the provisions of Section 10.103 of this Charter, direct the operation, repair and maintenance of all Municipal public works including parks and places of recreation.

(3) Subject to general law, this Charter and ordinances, perform such other duties as may from time to time be assigned to him by the Mayor.

SECTION 4.203 BUILDING CODE, ZONING AND RELATED ORDINANCES.
With the assistance of the City Engineer, as hereinafter provided, the Department of Public Works shall issue permits for and conduct inspections of buildings, building construction, plumbing, electrical, elevator and other building installations, and enforce the zoning ordinances of the City of Parkersburg and any similar or related land-use ordinances or laws.

SECTION 4.204 CITY ENGINEER.
Within the Department of Public Works, there shall be a City Engineer who shall be appointed by the Mayor.

SECTION 4.205 QUALIFICATIONS OF CITY ENGINEER.
The City Engineer shall be a professional engineer registered by the State of West Virginia and shall reside in the City during his period of employment.

SECTION 4.206 POWERS AND DUTIES OF THE CITY ENGINEER.
Under the supervision, direction and control of his superiors, the City Engineer shall:

(1) Act as engineering advisor for the Mayor, Council and Municipal agencies, commissions and boards unless otherwise provided by law or ordinance;
(2) Provide the engineering services for the City in the construction, purchase and maintenance of its facilities, public works, and equipment, except such services for the City as are performed by independent contractors or assigned to other offices, departments or agencies of the City, and, to the extent that any such services are performed by independent contractors, to inspect and certify, prior to acceptance and payment, the satisfactory performance of all work done for the City by independent contractors.
(3) Supervise and regulate the issuance of permits for and the inspection of buildings, building construction, electrical, plumbing, elevator and other building installations; and
(4) Maintain, as custodian for the City, all records, plats, maps, specifications, and similar documents pertaining to the public works, property, improvements and streets, and to furnish upon request at such fee as may hereafter be established by ordinance, copies, certified or not, of any such material held as custodian.

CHAPTER 3. DEPARTMENT OF FINANCE

SECTION 4.300 DIRECTOR OF FINANCE, APPOINTMENT AND QUALIFICATIONS.
There shall be a Department of Finance, the head of which, to be appointed by the Mayor, shall be the Director of Finance.

Each Director of Finance appointed after the effective date of this paragraph shall be a resident of the City. The Finance Director shall have knowledge of Municipal accounting and taxation and shall have had experience in budgeting and financial control. (Amended 10-15-85.)

SECTION 4.301 DIRECTOR OF FINANCE, POWERS AND DUTIES.

Under the direction and control of the Mayor and subject to the provisions of this Charter, the Director of Finance shall have charge of and be responsible for the proper administration of the financial affairs of the City; and, to that end, he shall have authority and shall be required to:

1) Collect or provide for the collection of all taxes, special assessments, license fees and other revenues of the City, except as otherwise provided by general law, and receive all other moneys payable to the City;
2) Maintain custody of all public funds belonging to or under the control of the City or any office, department or agency thereof and deposit such funds in such depositories as may be designated by resolution of Council, or, if no such resolution be adopted, in such depositories as may be designated by the Mayor;
3) Supervise and be responsible for the disbursement of all moneys and control all expenditures to insure that budget appropriations are not exceeded; and, to that end, no proposed expenditures shall be made unless the same shall have been approved by the Director of Finance and shall be accompanied by a certification by the Director of Finance that there is available for the purpose an unencumbered balance and unexpended or potentially available funds in the proper item of appropriation;
4) Maintain a general accounting system for the City and each of its offices, department and agencies; keep books for and exercise financial budgetary control over each office, department and agency; keep separate accounts for the items of appropriation contained in the City budget, each of which accounts shall show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it and the unencumbered balance; and require reports of receipts and disbursements from each office, department and agency of the City to be made daily or at such intervals as he may deem expedient;
5) Except as otherwise provided by general law, maintain custody of all investments and invested funds of the City, or in possession of the City in a fiduciary capacity, and of all bonds and notes of the City, and receive and deliver City bonds and notes for transfer, registration or exchange;
6) Supervise and be responsible for all special assessments for the City and give such notice of special assessments as may be required by law;
7) Be responsible for the preparation of all Municipal bond issues; and, in connection therewith, he shall have the authority, with the permission of the Mayor, to employ independent financial, engineering and legal counsel;
8) Render such assistance to the Mayor as the Mayor may require in the preparation of monthly and yearly financial reports and in the preparation of the annual budget;
9) Perform such other duties as may be required of him by this Charter, by general law or by City ordinance or order of the Mayor not inconsistent with this Charter or with general law; and
10) Conduct or provide for the conduct of a complete and accurate annual physical inventory of all City owned equipment of the initial purchase value of $100.00 or more; provided, however, that Council may by ordinance provide for the increase or decrease of the purchase value amount herein specified.

SECTION 4.302 ACCOUNTING SUPERVISION AND CONTROL.
The Director of Finance shall have power and shall be required to:

(1) Prescribe the forms of receipt, requisitions, vouchers, bills or claims to be used by the offices, departments and agencies of the City;

(2) Examine and approve all contracts and other documents by which the City incurs financial obligations, having previously ascertained that moneys have been appropriated and alloted and will be available when the obligations shall become due and payable;

(3) Audit and approve before payment all purchase orders, bills, invoices, payrolls and other evidence of claims, demands, or charges against the City and, with the advice of the City Attorney, determine the regularity, legality and correctness of such claims, demands or charges; and

(4) Inspect and audit any accounts or records of financial transactions which may be maintained in any office, department or agency of the City apart from or subsidiary to the accounts kept in the office of the Director of Finance.

SECTION 4.303 FINES AND FEES SHALL BE PAID TO DEPARTMENT OF FINANCE.
All fines and fees received by an officer or employee shall be paid to the Department of Finance daily, or at such intervals as Council may prescribe.

SECTION 4.304 DIRECTOR OF FINANCE TO PERFORM DUTIES OF CITY CLERK.
(EDITOR'S NOTE: The provisions of Section 4.304 were repealed on October 15, 1985.)

CHAPTER 4. PURCHASING DEPARTMENT

SECTION 4.400 DEPARTMENT OF PURCHASES.
There shall be established a Department of Purchases, the head of which shall be the City Purchasing Agent, who shall be appointed by the Mayor. Each Purchasing Agent appointed after the effective date of this paragraph shall be a resident of the City. (Amended 10-15-85.)

SECTION 4.401 POWERS AND DUTIES.
The Purchasing Agent, pursuant to rules and regulations established by ordinance, shall contract for and purchase all supplies, materials, equipment and service required for each office, department or agency of the City. The Purchasing Agent shall also have power and shall be required to:

(1) Obtain and endorse specifications with respect to supplies, materials and equipment required by the City;

(2) Inspect or supervise the inspection of all deliveries of supplies, materials and equipment to determine their quality, quantity and conformity with specifications and provide for the distribution thereof to the appropriate office, department or agency;

(3) Have charge of general storerooms and warehouses; and

(4) Transfer to or between offices, departments or agencies or sell surplus, obsolete or unused supplies, materials and equipment.

SECTION 4.402 COMPETITIVE BIDDING.

Before the City Purchasing Agent shall make any purchase of or contract for supplies, materials or equipment, he shall give ample opportunity for competitive bidding, under such general rules and regulations, and with such general exceptions, as Council may prescribe; provided, however, that Council shall not except particular contracts, purchases or sales from the requirement of competitive bidding.

CHAPTER 5. CITY ATTORNEY

SECTION 4.500 QUALIFICATIONS, SELECTION AND TENURE.

There shall be a City Attorney who shall possess the same qualifications as those required of the Municipal Judge. The City Attorney shall be appointed by the Mayor with the approval of Council to serve for a term not to extend beyond the term of the Mayor appointing him.

SECTION 4.501 POWERS AND DUTIES.

The City Attorney shall perform all duties and exercise all powers which shall be imposed or conferred upon him by ordinance or resolution of Council; and, except as otherwise provided in this Charter, he shall:

(1) Act as legal adviser and attorney for Council, the Mayor, Municipal administrative boards or commissions for which legal counsel is not otherwise provided and any other Municipal officers or employees in the performance of their official duties; and upon request he shall furnish Council, the Mayor and such administrative boards or commissions a written opinion upon any question of law concerning any affairs of the City;

(2) Except as other counsel are provided by competent authority, prosecute all actions for and defend all actions against the City; and prosecute all cases brought before or appealed from the Municipal Court, and perform the same duties so far as they are applicable thereto as are required by law of prosecuting attorneys; and

(3) Maintain and preserve as permanent records of the City Attorney's office all legal files, records and papers pertaining to the business of the office and the legal affairs of the City for which he is responsible.

SECTION 4.502 ASSISTANT CITY ATTORNEYS.

The City Attorney may recommend, and the Mayor may appoint, one or more lawyers to assist the City Attorney in the discharge of his regular official duties. Such Assistant City Attorney or Attorneys shall take the same oath and possess the same qualifications as the City Attorney, and, under the direction and supervision of the City Attorney, assist the City Attorney in his duties.

SECTION 4.503 SPECIAL COUNSEL.

Whenever the exigencies of the business of the City require such action, the Mayor have the right to employ special counsel to assist the City Attorney.

ARTICLE V
FINANCIAL PROCEDURES

SECTION 5.100 FISCAL YEAR.

The fiscal year of the City shall begin on the first day of July of each year and end on the last day of June of the following calendar year.

SECTION 5.101 SUBMISSION OF BUDGET AND BUDGET MESSAGE.

On or before the 15th day of February of each year, the Mayor shall submit to the Council a budget for the ensuing fiscal year and an accompanying message.

SECTION 5.102 BUDGET MESSAGE.

The Mayor's message shall explain the budget both in fiscal terms and in terms of the work programs. It shall outline the proposed financial policies of the City for the ensuing fiscal year, describe the important features of the budget, indicate any Major changes from the current year in financial policies, expenditures and revenues, together with the reason for such changes, summarize the City's debt position and include such other material as the Mayor deems desirable.

SECTION 5.103 BUDGET.

The budget shall provide a complete financial plan of all City funds and activities for the ensuing fiscal year and, except as required by law or this Charter, shall be in such form and contain information as the Mayor deems desirable or the Council may require. In organizing the budget the Mayor shall utilize the most feasible combination of expenditure classification by fund, organization unit, program, purpose or activity, and object. It shall begin with a clear general summary of its contents; shall show in detail all estimated income, indicating the proposed property tax levy, and all proposed expenditures, including debt service, for the ensuing fiscal year; and shall be so arranged as to show comparative figures for actual and estimated income and expenditures of the current fiscal year and actual income and expenditures of the preceding fiscal year. It shall indicate in separate sections:

(1) Proposed expenditures for current operations during the ensuing fiscal year, detailed by offices, departments and agencies in terms of their respective work programs, and the method of financing such expenditures;

(2) Proposed capital expenditures during the ensuing fiscal year, detailed by offices, departments and agencies when practicable, and the proposed method of financing each such capital expenditure; and

(3) Anticipated net surplus or deficit for the ensuing fiscal year of each utility owned or operated by the City and the proposed method of its disposition. Subsidiary budgets for each such utility giving detailed income and expenditure information shall be attached as appendices to the budget.

Without respect to the net surplus or deficit of any utility operated by the City, the total of proposed expenditures shall not exceed the total of estimated income.

SECTION 5.104 CAPITAL PROGRAM.

(1) Submission to Council. The Mayor shall prepare and submit to the Council a five-year capital program at least three months prior to the final date for submission of the budget.

(2) Contents. The capital program shall include:

(a) A clear general summary of its contents;

(b) A list of all capital improvements which are proposed to be undertaken during the five fiscal years next ensuing, with appropriate supporting information as to the necessity for such improvements;

(c) Cost estimates, method of financing and recommended time schedules for each such improvements; and

(d) The estimated annual cost of operating and maintaining the facilities to be constructed or acquired.

The above information may be revised and extended each year with regard to capital improvements still pending or in process of construction or acquisition.

SECTION 5.105 COUNCIL ACTION ON BUDGET.

(1) Notice and Hearing. The Council shall publish in one or more newsapers of general circulation in the City the general summary of the budget and a notice stating:

(a) The times and places where copies of the message and budget are available for inspection by the public, and

(b) The time and place, not less than two weeks after such publication, for a public hearing on the budget.

(2) Amendment Before Adoption. After the public hearing, the Council may adopt the budget with or without amendment. In amending the budget, it may add or increase programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for estimated cash deficit; provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income.

(3) Adoption. The Council shall adopt the budget on or before the date it enters its order adopting the statutory levy estimate and laying the levies, but in any event not later than the 31st day of May in the fiscal year currently ending. Adoption of the budget shall constitute appropriations of the amounts specified herein as expenditures from the funds indicated.

Adoption shall be by resolution. The levy order and State required budget form shall be adopted by separate resolutions except that State required estimates and budget form may be approved in the same resolution by which the City budget is adopted. (Amended 10-15-85.)

SECTION 5.106 COUNCIL ACTION ON CAPITAL PROGRAM; NOTICE AND HEARING.

The Council shall publish in one or more newspapers of general circulation in the City a general summary of the capital program and a notice stating:

(1) The time and place where copies of the capital program are available for inspection by the public; and

(2) The time and place, not less than two weeks after such publication, for a public hearing on the capital program.

The capital program shall be adopted by Council by separate resolution or as part of the budget resolution. Appropriations for the current fiscal year contained in the capital program may not be exceeded or diverted to purposes other than those provided in the capital program budget except by amendment to the budget. (Amended 10-15-85.)

SECTION 5.107 PUBLIC RECORDS.

Copies of the budget and the capital program as adopted shall be public records and shall be made available to the public at suitable places in the City.

SECTION 5.108 ADMINISTRATION OF BUDGET.

At such time as the Mayor shall specify, each department, office or agency shall submit work programs for the ensuing fiscal year showing the requested allotments of its appropriation by periods within the year. The Mayor shall review and authorize such allotments with or without revision as early as possible in the fiscal year. He may revise such allotments during the year if he deems it desirable and shall revise them to accord with any supplemental, emergency, reduced or transferred appropriations, subject to any limitations imposed by general law.

SECTION 5.109 FISCAL PLANNING COMMISSION; COUNCIL AUTHORIZED TO CREATE.

Council shall consider and may adopt an ordinance creating a fiscal planning and reporting commission.

ARTICLE VI
MUNICIPAL COURT

SECTION 6.100 JURISDICTION.

There shall be a Municipal Court for the City. Except as expressly prohibited by general law, the Municipal Court shall have all the inherent powers of the magistrate court with respect to proceedings within its jurisdictions. (Amended 10-15-85.)

SECTION 6.101 MUNICIPAL JUDGE, QUALIFICATIONS.

The Judge of the Parkersburg Municipal Court shall be an attorney licensed to practice law in the State of West Virginia, a resident and qualified voter of the City and duly qualified to practice before the Circuit Court of Wood County.

SECTION 6.102 MUNICIPAL COURT JUDGE, METHOD OF SELECTION, TERM OF OFFICE.

The Judge of the Municipal Court shall be appointed by the Mayor and approved by Council for a term which shall not extend beyond the term of the Council by which he is approved; and during his term he shall not be removed except for cause under the provisions of general law; provided, however, that should the Municipal Judge become physically or mentally incapacitated to the extent that, in the opinion of the Mayor, he is unable to perform properly the functions of his office, the Mayor may declare the office vacant.

SECTION 6.103 ACTING MUNICIPAL JUDGE.

In the event of the temporary absence of the Municipal Judge from his duties, the Mayor shall appoint a person similarly qualified to serve as Municipal Judge during such absence without the necessity of Council approval.

SECTION 6.104 MUNICIPAL JUDGE, POWERS AND DUTIES.

The Judge of the Municipal Court shall preside over the Municipal Court and, with respect to offenses over which the Municipal Court has jurisdiction, he shall have all the powers and duties which a justice of the peace has with regard to violations of the criminal laws of the State of West Virginia. The Municipal Judge shall have power to issue warrants upon complaint under oath of any person or officer for the arrest of anyone charged with any offense in the jurisdiction of the Court or for search in connection within the violation of a Municipal ordinance. The Municipal Judge shall try and determine all cases over which the Court has jurisdiction and, within the limits prescribed by ordinance or by general law, shall have the power to punish by fine or imprisonment, or both. The Municipal Judge shall have power to summons persons or subpoena witnesses for the trial of any case before him, to compel the attendance of police officers of the City, to require the Chief of Police to enforce all judgments or orders entered by him in the exercise of his powers as police judge and to issue executions for all fines, penalties and costs imposed by him. The proceedings for the recovery of fines or for the enforcement of penalties fixed by any ordinance or law shall, so far as applicable, conform to the provisions of general law governing civil proceedings before a justice of the peace of the State of West Virginia. The Municipal Judge shall have such other powers and duties which Council may by ordinance provide pursuant to general law.

SECTION 6.105 MUNICIPAL COURT, PROCESS.

All warrants and other processes and orders of the Municipal Court shall be signed by the Municipal Judge and may be directed to the Chief of Police, to be executed by him or by one of his subordinates at any place within Wood County. The officer executing any such process or order shall have the same liability as a Sheriff of the State of West Virginia in the performance of like services.

SECTION 6.106 FINES AND FEES.

All fines and fees received by the Municipal Court or the Judge thereof shall be paid to the Department of Finance to be disposed of as prescribed by ordinance or by general law.

ARTICLE VII
NOMINATIONS AND ELECTIONS

SECTION 7.100 GENERAL ELECTION LAWS TO CONTROL; TERMS OF OFFICERS.

Except as otherwise herein provided, the provisions of general law with respect to primary and general elections, so far as they may be applicable, shall govern the method of nominating and electing the Mayor and members of Council, whose terms of office shall be for a period of four years, and of electing the members of the Municipal executive committees, whose terms shall be for the same period.

SECTION 7.101 PRIMARY ELECTIONS; TIME, PLACE AND CERTIFICATES OF CANDIDACY.

Except as otherwise herein provided respecting the first officers to be elected under this Charter, primary elections shall be held at the voting places in each of the election districts of the City for the purpose of nominating candidates for the ensuing general Municipal election and of electing members of political party Municipal executive committees, on the first Tuesday after the second Monday in October in the year 1973 and in each fourth year thereafter.

In the year one thousand nine hundred eighty-five and each fourth year thereafter the primary election shall be held on the first Tuesday after the second Monday in September.

Any eligible person desiring such nomination for any Municipal elective office (or election to the office of member of any political party executive committee) shall file with the City Clerk a certificate declaring himself to be a candidate for the nomination for such office (or election as member of a party executive committed), which certificate must be received by the Clerk before midnight on the first day of August next preceding the primary election day, or, if mailed, shall be postmarked before that hour, and which certificate shall be in form or effect as follows:

"CERTIFICATE OF CANDIDACY

I, _____ hereby certify that I am a candidate for (the nomination for) (election to) the office of _____ to represent the _____ party, and desire my name printed on the official ballot of said party to be voted at the primary election to be held on the _____ day of _____, 19_____; that I am a legally qualified voter of The City of Parkersburg, Wood County, West Virginia; that my residence is _____ in said City; that I am eligible to hold the said office; that I am a member of and affiliated with said political party; and that I am a candidate for said office in good faith.

_____
Candidate

Signed and acknowledged before me this _____ day of _____, 19_____.

_____
Notary Public in and for Wood County,
West Virginia"

(or some other officer qualified to administer oaths)

Every person who becomes a candidate for nomination for or election to office in any such primary election shall, at the time of filing such certificate of candidacy, pay a filing fee as follows:

(1) A candidate for Mayor shall pay a fee of $150.00, or the equivalent of one percent of the annual salary of the office of Mayor in effect at that time, whichever is greater;

(2) A candidate for the office of Councilman shall pay a fee of $10.00, unless Council by ordinance establishes a different amount; and

(3) A candidate for member of a party executive committee shall pay a fee of $1.00 unless Council by ordinance establishes a different amount.

(Amended 10-15-85.)

SECTION 7.102 TERMS OF MEMBERS OF EXECUTIVE COMMITTEES.

The terms of office of the members of Municipal executive committees elected hereunder shall begin upon the issuance of their certificates of election. The terms of all such committee members shall continue until their successors are elected and qualified. Until the first Municipal executive committees elected hereunder assume office, the members of the County executive committees, residing within the City, shall constitute the Municipal executive committees pro tem.

SECTION 7.103 GENERAL ELECTIONS; TIME AND PLACE.

Except as otherwise herein provided respecting the election of the first officers to be elected under this Charter, general elections for the offices of Mayor and members of Council shall be held at such voting places on the first Tuesday after the first Monday in November in the year 1973 and in each fourth year thereafter, the officers elected thereat to assume office on the first Monday in January of the year immediately following their election, the terms thereof to expire as soon as their successors are elected and qualified.

SECTION 7.104 FIRST OFFICERS UNDER THIS CHARTER; NOMINATIONS, ELECTION AND TERMS.

The first primary election under the provisions of this charter shall be held on Tuesday, July 14, 1970; and the first such general Municipal election shall be held on Tuesday, July 28, 1970, to elect officers, whose terms shall begin on August 17, 1970, and expire as soon after December 31, 1973, as their successors are elected and qualified. The appropriate certificates of candidacy for such first primary election shall be filed on or before July 6, 1970.

SECTION 7.105 CONTINUITY OF PRESENT GOVERNING BODY.

On and after the first day of July, 1970, the Municipal governing body, as then and theretofore constituted, and its administrative officers, shall continue to exercise the powers and duties given them by the Charter under which they were elected and appointed and shall, in addition thereto, exercise such powers and duties as are given to and imposed upon them by this Charter, expressly or impliedly, for conducting the first primary and general elections under this Charter. The members of said existing Municipal governing body shall so serve until the first officers elected under this Charter shall have been elected and qualified, at which time their terms shall end.

SECTION 7.106 COUNCIL TO PROVIDE FOR INDEPENDENT PARTY OR GROUP PARTICIPATION.

Council shall by ordinance provide a method for parties or groups which do not meet the requirements of law for classification as a political party to participate in the primary and general Municipal elections.

SECTION 7.107 MUNICIPAL PARTY EXECUTIVE COMMITTEES; HOW COMPOSED.

Each Municipal party executive committee shall be composed of one male and one female elected from each Municipal election district.

SECTION 7.108 COUNCIL TO CANVASS RETURNS.

Council as the governing body shall open, canvass, declare the winners and hear all election contests and decide all questions regarding the administration, holding of elections. The City Clerk shall be the Clerk of all such elections but shall be assisted by deputy clerks and ballot commissioners representative at least of the two political parties whose candidates for Mayor receive the highest number of votes in the last municipal election. (Enacted 10-15-85.)

ARTICLE VIII
INITIATIVE, REFERENDUM AND RECALL

SECTION 8.100 INITIATIVE.

The qualified voters of the City shall have power to propose ordinances to the Council and, if the Council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a City election; provided that such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of City officers or employees.

SECTION 8.101 REFERENDUM.

The qualified voters of the City shall have power to require reconsideration by the Council of any adopted ordinance and, if the Council fails to repeal an ordinance so reconsidered, to approve or reject it at a City election; provided that such power shall not extend to the budget or capital program or any emergency ordinance or ordinance relating to appropriation of money, levy of taxes or salaries of City officers or employees.

SECTION 8.102 PETITIONS.

(1) Number of Signatures. Initiative and referendum petitions must be signed by qualified voters of the City equal in number to at least 15 percent of the total number of qualified voters registered to vote at the last regular (as distinguished from primary or special) City election.

(2) Form and Content. All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil in the handwriting of the signer and shall be followed by the address of the person signing. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed and shall cite by title the ordinance sought to be reconsidered.

(3) Affidavit of Circulator. Each paper of a petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that he personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his presence, that he believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

(4) Time for Filing Referendum Petitions. Except as may be otherwise provided by general law, referendum petitions must be filed within 30 days after adoption by the Council of the ordinance sought to be reconsidered.

SECTION 8.103 PROCEDURE.

(1) Filing Petitions. Any qualified voter or voters, or an attorney-at-law acting in their behalf, may file such petitions by delivering the assembled instrument to the City Clerk together with the affidavit of such voter or voters, stating the name or names of such voters as petitioners' committee and one address, of a voter or the attorney-at-law, to which all notices are to be sent, and setting out in full the proposed initiative ordinance or citing by title the ordinance sought to be reconsidered.

(2) Certificate of Clerk, Amendment. Within twenty days after the petition is filed, the City Clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee at the address so provided by certified mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the Clerk within two days after receiving the copy of his certificate and files a supplemental petition upon additional papers within ten days after receiving the copy of such certificate. Such supplemental

petition shall comply with the requirements of Section 8.102(2) and (3); and within five days after it is filed, the Clerk shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by certified mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request Council review under subsection (3) of this section within the time required, the Clerk shall promptly present his certificate to the Council, and the certificate shall then be a final determination as to the sufficiency of the petition.

(3) Council Review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two days after receiving the copy of such certificate, file a request that it be reviewed by the Council. The Council shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the Council's determination shall then be a final determination as to the sufficiency of the petition.

(4) Court Review; New Petition. A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency, even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose, except in the case of referendum when the applicable time limit has expired.

SECTION 8.104 REFERENDUM PETITIONS; SUSPENSION OF EFFECT OF ORDINANCE. When a referendum petition is timely filed with the City Clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

(1) There is a final determination of insufficiency of the petition, or
(2) The petitioners' committee withdraws the petition, or
(3) The Council repeals the ordinance, or
(4) Upon final certification of the results of the City-wide vote favoring the ordinance.

SECTION 8.105 ACTION ON PETITIONS.

(1) Action by Council. When an initiative or referendum petition has been finally determined sufficient, the Council shall promptly consider the proposed initiative ordinance in the manner provided for the enactment of ordinances or reconsider the referred ordinance by voting its repeal. If the Council fails to adopt a proposed initiative ordinance without any change in substance within 60 days or fails to repeal the referred ordinance within 30 days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the voters of the City.

(2) Submission to Voters. The vote of the City on a proposed or referred ordinance shall be held not less than 30 days and not later than one year from the date of the final Council vote thereon. If no regular City election is to be held within the period prescribed in this subsection, the Council shall provide for a special election; otherwise the vote shall be held at the same time as such regular election,

except that the Council may in its discretion provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinances shall be made available at the polls.

SECTION 8.106 RESULTS OF ELECTION.

(1) Initiative. If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

(2) Referendum. If a majority of the qualified electors voting on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

SECTION 8.107. POWER OF RECALL.

The qualified voters shall have the power to recall the Mayor or any member of Council, whether elected by popular vote or selected to fill a vacancy, and may exercise such power by filing with the City Clerk a petition signed by qualified voters of the City equal in number to at least 20 percent of the total number of qualified voters registered to vote at the last regular City election. The petition shall be signed and verified in the manner required for initiative and referendum petitions, shall contain a demand for the removal of the subject officer or officers and shall contain a general statement of the reasons for which the removal is sought.

SECTION 8.108 ELECTION UNDER RECALL PETITION.

Thereafter, if the petition is certified as sufficient, in accordance with the procedures applicable to initiative and referendum petitions, Council shall cause a special election to be held in not less than 30 days nor more than 90 days from the date of such certification unless a general Municipal election shall occur within 120 days from such date. The published notice of such election shall contain the reasons for demanding the recall in not more than 200 words and a justification by the subject officer within the same limits; provided, however, that if the petition seeks to recall more than one officer, each may provide a justification of not more than 100 words. Ballots shall be in the following form:

"Shall _____ be removed (from the Council) (as Mayor) of The City of Parkersburg?

____ For the recall of _____

____ Against the recall of _____."

Upon certification of the results of the election, if a majority of those voting on the question have favored recall, the office of the officer so recalled shall be vacant.

SECTION 8.109 FILLING VACANCY CAUSED BY RECALL.

When a vacancy occurs as the result of a recall election or when an officer resigns after a recall petition certified by the City Clerk to be sufficient is presented to Council, the vacancy shall be filled in accordance with the provisions of this Charter relating to the filling of vacancies in the respective offices involved.

SECTION 8.110 LIMITATIONS ON RECALL.

No recall petition shall be filed against any officer within six months after he takes office, and no officer shall be subjected to more than one recall election during a term of office.

ARTICLE IX
SUCCESSION IN GOVERNMENT

SECTION 9.100. CONTINUITY OF ADMINISTRATIVE PERSONNEL AND OFFICES.

All persons holding administrative positions in the City government at the time this Charter takes effect shall continue in such positions and in the performance of their duties until dismissed or removed by the Mayor or other empowered authority. The powers conferred and the duties imposed upon any office, department or agency of the City by general law shall, if such office, department or agency be abolished by this Charter or under its authority, be thereafter exercised and discharged by the office, department or agency designated by Council unless otherwise provided in this Charter.

SECTION 9.101 CONTINUITY OF OFFICES, DEPARTMENTS OR AGENCIES.

Any office, department or agency provided for in this Charter with a name or with powers and duties the same or substantially the same as those of an office, department or agency heretofore existing shall be deemed to be a continuation of such heretofore existing office, department or agency. Any provision in any law, rule, regulation, contract, grant or other document relating to such heretofore existing office, department or agency shall, so far as not inconsistent with the provisions of this Charter, apply to such office, department or agency provided for by this Charter.

SECTION 9.102 TRANSFER OF RECORDS AND PROPERTY.

All records, property and equipment whatsoever of any office, department or agency or part thereof, all the powers and duties of which are assigned to any other office, department or agency by this Charter, shall be transferred and delivered to the office, department or agency to which such powers and duties are so assigned. If part of the powers and duties of any office, department or agency or part thereof are by this Charter assigned to another office, department or agency, all records, property and equipment relating exclusively thereto shall be transferred and delivered to the office, department or agency to which such powers and duties are so assigned.

SECTION 9.103. SUCCESSION IN INTEREST; PENDING ACTIONS AND PROCEEDINGS.

The City of Parkersburg, as successor in interest of the present Municipal corporation of the same name, shall succeed to, own, possess and enjoy all the property and all the rights, titles and interests of every kind and nature vested in or belonging to such Municipal corporation at the time this Charter becomes effective. No action or proceeding, civil or criminal, pending at the time this Charter takes effect, brought by or against the City or any office, department or agency or officer thereof, shall be affected or abated by the adoption of this Charter or by anything herein contained; and no such action or proceeding shall abate by reason of the fact that functions, powers and duties of any office, department, agency or officer party thereto may by or under this Charter be assigned or transferred to

another office, department, agency or officer, but in that event the same may be prosecuted or defended by the head of the office, department or agency to which such functions, powers and duties have been assigned or transferred by or under this Charter.

SECTION 9.104 EFFECT ON EXISTING LAW.

All existing ordinances and resolutions and all existing administrative rules, regulations and practices, if not inconsistent or in conflict with this Charter, shall continue in full force and effect until repeal or modified by Council or other competent authority of the City. All ordinances, resolutions, rules, regulations and practices that are inconsistent or in conflict with this Charter shall, unless sooner repealed or modified, continue in full force and effect for a period of 60 days and at the end of that period shall, to the extent of such inconsistency or conflict, be of no further force or effect.

ARTICLE X
GENERAL PROVISIONS

SECTION 10.100 CHIEF OF POLICE.

The Chief of Police shall be appointed by the Mayor with the approval of Council to serve for an indefinite term. The Chief of Police shall be a person of proved executive and administrative ability with experience or training in law enforcement. Subject to the direction and control of the Mayor, the Chief of Police shall be responsible for the supervision and administration of the Police Department and shall require of all police officers the proper discharge of their duties. He shall see to the protection of property and the preservation of peace, order and public safety throughout the City, and, to that end, he shall cause all violators of the City ordinances and of general law to be apprehended and brought to trial before the Municipal Court or other proper tribunal. Under the direction of the Mayor, he shall also perform such other duties as may be required of him by this Charter, by general law or by City ordinance or order of the Mayor not inconsistent with this Charter or with general law. The Chief of Police may be removed by the Mayor with the concurrence of a majority of Council or by a vote of at least two-thirds of the members of Council.

Each Chief of Police hereafter appointed shall be a resident of the City and, being a resident of the City, shall not remove his or her residence from the City during the term of such appointment. Council shall be the judge of the residence qualification of the Chief, who shall promptly report each change of residence to the Council.
(Amended 10-15-85.)

SECTION 10.101 CHIEF OF FIRE DEPARTMENT.

The Chief of the Fire Department shall be appointed by the Mayor with the approval of Council to serve for an indefinite term. The Chief of the Fire Department shall be a person of proved executive and administrative ability, with experience or training in the suppression and prevention of fires. Subject to the direction and control of the Mayor, the Chief of the Fire Department shall be responsible for the supervision and administration of the Fire Department and shall require of all firemen the proper discharge of their duties. He shall make such inspection of buildings and property throughout the City as may be necessary to discover fire hazards, shall take all proper measures to eliminate such hazards and shall keep an accurate record of all fires, inspections and fire hazards within the City. Under the direction of the Mayor, he shall also perform such other duties as may be required of him by this Charter, by general law or by City ordinance or order of the Mayor not inconsistent with this Charter or general law. The Chief of the Fire Department may be removed by the Mayor with the concurrence of a majority of Council or by a vote of at least two-thirds of the members of Council.

Each Chief of the Fire Department hereafter appointed shall be a resident of the City and, being a resident of the City, shall not remove his or her residence from the City during the term of such appointment. Council shall be the judge of the residency qualification of the Chief who shall promptly report each change of residence to the Council. (Amended 10-15-85.)

SECTION 10.102 HOSPITALS.

As provided by general law, the City may own and operate a hospital or other health services, including Camden-Clark Memorial Hospital, by a board of trustees, who shall serve without compensation. Such hospital shall be operated as an entity separate from all other functions of the City and free from the operative control of Council or any executive officer or agency of the City, and under such regulations as said board may from time to time prescribe. The board shall have fifteen members, as presently constituted, with the same members and for the same terms, except that the Mayor, or his designee, from time to time, shall be an ex-officio member in the stead of a member of Council, as heretofore provided. Such board shall be otherwise self-perpetuating, but Council shall confirm or reject all persons nominated thereto by the board, as present terms expire or vacancies occur. Nothing herein contained shall be construed as prohibiting Council from providing for the operation of such facility by lease as authorized by general law; but any such lease shall contain such covenants as to reasonably assure nonprofit operation thereof in the public interest with right of termination in favor of the City in the event of breach.

SECTION 10.103 SANITARY BOARD; APPOINTMENT.

The Sanitary Board, as it is now established, shall be continued in effect, insofar as it complies with the provisions of general law; provided, however, that the Sanitary Board shall be composed of the Mayor, who shall be the Chairman of the Board, and two other persons appointed by the Council, one of whom shall be a registered professional engineer. Such Sanitary Board, so composed, shall continue in existence and operation only until such time as Council performs the duty required of it by Section 10.104 of this article.

SECTION 10.104 COMBINED WATERWORKS AND SEWERAGE SYSTEM.

Council shall, as soon as practicable, proceed under the provisions of the statute permitting it, W. Va. Code, §8-20 (Acts 1969), to combine the existing waterworks and sewerage systems into a single undertaking. Such combined waterworks and sewerage system shall be placed under the cognizance of the Director of Public Works for its operation, repair, maintenance and extension. From and after such action by Council, all the powers and duties of the existing Sanitary Board shall pass to and vest in the Director of Public Works; and said Sanitary Board shall thereafter be functus officio.

SECTION 10.105 BONDS.

Before entering upon the duties of their employment, the Mayor, the Director of Finance, the Purchasing Agent, the Judge of the Municipal Court and such other personnel of the City as Council may require so to do, shall give bond for the faithful performance of their duties, payable to the State of West Virginia in such amounts and with such corporate surety as may be approved by Council. Council may provide for obtaining a blanket bond covering all City employees, designating specific employees whose bond shall be in excess of the amount of the blanket bond. The premiums on such bond or bonds shall be paid by the City after it has been ascertained that the premiums are not in excess of the premium schedule filed by the bonding company with the Insurance Commissioner of West Virginia. All bonds shall be subject to approval of the City Attorney as to form and substance and, when so approved, shall be endorsed with his signature.

SECTION 10.106 SEPARABILITY CLAUSE.

If any article, section, subsection, paragraph, sentence or clause of this Charter is for any reason held invalid or unconstitutional, such holding shall not affect the validity, constitutionality or application of any other portion of this Charter.

SECTION 10.107 REFERENCE TO GENERAL LAW.

A reference contained in this Charter to a provision of general law shall be construed to mean the provision as it now exists or as it may hereafter be amended. Where additional sections are added to the subject matter of a provision of general law referred to in this Charter, the reference shall include such additional sections.

SECTION 10.108 SUNDAYS AND LEGAL HOLIDAYS; SATURDAY COUNCIL PROCEEDINGS LAWFUL.

Whenever under the provisions of this Charter or any ordinance, rule, regulation or order, it is required that a meeting be held or that an act be done on a date which is a Saturday, Sunday, legal holiday or a day which is not an ordinary working day in the Municipal government, the ensuing secular day, or ordinary working day respectively shall be taken as meant and intended. Notwithstanding the provisions of this section Council and its committees shall be permitted to meet in regular or special session on any Saturday. (Amended 10-15-85.)

SECTION 10.109 LOSS OF QUALIFICATION BY OFFICER OR EMPLOYEE; VACANCY CREATED.

In the event it shall come to the attention of the appointing official that any officer or employee of the City shall, subsequent to his election, appointment or employment, cease to possess any of the requisite qualifications provided for his office or position, or if any such officer or employee shall resign or become physically or mentally incapacitated to the point he cannot perform his duties, then the appointing official shall declare a vacancy. Such vacancy shall be filled pursuant to applicable law.
(Amended 10-15-85.)

SECTION 10.110 CONFLICT OF INTEREST.

Any City officer or employee who has a substantial financial interest, direct or indirect or by reason of ownership of stock in any corporation, in any contract with the City or in the sale of any land, material, supplies or services to the City or to a contractor supplying the City shall make known that interest and shall refrain from voting upon or otherwise participating in his capacity as a City officer or employee in the making of such sale or in the making or performance of such contract. Any City officer or employee who willfully conceals such a substantial financial interest or willfully violates the requirements of this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the City shall render the contract or sale voidable by the Mayor or Council.

SECTION 10.111 CENTRAL GARAGE AND MOTOR POOL.

There shall be a central garage, service center and motor pool, wherein all automobiles and other vehicles owned by the City shall be maintained, serviced and repaired and from which the head of any department, commission or agency, or his designee, shall requisition the use of any such automobiles or other vehicles as may be required by him or it. The Mayor, or his designee, shall establish and promulgate such rules and regulations respecting such facility as to effect the greatest possible economy and efficiency in its operation.

CERTIFICATE

In witness of the completed Charter draft, the undersigned members of the Charter Board, after the conclusion of the public hearings and consideration of changes considered necessary or desirable by members of the Board (as more fully appears from the minutes of meeting of the Board held August 21, 1969,) have hereunto signed their names.

Carle L. Lewis
Joseph P. Albright
Leo M. Tyson
Carl E. Stephens
Robert A. Atkinson
Vernon Paul James
Russell W. Barrett
Richard M. Richmond
George E. Farley
Wilbur E. Ruehl
E. Wayne Stanley

APPENDIX A

W.Va. Code, §8-11-4. ORDINANCE PROCEDURES.

(a) Notwithstanding any Charter provision to the contrary, which Charter provision may be in effect on the effective date of this section, it shall not be necessary, except where otherwise provided in this Code, for the governing body of any municipality to publish in a newspaper any proposed ordinance prior to the adoption thereof or any enacted ordinance subsequent to the adoption thereof, and any and all ordinances of every municipality shall be adopted in accordance with the following requirements, except where different or additional requirements are specified in other provisions of this Code, in which event such other different or additional requirements shall be applicable.

(1) A proposed ordinance shall be read by title at not less than two meetings of the governing body with at least one week intervening between each meeting, unless a member of the governing body demands that the ordinance be read in full at one or both meetings. If such demand is made, the ordinance shall be read in full as demanded.

(2) At least five days before the meeting at which a proposed ordinance, the principal object of which is the raising of revenue for the Municipality, is to be finally adopted, the governing body shall cause notice of the proposed adoption of said proposed ordinance to be published as a Class 1-0 legal advertisement in compliance with the provisions of article three, chapter fifty-nine of this Code, and the publication area for such publication shall be the Municipality. The notice shall state the subject matter and general title or titles of such proposed ordinance, the date, time and place of the proposed final vote on adoption, and the place or places within the Municipality where such proposed ordinance may be inspected by the public. A reasonable number of copies of the proposed ordinance shall be kept at such place or places and be made available for public inspection. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed

(3) A proposed ordinance shall not be materially amended at the same meeting at which finally adopted.

(b) Notwithstanding any charter provision to the contrary, which Charter provision was in effect on the effective date of this section, the governing body of any municipality may adopt, by ordinance, building codes, housing codes, plumbing codes, sanitary codes, electrical codes, fire prevention codes, or any other technical codes dealing with general public health, safety or welfare, or a combination of the same, or a comprehensive code of ordinances, in the manner prescribed in this subsection (b). Before any such ordinanc shall be adopted, the code shall be either printed or typewritten and shall be presented in pamphlet form to the governing body of the Municipality at a regular meeting, and copie of such code shall be made available for public inspection. The ordinances adopting such Code shall not set out said Code in full, but shall merely identify the same. The vote on adoption of said ordinance shall be the same as on any other ordinance. After adoption of the ordinance, such Code or Codes shall be certified by the Mayor and shall be filed as a permanent record in the office of the recorder, who shall not be required to transcribe and record the same in the ordinance book as other ordinances are transcribed and recorded. Consistent with the provisions of subsection (a) of this section, it shall not be necessary that any such ordinance, either as proposed or after adoption, be published in any newspaper, and it shall not be necessary that the Code itself be so published, but before final adoption of any such proposed ordinance, notice of the proposed adoption of such ordinance and Code shall be given by publication as herein provided for ordinances the principal object of which is the raising of revenue for the Municipality, which notice shall also state where, within the Municipality, the Code or Codes will be available for public inspection.

(c) By a charter framed and adopted, revision of a charter as a whole, or a charter amendment or amendments, as the case may be, subsequent to the effective date of this section, a City may require any or all ordinances to be published in a newspaper prior to the adoption thereof, may expressly adopt the provisions of this section, may specify other additional requirements for the enactment of ordinances, or may prescribe a procedure for the enactment of ordinances in greater detail than prescribed in this section, but a City shall not, except in an emergency as specified in subsection (d) of this section or except as otherwise provided in this Code, have the power and authority to lessen or reduce the requirements of this section.

(d) The governing body of a municipality may enact an ordinance without complying with the rules prescribed in this section only (1) in the case of a pressing public emergency making procedure in accordance with the provisions of this section dangerous to the public health, safety or morals, and by affirmative vote of two-thirds of the members elected to the governing body, or (2) when otherwise provided in this Code. The nature of any such emergency shall be set out in full in the ordinance.

APPENDIX B
REPORT OF THE CHARTER BOARD

The City of Parkersburg has operated for the past forty years under the commission form of City government. In that time, the inherent weaknesses of this form have become apparent. These weaknesses include the placing of both legislative authority and administrative authority in the same hands namely in the elected commission. The commission plan offers no opportunity for sound budgeting practices; there is no practical way to coordinate a planned expenditure program among five independent administrative authorities. There is no single responsible executive in the commission plan; this makes impossible a unified public policy, as well as a known and effective responsibility.

After due consideration of the plans of city government available under the Home Rule Statute (city manager, strong mayor, mayor council, commission,) the Charter Board proposes that the new Charter for the City of Parkersburg be based on the strong mayor plan.

The Mayor shall be elected at large under the general election laws of the State. He shall be the chief administrative officer of the City with supervision over all executive and administrative work of the City and shall appoint all City officers and employees. He shall have the authority and responsibility to carry out the duties vested in him by this Charter, ordinance of Council or general law in the best interests of the citizens of this City.

The Council shall have all the legislative powers of the City vested in it. The Council shall consist of nine members elected from nine Municipal election districts on a partisan basis. The Council will meet at least twice a month and will be responsible for providing by ordinance the rules and procedures under which the Mayor is to administer the City government.

All appointments and promotions in the administrative service of the City are to be made according to merit and fitness. Persons holding any office or employed under the present government will be retained under the new Charter.

The new Charter provides for departments of Public Works, Finance, Purchasing, Fire and Police; other departments may be established by Council.

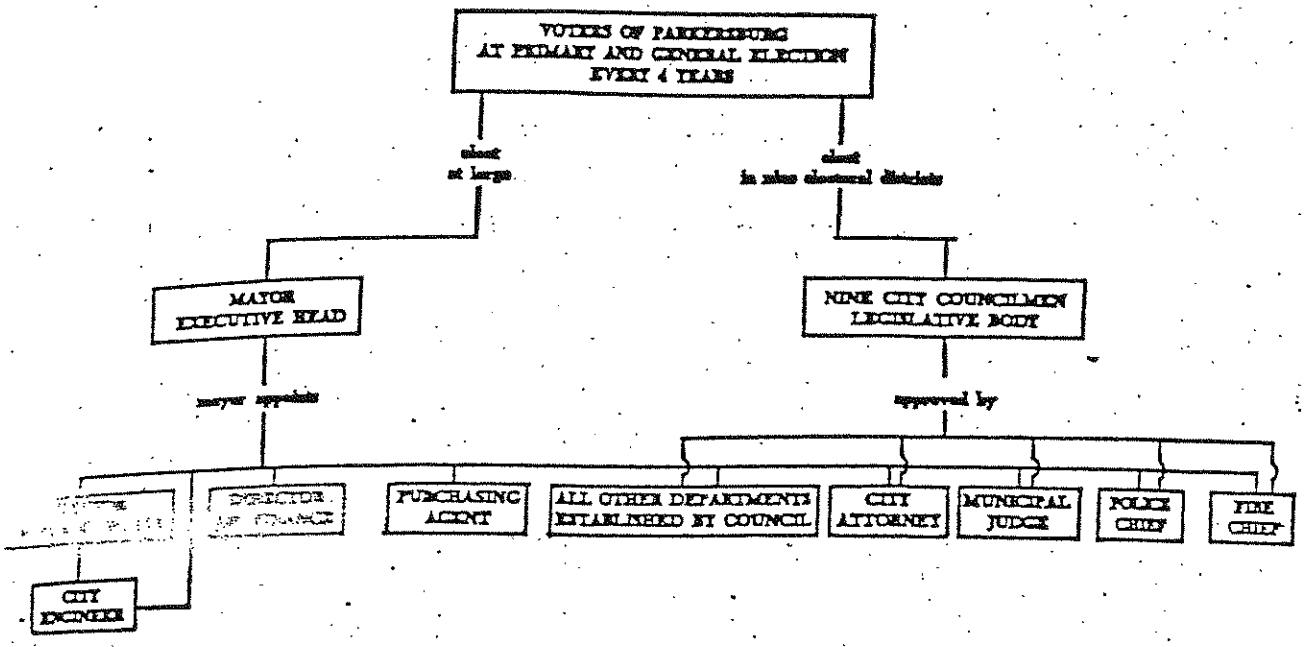
The primary election for the first Mayor and Council under this Charter will be held on Tuesday, July 14, 1970; and the first general election will be held Tuesday, July 28, 1970. The Mayor and Council so elected will take office August 17, 1970, and hold office until their successors are elected and qualified on or after December 31, 1973.

The Mayor and Council will be elected every four years. The primary will be held on the first Tuesday after the second Monday in October in the year 1973 and every fourth year thereafter. The general election will be held the first Tuesday after the first Monday in November in the year 1973 and every fourth year thereafter. The officers of each new administration will take office on the first Monday in January after their election.

This Charter has been completed after long and searching deliberations by the members of the Charter Board. It is the feeling of the Board that it will provide a practical and workable framework for the government of the City of Parkersburg, and the Charter Board unanimously recommends its adoption by the citizens of Parkersburg.

APPENDIX C

STRUCTURE OF GOVERNMENT UNDER PROPOSED CHARTER



RULES AND REGULATIONS

CITY COUNCIL

PARKERSBURG, WV 26102-1627

as amended

1/11/94

RULE I. GOVERNING RULES

Except as otherwise provided in the Constitution of the United States and the State of West Virginia, the laws of the State of West Virginia or the Charter of the City of Parkersburg, all questions of order, the methods of organization and the conduct of business of the municipal council shall be governed by Roberts Rules of Order (Revised Edition) in all cases to which they are applicable, and in which they are not inconsistent with the following governing rules of council. "The Scott,Foresman ROBERT'S RULES OF ORDER, Newly Revised, 1990 Edition, 9th Editior

RULE II. INFORMAL MEETINGS

The Council may hold pre-meeting conferences on the day of which regular or special meetings of the Council are held, or at other times when called by the President of the Council, the Mayor or upon request of a majority of the Council; provided, however, that no votes shall be taken and that the purpose of these informal meetings shall be to inform the Council as to agenda items or other matters which the President, the Mayor, or other members of Council deem proper.

RULE III. MEETINGS
TIMES AND PLACES ESTABLISHED

(A)
The Council shall hold regular meetings on the second and fourth Tuesdays of each month at 7:30 P.M.; provided, however, that the regular meeting date and time may be changed to a different date and time upon duly passed by the majority of the members present. Provided further that in the event that the regular meeting date and time are so changed, notice shall be given to the general public of such change by Class I Legal Publication. When the day fixed for any regular meeting of the Council falls upon a day designated by law as a legal, national or religious holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday

(B)
Special meetings may be called at any time, upon reasonable notice, by the Mayor or the President of the Council, and shall be so called by the President of the Council upon request of a majority of the Council. The requirements of reasonable notice of the time and place of the special meeting containing a brief statement of the purpose of the meeting in a method provided by law for the institution of a civil action within 12 hours of the time set for the meeting.

(C)
All meetings of the Council shall be held in the Council Chambers of the Municipal Building of the City of Parkersburg unless otherwise specified by the President of the Council.

(D)
All regular and special meeting of the Council shall be open to the public provided however, that the Council may recess for the purpose of conducting an executive session, limited to its membership plus any person or persons requested to attend such executive session by a majority of the Council. Such executive session shall be conducted and held in the manner specified in Chapter VI, Article 9A, Section 4 of the West Virginia Code, as amended, and only for the purpose therein stated.

RULE IV. AGENDA

(A)
All reports, communications, ordinances, resolutions, claims, license reports, contracts, documents or other matters to be submitted to the Council shall by 4:30 P.M. Tuesday, one week prior to the regular Council meeting, be delivered to the City Clerk, whereupon the Clerk shall immediately prepare a calendar of such matters together with such additional matters that she may have to present, in conformity with the prescribed order of business as hereinafter provided and shall furnish a copy to each member of Council. Items received after that time will be placed on the next regular Council agenda. When requested, the CLerk shall furnish the Mayor, City Attorney, and Directors of departments with a copy of the same, prior to the Council meeting and as far in advance of the meeting as time for preparation will permit. (amended 7/27/82)

(B)
The Council may by unanimous vote of those present, suspend this rule, so that matters of urgency may be immediately considered by the Council.

(C)
Any item placed on the City Council agenda will require three Councilmen as Sponsors. This rule shall also apply to all Boards and Commissions of the City of Parkersburg, and others, in accordance with the City Charter. (amemded 12/13/83)

RULE V. PRESIDING OFFICER - DUTIES

(A)
The Presiding Officer of the Council shall be the President. He shall be elected at the Organizational meeting held at 7:30 on the Tuesday following the date its members assume office.

(B)
The City Clerk or her designee shall act as temporary Chairman of such Organizational meeting. She shall call the meeting to order then call the roll of the Council.

(C)
The City Clerk shall entertain nominations from the Council for the position of Presi of the Council. Each nomination requires a second.

(D)
After nominations for the President have been closed, the City Clerk or her designee shall distribute ballots to the Council, collect same, and canvass in the open forum. Ballots will be available for inspection. (amended 1/5/82)

(E)
In case no nominee receives the most votes, additional ballots will be distributed and counted until one nominee receives more votes than the others. (amended 1/5/82)

(F)
After a President has been elected, the City Clerk will yield the chair to the new President who will in the same manner cause to be elected a new Council Vice President.

(G)
After electing a Council President and Vice President, a motion to adjourn the Organ- izational meeting is in order.

(H)
In the absence of the President and Vice President at any regular or special meeting of the Council, the presiding officer of the meeting shall be elected by the majority of the members of the Council present. The City Clerk or her designee shall conduct this election.

(I)
The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council. He shall state every question coming before the Council and announce the decision of the Council on all matters coming before it. A majority vote of Council shall govern and conclusively determine all questions of order not otherwise herein covered or as otherwise provided by law.

(J)
The term of the office of President and Vice President shall be limited to a one year term, but he may succeed himself. (amended 1/5/82)

RULE VI. PARLIAMENTARIAN

The City Attorney of Assistant City Attorney shall act as parliamentarian, and when requested, shall advise and assist the presiding officer in matters of parliamentary law.

RULE VII. CITY ATTORNEY

The City Attorney, or his designee, shall be available to the Council at all regular and special meetings. The City Attorney or his designee, shall draft ordinances, resolutions, or other legal documents when requested by a Council-member. (amended 7/27/82)

RULE VII. CALL TO ORDER
ROLL CALL

The President of the Council shall take the chair at the hour appointed for the meeting and shall immediately call the Council to order. Upon the arrival of

RULE VIII cont.

the President, the Vice President shall relinquish the chair upon the conclusion of the business immediately before the Council.

Before proceeding with the business of the Council, the Clerk or designee, shall call the roll of the members in order by district, except the presiding officer shall be called last, and the names of those present shall be entered in the minutes. (amended 1/5/82)

RULE IX. QUORUM

A majority of the total number of the Council shall constitute a quorum. Should no quorum attend within thirty (30) minutes after the hour appointed for the meeting of the Council, the President, or in his absence the Vice President, may thereupon adjourn the meeting until the next day at the same hour and place.

RULE X. READING OF MINUTES

At each regular meeting of the Council, a journal of the proceedings of the last meeting shall be read, and corrected if erroneous, and signed by the presiding officer for the time being; provided, that the reading of the journal of the proceedings of the last meeting may be dispensed with by a majority vote by the governing body if the members thereof have received and examined a copy of the journal or a synopsis thereof prior to the meeting at which this journal is signed. Upon the call of any member the yeas and nays on any question shall be taken and recorded in this journal.

RULE XI. OPEN MEETINGS
ORDER OF BUSINESS

All regular and special meetings of the Council shall be open to the public. The business of the Council shall be taken up for consideration and disposition in the following manner:

1. Prayer
2. Pledge of Allegiance
3. Roll Call
4. To read, correct and approve the minutes of the previous meeting.
5. To receive and consider reports of standing committees.
6. To receive and consider reports of special committees.
7. To receive and consider messages from the Executive.
8. To receive and consider resolutions, petitions, motions.
9. Unfinished business.
10. Ordinances, second reading.
11. Ordinances, first reading.
12. Miscellaneous business.

~~13. Adjournment.~~

(amended 12/9/80)

13. Public Forum. Thirty (30) minutes maximum. Five (5) minutes per person. (1/11/94)
14. Adjournment

RULE XII. RULES OF DEBATE

(A)
Question under consideration - A motion presented and seconded is under consideration and no motion shall be received thereafter, except to: 1) To adjourn; 2) To lay on the table, to postpone or to amend, until the question is decided; or 3) To refer to a committee. These motions shall have preference in order in which they are mentioned and the first two shall be decided without debate. (amended 7/27/82)

(B)
Limitations on debate: No member shall speak more than twice upon the same subject without leave of the Council. Nor more than once until every member choosing to speak shall have spoken.

(C)
A member of the Council once recognized, shall not be interrupted when speaking unless it be to call him or her to order or as herein otherwise provided. If a member of the Council, while speaking, be called to order, he or she shall cease speaking until the question of order be determined by the presiding officer, and if in order he or she shall be permitted to proceed. Any member of the Council may appeal to the Council from the decision of the presiding officer upon a question of order, whereupon without debate the presiding officer shall submit to the Council the question. "Shall the decision of the chair be sustained?", and the Council shall decide the question by a majority vote.

(D)
Privilege of closing debate: Any member of Council may close debate by moving the previous question which requires 2/3 vote. (amended 7/27/82)

RULE XIII. ROLL CALL FOR VOTING

Upon any roll call there shall be no discussion or explanation given by any member of Council voting, and he shall vote "yes' or "no" unless he shall first receive permission from a majority of the Council to explain his vote. A member of the Council may abstain from voting on any matter. The vote upon every motion, resolution, or ordinance shall be taken by a roll call in order by Council district, one through nine, except that the presiding officer shall be the last member called, and the vote be entered on the minutes.

RULE XIV. MANNER OF ADDRESSING COUNCIL
TIME LIMIT

Each person desiring to address the Council shall stand and give his or her name and address in an audible tone of voice for the record, and unless further time is granted by the majority of the Council, shall limit his address to 5 minutes. All remarks shall be addressed to the presiding officer and Council as a body and not to any individual member of the Council. No person, other than members of the Council, and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the presiding officer. No question shall be asked a member of the Council except through the presiding officer. (amended 7/27/82)

RULE XV. DECORUM

(A) - By Council members:
While the Council is in session, the members must preserve order and decorum. A councilperson shall not, by conversation or otherwise, except as herein provided, delay, or interrupt the proceedings or the peace of the Council, or disturb any member while speaking or refuse to obey the orders of the Council or its presiding officer.

(B) - By other persons:
Any person making personal, impertinent or slanderous remarks or who shall become boisterous while addressing the Council shall forthwith be barred by the presiding officer from further audience before the Council, unless permission to continue or again address the Council be granted by the majority vote of the Council. The Chief of Police, or such member or members of the Police Department as he may designate, shall be the sergeant-at-arms of the Council meetings. He, or they, shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting.

RULE XVI. COUNCIL COMMITTEES

All standing and special committees, and the chairman thereof, shall be appointed by the presiding officer at regular or special meetings. All committees shall consist of five members, including the chairman.

There shall be a standing committee entitled "Committee of the Whole"; and

There shall be a standing committee entitled "Finance and Administration", which committee shall have the jurisdiction in the following City functions:

Review budget revisions; review financial statements, review and make recommendations regarding requests for funds from agencies and groups not associated with the City; recommend to administration the promise of expending available funds; recommend additional sources of funds for capital improvements; recommend to Council resolutions suggesting revisions in State tax structure that apply to cities; receive, consider, and recommend financial resources for standing committee's recommendations.

There shall be a standing committee entitled "Community Development" which shall have the jurisdiction in the following City functions:

Code Enforcement; Street resurfacing; recommendations concerning recreational facilities, working in conjunction with the Wood County Recreation Commission.

RULE XVI. (continued)

There shall be a standing committee entitled "Public Works and Safety" which shall have the jurisdiction in the following City functions:

Advisory in the areas of the Police, Fire, and Public Works Departments concerning personnel problems and departmental requests.

There shall be a standing committee entitled "Rules and Procedures" which shall have the jurisdiction in the following City functions:

Consider appointments made by Council and make recommendations. All matters of personnel will be discussed in executive session; keep the legislative manual updated as required by the Charter; study rules and procedures.

RULE XVII. PREPARATION OF ORDINANCES, ETC

The City Attorney or his designee, when requested, shall prepare ordinances, resolutions, motions, contracts, or other documents, which shall be delivered to the Clerk in conformity with Rule IV. and Rule VII. A copy of the same shall be forthwith furnished to each member of the Council by the Clerk. All prepared ordinances, resolutions, and legal documents shall be approved by the City Attorney or his designee and bear his notation that they are correct in form.

RULE XVIII. NOMINATIONS AND ACTION THEREON

(A)
Upon the receipt from the Mayor of any nomination to any office or position,

RULE XVIII. cont.

the same shall be read under "Item" messages from the Executive Office, by the Clerk or her designee, and unless otherwise ordered, shall be considered by the Council under "new business". When taken up for action the presiding officer shall put the question on each nomination as follows: "Will the Council confirm the nomination?" On that motion, a vote shall be ordered, and if the majority votes to confirm, the presiding officer shall announce "The nomination is confirmed' If less than the majority vote to confirm, the presiding officer shall announce, "The nomination is rejected".

(B)
Nominations for all committees, boards, and commissions appointed by the Council shall be received by the Council secretary or City Clerk and referred to the City Council Personnel Committee. Within twenty-one (21) days, the Council shall receive a committee report by the Clerk or her designee recommending a nominee or reflecting a vacancy. Such report shall then be taken up and considered by the Council under "new business". When taken up for action, the Clerk shall either read the resolution reflecting the nominee or state that there is a vacancy. If there is a vacancy, the presiding officer shall declare an executive session at which time a recommendation shall be made to fill such vacancy. Upon adjourning the executive session, the Clerk shall read the resolution including the name recommended during the executive session. A roll call vote shall then be conducted concerning such resolution. (amended 1/85, amended 3/90 to Personnel Committee)

RULE XIX. EXPENDITURES OF COUNCIL

Before a member of the Council shall make any agreement to buy, purchase, or contract services, or in any way commit monies of the Council in excess of $100.00, or request any monies for services, expenses or fees in excess of $100.00, he or she will first have prior approval of the Finance Committee and a majority of the Council.

RULE XX. REPORTS AND RESOLUTIONS

All reports and resolutions shall be filed with the City Clerk and entered in the minutes.

RULE XXI. READING AND ACTION OF ORDINANCES

Ordinances will be voted on at first reading, and if defeated will not be brought back up for second reading. (amended 6/28/83)

RULE XXII. ADJOURNMENT

A motion to adjourn shall always be in order and decided without debate.

RULES AND REGULATIONS

CITY COUNCIL

PARKERSBURG WV 26102-1627

AS AMENDED 12/14/99

CITY COUNCIL RULES AND REGULATIONS

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January 24, 2006

The City of Parkersburg
Combined Waterworks and Sewerage System,
Bond Anticipation Notes, Series 2005 A

The Honorable Robert Newell
Mayor, City of Parkersburg
City of Parkersburg
One Government Square
Municipal Building, 5th Floor
Parkersburg, West Virginia 26102

Dear Mayor Newell:

Enclosed is the transcript of closing documents for the above-referenced bond issue for the City of Parkersburg. For auditing purposes, the City should keep the transcript on file until the loan matures. Upon receipt, should you have any questions, please call me.

Congratulations on the successful closing of this financing. We look forward to working with the City again.

My best regards.

Very truly yours,

John C. Stump

JCS/rmc
Enclosure
686870.00012

CH802585.1

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January 24, 2006

The City of Parkersburg
Combined Waterworks and Sewerage System,
Bond Anticipation Notes, Series 2005 A

TO PERSONS ON THE ATTACHED DISTRIBUTION LIST:

Enclosed is your copy of the transcript of documentation for the above-referenced bond issue. Please briefly review this transcript before filing it and call me if you have any questions. Thank you for your help and cooperation in successfully concluding this financing.

My best regards.

Very truly yours,

John C. Stump

JCS/rmc
Enclosure
686870.00012

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Bond Anticipation Notes, Series 2005 A

TRANSCRIPT DISTRIBUTION LIST

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RULES AND REGULATIONS

CITY COUNCIL

PARKERSBURG WV 26102-1627

AS AMENDED 12/14/99

GOVERNING RULES

RULE I.

Except as otherwise provided in the Constitution of the United States and the State of West Virginia, the laws of the State of West Virginia or the Charter of the City of Parkersburg, all questions of order, the methods of organization and the conduct of business of the municipal council shall be governed by Roberts Rules of Order (Revised Edition) in all cases to which they are applicable, and in which they are not inconsistent with the following governing rules of council. "The Scott, Foresman ROBERTS'S RULES OF ORDER, Newly Revised, 1990 Edition, 9th Edition"

INFORMAL MEETINGS

RULE II.

The Council may hold pre-meeting conferences on the day of which regular or special meetings of the Council are held, or at other times when called by the President of the Council, the Mayor or upon request of a majority of the Council; provided, however, that no votes shall be taken and that the purpose of these informal meetings shall be to inform the Council as to agenda items or other matters which the President, the Mayor, or other members of Council deem proper.

MEETINGS
TIMES AND PLACES ESTABLISHED

RULE III.

(A)
The Council shall hold regular meetings on the second and fourth Tuesdays of each month at 7:30 P.M.; provided, however, that the regular meeting date and time may be changed to a different date and time upon duly passed by the majority of the members present. Provided further that in the event that the regular meeting date and time are so changed, notice shall be given to the general public of such change by Class I Legal Publication. When the day fixed for any regular meeting of the Council falls upon a day designated by law as a legal, national or religious holiday, such meeting shall be held at the same hour on the next succeeding day not a holiday.

(B)
Special meetings may be called at any time, upon reasonable notice, by the Mayor or the President of the Council, and shall be so called by the President of the Council upon request of a majority of the Council. The requirements of reasonable notice of the time and place of the special meeting containing a brief statement of the purpose of the meeting in a method provided by law for the institution of a civil action within 12 hours of the time set for the meeting.

©
All meetings of the Council shall be held in the Council Chambers of the Municipal Building of the City of Parkersburg unless otherwise specified by the President of the Council.

(D)
All regular and special meeting of the Council shall be open to the public provided however, that the Council may recess for the purpose of conducting an executive session, limited to its membership plus any person or persons requested to attend such executive session by a majority of the Council. Such executive session shall be conducted and held in the manner specified in Chapter VI, Article 9A, Section 4 of the West Virginia Code, as amended, and only for the purpose therein stated.

(E) NOTICES:

(1) Regular Meetings. A notice shall be posted and maintained by the City Clerk at the front door or bulletin board of the Parkersburg Municipal Building of the date, time and place fixed and entered of record by Council for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same location by the City Clerk not less than 48 hours before such regular meeting is to be held. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined. (amended 12/14/99)

(2) Special Meetings. A notice shall be posted by the City Clerk at the front door or bulletin board of the Parkersburg Municipal Building not less that 48 hours before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is canceled, a notice of such cancellation shall be posted at the same location as soon as feasible after such cancellation has been determined. (amended 12/14/99)

AGENDA

RULE IV.

(A)
All reports, communications, ordinances, resolutions, claims, license reports, contracts, documents or other matters to be submitted to the Council shall by 4:30 P.M. Tuesday, one week prior to the regular Council meeting, be delivered to the City Clerk, whereupon the Clerk shall immediately prepare a calendar of such matters together with such additional matters that she may have to present, in conformity with the prescribed order of business as hereinafter provided and shall furnish a copy to each member of Council. Items received after that time will be placed on the next regular Council agenda. When requested, the Clerk shall furnish the Mayor, City Attorney, and Directors of departments with a copy of the same, prior to the Council meeting and as far in advance of the meeting as time for preparation will permit. (amended 7/27/82).

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The Council may by unanimous vote of those present, suspend this rule, so that matters of urgency may be immediately considered by the Council.

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Any item placed on the City Council agenda will require three Councilmen as Sponsors. This rule shall also apply to all Boards and Commissions of the City of Parkersburg, and others, in accordance with the City Charter. (amended 12/13/83)

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(A)
The Presiding Officer of the Council shall be the President. He shall be elected at the Organizational meeting held at 7:30 on the Tuesday following the date its members assume office.

(B)
The City Clerk or her designee shall act as temporary Chairman of such Organizational meeting. She shall call the meeting to order then call the roll of the Council.

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The City Clerk shall entertain nominations from the Council for the position of President of the Council. Each nomination requires a second.

(D)
After nominations for the President have been closed, the City Clerk shall call for a vote, which vote shall be by a roll call, pursuant to Rule XIII of these governing rules. (amended 12/14/99)

(E)
In case no nominee receives the most votes, additional votes by roll call shall be taken until one nominee receives more votes than the others. (amended 12/14/99)

(F)
After a President has been elected, the City Clerk will yield the chair to the new President who will in the same manner cause to be elected a new Council Vice President.

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After electing a Council President and Vice President, a motion to adjourn the Organizational meeting is in order.

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In the absence of the President and Vice President at any regular or special meeting of the Council, the presiding officer of the meeting shall be elected by the majority of the members of the Council present. The City Clerk or her designee shall conduct the election.

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ROLL CALL

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QUORUM

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A majority of the total number of the Council shall constitute a quorum. Should no quorum attend within thirty (30) minutes after the hour appointed for the meeting of the Council, the President, or in his absence the Vice President, may thereupon adjourn the meeting until the next day at the same hour and place.

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13. Public Forum. Thirty (30) minutes maximum. Five (5) minutes per person. (1/11/94)
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RULES OR DEBATE

RULE XII.

(A)
Questions under consideration – A motion presented and seconded is under consideration and no motion shall be received thereafter, except to: 1) To adjourn; 2) To lay on the table, to postpone or to amend, until the question is decided; or 3) To refer to a committee. These motions shall have preference in order in which they are mentioned and the first two shall be decided without debate. (amended 7/27/82)

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Limitations on debate: No member shall speak more than twice upon the same subject without leave of the Council. Nor more than once until every member choosing to speak shall have spoken.

©
A member of the Council once recognized, shall not be interrupted when speaking unless it be to call him or her to order or as herein otherwise provided. If a member of the Council, while speaking, be called to order, he or she shall cease speaking until the question of order be determined by the presiding officer, and if in order he or she shall be permitted to proceed. Any member of the Council may appeal to the Council from the decision of the presiding officer upon a question of order, whereupon without debate the presiding officer shall submit to the Council the question. "Shall the decision of the chair be sustained?", and the Council shall decide the question by a majority vote.

(D)
Privilege of closing debate: Any member of Council may close debate by moving the previous question which requires 2/3 vote. (amended 7/27/82)

ROLL CALL FOR VOTING

RULE XIII.

Upon any roll call there shall be no discussion or explanation given by any member of Council voting, and he shall vote "yes" or "no" unless he shall first receive permission from a majority of the Council to explain his vote. A member of the Council may abstain from voting on any matter. The vote upon every motion, resolution, or ordinance shall be taken by a roll call in

order by Council district, one through nine, except that the presiding officer shall be the last member called, and the vote be entered in the minutes.

MANNER OF ADDRESSING COUNCIL
TIME LIMIT

RULE XIV.

Each person desiring to address the Council shall stand and give his or her name and address in an audible tone of voice for the record, and unless further time is granted by the majority of the Council, shall limit his address to 5 minutes. All remarks shall be addressed to the presiding officer and Council as a body and not to any individual member of the Council. No person, other than members of the Council, and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the presiding officer. No question shall be asked a member of the Council except through the presiding officer. (amended 7/27/82)

DECORUM

RULE XV.

(A) – By Council members:

While the Council is in session, the members must preserve order and decorum. A councilperson shall not, by conversation or otherwise, except as herein provided, delay, or interrupt the proceedings or the peace of the Council, or disturb any member while speaking or refuse to obey the orders of the Council or its presiding officer.

(B) – By other persons:

Any person making personal, impertinent or slanderous remarks or who shall become boisterous while addressing the Council shall forthwith be barred by the presiding officer from further audience before the Council, unless permission to continue or again address the Council be granted by the majority vote of the Council. The Chief of Police, or such member or members of the Police Department as he may designate, shall be the sergeant-at-arms of the Council meetings. He, or they, shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the Council meeting.

COUNCIL COMMITTEES

RULE XVI.

All standing and special committees, and the chairman thereof, shall be appointed by the presiding officer at regular or special meetings. All committees shall consist of five members, including the chairman.

There shall be four (4) standing committees.

1. Committee of the Whole;

2. Finance and Administration; whose duties will include the following:

   A. Review budget revisions
   B. Review financial statements
   C. Review and make recommendations regarding requests for funds from agencies and groups not associated with the City
   D. Recommend to the Administration the promise of expending available funds
   E. Recommend additional sources of funds for capital improvements
   F. Recommend to Council resolutions suggesting revisions in State Tax structure that apply to cities
   G. Receive, consider and recommend financial resources for standing committee's recommendations

3. Public Works and Safety; whose duties will include advising the Administration in the following areas:

   A. Code Enforcement
   B. Street resurfacing
   C. In recommendations concerning recreational facilities, working in conjunction with the Wood County Recreation Commission
   D. In the areas of the Police Department, Fire Department, and the Public Works Department concerning departmental requests

4. Personnel Committee, whose duties will include the following:

   A. Consider City Council's appointments to Boards and Commissions and make recommendations thereon
   B. All matters of personnel (to be discussed in executive session)
   C. To keep the codified ordinances updated as required by the City Charter
   D. To study rules and procedures

   (It would be generally accepted by Council and entered into the record that personnel matters pertaining to the Police Department, Fire Department and the Public Works Department would be referred to the Personnel Committee which is so described in Rule XVI, #4, Item B.)

PREPARATION OF ORDINANCES, ETC

RULE XVII.

The City Attorney or his designee, when requested, shall prepare ordinances, resolutions, motions, contracts, or other documents, which shall be delivered to the Clerk in conformity with Rule IV. and Rule VIII. A copy of the same shall be forthwith furnished to each member of the Council by the Clerk. All prepared ordinances, resolutions and legal documents shall be approved by the City Attorney or his designee and bear his notation that they are correct in form.

NOMINATIONS AND ACTION THEREON

RULE XVIII.

(A)
Upon the receipt from the Mayor of any nomination to any office or position, the same shall be read under "Item" messages from the Executive Office, by the Clerk or her designee, and unless otherwise ordered, shall be considered by the Council under "new business". When taken up for action the presiding officer shall put the question on each nomination as follows: "Will the Council confirm the nomination?" On that motion, a vote shall be ordered, and if the majority votes to confirm, the presiding officer shall announce "The nomination is confirmed". If less than the majority vote to confirm, the presiding officer shall announce, "The nomination is rejected".

(B)
Nominations for all committees, boards, and commissions appointed by the Council shall be received by the Council secretary of City Clerk and referred to the City Council Personnel Committee. Within twenty-one (21) days, the Council shall receive a committee report by the Clerk or her designee recommending a nominee or reflecting a vacancy. Such report shall then be taken up and considered by the Council under "new business". When taken up for action, the Clerk shall either read the resolution reflecting the nominee or state that there is a vacancy. If there is a vacancy, the presiding officer shall declare an executive session at which time a recommendation shall be made to fill such vacancy. Upon adjourning the executive session, the Clerk shall read the resolution including the name recommended during the executive session. A roll call vote shall then be conducted concerning such resolution. (amended 1/85, amended 3/90 to Personnel Committee)

EXPENDITURES OF COUNCIL

RULE XIX.

Before a member of the Council shall make any agreement to buy, purchase, or contract services, or in any way commit monies of the Council in excess of $100.00, or request any monies for

services, expenses or fees in excess of $100.00, he or she will first have prior approval of the Finance Committee and a majority of the Council.

REPORTS AND RESOLUTIONS

RULE XX.

All reports and resolutions shall be filed with the City Clerk and entered in the minutes.

READING AND ACTION OF ORDINANCES

RULE XXI.

Ordinances will be voted on at first reading, and if defeated will not be brought back up for second reading. (amended 6/28/83)

ADJOURNMENT

RULE XXII.

A motion to adjourn shall always be in order and decided without debate.

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, Robert D. Newell, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of Mayor of the City of Parkersburg to the best of my skill and judgment.

Robert D. Newell

Sworn to and subscribed before me this 31 day of January 2006.

Joseph P. Albright, Justice
Administering Officer

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, Don Godfrey, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of City Councilman to the best of my skill and judgment.

Donald R. Godfrey

Sworn to and subscribed before me this 3rd day of January 2006.

Joseph P. Albright Justice
Administering Officer

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, Dorsey Cheuvront, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of City Councilman to the best of my skill and judgment.

Dorsey Cheuvront

Sworn to and subscribed before me this 3rd day of January 2006.

Joseph P. Albright, Justice
Administering Officer

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, Brad Kimes, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of City Councilman to the best of my skill and judgment.

David B. Kimes

Sworn to and subscribed before me this 3rd day of January 2006.

Joseph P. Albright, Jr.
Administering Officer

STATE OF WEST VIRGINIA} SS.
COUNTY OF WOOD
CITY OF PARKERSBURG

I, James Myers, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of City Councilman for the City of Parkersburg to the best of my skill and judgment.

James Myers

Sworn to and subscribed before me this 3 day of January, 2006.

Administering Officer

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, Sharyn Tallman, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of City Councilwoman to the best of my skill and judgment.

Sharyn Tallman

Sworn to and subscribed before me this 3rd day of January 2006.

Joseph P. Albright Jr. Judge
Administering Officer

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, Mike Reynolds, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of City Councilman to the best of my skill and judgment.

Sworn to and subscribed before me this 3rd day of January 2006.

Joseph P. Albright, Justice
Administering Officer

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, Tom Joyce, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of City Councilman to the best of my skill and judgment.

Thomas J. Joyce

Sworn to and subscribed before me this 29th day of December 2005.

Connie Shaffer
Administering Officer

STATE OF WEST VIRGINIA} SS.
COUNTY OF WOOD
CITY OF PARKERSBURG

I, Tom Joyce, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of City Councilman for the City of Parkersburg to the best of my skill and judgment.

Tom Joyce

Sworn to and subscribed before me this 3 day of January, 2006.

Administering Officer

STATE OF WEST VIRGINIA} SS.
COUNTY OF WOOD
CITY OF PARKERSBURG

I, Jim Knapp, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of City Councilman for the City of Parkersburg to the best of my skill and judgment.

Jim Knapp

Sworn to and subscribed before me this 3 day of January, 2006.

Administering Officer

STATE OF WEST VIRGINIA} SS.
COUNTY OF WOOD
CITY OF PARKERSBURG

I, Demosthenes T. Dukas, do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of City Councilman for the City of Parkersburg to the best of my skill and judgment.

Demosthenes T. Dukas

Demosthenes T. Dukas

Sworn to and subscribed before me this 3 day of January, 2006.

Administering Officer

Ord. creating a Parkersburg Utility Board for the management of water and sewer departments

First reading 3/26/96

Final reading 4/9/96

ACTION TAKEN:

ADOPTED on first reading, as amended

ADOPTED on final reading, as amended

Mayor Eugene A. Knotts

CITY OF PARKERSBURG

AN ORDINANCE CREATING THE PARKERSBURG UTILITY BOARD AND PROVIDING FOR THE TRANSFER OF MANAGEMENT, CONTROL AND OPERATION OF THE MUNICIPAL WATERWORKS SYSTEM AND SEWERAGE SYSTEM OF THE CITY OF PARKERSBURG, WEST VIRGINIA FROM THE PARKERSBURG WATER DEPARTMENT AND THE PARKERSBURG SANITARY BOARD TO THE PARKERSBURG UTILITY BOARD, SUCH BOARD TO BE SUBORDINATE TO THE DIRECTOR OF PUBLIC WORKS UNTIL AMENDMENT OF THE PARKERSBURG CITY CHARTER.

WHEREAS, the City of Parkersburg, West Virginia (the "City") presently owns and operates a municipal waterworks system (the "Waterworks System"), consisting of a water filtration and treatment plant, reservoirs, water tanks, distribution lines, booster stations and all appurtenant facilities and properties, and a municipal sanitary sewerage system (the "Sewerage System"), consisting of a sewerage treatment plant, collection and transportation lines, lift stations and all appurtenant facilities and properties;

WHEREAS, the Waterworks System has heretofore been managed and operated by the Parkersburg Water Department, a department of the City, and the Sewerage System has heretofore been managed by the Parkersburg Sanitary Board, a board or commission created pursuant to Chapter 16, Article 13 of the West Virginia Code of 1931, as amended, and an ordinance of the City enacted November 11, 1953;

WHEREAS, the Charter of the City, adopted October 7, 1969, as amended (the "Charter") provides, at Section 10.104 thereof, for the separate Waterworks System and Sewerage System to be combined as soon as practicable, into a single undertaking pursuant to Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "Act"), such combined waterworks and sewerage system to be placed under the cognizance of the Director of Public Works of the City (the "Director");

WHEREAS, the Council of the City has considered the effects of combining the operation, control and management of the Waterworks System and the Sewerage System and has determined that certain efficiencies will be achieved by the combination of the Waterworks System and the Sewerage System and by providing for a unified management thereof;

WHEREAS, the Council of the City has further considered the provisions set forth in Section 10.104 of the Charter and has determined that it is preferable for the combined waterworks and sewerage system to be under the supervision, management and control of an independent board rather than the Director, and has heretofore enacted an ordinance calling for a referendum at the May 14, 1996 primary election, amending such Charter provision to provide for a fully independent board not under the cognizance of the Director; and

WHEREAS, the City is permitted, pursuant to the Act to combine by ordinance the Waterworks System and the Sewerage System into a single undertaking and to operate the same in combination;

WHEREAS, the City has determined that refunding of its Waterworks Refunding Revenue Bonds, Series 1994, dated May 1, 1994 (the "Water Revenue Bonds"), and its Sewerage System Refunding Revenue Bonds, Series 1992, dated February 1, 1992 (the "Sewer Revenue Bonds") will achieve interest cost savings for the City, but that such refunding may be accomplished only if the Waterworks System and Sewerage System are combined on or prior to the date of issuance of refunding bonds for such purpose;

WHEREAS, the City has provided for refunding of all of its existing Waterworks Revenue Bonds and Sewer Revenue Bonds through the issuance of Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1996 (the "Bonds") and, upon conclusion of such refunding and defeasance of the Waterworks Revenue Bonds and Sewer Revenue Bonds, will have no Waterworks Revenue Bonds or Sewer Revenue Bonds outstanding, the payment of which has not been made or provided for;

WHEREAS, because of timing constraints in the issuance of the Bonds and redemption of the Water Revenue Bonds and the Sewer Revenue Bonds, the City must issue the Bonds prior to the May 14, 1996 primary election date, and therefore, this ordinance must be enacted prior to the date upon which a determination will be made as to whether the Board will or will not be under the cognizance of the Director;

WHEREAS, in order to achieve such interest cost savings, and the efficiencies of a combined waterworks and sewerage system, the City now desires to provide for the manner of and procedure for transferring supervision and control of its separately existing Waterworks System and Sewerage System from the heretofore separate Water Department and Sanitary Board into a single utility board to be known as the "Parkersburg Utility Board", such Board to be under the cognizance of the Director until such time as the

Charter shall be amended to no longer require that the operation of such combined system be under the cognizance of the Director;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PARKERSBURG, HEREBY ORDAINS:

Section 1. Upon issuance of the Bonds, but only upon such issuance, the Parkersburg Sanitary Board shall become functus officio and the heretofore separate Waterworks System and Sewerage System of the City shall be combined into a single undertaking. The supervision, management, control and operation of the System shall be vested in the Board, hereby created and appointed and functioning as hereinafter provided.

Section 2. The Board shall consist of five (5) persons, one of whom shall be the Mayor of the City, and not less than one of whom shall be a registered professional engineer. The remaining Boardmembers shall be citizens and residents of the City, of outstanding reputation, ability and integrity. With the exception of the Mayor, all Boardmembers shall be appointed by the Council of the City. No officer or employee of the City, whether holding a paid or unpaid office, shall be eligible to be appointed to the Board until at least one (1) year after the expiration of the term of such public office.

Section 3. The Mayor of the City shall notify all appointees of their appointment. The terms of such Boardmembers first appointed shall be for 1, 2, 3 and 4 years, respectively, from the 1st day of the month in which appointed. In the event of a vacancy and also within thirty (30) days after the expiration of the term of office of any Boardmember, a successor shall be appointed by the Council of the City. All vacancies shall be filled for the unexpired term only and all other appointments shall be for a term of four (4) years, to commence on the date following the scheduled expiration date of the previous term. The Board shall have power to adopt bylaws, rules and regulations for its own government. Any Boardmember shall be eligible for reappointment upon the expiration of his or her term. The Boardmembers shall each receive compensation for their services at the rate of $50 per meeting attended, not to exceed $200 per month, and in addition, shall be reimbursed for any and all expenses incurred in the performance of duties as ordered by the Board.

Section 4. The Mayor shall be the Chairman of the Board. At the first meeting of the Board and annually thereafter it shall organize by designating one of the Boardmembers to act as Vice Chairman and by designating a Secretary and a Treasurer, who need not be members of the Board. The Secretary and Treasurer may be the same person. The Chairman shall preside at all meetings when present and shall call special meetings on his or her own motion, or when requested to do so by any two Boardmembers. The Vice Chairman shall preside in the absence of the Chairman. The Secretary shall keep a record of the proceedings which shall be available for inspection as other municipal records. The Treasurer shall receive and disburse the funds of the System as directed by

the Board. In the event that any Boardmember shall be unable to fulfill the duties of his or her office for a period of 6 months, a majority of the remainder of the said Boardmembers may declare the office of such Boardmember vacant and the Council of said City shall thereupon fill such vacancy as otherwise provided for herein.

Section 5. The Board shall have full and complete authority for the supervision, management, control and operation of the System, including the maintenance, operations, improvements and extensions thereof. All bills for water and sewer service shall be collected and accounted for by the Board in the manner and form required by law, the Public Service Commission of West Virginia and the ordinances of the City, and all disbursements and accounts of the System shall be ordered paid out only upon approval of said Board; provided, however, that all such supervision, management and control of the System and the collection and accounting for bills for water and sewer service shall be consistent and in accordance with any ordinances pursuant to which the City may have authorized and issued any bonds from time to time outstanding, which by their terms are payable from and secured by the revenues of the System. The Board shall have the power and authority to make all contracts, agreements and other matters necessary or proper for the full and complete supervision, management and control of the System.

Section 6. The Board shall have power to fix and maintain a separate budget, and employ, fix the compensation of and discharge a manager of the System, and shall direct, employ and fix the compensation of and discharge all engineers, architects, inspectors, superintendents, collectors, attorneys, and other employees of the System. The Chairman and Treasurer of the Board, upon their appointment and taking office, shall furnish and file with the City Clerk, a bond in an amount to be set by the Board from time to time, the cost of such bond to be payable from revenues of the System and such bond to be payable to the City and conditioned as to the faithful performance of their respective duties as are fixed by the Board.

Section 7. The Board shall provide reports, at least annually, or as otherwise required by law, to the Director, the Mayor and Council of the City, indicating the System's financial condition. The Board shall also, if requested by the Mayor, provide the City with yearly audited financial statements of the System, minutes of all meetings of the Board, an annual budget for the System, and other information as may reasonably be requested.

Section 8. Upon issuance of the Bonds and defeasance of the Water Revenue Bonds and Sewer Revenue Bonds, all assets and liabilities of the Waterworks System and Sewerage System, including accounts receivable and accounts payable, and all employees thereof, shall be under the management and control of the Board. Personnel policies and practices, and other matters affecting employees of the Board shall be as determined by the Board.

Section 9. The initial members of the Board shall be appointed on or prior

Section 10. Notwithstanding any of the foregoing provisions of this ordinance, in the event that the Charter amendment is not approved by the voters of the City at the May 14, 1996 primary election, or that a Charter amendment is not thereafter approved and implemented which eliminates the supervisory role of the Director, the Board shall be and remain under the cognizance of the Director. In such event, the Board shall be responsible for the day-to-day operations of the System, but shall be under the cognizance of the Director and shall comply in all respects with the provisions of Section 10.104 of the Charter.

Section 11. The Council of the City enacts this Ordinance for the assurance and protection of the citizens of the City and for the purpose of assuring the holders of the Bonds of the City payable from the income and revenues of the System of an efficient operation and maintenance thereof. So long as the Bonds are outstanding, no amendment or repeal of this Ordinance shall be enacted without the written consent thereto of the Bond Insurer for the Bonds. Any such amendment or repeal of this Ordinance shall otherwise be adopted in accordance with the rules and regulations of the Council of said City.

Section 12. This Ordinance shall be effective on the date of issuance and delivery of the Bonds.

Passed on First Reading: _____, 1996

Enacted on Final Reading following Public Hearing: _____, 1996

CITY OF PARKERSBURG

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, Robert Newell do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of Chairman, Parkersburg Utility Board to the best of my skill and judgment.

Robert D. Newell

Sworn to and subscribed before me this 10th day of January 20 06.

Connie Shaffer

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, Paul Westfall do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of member, Parkersburg Utility Board to the best of my skill and judgment.

Paul R. Westfall

Sworn to and subscribed before me this 10th day of January 20 06.

Connie Shaffer

STATE OF WEST VIRGINIA
COUNTY OF WOOD
CITY OF PARKERSBURG } SS.

I, Edward Glasser

do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of Member, Parkersburg Utility Board to the best of my skill and judgment.

Edward C. Glasser

Sworn to and subscribed before me this 15th day of February 19 06.

Connie Shafer
Administrating Officer

Parkersburg Printing Co. 5

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, James Province do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of member, Parkersburg Utility Board to the best of my skill and judgment.

Sworn to and subscribed before me this 10th day of January 20 06.

Connie Shafer

STATE OF WEST VIRGINIA
COUTY OF WOOD
CITY OF PARKERSBURG } SS.

I, John Lutz do solemnly swear that I will support the Constitution of the United States of America and the Constitution of the State of West Virginia, and that I will faithfully discharge the duties of member, Parkersburg Utility Board to the best of my skill and judgment.

John Lutz

Sworn to and subscribed before me this 10th day of January 20 06.

Connie Shaffer

AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 927.01 OF THE CODIFIED ORDINANCES OF THE CITY OF PARKERSBURG WITH RESPECT TO ADOPTION OF RULES AND REGULATIONS AND INCREASING EXISTING RATES AND CHARGES FOR SANITARY SEWER SERVICE

WHEREAS, in order to protect the public health, safety and welfare, and acting upon a recommendation made by the Parkersburg Utility Board, the Council of the City of Parkersburg ("City Council") has determined that it is necessary for the Parkersburg Utility Board (the "Utility Board") to complete a project of additions, betterments and improvements to the existing public sewer collection and treatment system of the City of Parkersburg (the "System"), consisting of replacements and improvements to the wastewater treatment plant, together with all appurtenant facilities (the "Project"); and

WHEREAS, in order for the Utility Board to collect annual revenues necessary to pay the operation and maintenance expenses and the debt service, including the Project additions, of the System, the existing rates and charges for sanitary sewer service to the customers of the Utility Board must be increased; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARKERSBURG, WEST VIRGINIA:

Section I. That Article 927.01, entitled "Schedule of Sewer Rates", of the Codified Ordinances of the City of Parkersburg be amended and re-enacted to read as follows:

927.01 SCHEDULE OF SEWER RATES

The following schedule of rates, charges and fees are hereby fixed and determined as the rates, charges and fees to be charged to customers of the System throughout the entire territory served.

SCHEDULE

Applicability

Applicable in the entire territory served.

Availability of Service

Available for general domestic, commercial and industrial service.

Minimum Customer Charge

Each customer shall pay a total Customer Charge of Nine Dollars and Eight Cents ($9.08) per month through and including December 31, 2005. Thereafter each customer shall pay a total customer charge in the amounts and on and after the effective dates as follow:

Customer Charge	Effective Date
$10.84	January 1, 2006
$12.60	January 1, 2007
$14.35	January 1, 2008

One Dollar ($1.00) of the Customer Charge is designated for use on wet weather overflow (SSO) abatement projects.

Volume Charge

In addition to the minimum customer charge, each customer shall pay Three Dollars and Sixty-seven Cents ($3.67) per 1,000 gallons, based upon the metered amount of water supplied through and including December 31, 2005. Thereafter, each customer shall pay in addition to the minimum customer charge, in the amounts and on and after the effective dates, a volumetric charge, based upon the metered amount of water supplied, as follow:

Volume Charge	Effective Date
$4.30 per 1,000 gallons	January 1, 2006
$4.93 per 1,000 gallons	January 1, 2007
$5.56 per 1,000 gallons	January 1, 2008

Well Water Customer Volume Charge

Sewer customers who utilize a private non-metered source of water (such as well water) shall pay sewer charges based upon usage of 4,500 gallons per month. Such customers may be required by the Utility Board to install metering equipment to measure the actual volume of water usage.

Customer Deposit

All new applicants for residential or other sewer service may be required to deposit (i) a minimum of fifty dollars ($50), or (ii) two-twelfths (2/12) of the annual estimated charge for

sewer service, whichever is greater.

All new applicants for residential or other combined water and sewer service may be required to deposit (i) a minimum of one hundred dollars ($100), or (ii) two-twelfths (2/12) of the annual estimated charge for each service, whichever is greater.

Returned Check Fee

A service fee of Fifteen Dollars ($15.00) shall be charged for each check returned for insufficient funds.

Leak Adjustment Rate

An incremental charge of One Dollar Eight Cents ($1.08) per 1,000 gallons shall be charged for all water billed in excess of the customer's historic usage for a water leak that is determined by Public Service Commission rules to be eligible for an adjustment of the sewer service charge.

Water Not Returned to System

Where a user of the System uses water annually averaging in excess of 10,000 gallons per month and maintains separately at the customer's expense a meter that measures the amount of water supplied a particular premises and not discharged into the System, the rates and charges herein shall be applied only to the metered amount of water supplied to the premises and discharged into the System.

Delayed Payment Penalty Charges

The above schedule is net. On all current usage billings not paid in full by the latest pay date, which shall be no sooner than the twentieth day following the date the Utility Board mails the bill, ten percent (10%) shall be added to the net current amount unpaid. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

Connection Fee

A connection fee of Three Hundred Dollars ($300.00) shall be paid by each customer who makes a service connection from his property into the System, except in the following cases:

A. An owner of property that has been previously assessed for sewer improvements under the provisions of the West Virginia Code; or

B. An owner of property or his predecessors in title, who has heretofore paid the costs of constructing the sewer, including the service line to which he connects,

providing that the sewer and service line were installed in a manner acceptable to the Utility Board and in compliance with Public Service Commission rules.

Section II. That, in accordance with the requirements of Chapter 8, Article 11, Section 4 of the Code of West Virginia, 1931, as amended, the City of Parkersburg shall cause notice of the proposed adoption of this Ordinance to be published as a Class I-0 legal advertisement, with such publication being made at least five days before the City Council meeting at which this Ordinance is to be finally adopted, and with said notice meeting the other requirements set forth in Code §8-11-4;

Section III. That in accordance with the provisions of Chapter 24, Article 2, Section 4(b) of the Code of West Virginia, 1931, as amended, the rules and regulations and the rates and charges provided for herein shall be effective not sooner than 45 days from the date of adoption; and

Section IV. That, in accordance with the Public Service Commission's *Rules for the Construction and Filing of Tariffs,* 150 CSR 2, notice of this Ordinance shall be provided by (a) causing to be published the Commission's Tariff Form No. 12 as a Class II legal advertisement, with the first publication occurring within five days after the adoption of this Ordinance, in a qualified newspaper of general circulation in the area of Parkersburg, and (b) causing to be published a press release that contains the substance of Tariff Form No. 12, in a qualified newspaper of general circulation in the area of Parkersburg, (c) posing a notice that conforms with Tariff Form No. 12 in a conspicuous place at the Utility Board's business premises beginning the day after the City Council meeting at which this Ordinance is adopted and continuing for 30 days, and (d) filing with the Public Service Commission, within 5 days after

adoption of this Ordinance, a copy of this Ordinance along with other information as required by Section 22.1.f. of the *Tariff Rules.*

Section V. All prior ordinances, or parts of ordinances, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section VI. This Ordinance shall be effective immediately upon adoption.

The schedule of rates, charges and fees herein established and fixed shall be effective on all bills rendered on and after the dates as set forth herein in Section I above.

SPONSORED BY: Councilmen Roedersheimer, Goff, Cheuvront, and Fitcher.

Passed on First Reading: _____
Adopted on Second Reading: _____

0-1160

Ordinance amending article 927.01 increasing sewer rates.

Adopted October 26, 2004 first reading

Adopted November 9, 2004 final reading after public hearing.

Mayor Jimmy Colombo

AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 931.01 OF THE CODIFIED ORDINANCES OF THE CITY OF PARKERSBURG WITH RESPECT TO ADOPTION OF RULES AND REGULATIONS AND INCREASING EXISTING RATES AND CHARGES FOR WATER SERVICE

WHEREAS, in order to protect the public health, safety and welfare, the Council of the City of Parkersburg ("City Council") is aware that it is essential for the Parkersburg Utility Board (the "Utility Board") to have annual revenues available to properly operate and maintain the existing public water distribution and treatment system of the City of Parkersburg (the "System"), in accordance with federal and state laws and regulations; and

WHEREAS, in order for the Utility Board to collect annual revenues necessary to pay the operation and maintenance expenses and the debt service of the System, the Utility Board has recommended that existing rates and charges for water service to the customers of the Utility Board be increased; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARKERSBURG, WEST VIRGINIA:

Section I. That Article 931.01, entitled "Water Rates", of the Codified Ordinances of the City of Parkersburg be amended and re-enacted to read as follows:

931.01 SCHEDULE OF WATER RATES

The following schedules of rates, charges and fees are hereby fixed and determined as the rates, charges and fees to be charged to customers of the System throughout the entire territory served.

(a) Establishing and Fixing Rates, Charges and Delayed Penalty Charges. The following schedules of rates, charges and delayed penalty charges are hereby fixed and determined as the rates, charges and delayed penalty charges to be billed to consumers of the water works system of the City throughout the entire territory served.

#5

SCHEDULE I

Applicability

Service in entire territory except for service provided through use of booster stations.

Availability of Service

Available for general domestic, commercial and industrial service.

Rates

Minimum Customer Charge Each customer shall pay a total Customer Charge of eight dollars and fifty cents ($8.50) per month.

Volume Charge In addition to the Minimum Customer Charge, each customer shall pay, for all gallons used in excess of 1000 gallons per month, four dollars and thirty seven cents ($4.37) per 1,000 gallons.

Meter Charge (in addition to Minimum Customer Charge and Volume Charge)

Meter Size (inches)	Charge per month
5/8 and 3/4	Included in Minimum Customer Charge
1	$ 7.16
1 1/2	$ 11.78
2	$ 17.00
3	$ 37.63
4	$ 62.22
6	$121.21

Delayed Payment Penalty Charge

The above schedule is net. On all current usage billings not paid in full by the latest pay date, which shall be no sooner than the twentieth day following the date the Utility Board mails the bill, ten percent (10%) shall be added to the net current amount unpaid. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE 2

Applicability

Service provided through use of booster stations.

Availability of Service

Available for general domestic, commercial and industrial service.

Rates

Minimum Customer Charge – Each customer shall pay a total Customer Charge of eight dollars ninety-four cents ($8.94) per month.

Volume Charge In addition to the Minimum Customer Charge, each customer shall pay, for all gallons used in excess of 1000 gallons per month, four dollars and eighty nine cents ($4.89) per 1,000 gallons.

Meter Charge (in addition to Minimum Customer Charge and Usage Charge)

Meter Size (inches)	Charge per month
5/8 and 3/4	Included in Minimum Customer Charge
1	$ 7.16
1 1/2	$ 11.78
2	$ 17.00
3	$ 37.63
4	$ 62.22
6	$121.21

Delayed Payment Penalty Charge

The above schedule is net. On all current usage billings not paid in full by the latest pay date, which shall be no sooner than the twentieth day following the date the Utility Board mails the bill, ten percent (10%) shall be added to the net current amount unpaid. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE 3

Applicability

Service in entire territory.

Availability of Service

Available for private fire protection water supply.

Rates

Hydrants (Service connection Size in Inches)	Charge per month (each)
4	$ 7.86
6	$ 17.80
8 or larger	$ 31.40

Sprinkler Systems & Hose Connections (Service Connection Size in Inches)	Charge per month (each)
4	$ 12.54
6	$ 28.27
8 or larger	$ 50.18

Delayed Payment Penalty Charge

The above schedule is net. On all current usage billings not paid in full by the latest pay date, which shall be no sooner than the twentieth day following the date the Utility Board mails the bill, ten percent (10%) shall be added to the net current amount unpaid. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE 4

Applicability

Applicable to entire territory served.

Availability of Service

Available for general, domestic, commercial and industrial service.

Fees and Other Rates

Connection Fee – One inch and smaller

The connection fee shall be two hundred fifty dollars ($250.00) for each new water service line one inch and smaller, and shall include the tap of the main line, the service line from the main to the property line or curb stop and the meter installation including the meter pit or vault.

Connection Fee – Larger than One Inch

For service lines larger than one inch, the fee shall be the actual cost of the installation, and shall include the tap of the main, the service line from the main to the property line and the meter installation including the meter pit or vault. Upon receipt of an application for a service connection larger than one inch, the utility will provide an estimate of actual cost, which amount must be deposited by the applicant in advance of the installation. Upon completion of the installation, a final settlement of the actual installation cost will be prepared and submitted for payment to the applicant. The amount of payment due will be reduced by the amount of the advance deposit. In the event of an excess in the amount deposited over the actual installation cost, the amount of excess will be promptly refunded to the applicant.

Reconnection Fee

Whenever the supply of water to any customer is turned off for violation of rules and regulations, nonpayment of bill or fraudulent use of water, there shall be a twenty dollar ($20.00) charge for re-established service.

Returned Check Fee

A service fee of fifteen dollars ($15.00) shall be charged for each check returned for insufficient funds.

Leak Adjustment Rate

An incremental charge of seventy cents ($0.70) per 1,000 gallons shall be charged for all water billed in excess of the customer's historic usage for a water leak, that is determined by Public Service Commission rules to be eligible for an adjustment of the water service charge.

Hydrant Meter Deposit

A deposit of eight hundred dollars ($800.00) shall be charged for each water meter provided a customer requesting temporary water service from a fire hydrant for construction or other use approved by the Utility Board staff. The deposit shall be refunded without interest to the customer following return of the water meter undamaged and in proper operating condition, and following payment for water consumption as measured by the hydrant meter.

Customer Deposit

All new applicants for residential or other water service may be required to deposit (i) a minimum of fifty dollars ($50), or (ii) two-twelfths (2/12) of the annual estimated charge for water service, whichever is greater.

All new applicants for residential or other combined water and sewer service may be required to deposit (i) a minimum of one hundred dollars ($100), or (ii) two-twelfths (2/12) of the annual estimated charge for each service, whichever is greater.

Section II. That, in accordance with the requirements of Chapter 8, Article 11, Section 4 of the Code of West Virginia, 1931, as amended, the City of Parkersburg shall cause notice of the proposed adoption of this Ordinance to be published as a Class I-0 legal advertisement, with such publication being made at least five days before the City Council meeting at which this Ordinance is to be finally adopted, and with said notice meeting the other requirements set forth in Code §8-11-4;

Section III. That in accordance with the provisions of Chapter 24, Article 2, Section 4(b) of the Code of West Virginia, 1931, as amended, the rules and regulations and the rates and charges provided for herein shall be effective not sooner than 45 days from the date of adoption; and

Section IV. That, in accordance with the Public Service Commission's *Rules for the Construction and Filing of Tariffs,* 150 CSR 2, notice of this Ordinance shall be provided by (a) causing to be published the Commission's Tariff Form No. 12 as a Class II legal advertisement, with the first publication occurring within five days after the adoption of this Ordinance, in a qualified newspaper of general circulation in the area of Parkersburg, and (b) causing to be published a press release that contains the substance of Tariff Form No. 12, in a qualified newspaper of general circulation in the area of Parkersburg, (c) posting a notice that conforms with Tariff Form No. 12 in a conspicuous place at the Utility Board's business premises beginning the day after the City Council meeting at which this Ordinance is adopted and continuing for 30 days, and (d) filing with the Public Service Commission, within 5 days after adoption of this Ordinance, a copy of this Ordinance along with other information as required by Section 22.1.f. of the *Tariff Rules.*

Section V. All prior ordinances, or parts of ordinances, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section VI. This Ordinance shall be effective immediately upon adoption.

The schedule of rates, charges and fees herein established and fixed shall be effective on all bills rendered on and after November 26, 2004.

SPONSORED BY:

Passed on First Reading: _____
Adopted on Second Reading: _____

0-1153

Ordinance amending article 931.01 increasing water rates.

Adopted first reading Sept. 28, 2004

Adopted final reading Oct. 12, 2004

After public hearing.

Mayor Jimmy Colombo

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER #: 11145-B-02

The Council of the City of Parkersburg met in regular session Tuesday, October 26, 2004, at 7:30 PM in the Council Chambers on the second floor of the Municipal Building at One Government Square, Parkersburg, WV 6101.

The meeting was called to order by Council President, Robert L. Goff, who presided over the meeting. Councilman Sheila Hunley led the Lord's Prayer and the Pledge of Allegiance. The Clerk noted the attendance, and those present included Councilmen Sheila Hunley, Dorsey Cheuvront, Brad Kimes, Hampden Fitcher, Sharyn Tallman, Demo Dukas, and Robert Goff. Councilmen Ed Roedersheimer and Betty Mather were absent.

MINUTES – Mr. Kimes moved to accept the minutes from the meeting held October 12, 2004, and the motion was adopted by unanimous vote.

MESSAGE FROM THE EXECUTIVE: - There was no message.

REPORTS FROM STANDING OR SPECIAL COMMITTEES - Councilwoman Sharyn Tallman presented a check in the amount of $1,000.00 to Martin School representatives for uniforms for their basketball team from an anonymous donor. Another donation of $250.00 was also mentioned this evening, by anonymous donation. The members of the girls basketball team from Martin School were recognized by Councilwoman Hunley, and it was again mentioned that these donations were made because student, Tom Isner, 19th Avenue, cared about the team, and their school could not afford uniforms.

PUBLIC FORUM

Councilwoman Betty Mather came to the microphone from the audience and resigned her position as City Councilman for District #6, effective October 31, 2004. She thanked the Mayor and City employees and said she would miss them, but that she could not work with this Council.

Mr. Owen Friend, 22nd Street, told Council he could do nothing more concerning fixing his street. His neighbors do not want pavement, they want to keep the brick, and he knows it will cost too much. He asked if they could fix one pothole a year with the brick.

Public Works Director, Tom Slater, said it would still be very expensive. Mayor Jimmy Colombo said he did not know who put the bad patches in the potholes, but he thought they could be removed. Everyone knows we have budget restraints, he said, and said the City had been responsive when the citizens want to help. He said he did not want to send a City crew to that street when the residents clearly do not want pavement.

Since this is a historic district, Council President Goff asked if we had talked about a levy so the people could pay their share. Mayor Colombo said the difference would still be $45.00 - $50.00/sq.yd.

Mr. Ron Jalbert, 61 Canterbury Drive, thanked the Public Works Committee and its Chairman, Councilman Fitcher, for helping to upgrade the ordinance for consideration this evening concerning handicapped parking. He offered to help Chief Newell with any details of the ordinance.

Mr. Shawn Critzer, 939 Juliana Street, told Council he was a new resident to Parkersburg, and did not want them to change the ordinance to allow home occupations in the Juliana Square Historic District. We have to protect what we have he said, and said that Parkersburg was worth saving.

Concerning brick streets, Mr. Critzer said he hoped Ann Street would never be blacktopped.

Mrs. Lillian McCray, 111 13th Street, told City Council they had a petition with 60 signatures opposed to changing the ordinance to allow for the home occupations on Juliana Street. She said the properties are being upgraded, people are helping each other to restore their houses, and there is not enough code officers to fix everything.

Mr Bob Hunley, Davisville, WV, owns 18 properties in the City. He said that there is a request for a homeless center for 1413 Lynn Street, and no one in the neighborhood wants it there. He asked if the BZA action was final.

President Goff stated that his only recourse as to the Wood County Circuit Court. City Council cannot override BZA.

Mr. Christopher Harnett, President of the Julia-Ann Square Historic District, asked what kind of monitoring their neighborhood could expect if the business is allowed in their district. He said they are seeing a surge in what the historic area is, and they do not want other businesses coming in.

ORDINANCE, FINAL READING

AN ORDINANCE AMENDING SECTION 125.01, COMPOSITION
OF ARTICLE 125, FIRE DEPARTMENT, OF THE CODIFIED
ORDINANCES OF THE CITY OF PARKERSBURG

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARKERSBURG that Section 125.01, Composition, of Article 125, Fire Department, of the Codified Ordinances of the City of Parkersburg be amended and re-enacted as follows:

125.01 Composition

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO 11245-B-D2

The Fire Department shall consist of a Chief and such number of Captains, Lieutenants, Firemen First Class, Inspectors and Firemen as may be determined from time to time by resolution of Council.

Members of the Fire Department who have attained their 5th Anniversary as a sworn Firefighter with the department and who are certified as an Emergency Medical Technician shall be given the designation of Firefighter/EMT. Such designation shall be a non-civil service designation rate.

All members of the department who attain the designation of Firefighter/EMT and maintain certification as an Emergency Medical Technician shall receive an increase in pay of forty-two ($.42) cents per hour for all forty-eight (48) hour work week personnel and fifty ($.50) cents per hour for all day shift personnel, effective November 22, 2004.

MOTION – Mr. Fitcher moved to adopt the ordinance on final reading and the motion was adopted by unanimous vote.

ORDINANCE FIRST READING:

AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 927.01
OF THE CODIFIED ORDINANCES OF THE CITY OF PARKERSBURG
WITH RESPECT TO ADOPTION OF RULES AND REGULATIONS AND INCREASING
EXISTING RATES AND CHARGES FOR SANITARY SEWER SERVICE.

MOTION – Mr. Fitcher moved, seconded by Mr. Cheuvront, to adopt the ordinance on first reading, and the motion passed by unanimous vote.

ORDINANCE, FIRST READING:

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 351.17
OF ARTICLE 351 OF THE CODIFIED ORDINANCES OF THE
CITY OF PARKERSBURG RELATING TO ENFORCING
ACCESSIBLE PARKING VIOLATIONS AND FRAUD PROVISIONS

MOTION – Mr. Fitcher moved to adopt the ordinance on first reading, and the motion passed by unanimous vote.

ORDINANCE, FIRST READING:

AN ORDINANCE AMENDING AND RE-ENACTING
ARTICLE 1348.03 OF THE CODIFIED ORDINANCES

MOTION – Mr. Cheuvront moved to adopt the ordinance on first reading.

City Attorney, Joseph Santer, suggested amendments in paragraphs #5 and #12.

MOTION – Mr. Fitcher moved to amend the ordinance as suggested, and the motion failed by majority vote with Mrs. Hunley and Mr. Fitcher voting "yes", and Mr. Cheuvront, Mr. Kimes, Mrs. Tallman, Mr. Dukas, and Mr. Goff voting "no".

VOTE ON MAIN MOTION – The motion failed by unanimous vote.

The Clerk read of a communication from The Parkersburg News and The Parkersburg Sentinel covering their circulation and qualifications for their newspapers.

MOTION – Mr. Kimes moved to receive and file the communication, and the motion was adopted by unanimous vote.

The Clerk presented another communication from the Municipal Planning Commission denying a request to rezone 2200 Lincoln Avenue from R-2 to B-2

MOTION – Mr. Fitcher moved to table the communication, and the motion was adopted by unanimous vote.

The meeting adjourned at 8:20 PM

Anna Shaffer
City Clerk

Ronald L. Goff
Council President

The Council of the City of Parkersburg met in regular Session Tuesday, November 9, 2004, at 7:30 PM in the Council Chambers of the Municipal Building on the second floor at One Government Square, Parkersburg, WV 26101.

The meeting was called to order by Council President, Robert L. Goff, who presided over the meeting. Councilman Hampden Fitcher led the Lord's Prayer and the Pledge of Allegiance. The Clerk noted the attendance and those present included Councilmen Sheila Hunley, Dorsey Cheuvront, Brad Kimes, Hampden Fitcher, Sharyn Tallman, Ed Roedersheimer, Demo Dukas, and Robert Goff. Councilwoman Betty Mather was absent.

MINUTES – Mr. Roedersheimer moved, seconded by Mrs. Tallman, to dispense with the reading of the journal and approve the minutes from October 12, 2004, October 21, 2004, and October 26, 2004, and the motion was adopted by unanimous vote.

MESSAGE FROM THE EXECUTIVE – Mayor Jimmy Colombo asked Fire Chief, Steve Gainer, to speak concerning an incident in the City this past week. Chief Gainer stated that one of our fire trucks was on the way to Erickson Field when they got the call to go to Broadway Avenue nearby. Gentlemen, approximately aged 70, had a heart attack while walking along Broadway Avenue and was DOA when the firemen got to him in front of Fairplains School. The firemen brought him back to life, and he is now out of intensive care and doing well.

Another incident near Fairplains School a day or so later involved two sixth graders from that school, Brian Riel and Steven Garner. A runaway dump truck with no brakes came through the area where the crossing guard was helping the school children. Brian quickly brought the students back to Steve who held them in safety. The young men said their instincts and impulse took over.

Mayor Colombo said their hearts were clearly in the right place and they are heroes. Police Chief, Robert Newell presented them with a certificate on behalf of the City and the Police Department, and the crossing guards. No one was injured thanks to the reactions of these two young men. They received a standing ovation and applause from the more than 100 attendees of tonight's meeting.

REPORTS FROM STANDING OR SPECIAL COMMITTEES – Council President Goff appointed Councilwoman Sheila Hunley to the Personnel Committee to replace Betty Mather, who resigned from City Council.

PUBLIC FORUM – Mr. Ollie Oxley, Willow Lane, asked about the status of former developer, Mr. Kerns, who developed the Willow Lane area. Councilman Hampden Fitcher stated that according to reports and information gathered by City Attorney, Joseph Santer, he was sorry we could do nothing for them and the condition of their private road.

PUBLIC HEARING – T.I.F.

The hearing began at 7:40 PM.

Sister Joan Cranduel, (spelling) 1815 Park Avenue, appeared before Council in support of the T.I.F. She said that the DeSales Heights area is a very special place and she wants to respect that. She said the hospital has looked for development of that area and they want the neighbors to be proud of it. There will still be green space and the T.I.F. will allow the transformation to allow for the peacefulness, she said, and it was designed to keep business in West Virginia.

Council President Goff asked T.I.F. counsel, John Stump from Steptoe and Johnson, who represents City Council, to briefly speak. Mr. Stump stated that the purpose of this hearing is to consider the submission of the application of the WV Development office. This is just the second of four steps and other hearings will be required.

House of Delegate Member, J. D. Beane, appeared in favor of the T.I.F., stating that he supported it in the Legislature. It allows municipalities and county commissions to create economic development, he said, and he trusted City Council to use this as a tool. He also told those attending that the Board of Education would not lose money, as it would be made up by the State.

Mr. Steve White, Director of the Trades Union, stated that he was co-chair for the All For One Committee when T.I.F. started. They would like to see projects built, and by competitive bid, and added that every tool is not for every job. He urged Council to move with caution. T.I.F. is about the public's money that will go into development. He also reminded them of the "but if" clause.

Mr. Greg Smith, Director of Public Affairs from Camden Clark Memorial Hospital, said he and the hospital agree that any development with private contractor's helps, but he does not believe it should be done with public money. He thinks T.I.F. creates unfair competition and that was not the intent. There are no specific projects at this time. T.I.F. could shift from productive to less productive, he said, as jobs are just shuffled making unintended consequences. (Mr. Smith's 20 minutes speech is available in written form.)

Attorney Andrew Woofter appeared before Council representing Mr. Jeff Arnold, who is protesting the T.I.F., stating it would cause unfair competition.

Mr. Ron Jalbert, 61 Canterbury Drive, said this project would have a 30-year requirement to have their records open to the public. St. Joseph is private and should be excluded from the T.I.F. zone, he said.

Attorney Richard Hayhurst, represented the Wood County Commission, asked for a project plan, and was told by Mr. Santer that there was no plan. Mr. Hayhurst said he wanted the evidence on which the findings would be based.

Mr. Stump said that would be part of the ordinance that creates the district. This resolution seeks approval of the application and after that the City will go through an ordinance. No evidence is required.

WHEREAS, The Urban Renewal Authority of The City of Parkersburg is charged with the duty and responsibility of eliminating slum and blighted conditions within the City of Parkersburg, as set forth in the redevelopment plan previously approved by the City Council of The City of Parkersburg, in accordance with West Virginia Code §16-18-6, and

WHEREAS, part and parcel of that plan is the acquisition, reconstruction, rehabilitation, or future use of certain parcels of real estate now in a slum or blighted condition, and

WHEREAS, The Urban Renewal Authority of The City of Parkersburg has requested funding for the acquisition of that certain real estate located at 4108 13th Avenue in the City of Parkersburg, West Virginia, and

WHEREAS, The Council of The City of Parkersburg, hereby amends said plan by the specific addition of 4108 13th Avenue Street; and deems it in the best interest of the citizens of the City of Parkersburg, to provide funding for the elimination of slum and blighted conditions within the City of Parkersburg,

NOW THEREFORE LET IT BE RESOLVED that The City of Parkersburg amend the redevelopment plan of the City by the addition of 4108 13th Avenue and provide such funds as are necessary and in an amount not to exceed $7,000.00 (acquisition) for the Urban Renewal Authority of The City of Parkersburg to acquire by eminent domain the herein described real estate in accordance with the terms of the Urban Renewal Plan, and West Virginia Code 16-18-8, as previously approved by this City Council, and that such funds not to exceed $7,000.00 shall be paid out of the City's Community Development Block Grant Program.

MOTION – Mr. Roedersheimer moved to adopt the resolution, and the motion was adopted by unanimous vote.

ORDINANCE, FINAL READING:

AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 927.01 OF THE CODIFIED ORDINANCES OF THE CITY OF PARKERSBURG WITH RESPECT TO ADOPTION OF RULES AND REGULATIONS AND INCREASING EXISTING RATES AND CHARGES FOR SANITARY SEWER SERVICE

WHEREAS, in order to protect the public health, safety and welfare, and acting upon a recommendation made by the Parkersburg Utility Board, the Council of the City of Parkersburg ("City Council") has determined that it is necessary for the Parkersburg Utility Board (the "Utility Board") to complete a project of additions, betterments and improvements to the existing public sewer collection and treatment system of the City of Parkersburg (the "System"), consisting of replacements and improvements to the wastewater treatment plant, together with all appurtenant facilities (the "Project"); and

WHEREAS, in order for the Utility Board to collect annual revenues necessary to pay the operation and maintenance expenses and the debt service, including the Project additions, of the System, the existing rates and charges for sanitary sewer service to the customers of the Utility Board must be increased; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARKERSBURG, WEST VIRGINIA:

Section I. That Article 927.01, entitled "Schedule of Sewer Rates", of the Codified Ordinances of the City of Parkersburg be amended and re-enacted to read as follows:

927.01 SCHEDULE OF SEWER RATES

The following schedule of rates, charges and fees are hereby fixed and determined as the rates, charges and fees to be charged to customers of the System throughout the entire territory served.

SCHEDULE

Applicability

EASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 11145-8-02

Applicable in the entire territory served.

Availability of Service

Available for general domestic, commercial and industrial service.

Minimum Customer Charge

Each customer shall pay a total Customer Charge of Nine Dollars and Eight Cents ($9.08) per month through and including December 31, 2005. Thereafter each customer shall pay a total customer charge in the amounts and on and after the effective dates as follow:

Customer Charge	Effective Date
$10.84	January 1, 2006
$12.60	January 1, 2007
$14.35	January 1, 2008

One Dollar ($1.00) of the Customer Charge is designated for use on wet weather overflow (SSO) abatement projects.

Volume Charge

In addition to the minimum customer charge, each customer shall pay Three Dollars and Sixty-seven Cents ($3.67) per 1,000 gallons, based upon the metered amount of water supplied through and including December 31, 2005. Thereafter, each customer shall pay in addition to the minimum customer charge, in the amounts and on and after the effective dates, a volumetric charge, based upon the metered amount of water supplied, as follow:

Volume Charge	Effective Date
$4.30 per 1,000 gallons	January 1, 2006
$4.93 per 1,000 gallons	January 1, 2007
$5.56 per 1,000 gallons	January 1, 2008

Well Water Customer Volume Charge

Sewer customers who utilize a private non-metered source of water (such as well water) shall pay sewer charges based upon usage of 4,500 gallons per month. Such customers may be required by the Utility Board to install metering equipment to measure the actual volume of water usage.

Customer Deposit

All new applicants for residential or other sewer service may be required to deposit (i) a minimum of fifty dollars ($50), or (ii) two-twelfths (2/12) of the annual estimated charge for sewer service, whichever is greater.

All new applicants for residential or other combined water and sewer service may be required to deposit (i) a minimum of one hundred dollars ($100), or (ii) two-twelfths (2/12) of the annual estimated charge for each service, whichever is greater.

Returned Check Fee

A service fee of Fifteen Dollars ($15.00) shall be charged for each check returned for insufficient funds.

Leak Adjustment Rate

An incremental charge of One Dollar Eight Cents ($1.08) per 1,000 gallons shall be charged for all water billed in excess of the customer's historic usage for a water leak that is determined by Public Service Commission rules to be eligible for an adjustment of the sewer service charge.

Water Not Returned to System

Where a user of the System uses water annually averaging in excess of 10,000 gallons per month and maintains separately at the customer's expense a meter that measures the amount of water supplied a particular premises and not discharged into the System, the rates and charges herein shall be applied only to the metered amount of water supplied to the premises and discharged into the System.

Delayed Payment Penalty Charges

The above schedule is net. On all current usage billings not paid in full by the latest pay date, which shall be no sooner than the twentieth day following the date the Utility Board mails the bill, ten percent (10%) shall be added to the net current amount unpaid. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER #: 11135-B-02

Connection Fee

A connection fee of Three Hundred Dollars ($300.00) shall be paid by each customer who makes a service connection from his property into the System, except in the following cases:

A. An owner of property that has been previously assessed for sewer improvements under the provisions of the West Virginia Code; or

B. An owner of property or his predecessors in title, who has heretofore paid the costs of constructing the sewer, including the service line to which he connects,

providing that the sewer and service line were installed in a manner acceptable to the Utility Board and in compliance with Public Service Commission rules.

Section II. That, in accordance with the requirements of Chapter 8, Article 11, Section 4 of the Code of West Virginia, 1931, as amended, the City of Parkersburg shall cause notice of the proposed adoption of this Ordinance to be published as a Class I-0 legal advertisement, with such publication being made at least five days before the City Council meeting at which this Ordinance is to be finally adopted, and with said notice meeting the other requirements set forth in Code §8-11-4;

Section III. That in accordance with the provisions of Chapter 24, Article 2, Section 4(b) of the Code of West Virginia, 1931, as amended, the rules and regulations and the rates and charges provided for herein shall be effective not sooner than 45 days from the date of adoption; and

Section IV. That, in accordance with the Public Service Commission's *Rules for the Construction and Filing of Tariffs*, 150 CSR 2, notice of this Ordinance shall be provided by (a) causing to be published the Commission's Tariff Form No. 12 as a Class II legal advertisement, with the first publication occurring within five days after the adoption of this Ordinance, in a qualified newspaper of general circulation in the area of Parkersburg, and (b) causing to be published a press release that contains the substance of Tariff Form No. 12, in a qualified newspaper of general circulation in the area of Parkersburg, (c) posing a notice that conforms with Tariff Form No. 12 in a conspicuous place at the Utility Board's business premises beginning the day after the City Council meeting at which this Ordinance is adopted and continuing for 30 days, and (d) filing with the Public Service Commission, within 5 days after adoption of this Ordinance, a copy of this Ordinance along with other information as required by Section 22.1.f. of the *Tariff Rules*

Section V. All prior ordinances, or parts of ordinances, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency

Section VI. This Ordinance shall be effective immediately upon adoption.

The schedule of rates, charges and fees herein established and fixed shall be effective on all bills rendered on and after the dates as set forth herein in Section I above.

SPONSORED BY: Councilmen Roedersheimer, Goff, Cheuvront, and Fitcher.

Passed on First Reading: _____
Adopted on Second Reading: _____

MOTION – Mr. Fitcher moved, seconded by Mr. Roedersheimer, to adopt the ordinance on final reading.

At 8:31 PM, President Goff declared a public hearing open to give the citizens an opportunity to voice their opinion on this ordinance. No one appeared and the hearing was declared closed at 8:32 PM.

VOTE – The motion passed by unanimous vote.

ORDINANCE, FINAL READING:

AN ORDINANCE CALLING FOR A SPECIAL ELECTION
AND TO FILE CERTIFICATES OF CANDIDACY FOR
VACANCY IN THE OFFICE OF MEMBER OF CITY
COUNCIL FOR DISTRICT #6

WHEREAS, the City Councilwoman for District #6 has resigned; and

WHEREAS, this creates a vacancy for a member of City Council for that District; and

WHEREAS, Section 2.206 (2) (b) of the Charter of the City of Parkersburg requires Council to call a special election and ordain time limits within which Certificates of Candidacy to fill said vacancy may be filed;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS that a Special Election is hereby called for **Saturday, January 8, 2005;**

BE IT FURTHER ORDAINED that Certificates of Candidacy for the vacancy of member of City Council for District #6 (precincts 19, 24, and 29) to be voted upon by said Special Election, be and the same shall be filed between **November 10, 2004 and November 17, 2004, both dates inclusive;** or if mailed, shall bear a postmark within such period of time. In all other respects said election shall be conducted and the results determined and certified in accordance with the provisions of general law governing the conduct of elections so far as such law is applicable.

MOTION – Mrs. Hunley moved, seconded by Mrs. Tallman, to adopt the ordinance on final reading, and the motion passed by unanimous vote.

ORDINANCE, FINAL READING:

**AN ORDINANCE AMENDING AND RE-ENACTING SECTION 351.17
OF ARTICLE 351 OF THE CODIFIED ORDINANCES
OF THE CITY OF PARKERSBURG
RELATING TO ENFORCING ACCESSIBLE PARKING
VIOLATIONS AND FRAUD PROVISIONS**

THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS

that Section, 351.17 of Article 351 of the Codified Ordinances of The City of Parkersburg be amended and reenacted as follows.

351.17 Accessible Parking: Parking space designation and quantity, fraud provisions and fines.

(a) All definitions of words in Section 351.17 shall be identical to those found in the definition sub-section of WV Code §17C-13-6.

(b) "Accessible parking" formerly known as "handicapped parking" is the present phrase consistent with language within the Americans with Disabilities Act (ADA).

(c) The West Virginia Commissioner of Motor Vehicles issues to qualified applicants a special registration plate and or a removable windshield placard (red for a six month duration or less or blue for a permanent mobility impairment). The placard shall be displayed by hanging it from the interior rearview mirror of the motor vehicle so that it is conspicuously visible from outside the vehicle when parked in a designated accessible parking space. The placard may be removed from the rearview mirror whenever the vehicle is being operated to ensure clear vision and safe driving. Only in the event that there is no suitable rearview mirror in the vehicle may the placard be displayed on the dashboard of the vehicle. The commissioner also issues to each applicant who is granted a special registration plate or windshield placard an identification card bearing the applicant's name, assigned identification number and expiration date. The applicant shall thereafter carry this identification card on his or her person whenever parking in an accessible parking space. The identification card shall be identical in design for both registration plates and removable windshield placards.

JOURNAL OF THE CITY COUNCIL, NO. 51

PARKERSBURG, W. VA., September 28, 2004

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 11145-B-02

The Council of the City of Parkersburg met in regular session Tuesday, September 28, 2004, at 7:30 PM in the Council Chambers on the second floor of the Municipal Building at One Government Square, Parkersburg, WV 6101.

The meeting was called to order by Council President, Robert L. Goff, who presided over the meeting. Councilman Brad Kimes led the Lord's Prayer and the Pledge of Allegiance. The Clerk noted the attendance, and those present included Councilmen Sheila Hunley, Dorsey Cheuvront, Brad Kimes, Hampden Fitcher, Ed Roedersheimer, Demo Dukas, and Robert Goff. Councilmen Sharyn Tallman and Betty Mather were absent.

MINUTES – Mr. Kimes moved to accept the minutes from the meeting held September 14, 2004, and the motion was adopted by unanimous vote.

MESSAGE FROM THE EXECUTIVE – Mayor Jimmy Colombo announced that he would do a follow-up report to the document submitted by Councilmen Kimes and Roedersheimer on overtime and compensatory time for City employees. He said he found it difficult to follow the thought process and some of the reasoning behind the assembled information.

The Mayor also noted that at the last Parkersburg Utility Board meeting fees were discussed and different ways of doing fees.

There were no reports from standing or special committees.

PUBLIC FORUM

Mr. Owen L. Friend, 1436 22nd Street, asked for assistance for repairs to his brick street, even if it was pavement. Mayor Colombo told Mr. Friend that Councilwoman Mather had tried two or three times to pave their street and met objection from the residents who did not want their brick street paved. He suggested that Mr. Friend get a petition of the neighborhood so the City would know how to proceed, and Mr. Friend agreed.

Ms. Lillian McClary, 111 13th Street, told City Council about a house next door to her that was vacant and in total disrepair, and said it was not fair to the neighbors. She said that the Code Department was not responding and she does not understand why.

Kelly Brown, 1807 Clegg Street, told City Council about a house next door to her at 1809 Clegg Street that was vacant and has been vacant since 1996. She has two small children and there are rats coming from that house. She knows the house in on the list for demolition soon, but she does not think it can want and is worried about what to do.

Councilwoman Hunley said she thought were at the point of emergency on this house and asks that the City speed up the demolition on that house. Public Works Director, Tom Slater, said the City has been working on that house for some time, but he would need Council's authorization over and above the Building Enforcement Agency. There are funds in the general fund for demolition, he said, but it was a matter of procedure. He estimates it would cost from $7,000.00 to $10,000.00 for the demolition.

President Goff asked if the Health inspector had been to this house and could he determine it to be an emergency. City Attorney, Joseph Santer, said that the City's Engineering Department did not think it was an emergency because of the structure, but he thinks the health officials have that capacity.

Mrs. Hunley said that Mrs. Brown has contacted the Health Department, and they have inspected the house. Mr. Santer said the Health Department would give the City the authorization to exterminate the house, but the engineering office has determined it is not an emergency.

Mr. Slater said that a portion of the house was subject to code violations. The house is full of storage items and it would be hard to say it is a structure emergency. The house is slated for demolition authorization by BEA next week, he said.

Mayor Colombo said that if we were close to tearing it down, he would do his best.

Mr. Allie Oxley, #1 Willow Lane, asked if the City had any update on the road at Willow Lane, and Mr. Santer said he would have something for review next week.

RESOLUTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Finance Director be authorized to request approval from the State Tax Commissioner for the following budget revision within the General Fund for fiscal year 2004-2005 prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists:

GENERAL FUND

Revenue:

Dept.	Category	Increase	Decrease
383	Sale of Fixed Assets	$166,382.00	

FRED I. HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 13145-R-07

Expenditures:

Dept.		
800	Sanitation Dept.	$ 20,000.00
699	Contingency Fund	$146,382.00

MOTION – Mr. Cheuvront moved to adopt the resolution.

MOTION TO AMEND – Mr. Roedersheimer moved to amend the resolution that the department number by 383 under revenue, and the category be changed to sale of fixed assets under revenue, and the motion was adopted by unanimous vote.

The motion, as amended, was adopted by unanimous vote.

ORDINANCE, FIRST READING:

ORDINANCE TO ACCEPT A BID
FOR PAINT STRIPER IN STREET DEPT.

MOTION – Mr. Fitcher moved to adopt the ordinance on first reading, and the motion was adopted by unanimous vote.

ORDINANCE, FIRST READING:

AN ORDINANCE AMENDING AND RE-ENACTING
931.01 OF THE CODIFIED ORDINANCES
OF THE CITY OF PARKERSBURG WITH RESPECT TO ADOPTION
OF RULES AND REGULATIONS AND INCREASING EXISTING
RATES AND CHARGES FOR WATER SERVICE

MOTION – Mr. Roedersheimer moved, seconded by Mr. Fitcher, to adopt the ordinance on first reading.

MOTION TO AMEND – Mr. Roedersheimer moved to amend the ordinance on page seven, final sentence, that the date shall be effective November 26, 2004, and the amendment passed by unanimous vote.

Mr. Roedersheimer stated that this increase is something that has to be done, and City Council has no options other than how much the increase will be. City Council is a pass-through for this increase, he said.

Councilman Cheuvront stated that two or three years ago, City Council tried to change the City Charter to place the Utility Board under the Public Works Department for the City. When that failed, Council has no authority for increases. There are bonds that have to be protected, he said, and the money has to be there. Council can pass the rate increase or deny it, but then it would go to the Public Service Commission and it could cost more. City Council does not sit on the Utility Board. They asked for input, but they have no alternative, he said.

VOTE – The motion, as amended, passed by unanimous vote.

ORDINANCE, FIRST READING:

AN ORDINANCE VACATING PORTIONS OF
8TH AVENUE, SYCAMORE STREET, AND 7TH AVENUE
PARKERSBURG CITY MAP 11

MOTION – Mr. Kimes moved to adopt the ordinance on first reading, and the motion passed by unanimous vote.

ORDINANCE, FIRST READING:

AN ORDINANCE VACATING A PORTION
OF SEVENTH AVENUE, PARKERSBURG
CITY MAP 11

MOTION – Mr. Kimes moved to adopt the ordinance on first reading, and the motion passed by unanimous vote.

ORDINANCE, FIRST READING:

AN ORDINANCE VACATING A 15' X 145' ALLEY
SITUATED BETWEEN OAKHURST AVENUE AND
PEARCY AVENUE AND 15TH STREET AND
16TH STREET PARKERSBURG CITY MAP 72

MOTION – Mrs. Hunley moved to adopt the ordinance on first reading, and the motion passed by unanimous vote.

JOURNAL OF THE CITY COUNCIL, NO. 51

PARKERSBURG, W. VA., September 28, 2004

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER #3 11142-8-02

ORDINANCE, FIRST READING:

AN ORDINANCE VACATING A PORTION OF
OAKHURST AVENUE SITUATED BETWEEN
14TH AND 15TH STREETS PARKERSBURG CITY MAP 72

MOTION – Mrs. Hunley moved to adopt the ordinance on first reading, and the motion passed by unanimous vote.

MOTION – Mr. Roedersheimer moved to remove the sewer increase ordinance from the table, and the motion died for lack of a second.

A communication was presented from the Municipal Planning Commission denying that 1315, 1317, 1317 ½ and 1319 Staunton Avenue be rezoned from R-3 to B-2.

MOTION – Mr. Fitcher moved to receive and file the communication, and the motion passed by unanimous vote.

A communication was presented from the Municipal Planning Commission denying the abandonment of a portion of a right of way known as Thomas Street at 9th Avenue.

MOTION – Mr. Roedersheimer moved to receive and file the communication, and the motion passed by unanimous vote.

The meeting adjourned at 8:00 PM.

Connie Stapper
City Clerk

Council President

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 21145-B-02

The Council of the City of Parkersburg met in regular session Tuesday, October 12, 2004, at 7:30 PM in the Council Chambers on the second floor of the Municipal Building at One Government Square, Parkersburg, WV 6101.

The meeting was called to order by Council President, Robert L. Goff, who presided over the meeting. Councilman Sharyn Tallman led the Lord's Prayer and the Pledge of Allegiance. The Clerk noted the attendance, and those present included Councilmen Sheila Hunley, Dorsey Cheuvront, Brad Kimes, Hampden Fitcher, Sharyn Tallman, Betty Mather, Ed Roedersheimer, Demo Dukas, and Robert Goff.

MINUTES – Mr. Kimes moved to accept the minutes from the meeting held September 28, 2004, and the motion was adopted by unanimous vote.

MESSAGE FROM THE EXECUTIVE – Mayor Jimmy Colombo introduce Scout Thomas Ester from Troop 117, who is attending our meeting working on a community badge. Thomas goes to school at Catholic and is in the 7th grade.

Mayor Colombo then distributed a memo to City Council asking them to consider a budget revision for $4,000.00 for snow removal equipment; $3,000.00 for firearm training for the Police Department; and $4,000.00 for training for the Sanitation Department; plus two drainage problems. President Goff said they would ask for a Finance Committee meeting to consider those requests. The Mayor suggested the funds come from the golf course settlement.

There were no reports from standing or special committees.

PUBLIC FORUM – Mr. Owen Friend, 22nd Street, came back to City Council and told them he had asked the residents of 22nd Street about paving their street or keeping them brick, and there was only two residents who wanted it blacktopped. Mr. Friend also mentioned a one-way sign at 22nd and Oak Street he thought we should reconsider.

President Goff said it was coming to a point where we could not afford to fix brick streets, but thought they could look at a levy to pay for it.

Attorney Andrew Woofter spoke to Council concerning the T.I.F. resolution on the special meeting agenda this evening. Mr. Woofter was representing the Wood County Commission, and said the Commission supports development and they are in favor of T.I.F., but hey think the City has not followed procedure and objects to the proceedings. He said they reserve the right to take it up in the proper forum.

Student, John Isner, 4458 19th Avenue, appeared before City Council and told them he had written a grant for new basketball uniforms for the team at Martin School. He saw a need, and that there was no money from the school for the uniforms, and is trying to do what he can to get the team uniforms. The Mayor and Council applauded the efforts that John is making and said they may have some suggestions to help his project.

Ms. Lucille Morales, 1136 Market Street, appeared before City Council in favor of the water increase on the agenda this evening. She said she told Council seven years ago an increase was needed – everything is going up everyday. These rates should be reviewed annually so we don't get in debt, she said. It would be easier on the customer if it was done every year.

Mr. Gary Ferris, 702 Hawthorne Street, thanked the Mayor for letting the Veteran's organization set up a display in the Municipal Building lobby on the second floor. He said they had 46 members, and growing.

RESOLUTIONS

WHEREAS, The City of Parkersburg, a municipal corporation, applied for a grant which was authorized for water and sewer infrastructure improvement by and through the Appropriations Act of 2004 (P.L. 108-199) in the principal amount of FIVE MILLION ($ 5,000,000) DOLLARS, and

WHEREAS, the Parkersburg Utility Board operates and maintains the water utility and the sewer utility that serves the City of Parkersburg, and

WHEREAS, the Parkersburg Utility Board has the duty, responsibility and capability to administer the application of the grant proceeds for the construction of the water and sewer infrastructure improvement, and

WHEREAS, it is more practical for the Parkersburg Utility Board to directly administer the application of the grant proceeds, to award contracts for the construction of the improvements and to inspect the progress and supervise the completion of the desired improvements, and

WHEREAS, the City of Parkersburg finds it to be in its best interest to assign to the Parkersburg Utility Board the right to apply for and receive, administer and disburse the funds for and on behalf of the City of Parkersburg.

NOW THEREFORE BE IT RESOLVED that the City of Parkersburg, a municipal corporation, as the named Grantee under the said grant, does hereby assign, convey and transfer improvement created by the Appropriation Act of 2004 (P.L. 108 199) thereby placing the Parkersburg Utility Board in its place and stead with all of the responsibilities, duties and responsibilities vested in the City of Parkersburg by virtue of the terms and provisions of the said grant.

The Mayor of the City of Parkersburg is hereby authorized to enter into a written agreement in this regard on behalf of the City of Parkersburg with the Parkersburg Utility Board.

MOTION – Mr. Fitcher moved to adopt the ordinance on final reading and the motion was adopted by unanimous vote.

ORDINANCE, FINAL READING:

AN ORDINANCE AMENDING AND RE-ENACTING ARTICLE 931.01 OF THE CODIFIED ORDINANCES OF THE CITY OF PARKERSBURG WITH RESPECT TO ADOPTION OF RULES AND REGULATIONS AND INCREASING EXISTING RATES AND CHARGES FOR WATER SERVICE

WHEREAS, in order to protect the public health, safety and welfare, the Council of the City of Parkersburg ("City Council") is aware that it is essential for the Parkersburg Utility Board (the "Utility Board") to have annual revenues available to properly operate and maintain the existing public water distribution and treatment system of the City of Parkersburg (the "System"), in accordance with federal and state laws and regulations; and

WHEREAS, in order for the Utility Board to collect annual revenues necessary to pay the operation and maintenance expenses and the debt service of the System, the Utility Board has recommended that existing rates and charges for water service to the customers of the Utility Board be increased; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PARKERSBURG, WEST VIRGINIA:

Section I. That Article 931.01, entitled "Water Rates", of the Codified Ordinances of the City of Parkersburg be amended and re-enacted to read as follows:

931.01 SCHEDULE OF WATER RATES

The following schedules of rates, charges and fees are hereby fixed and determined as the rates, charges and fees to be charged to customers of the System throughout the entire territory served.

(a) Establishing and Fixing Rates, Charges and Delayed Penalty Charges. The following schedules of rates, charges and delayed penalty charges are hereby fixed and determined as the rates, charges and delayed penalty charges to be billed to consumers of the water works system of the City throughout the entire territory served.

SCHEDULE I

Applicability

Service in entire territory except for service provided through use of booster stations.

Availability of Service

Available for general domestic, commercial and industrial service.

Rates

Minimum Customer Charge Each customer shall pay a total Customer Charge of eight dollars and fifty cents ($8.50) per month.

Volume Charge In addition to the Minimum Customer Charge, each customer shall pay, for all gallons used in excess of 1000 gallons per month, four dollars and thirty seven cents ($4.37) per 1,000 gallons.

Meter Charge (in addition to Minimum Customer Charge and Volume Charge)

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER #2 11145-B-02

Meter Size (inches)	Charge per month
5/8 and 3/4	Included in Minimum Customer Charge
1	$ 7.16
1 1/2	$ 11.78
2	$ 17.00
3	$ 37.63
4	$ 62.22
6	$121.21

Delayed Payment Penalty Charge

The above schedule is net. On all current usage billings not paid in full by the latest pay date, which shall be no sooner than the twentieth day following the date the Utility Board mails the bill, ten percent (10%) shall be added to the net current amount unpaid. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE 2

Applicability

Service provided through use of booster stations.

Availability of Service

Available for general domestic, commercial and industrial service.

Rates

Minimum Customer Charge – Each customer shall pay a total Customer Charge of eight dollars ninety-four cents ($8.94) per month.

Volume Charge In addition to the Minimum Customer Charge, each customer shall pay, for all gallons used in excess of 1000 gallons per month, four dollars and eighty nine cents ($4.89) per 1,000 gallons.

Meter Charge (in addition to Minimum Customer Charge and Usage Charge)

Meter Size (inches)	Charge per month
5/8 and 3/4	Included in Minimum Customer Charge
1	$ 7.16
1 1/2	$ 11.78
2	$ 17.00
3	$ 37.63
4	$ 62.22
6	$121.21

Delayed Payment Penalty Charge

The above schedule is net. On all current usage billings not paid in full by the latest pay date, which shall be no sooner than the twentieth day following the date the Utility Board mails the bill, ten percent (10%) shall be added to the net current amount unpaid. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE 3

Applicability

Service in entire territory.

Availability of Service

Available for private fire protection water supply.

Rates

Hydrants (Service connection Size in Inches)	Charge per month (each)
4	$ 7.86
6	$ 17.80
8 or larger	$ 31.40

Sprinkler Systems & Hose Connections (Service Connection Size in Inches)	Charge per month (each)
4	$ 12.54
6	$ 28.27
8 or larger	$ 50.18

CASTO & HARRIS INC., SPENCER, W. VA., RE-ORDER #: 11145-R-02

Delayed Payment Penalty Charge

The above schedule is net. On all current usage billings not paid in full by the latest pay date, which shall be no sooner than the twentieth day following the date the Utility Board mails the bill, ten percent (10%) shall be added to the net current amount unpaid. The delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

SCHEDULE 4

Applicability

Applicable to entire territory served.

Availability of Service

Available for general, domestic, commercial and industrial service.

Fees and Other Rates

Connection Fee – One inch and smaller

The connection fee shall be two hundred fifty dollars ($250.00) for each new water service line one inch and smaller, and shall include the tap of the main line, the service line from the main to the property line or curb stop and the meter installation including the meter pit or vault.

Connection Fee – Larger than One Inch

For service lines larger than one inch, the fee shall be the actual cost of the installation, and shall include the tap of the main, the service line from the main to the property line and the meter installation including the meter pit or vault. Upon receipt of an application for a service connection larger than one inch, the utility will provide an estimate of actual cost, which amount must be deposited by the applicant in advance of the installation. Upon completion of the installation, a final settlement of the actual installation cost will be prepared and submitted for payment to the applicant. The amount of payment due will be reduced by the amount of the advance deposit. In the event of an excess in the amount deposited over the actual installation cost, the amount of excess will be promptly refunded to the applicant.

Reconnection Fee

Whenever the supply of water to any customer is turned off for violation of rules and regulations, nonpayment of bill or fraudulent use of water, there shall be a twenty dollar ($20.00) charge for re-established service.

Returned Check Fee

A service fee of fifteen dollars ($15.00) shall be charged for each check returned for insufficient funds.

Leak Adjustment Rate

An incremental charge of seventy cents ($0.70) per 1,000 gallons shall be charged for all water billed in excess of the customer's historic usage for a water leak, that is determined by Public Service Commission rules to be eligible for an adjustment of the water service charge.

Hydrant Meter Deposit

A deposit of eight hundred dollars ($800.00) shall be charged for each water meter provided a customer requesting temporary water service from a fire hydrant for construction or other use approved by the Utility Board staff. The deposit shall be refunded without interest to the customer following return of the water meter undamaged and in proper operating condition, and following payment for water consumption as measured by the hydrant meter.

Customer Deposit

All new applicants for residential or other water service may be required to deposit (i) a minimum of fifty dollars ($50), or (ii) two-twelfths (2/12) of the annual estimated charge for water service, whichever is greater.

All new applicants for residential or other combined water and sewer service may be required to deposit (i) a minimum of one hundred dollars ($100), or (ii) two-twelfths (2/12) of the annual estimated charge for each service, whichever is greater.

CASTO & HARRIS INC., SPENCER, W. VA. RE-ORDER NO. 11145-B-02

Section II. That, in accordance with the requirements of Chapter 8, Article 11, Section 4 of the Code of West Virginia, 1931, as amended, the City of Parkersburg shall cause notice of the proposed adoption of this Ordinance to be published as a Class I-0 legal advertisement, with such publication being made at least five days before the City Council meeting at which this Ordinance is to be finally adopted, and with said notice meeting the other requirements set forth in Code §8-11-4;

Section III. That in accordance with the provisions of Chapter 24, Article 2, Section 4(b) of the Code of West Virginia, 1931, as amended, the rules and regulations and the rates and charges provided for herein shall be effective not sooner than 45 days from the date of adoption; and

Section IV. That, in accordance with the Public Service Commission's *Rules for the Construction and Filing of Tariffs*, 150 CSR 2, notice of this Ordinance shall be provided by (a) causing to be published the Commission's Tariff Form No. 12 as a Class II legal advertisement, with the first publication occurring within five days after the adoption of this Ordinance, in a qualified newspaper of general circulation in the area of Parkersburg, and (b) causing to be published a press release that contains the substance of Tariff Form No. 12, in a qualified newspaper of general circulation in the area of Parkersburg, (c) posting a notice that conforms with Tariff Form No. 12 in a conspicuous place at the Utility Board's business premises beginning the day after the City Council meeting at which this Ordinance is adopted and continuing for 30 days, and (d) filing with the Public Service Commission, within 5 days after adoption of this Ordinance, a copy of this Ordinance along with other information as required by Section 22.1.f. of the *Tariff Rules*.

Section V. All prior ordinances, or parts of ordinances, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section VI. This Ordinance shall be effective immediately upon adoption.

The schedule of rates, charges and fees herein established and fixed shall be effective on all bills rendered on and after November 26, 2004.

MOTION – Mr. Cheuvront moved, seconded by Mr. Fitcher, to adopt the ordinance on final reading.

At 7:52 PM, President Goff declared a public hearing open to give the citizens an opportunity to voice their opinion on this ordinance. No one appeared in favor of, nor opposed to, the ordinance, and the public hearing was declared closed at 7:53 PM.

VOTE – The ordinance was adopted by unanimous vote.

SHERRY L. BRUNETT

Being first duly sworn, says that the

"Public Hearing Notice - City of Parkersburg

Sewer Rate Ordinance"

Hereto attached was printed in the

XX Parkersburg News,

..... The Marietta AM,

XX The Parkersburg Sentinel,

A daily newspaper published in the City of Parkersburg, Wood County, West Virginia, for ONE successive weeks, the first publication and posting thereon being on the 2nd day of November 20 04, and subsequent publication on the N/A day (s) of ..... 20.....

Printer's Fee	$ 895.16
Notarized Signature	$ 2.00
Additional Copy Fee	$ .....
Total Due:	$ 897.16

By: [signature]

Subscribed and sworn to before me this 16th day of November 2004.

[signature]
Notary Public for Wood County, West Virginia

My commission expires: 2-23-14

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
MELANI ZYLA
1523 - 10th ST, PARKERSBURG, WV 26101
MY COMMISSION EXPIRES MARCH 23, 2014

11-2-04

NOTICE OF PUBLIC HEARING ON

SCHEDULE

Tariff Form No. 12
(Tariff Rule 44)

PUBLIC NOTICE OF CHANGE IN RATES BY MUNICIPALITIES

NOTICE is hereby given that the City of Parkersburg has adopted by ordinance on October 12, 2004, a tariff of the Parkersburg Utility Board containing increased rates and charges for furnishing water service to approximately 16,241 customers in and around the City of Parkersburg in the County of Wood.

The proposed increased rates and charges will become effective November 26, 2004, unless otherwise ordered by the Public Service Commission and will produce approximately $1,380,000 annually in additional revenue, an approximate increase of 27.8%. The average monthly bill based on 4,500 gallons of water usage for the various classes of customers will be changed as follows:

	($) INCREASE	INCREASE (%)
Residential	$ 4.76	24.7 %
Commercial	$ 4.83	25.4 %
Industrial	$ 4.82	25.4 %
Resale	$ N/A	N/A %
Other	$ N/A	N/A %

The Parkersburg Utility Board has no resale customers.

The Meter Charge for meter sizes 1" and above will increase by 20% as follows:

Meter Size (inches)	Charge per month
5/8 and 3/4	Included in Minimum Customer Charge
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

All new applicants for residential [illegible] may be required to deposit (1) a minimum of [illegible] (2) [illegible] annual estimated [illegible] service, whichever is greater.

All new [illegible] may be required to deposit (1) a minimum of [illegible] (2) [illegible] two-twelfths (2/12) of the [illegible] service, whichever is greater.

The increased [illegible] ed class. [illegible] then average [illegible] and are subject to change [illegible] by the Public Service Commission in its review of the filing. The Commission shall review and approve or modify the increased rates only upon the filing of a [illegible] thirty (30) days of the adoption of the ordinance changing [illegible] charges by:

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

(2) Any customer who is served by a municipally operated public utility and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Commission a petition alleging discrimination [illegible] Said petition shall be accompanied by evidence of discrimination or

(3) Any customer or group of customers who are affected by said change in rates who [illegible] the Commission [illegible] customers and other [illegible] Said petition [illegible]

All petitions [illegible] Commission [illegible] West Virginia [illegible]

A complete copy of the proposed rates, as well as a representative of the Parkersburg Utility Board to provide any information requested concerning it, is available to all customers, prospective customers or their agents at the following office of the Parkersburg Utility Board, 125 Nineteenth Street, Parkersburg, West Virginia 26101.

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

SHERRY L. BRUNETT

Being first duly sworn, says that the "City of Parkersburg Notice of Change in Rates by Municipalities"

Hereto attached was printed in the

XX Parkersburg News,

.....The Marietta AM,

.....The Parkersburg Sentinel,

A daily newspaper published in the City of Parkersburg, Wood County, West Virginia, for TWO successive weeks, the first publication and posting thereon being on the 16th day of October 2004, and subsequent publication on the 23rd day (s) of October 2004

Printer's Fee $ 288.12

Notarized Signature $ 2.00

Additional Copy Fee $.....

Total Due: $ 290.12

By: [signature]

Subscribed and sworn to before me this

25th day of October 2004.

Melani Zyla
Notary Public for Wood County, West Virginia

My commission expires 3-23-14

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
MELANI ZYLA
1629 - 19th ST, PARKERSBURG, WV 26101
MY COMMISSION EXPIRES MARCH 23, 2014

JOURNAL OF THE CITY COUNCIL, NO. 52

PARKERSBURG, W. VA., October 24, 2006

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 15706B-04

The Council of the City of Parkersburg met in regular session Tuesday, October 24, 2006, at 7:30 PM in the City Council Chambers on the second floor of the Municipal Building at One Government Square, Parkersburg, WV 26101.

The meeting was called to order by Council President, Dorsey Cheuvront, who presided over the meeting. Councilman Tom Joyce led the Lord's Prayer and the Pledge of Allegiance. The City Clerk noted the attendance and those present included Councilmen Don Godfrey, Jim Myers, Mike Reynolds, Tom Joyce, Jim Knapp, Demo Dukas, and Dorsey Cheuvront. Councilmen Brad Kimes and Sharyn Tallman were absent.

MINUTES – Mr. Reynolds moved to dispense with the reading of the journal and approve the minutes from October 10, 2006, and the motion was adopted by unanimous vote.

There were no reports from standing or special committees, nor a message from the executive. No one appeared in the public forum.

ORDINANCE, FINAL READING:

AN ORDINANCE AMENDING AND RE-ENACTING
SECTION 1729.01, ADOPTION, OF ARTICLE 1729,
NATIONAL ELECTRICAL CODE OF THE CODIFIED
ORDINANCES OF THE CITY OF PARKERSBURG

THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS that Section 1729.01 of Article 1729 of the Codified Ordinances of the City of Parkersburg be and are hereby amended and re-enacted as follows:

1729.01 ADOPTION

There is hereby adopted and incorporated by reference as if set out at length herein for the purpose of establishing rules and regulations for electrical work done in the City, whether the installation is temporary or permanent and whether for wiring, apparatus, equipment or for making extensions or change to present wiring, or for light or power and whether for premises, inside or outside or attached to buildings, that certain code known as the National Electrical Code, 2005, Tenth Edition, sponsored by the National Fire Protection Association.

MOTION – Mr. Reynolds moved, seconded by Mr. Joyce, to adopt the ordinance on final reading, and the motion was adopted by unanimous vote.

ORDINANCE, FINAL READING:

ABANDONMENT OF A PORTION OF AN UNNAMED 20 FOOT ALLEY
LYING NORTH OF 28TH STREET, SOUTH OF 29TH STREET,
EAST OF ROOSEVELT AVENUE, AND WEST OF MCKINLEY
AVENUE, PARKERSBURG CITY MAP 50

The Municipal Planning Commission of the City of Parkersburg has recommended the abandonment of an unnamed portion of a 20' alley situated between 2810 29th Street and 2807 28th Street;

WHEREAS, the City believes it proper to do so, and

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS that the following described property is hereby vacated and closed as a public thoroughfare.

Being situated in the City of Parkersburg, Wood County, West Virginia, and more particularly described as follows:

Beginning at the southwesterly comer of Lot 75 of Brookside Addition to the City of Parkersburg as shown in Plat Book 3, page 62, recorded in the Office of the Clerk of the County Commission of Wood County, West Virginia; thence with the northerly line of the unnamed-20 foot alley, in a easterly direction, a distance of 50 feet more or less, to the southeasterly comer of the aforementioned Lot 75; thence crossing said unnamed-alley, in a southerly direction, a distance of 20 feet more or less, to southerly line of the said unnamed 20 foot alley, in a westerly direction, a distance of 50 feet more or less, to the northwesterly comer of the aforementioned Lot 72; thence crossing said unnamed alley, in a northerly direction, a distance of 20 feet more or less, to the place of beginning.

This description was prepared by Randy Sheppard, LLS No. 860, and based on instruments of record. Reference is made to plat . of this survey, which plat is attached hereto and made a part of this description.

Mayor Robert D. Newell is accordingly authorized to execute a quitclaim deed conveying the interest of the City of Parkersburg to the abutting property owners upon the condition that the property owners execute and deliver to the City a permanent right-of-way and easement for the benefit of the City of Parkersburg, the Parkersburg Utility Board and all other utility companies, for ingress and egress over, along, and under said parcel for the installation, maintenance, location, relocation, and removal of all public utilities of any kind.

MOTION – Mr. Reynolds moved, seconded by Mr. Joyce, to adopt the ordinance on final reading, and the motion was adopted by unanimous vote.

ORDINANCE, FINAL READING:

AN ORDINANCE AMENDING AND RE-ENACTING SECTION 1737.01, ADOPTION, SECTION 1737.02, PROPERTY MAINTENANCE CODE AMENDMENTS, SECTION 1737.03, BUILDING CODE AMENDMENTS, SECTION 1737.04, PLUMBING CODE AMENDMENTS, SECTION 1737.05 MECHANICAL CODE AMENDMENTS, OF ARTICLE 1737, BUILDING CODE AND BY ADDING THE FOLLOWING SECTIONS TO SAID ARTICLE, RESIDENTIAL BUILDING CODE AMENDMENTS; EXISTING BUILDING CODE AMENDMENTS AND FUEL GAS CODE AMENDMENTS.

The Council of the City of Parkersburg Hereby Ordains that Sections 1737.01, 1737.02, 1737.03, 1737.04, and 1737.05 of Article 1737, Building Code of the Codified Ordinances of the City of Parkersburg be hereby amended and re-enacted and that said Article be further amended by adding certain new sections, all as follows:

1737.01 ADOPTION.

Except as otherwise provided in this article, the State Building Code as provided for in West Virginia Code 29-3-5(b) and as promulgated by the State Fire Marshall is hereby adopted by reference as though set forth verbatim herein.

1737.02 INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS

The following sections of the International Property Maintenance Code, as incorporated into the State Building Code, are hereby amended to read as set forth herein:

101.1 Title: These regulations shall be known as the Property Maintenance Code of the City of Parkersburg hereinafter referred to as the property maintenance code or "this code".

103.5 Fees: The fees for activities, and services performed by the department in carrying out its responsibilities under this code shall be indicated in the following schedule:

Fee Schedule: A fee for each plan examination, building permit and inspections shall be paid in accordance with the following schedule based upon the total costs of the work to be done under such permit:

0,000	1,000	$ 5.20
1,001	2,000	10.40
2,001	3,000	15.60
3,001	4,000	20.80
4,001	5,000	26.00
5,001	6,000	31.20
6,001	7,000	36.40
7,001	8,000	41.60
8,001	9,000	46.80
9,001	10,000	52.00
10,001	11,000	57.20
11,001	12,000	62.40
12,001	13,000	67.60
13,001	14,000	72.80
14,001	15,000	78.00
15,001	16,000	83.20
16,001	17,000	88.40
17,001	18,000	93.60
18,001	19,000	98.80
19,001	20,000	104.00
20,001	21,000	109.20
21,001	22,000	114.40
22,001	23,000	119.60
23,001	24,000	124.80
24,001	25,000	130.00
25,001	26,000	135.20
26,001	27,000	140.40
27,001	28,000	145.60
28,001	29,000	150.80
29,001	30,000	156.00
30,001	31,000	161.20
31,001	32,000	166.40
32,001	33,000	171.60
33,001	34,000	176.80
34,001	35,000	182.00
35,001	36,000	187.20
36,001	37,000	192.40
37,001	38,000	197.60
38,001	39,000	202.80
39,001	40,000	208.00
40,001	41,000	213.20
41,001	42,000	218.40
42,001	43,000	223.60
43,001	44,000	228.80
44,001	45,000	234.00
45,001	46,000	239.20

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46,001	47,000	244.40
47,001	48,000	249.60
48,001	49,000	254.80
49,001	50,000	260.00

$50,001 to $100,000 - $260.00 for 1st $50,000
$3.00 for each additional $1,000

$100,001 to $500,000 - $410.00 for 1st $100,000
$2.25 for each additional $1,000

$500,001 and up - $1,310.00 for 1st $500,000
$1.50 for each additional $1,000

Moving structure: $75.00.

Demolition of any structure: $35.00.

Grading permit: $10.00 each $1,000.

When, due to size or complexity of the project, a formal Plan Review is required by the Building Official, a Plan Review fee based on the following schedule shall be assessed. Any such fee must be paid prior to the issuance of a Building Permit.

0.000	-	50,000	$ 30.00
50,001.	-	100,000	30.00 1st $50,000 1.00 each additional $ 5,000
100,001.	-	500,000	$ 40.00 1st $100,000 1.50 each additional $10,000
500,001. and up			$115.00 1st $500,000 0.75 each additional $10,000

304.14 Insect Screens. During the period from April to November every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mess per 22 mm) and every swinging door shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

602.3 Heat supply. Every owner and operator of any building who rents, leases, or lets one or more dwelling unit, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from October to April to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

602.04 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from October to April to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.

2. Areas in which persons are primarily engaged in vigorous physical activities.

1737.03 INTERNATIONAL BUILDING CODE AMENDMENTS.

The following sections of the International Building Code, as incorporated into the State Building Code, are hereby amended to read as set forth herein:

101.1 Title: These regulations shall be known as the Building Code of the City of Parkersburg hereinafter referred to as "this code".

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the governing body shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management agency in an engineering report entitled "The Flood Insurance Study for the City of Parkersburg, dated April 28, 1990, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any

revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

3410.2 Applicability. Structures existing prior to April 28, 1990 in which there is work involving additions, alterations or changes of occupancy shall be made to conform to the requirements of this section or the provisions of Sections 3403 and 3407. The provisions in Sections 3410.2.1 through 3410.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, S and U. These provisions shall not apply to buildings with occupancies in Group H or I.

1737.04 INTERNATIONAL PLUMBING CODE AMENDMENTS.

The following sections of the International Plumbing Code, as incorporated into the State Building Code, are hereby amended to read as set forth herein:

101.1 Title: These regulations shall be known as the Plumbing Code of the City of Parkersburg hereinafter referred to as "this code".

106.6.6 Fee schedule. The fees for all plumbing work shall be as indicated in the following schedule: see Property Maintenance Code Section 103.5

106.6.3 Fee refunds. The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.

2. Not more than 50% percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The code official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

108.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $500.00 dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

108.5 Stop work orders. Upon notice from the code official, work on any plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not more than $500.00 dollars.

305.6.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 24 inches (mm) below finished grade at the point of septic connection. Building sewers shall be a minimum of 24 inches below grade.

904.1 Roof extension. All open vent pipes that extend through a roof shall be terminated at least 16 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof.

1737.05 INTERNATIONAL MECHANICAL CODE AMENDMENTS.

The following sections of the International Mechanical Code, as incorporated into the State Building Code, are hereby amended to read as set forth herein:

101.1 Title: This code shall be known as the Mechanical Code of the City of Parkersburg hereinafter referred to as the mechanical code of "this code".

106.5.2 Fee Schedule. The fees for mechanical work shall be as indicated in the following schedule: see Property Maintenance Code Section 103.5

106.5.3 Fee Refunds. The code official shall authorize the refunding of feels as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.

2. Not more than 50% percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

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108.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $500.00 dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

108.5 Stop work orders. Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than $500.00 dollars.

INTERNATIONAL RESIDENTIAL CODE AMENDMENTS.

The following sections of the International Residential Code, as incorporated in the State Building Code, are hereby amended to read as set forth herein:

R101.1 Title. These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of the City of Parkersburg, and shall be cited as such and will be referred to herein as "this code".

R301.2(1), Table: Climatic and Geographic Design Criteria (see table attached)

P2603.6.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 24 inches (mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 24 inches (mm) below grade.

P3103.1 Roof extension. All open vent pipes which extend through a roof shall be terminated at least 16 inches above the roof or 6 inches above the anticipated snow accumulation, except that where a roof is to be used for any purpose other that weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof.

INTERNATIONAL FUEL GAS CODE AMENDMENTS.

The following sections of the International Fuel Gas Code as incorporated into the State Building Code are hereby amended to read as set forth herein:

101.1 Title. These regulations shall be known as the Fuel Gas Code of the City of Parkersburg hereinafter referred to as "this code".

106.5.2 Fee schedule. The fees for work shall be as indicated in the following schedule. See Property Maintenance Code Section 103.5.

106.5.3 Fee refunds. The code official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder which was erroneously paid or collected.

2. Not more than 50% percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

108.4 Violation penalties. Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than $500.00 dollars. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

108.5 Stop work orders. Upon notice from the code official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not more than $500.00 dollars.

INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS.

The following sections of the International Existing Building Code as incorporated into the State Building Code are amended to read as set forth herein:

101.1 Title. These regulations shall be known as the Existing building Code of the City of Parkersburg, hereinafter referred to as "this code".

1201.2 Applicability. Structures existing prior to April 28, 1990, in which there is work involving additions, alterations, or changes of occupancy shall be made to conform to the requirements of this chapter or the provisions of

Chapters 4 through 10. The provisions of Section 1201.2.1 through 1201.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R and S. These provisions shall not apply to buildings with occupancies in Group H or Group I.

BE IT FURTHER ORDAINED BY THE COUNCIL OF THE CITY OF PARKERSBURG that if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional and

That nothing in this ordinance or in the Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

MOTION – Mr. Reynolds moved, seconded by Mr. Joyce, to adopt the ordinance on final reading, and the motion was adopted by unanimous vote.

ORDINANCE, FINAL READING:

ABANDONMENT OF A PORTION OF CHANECLLOR AVENUE
PARKERSBURG CITY MAP 91

The Municipal Planning Commission of the City of Parkersburg has recommended the abandonment of a portion of Chancellor Avenue.

WHEREAS, the City believes it proper to do so, and

NOW, THEREFORE, THE COUNCIL OF THE CITY OF PARKERSBURG HEREBY ORDAINS that the following described property is hereby vacated and closed as a public thoroughfare.

Situated in the City of Parkersburg, Wood County, West Virginia, and more particularly bounded and described as follows:

BEGINNING at a drill hole (set) in the northwesterly right of way line of Chancellor Avenue, being the common corner of C. O. Erickson (Deed Book 594, Page 351) and United Bank (Union Trust National Bank, Deed Book 703, Page 367), and being north 55 degrees 27 minutes East 132.00 feet from the northerly right of way line of Sixth Street,

THENCE: with the northwesterly right of way line of said Chancellor Avenue, the southeasterly line of said United Bank (Deed Book 703, Page 367), north 55 degrees 27 minutes east 44.00 feet to a concrete nail (set) in the southwesterly line of United Bank (Union Trust National Bank, Deed Book 668, Page 344),

THENCE: with the northeasterly teminus of said Chancellor Avenue, the southwesterly line of said United Bank (Deed Book 668, Page 344), South 34 degrees 35 minutes East 25.82 feet to a concrete nail (set).

THENCE: with the southeasterly right of way line of said Chancellor Avenue, and the line of said United Bank (Deed Book 668, Page 344), South 55 degrees 27 minutes West 44.00 feet to a concrete nail (set),

THENCE: across said Chancellor Avenue, North 34 degrees 35 minutes West 25.82 feet to the point of beginning and containing 1 J 36 square feet more or less.

Being an unimproved portion of Chancellor Avenue, referenced to City of Parkersburg Tax Map 91.

Subject to all rights of way, reservations, restrictive and protective covenants, utility easements, and oil, gas, and mineral leases of record in the chain of title in Wood County.

Mayor Robert D. Newell is accordingly authorized to execute a quitclaim deed conveying the interest of the City of Parkersburg to the abutting property owners upon the condition that the property owners execute and deliver to the City a permanent right-of-way and easement for the benefit of the City of Parkersburg, the Parkersburg Utility Board and all other utility companies, for ingress and egress over, along, and under said parcel for the installation, maintenance, location, relocation, and removal of all public utilities of any kind.

MOTION – Mr. Reynolds moved, seconded by Mr. Joyce, to adopt the ordinance on final reading, and the motion was adopted by unanimous vote.

ORDINANCE, FIRST READING:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF PARKERSBURG COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006D (WEST VIRGINIA SRF PROGRAM) AND COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006E (WEST VIRGINIA SRF PROGRAM) (COLLECTIVELY, THE "BONDS") FOR THE PURPOSE OF REFUNDING OF THE OUTSTANDING COMBINED WATERWORKS AND SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 2005A AND AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY AND PAYING THE COSTS OF ISSUANCE THEREOF, AND/OR TO ACT UPON ANY MEASURES RELATED TO THE FOREGOING

JOURNAL OF THE CITY COUNCIL, NO. 52

PARKERSBURG, W. VA., October 24, 2006

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 15706B-04

MOTION – Mr. Joyce moved, seconded by Mr. Knapp, to adopt the ordinance on first reading, and the motion was adopted by unanimous vote.

The Clerk submitted copies of annual reports of the Policemen's Pension and Relief Fund, and the Firemen's Pension and Relief Fund for the period July 1, 2005 through June 30, 2006.

MOTION – Mr. Joyce moved, seconded by Mr. Knapp, to receive and file the reports, and the motion was adopted by unanimous vote.

The meeting adjourned at 7:40 PM.

Connie Shaffer
City Clerk

Council President

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 15708B-04

The Council of the City of Parkersburg met in regular session Tuesday, November 14, 2006, at 7:30 PM in the Council Chambers on the second floor of the Municipal Building at One Government Square, Parkersburg, WV 26101.

The meeting was called to order by Council President, Dorsey Cheuvront, who presided over the meeting. Councilman Don Godfrey led the Lord's Prayer and the Pledge of Allegiance. The Clerk noted the attendance and those attending included Councilmen Don Godfrey, Brad Kimes, Jim Myers, Sharyn Tallman, Mike Reynolds, Tom Joyce, Jim Knapp, Demo Dukas, and Dorsey Cheuvront. Others attending included Mayor Robert D. Newell; City Attorney, Joseph Santer; and City Clerk, Connie Shaffer.

MINUTES – Mr. Kimes moved, seconded by Mr. Joyce, to dispense with the reading of the journal and approve the minutes from the meeting held October 24, 2006, and the motion was adopted by unanimous vote.

There were no reports from committees, nor and comments from Mayor Newell.

No one appeared to speak during the public forum. Councilman Jim Myers was given permission by President Cheuvront to speak at this time. Councilman Myers thanked everyone for voting for the recreation levy, although it did not pass by the required 60%, and stated he would continue to work towards having a skateboard for our youth.

RESOLUTION

WHEREAS, the City of Parkersburg (City) and the Parkersburg Utility Board (PUB) are self-insured employers, in the West Virginia Workers' Compensation Program;

WHEREAS, in order to save time, money and resources the City and the PUB have agreed to join together as a single unit for purposes of participating as self-insured employers in the West Virginia Workers' Compensation Program;

WHEREAS, the City and the PUB desire to establish and contribute to a joint Self-Insured Workers' Compensation Fund for that purpose; and

WHEREAS, in furtherance of this plan and to assure the equitable administration and protection of said Self-Insured Workers' Compensation Fund the parties desire to enter into a written agreement.

NOW THEREFORE BE IT RESOLVED By The Council of the City of Parkersburg that Mayor Robert D. Newell be and he is hereby authorized to execute that Self Funded Workers' Compensation Fund Agreement by and between the City and the Parkersburg Utility Board a copy of which agreement is attached hereto and made a part hereof.

SELF FUNDED WORKER'S
COMPENSATION FUND AGREEMENT

THIS AGREEMENT MADE and entered into this __ day of _____ 2006 by and between the City of Parkersburg (City) and the Parkersburg Utility Board (PUB).

WHEREAS the City and the PUB have agreed to join together as a single unit for purposes of participating as self insured employers in the West Virginia Workers' Compensation Program; and

WHEREAS the City and the PUB have further agreed to establish and contribute to a joint Self-Insured Workers' Compensation Fund for this purpose.

Now, therefore in furtherance of this plan and to assure the equitable administration and protection of said Self-insured Workers' Compensation Fund the City and the PUB agree as follows:

1. The Workers' Compensation Self-Insured Fund (Fund) will be administered by the City.

2. Contributions to the Fund shall be made at the beginning of each month by each of the parties and Which contributions shall be based on a fixed percentage of actual gross payroll paid for the prior month by the respective parties.

3. Anticipated Workers' Compensation expenses for both parties for any year shall be budgeted by the City in its yearly budget. This budgetary contribution for the City will subsequently be equated to a percentage of gross payroll. Once the percentage of gross payroll is so determined it shall immediately be communicated to the PUB for its budgeting process. Said percentage of actual gross payroll shall become effective on the same calendar date for both parties (usually July 1 of the Budget year). All contributions by the parties in a budget year shall be based on the said calculated percentage of actual gross payroll for each.

4. Workers' Compensation Fund monies shall only be utilized for the payment of the parties' respective Workers' Compensation claims and related administrative costs and which administrative cost are defined as Workers' Compensation fees, letter of credit fees and costs and claims agent costs. All costs to administer the Fund shall be shared and borne by and between the parties on a SO/50 basis. Fund monies may be invested for the joint benefit of the parties. Temporary excess monies in the Fund may be vested in a reasonable and liquid investment instrument. No other distributions or transfers of Fund monies are permissible nor shall such Fund monies be borrowed by either party for any purpose. All interest earned on any investments of the Fund shall be allocated to each of the parties based on a pro rata share of actual gross payroll. The calculation of income sharing shall be based on the most recent completed budget year and applied throughout the current year.

5. In the event the Fund becomes depleted or if a surplus exists the parties may jointly agree to adjust the contribution amounts to the Fund. In such a case the adjusted percentage of gross payroll will be calculated by the City based on the projected requirement of the fund and shall become effective on the same date for both parties. which the line of Credit monies are obtained.

6. All adjustments to the Fund shall be made through increased or reduced contributions and will be calculated as a percentage of gross payroll effective on the same date for both parties. All calculations, including the factors used, will be made by the City and submitted to the PUB in written form at the time they are adopted.

7. A report on the Fund, in the format provided, shall be submitted to the PUB by the City on a monthly basis. Copies of any and all investment statements shall be included in said monthly report.

WITNESS the following signatures and seals:

PARKERSBURG UTILITY BOARD
By: _____

CITY OF PARKERSBURG
By: _____

MOTION – Mr. Knapp moved, seconded by Mr. Joyce, to adopt the resolution, and the motion was adopted by unanimous vote.

ORDINANCE, SECOND READING:

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF PARKERSBURG COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006D (WEST VIRGINIA SRF PROGRAM) AND COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006E (WEST VIRGINIA SRF PROGRAM) (COLLECTIVELY, THE "BONDS") FOR THE PURPOSE OF REFUNDING OF THE OUTSTANDING COMBINED WATERWORKS AND SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 2005A AND AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY AND PAYING THE COSTS OF ISSUANCE THEREOF, AND/OR TO ACT UPON ANY MEASURES RELATED TO THE FOREGOING

MOTION – Mr. Joyce moved, seconded by Mr. Knapp, to adopt the ordinance on second reading, and the motion was adopted by unanimous vote.

ORDINANCE, FIRST READING:

AN ORDINANCE AMENDING AND RE-ENACTING SUBSECTION (m)
OF SECTION 779.01, DEFINITIONS, OF ARTICLE 779, BUSINESS
AND OCCUPATION TAX, OF THE CODIFIED ORDINANCES OF
THE CITY OF PARKERSBURG

MOTION – Mr. Reynolds moved, seconded by Mr. Joyce, to adopt the ordinance on first reading, and the motion was adopted by unanimous vote.

There was no other business to come before the Council, and the meeting adjourned at 7:35 PM.

Donna Shaffer
City Clerk

Council President

JOURNAL OF THE CITY COUNCIL, NO. 52

PARKERSBURG, W. VA., November 28, 2006

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 15706B-04

The Council of the City of Parkersburg met in regular session Tuesday, November 28, 2006, at 7:30 PM in the City Council Chambers on the second floor of the Municipal Building at One Government Square, Parkersburg, WV 26101.

The meeting was called to order by Council President, Dorsey Cheuvront, who presided over the meeting and led the Lord's Prayer and the Pledge of Allegiance. The Clerk noted the attendance and those present included Councilmen Don Godfrey, Brad Kimes, Jim Myers, Sharyn Tallman, Mike Reynolds, Tom Joyce, Jim Knapp, Demo Dukas, and Dorsey Cheuvront.

MINUTES – Mr. Kimes moved to dispense with the reading of the journal and approve the minutes from the meeting held November 14, 2006, and the motion was adopted by unanimous vote.

There were no reports from standing or special committees.

MESSAGE FROM THE EXECUTIVE – Mayor Robert D. Newell reported that on December 4, 2006, a meeting would be held to discuss possibilities for a skateboard, and we are expecting Senator Boley and Delegate Azinger to attend.

Mayor Newell also announced that just this evening, he received an anonymous call for a donation of $15,000.00 to purchase the Wetherell clock, which is on the agenda this evening, and asked council to consider that as they vote on the budget revision. He said he had also received some smaller donations and $1,000.00 from the Oakland Foundation.

PUBLIC FORUM – Mr. Shannon Kimes, Vienna resident, asked Council to consider several things concerning the clock such as how we would handle maintenance and broken parts, the cost of setting it up and making sure the time is accurate, environmental concerns such as lead paint, disposal costs or whether to re-build, being in the way of the sidewalk for handicapped persons, if we have had an independent appraisal, or if we had considered building a replica that may only cost $5,000.00. Mr. Kimes offered names and telephone numbers for clock companies. He also said that sometimes you don't really collected from pledges that people make.

Mr. Madison Williams offered $200.00 as a donation for the clock.

Mr. Bob Enoch, President of Wood County Preservation Society, spoke in favor of keeping the clock and said it would be a very positive sign for many people in the City to preserve our past. For those who would rather spend money for the children, Mr. Enoch believes this is doing something for our children. Last evening, their society approved $500.00 to help purchase the clock and challenged others throughout Wood County to keep it in the City to preserve our heritage for others to follow. The donations are tax deductible, he said.

Mr. Jim Miracle from that same society, said the clock should stay, and their organization will help collect money. He commended the Council Finance Committee for getting it to this level.

Mr. Steven Whitehair, Gladstone Street, told Council that on December 9, 2006, there would be a professional boxing event held in our City, including a title fight. Parkersburg will benefit from people coming a great distance to see this fight, and he asked the Mayor and Council to attend and show our support. Everyone one the card is from Parkersburg, he said, and the event is coming from Fairmont, WV. They will come back if it is successful, and they would like to build a training facility in Parkersburg.

The Clerk then read a communication from Mayor Newell appointing Mrs. Jan Crego, 1624 Washington Avenue, to the PHS/Washington Avenue Architectural Review Board for a term to expire February 14, 2006.

MOTION – Ms. Tallman moved, seconded by Mr. Kimes, to confirm the nomination, and the motion was adopted by unanimous vote.

The Clerk read communications from Mayor Robert D. Newell re-appointing Lewis Emrick, Ann Bennett, and Judy Ball to the Juliana Square Architectural Review Board through December 31.

MOTION – Mr. Reynolds moved, seconded by Mr. Myers, to confirm the nominations, and the motion was adopted by unanimous vote.

The Clerk read communications from Mayor Newell re-appointing Sharon Wharton, Francis Angelos, Van Angelo, Charlie Matthews, and Eric Gumm to the Municipal Planning Commission through December 31, 2009.

MOTION – Mr. Reynolds moved, seconded by Mr. Kimes, to confirm the nominations, and the motion was adopted by unanimous vote.

RESOLUTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Finance Director be authorized to request approval from the State Tax Commissioner for the following budget revision within the General Fund for fiscal year 2006-2007 prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists:

GENERAL FUND

Expenditures:

Dept.	Category	Increase	Decrease
750	Street	$161,175.00	

MOTION – Mr. Joyce moved, seconded by Mr. Knapp, to adopt the resolution, and the motion was adopted by unanimous vote.

RESOLUTION

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PARKERSBURG that the Finance Director be authorized to request approval from the State Tax Commissioner for the following budget revision within the General Fund for fiscal year 2006-2007 prior to the expenditure or obligation of funds for which no appropriation or insufficient appropriation currently exists:

GENERAL FUND

Expenditures:

Dept.	Category	Increase	Decrease
440	Buildings and Grounds	$30,000.00	
699	Contingency Fund		$30,000.00

MOTION – Ms. Tallman moved, seconded by Mr. Joyce, to table the resolution, and the motion was adopted by majority vote with all members voting "yes" with the exception of Mr. Kimes, Mr. Knapp, and Mr. Cheuvront, who voted "no".

RESOLUTION - The supplemental resolution providing as to principle amounts, dates, maturity dates, interest rates and other terms of the combined Waterworks and Sewerage System Refunding Bonds, series 2006D; and Refunding Revenue Bonds, Series 2006E, and making other provisions as to the bonds, was tabled.

MOTION – Mr. Joyce moved, seconded by Ms. Tallman, to table the resolution until December 12, 2006, and the motion was adopted by unanimous vote. (at the request of bond counsel.)

See next bond ordinance, final reading with public hearing on the next four pages.

JOURNAL OF THE CITY COUNCIL, NO. 52

PARKERSBURG, W. VA., November 28, 2006

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 15706B-04

(FORM OF SERIES 2006 E BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF PARKERSBURG
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BONDS, SERIES 2006 E
(WEST VIRGINIA SRF PROGRAM)

No. ER-____ $________

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF PARKERSBURG, ... [illegible]

JOURNAL OF THE CITY COUNCIL, NO. 52

PARKERSBURG, W. VA., November 28, 2006

CASTO & HARRIS, INC., SPENCER, WV RE: ORDER NO. 15706B-94

CASTO & HARRIS, INC., SPENCER, WV RE-ORDER NO. 15706B-04

MOTION – Mr. Joyce moved, seconded by Ms. Tallman, to adopt the ordinance on third and final reading.

At 7:52 PM Council President Cheuvront opened the floor for a public hearing to give the citizens an opportunity to voice their opinion on this ordinance.

No one appeared in favor of, nor opposed to, this ordinance, and the hearing was declared closed at 7:53 PM.

VOTE – The motion was adopted by unanimous vote.

ORDINANCE, FINAL READING:

AN ORDINANCE AMENDING AND RE-ENACTING SUBSECTION (m) OF SECTION 779.01, DEFINITIONS, OF ARTICLE 779, BUSINESS AND OCCUPATION TAX, OF THE CODIFIED ORDINANCES OF THE CITY OF PARKERSBURG

The Council of The City of Parkersburg Hereby Ordains That Section 779.01, Subsection (m) of Article 779 of the Codified Ordinances of the City of Parkersburg be hereby amended and re-enacted as follows:

§179.01 (m) "New Business"

"New Business" for the purpose of this article, means any business which has not maintained its principal place of business within the corporate limits of the City for one year next preceding its application for a tax exemption under this article. For the purposes of this article, the following shall not be deemed a "new business":

(1) Any business which has relocated from one location within the corporate limits of the City to another location within the same.

(2) Any business engaged in by a person who previously has engaged in all or in part of a business of substantially the same nature within the City.

(3) Any business with the same name or a substantially similar name to a previously existing business within the corporate limits and substantially of the same nature but engaged in by a different person or different combination of persons.

(4) Any business engaged in by the same person or any combination thereof and substantially of the same nature as a previously existing or existing business but having a different name.

(5) The purchase or lease of existing real property or the rental or lease thereof.

(6) Contracting as defined in subsection (m) hereof.
(Ord. 0-604. Passed 8-28-90.)

§779.01 (m) as presently enacted is attached the only proposed change is contained in the first line and changes the ten (10) year limitation to one (1) year.

MOTION – Ms. Tallman moved, seconded by Mr. Reynolds, to adopt the ordinance on final reading, and the motion was adopted by unanimous vote.

The Clerk presented a communication from The Parkersburg News and Sentinel reporting their circulation and qualifications for their newspaper.

MOTION – Mr. Reynolds moved, seconded by Mr. Kimes, to receive and file the communication, and the motion was adopted by unanimous vote.

Vice President Tallman presented two checks to the Mayor as contributions to purchase the Wetherell clock, and challenged others to do likewise. One check was from a local car dealership, and one was from her and her family.

There was no other business to come before the Council, and the meeting adjourned at 7:55 PM.

Connie Shaffer
City Clerk

Council President

THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

EXCERPT OF MINUTES ON ADOPTION
OF SUPPLEMENTAL RESOLUTION

The undersigned City Clerk of The City of Parkersburg (the "City") hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said City:

*** *** ***

The Council of the City met in regular session, pursuant to notice duly posted, on the 12th day of December, 2006, in Parkersburg, West Virginia, at the hour of 7:30 p.m.

PRESENT:	Robert D. Newell	- Mayor
	Dorsey Cheuvront	- Councilmember
	David Bradley Kimes	- Councilmember
	James Myers	- Councilmember
	Sharyn Tallman	- Councilmember
	Mike Reynolds	- Councilmember
	Tom Joyce	- Councilmember
	Jim Knapp	- Councilmember
	Demosthenes Dukas	- Councilmember
ABSENT:	Don Godfrey	- Councilmember

Dorsey Cheauvront, Councilmember, presided, and Connie Shaffer, acted as City Clerk. Mr. Cheauvront announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, Mr. Cheauvront presented a proposed Supplemental Resolution in writing entitled:

> SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM) AND COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM) OF THE CITY OF PARKERSBURG; APPROVING AND RATIFYING THE LOAN AGREEMENTS RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; APPROVING A CONFORMED ORDINANCE; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made and seconded, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

*** *** ***

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

CERTIFICATION

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

WITNESS my signature on this 14th day of December, 2006.

Connie Stapper
City Clerk

12/12/06
686870.00018

CH863424.1

NOTICE OF PUBLIC HEARING ON
THE CITY OF PARKERSBURG BOND ORDINANCE

A public hearing will be held on the following-entitled Ordinance at a regular meeting of the Council of The City of Parkersburg (the "City") to be held on Tuesday, November 28, 2006, at 7:00 p.m. in the Council Chambers at the City Hall, Third Street, Parkersburg, West Virginia, and at such hearing any person interested may appear before the Council and present protests, and all protests and suggestions shall be heard by the Council and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled.

ORDINANCE AUTHORIZING THE REFUNDING OF THE OUTSTANDING COMBINED WATERWORKS AND SEWERAGE SYSTEM BOND ANTICIPATION NOTES, SERIES 2005 A; AND AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF PARKERSBURG AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $10,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2006 D (WEST VIRGINIA SRF PROGRAM), AND NOT MORE THAN $6,000,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2006 E (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above-entitled Ordinance was approved by the Council on November 14, 2006.

The above-quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The City contemplates the issuance of the Bonds described in the Ordinance. The proceeds of the Bonds will be used to finance the refunding of the outstanding Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 2005 A, to finance the acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the City, to fund reserve accounts for each series of Bonds, and to pay for costs of issuance and related costs. The Bonds are payable solely from revenues to be derived from the ownership and operation of the public combined waterworks and sewerage system of the City. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

A certified copy of the above-entitled Ordinance is on file with the Council at the office of the City Clerk for review by interested parties during regular office hours.

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

Dated: November 17, 2006.

/s/Connie Shaffer
City Clerk

Nov 17, 24 N, S

MARY J. BUCK

Being first duly sworn, says that the

"Notice of Public Hearing"

Hereto attached was printed in the

XX Parkersburg News,

..... The Marietta AM,

XX The Parkersburg Sentinel,

A daily newspaper published in the City of Parkersburg, Wood County, West Virginia, for TWO successive weeks, the first publication and posting thereon being on the 17th day of November 2006, and subsequent publication on the 24th day (s) of November 2006.

Printer's Fee	$ 432.18
Notarized Signature	$ 2.00
Additional Copy Fee	$
Total Due:	$ 434.18

By: Mary J. Buck

Subscribed and sworn to before me this 29th day of November 2006.

Melani Zyla
Notary Public for Wood County, West Virginia

My commission expires 3-23-14

OFFICIAL SEAL
NOTARY PUBLIC, STATE OF WEST VIRGINIA
MELANI ZYLA
1629 - 19th ST. PARKERSBURG, WV 26101
MY COMMISSION EXPIRES MARCH 23, 2014

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

NEW ISSUE REPORT FORM

Date of Report: December 14, 2006

(See Reverse for Instructions)

ISSUE: The City of Parkersburg Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program)

ADDRESS: Parkersburg Utility Board, 125 19th Street, Parkersburg, West Virginia 26101 COUNTY: Wood

PURPOSE OF ISSUE: New Money: ____ Refunding: X

REFUNDS ISSUE(S) DATED: August 15, 2005

ISSUE DATE: December 14, 2006

CLOSING DATE: December 14, 2006

ISSUE AMOUNT: $ 9,000,000

RATE: 0% Interest; .5% Admin Fee

1ST DEBT SERVICE DUE: June 1, 2008

1ST PRINCIPAL DUE: June 1, 2008

1ST DEBT SERVICE AMOUNT: $ 75,000

PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Steptoe & Johnson PLLC
Contact Person: John C. Stump, Esquire
Phone: (304) 353-8196

UNDERWRITERS COUNSEL: Jackson Kelly PLLC
Contact Person: Samme Gee, Esquire
Phone: (304) 340-1318

CLOSING BANK: United Bank, Inc.
Contact Person: Kathy Smith
Phone: (304) 348-8427

ESCROW TRUSTEE: ____
Contact Person: ____
Phone: ____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: Pat Martin
Position: Comptroller
Phone: (304) 424-8535

OTHER: WV Department of Environmental Protection
Contact Person: Rosalie Brodersen
Function: Management Section Manager
Phone: (304) 926-0499 extension 1608

DEPOSITS TO MBC AT CLOSE:
By: ____ Wire ____ Check

____ Accrued Interest: $____
____ Capitalized Interest: $____
____ Reserve Account: $____
____ Other: ____ $____

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ____ Wire ____ Check ____ IGT

____ To Escrow Trustee: $____
____ To Issuer $____
____ To Cons. Invest. Fund $____
____ To Other: ____ $____

NOTES: ____

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

CL1117093.2

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

NEW ISSUE REPORT FORM

Date of Report: December 14, 2006

(See Reverse for Instructions)

ISSUE: The City of Parkersburg Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program)

ADDRESS: Parkersburg Utility Board, 125 19th Street, Parkersburg, West Virginia 26101 COUNTY: Wood

PURPOSE OF ISSUE: New Money: X
Refunding: _____

REFUNDS ISSUE(S) DATED: N/A

ISSUE DATE: December 14, 2006

CLOSING DATE: December 14, 2006

ISSUE AMOUNT: $ 4,372,600

RATE: 0% Interest; .5% Admin Fee

1ST DEBT SERVICE DUE: December 1, 2008

1ST PRINCIPAL DUE: December 1, 2008

1ST DEBT SERVICE AMOUNT: $36,439.00

PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Steptoe & Johnson PLLC
Contact Person: John C. Stump, Esquire
Phone: (304) 353-8196

UNDERWRITERS COUNSEL: Jackson Kelly PLLC
Contact Person: Samme Gee, Esquire
Phone: (304) 340-1318

CLOSING BANK: United Bank, Inc.
Contact Person: Kathy Smith
Phone: (304) 348-8427

ESCROW TRUSTEE: _____
Contact Person: _____
Phone: _____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: Pat Martin
Position: Comptroller
Phone: (304) 424-8535

OTHER: WV Department of Environmental Protection
Contact Person: Rosalie Brodersen
Function: Management Section Manager
Phone: (304) 926-0499 extension 1608

DEPOSITS TO MBC AT CLOSE:
By: ____ Wire
____ Check

____ Accrued Interest: $_____
____ Capitalized Interest: $_____
X Reserve Account: $ 145,772
____ Other: _____ $_____

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ____ Wire
____ Check
____ IGT

____ To Escrow Trustee: $_____
____ To Issuer $_____
____ To Cons. Invest. Fund $_____
____ To Other: _____ $_____

NOTES: _____

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

CL1117094.1

27B

The purpose of the NEW ISSUE REPORT FORM is to provide the WV Municipal Bond Commission with an early warning of three basic facts no later than the day of closing on any issue for which the Commission is to act as fiscal agent. These are:

1. Formal notification that a new issue is outstanding.
2. Date of first action or debt service.
3. Contact people should we lack documents, information, or funds needed to administer the issue by the date of the first action or debt service.

The commission recognizes that as bond transcripts become increasingly long and complex, it has become more difficult to assemble and submit them to the Commission within the 30 days specificed by the West Virginia Code 13-3-8. This notice is not intended to provide all the information needed to administer an issue, but to alert the Commission and ensure that no debt service payments are missed due to delays in assembling bond transcripts. If, at the time of closing, documents such as the ordinance and all supplements, debt service schedules, and a specimen bond or photostat are available and submitted with this form, it will greatly aid the Commission in the performance of its duties. These documents are needed to set up the proper accounts and to advise the issuer of monthly deposit requirements as far in advance of the first debt service as possible.

It is not necessary to complete all items if they are not pertinent to your issue. Indicate the County of the issuer. With PSDs that overlap more than one county, indicate the county of their business office. Complete "Rate" only if the issue has only one rate. Please complete a separate form for each series of an issue. Other important information can be recorded under "Notes."

Again, please submit this form on each new issue on the day of closing. If fund transfers into or out of the Commission at closing are required, please submit this form before closing. If no significant facts change by closing, no resubmission at closing is required. If, however, there are changes, please submit an updated form, with changes noted, at closing.

If you should have any questions concerning this form, please call the Commission.

THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

UNITED BANK, INC., Parkersburg, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of The City of Parkersburg (the "Issuer") enacted by the Issuer on November 28, 2006, and a Supplemental Resolution adopted by the Issuer on December 12, 2006 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program) and Combined Waterworks and Sewerage System Revenue Bonds Series 2006 E (West Virginia SRF Program), each dated December 14, 2006, in the respective aggregate principal amounts of $9,000,000 and $4,372,600 (collectively the "Bonds"), and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 14th day of December, 2006.

UNITED BANK, INC.

By Charles A. Robinson Vice President
Its: Authorized Officer

11.17.06
686870.00018

THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

ACCEPTANCE OF DUTIES AS REGISTRAR

The Huntington National Bank, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with The City of Parkersburg Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program) and Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), each dated December 14, 2006, in the respective aggregate principal amounts of $9,000,000 and $4,372,600 (collectively, the "Series 2006 Bonds"), and agrees to perform all duties of Registrar in connection with the Series 2006 Bonds, all as set forth in the Bond Legislation authorizing issuance of the Series 2006 Bonds.

WITNESS my signature on this 14th day of December, 2006.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

11.17.06
686870.00018

THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

CERTIFICATE OF REGISTRATION OF BONDS

The Huntington National Bank, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of The City of Parkersburg (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program), of the Issuer, dated December 14, 2006, in the principal amount of $9,000,000, numbered DR-1, and the single, fully registered Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), of the Issuer, dated December 14, 2006, in the principal amount of $4,372,600, numbered ER-1, were registered as to principal and interest 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 the Registrar.

WITNESS my signature on this 14th day of December, 2006.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

11.17.06
686870.00018

THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 14th day of December, 2006, by and between THE CITY OF PARKERSBURG, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $9,000,000 principal amount of Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program) and $4,372,600 principal amount of Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), in fully registered form (collectively, the "Series 2006 Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted November 28, 2006, and a Supplemental Resolution of the Issuer duly adopted December 12, 2006 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Series 2006 Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Series 2006 Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver the Series 2006 Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exemption of interest, if any, on the Series 2006 Bonds from federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER:	The City of Parkersburg c/o Parkersburg Utility Board 125 19th Street Parkersburg, West Virginia 26101 Attention: Manager
REGISTRAR:	The Huntington National Bank One Huntington Square Charleston, West Virginia 25301

8. The Registrar is hereby requested and authorized to authenticate and deliver the Series 2006 Bonds in accordance with the Bond Legislation.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

THE CITY OF PARKERSBURG

By: _____
Its: Mayor

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

12.04.06
686870.00018

EXHIBIT A

Bond Legislation included in bond transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

(On File With Issuer)

Division of Water and Waste Management
414 Summers Street, Second Floor
Charleston, West Virginia 25301
Phone (304) 558-4086
Fax (304) 558-5903

West Virginia Department of Environmental Protection

Bob Wise
Governor

Stephanie R. Timmermeyer
Cabinet Secretary

July 31, 2003

RECEIVED
AUG 08 2003

CLARENCE COX
PARKERSBURG UTILITY BD
125 19TH ST
PARKERSBURG, WV 26102

CERTIFIED RETURN RECEIPT REQUESTED

Dear Permittee:

Enclosed please find WV/NPDES Permit Number WV0023213 dated July 31, 2003.

The Division wishes to address the specific issues raised in the comment letter submitted by the Parkersburg Utility Board on the 8th of May 2003 and by the recommendations requested by the USEPA by its letter received the 13th of May 2003. We wish to address your comments in the same paragraph order as they were provided.

Comment No. 1 : Correct system description on backup generators

This change has been made as you requested.

Comment No. 2 : Correct system description on Lubeck PSD

This change has been made as you requested.

Comment No. 3 : Interim /Final effluent limitations and the interim time periods

The only interim limits in this permit are the pollutants silver and total residual chlorine. All other effluent limitations are final but due to the way that our electronic permit writer processes things we enter interim and final for all pollutants even though only the interim and final limits for silver and chlorine actually change. Also, because of the schedules contained in Administrative Order No 4566 we have decided to temporarily eliminate the sampling requirements for chlorine until PUB applies for the permit modification for the plant upgrading including dechlorination and installs the proper dechlorination equipment. Additionally, revisions have been made to Section C.14 and deletions of Sections C.14.a through C.14.e have been made dealing with the chlorine requirements. However, the Division feels that dechlorination needs to be made a priority in the actual construction sequence as dechlorination requirements have been in place in West Virginia WV/NPDES permits for six or seven years and this requirement needs to be addressed as quickly as possible.

Comment No. 4 : Request to omit Condition C.8 from permit

This permit condition is correct for the current treatment plant configuration. However, we have added a sentence to the condition stating that a plan of action is currently being prepared within the terms, schedules, and requirements found in Administrative Order 4566 and meet the conditions as stated in Condition C.8.

Comment No. 5 : Questions on the seven (7) day average definition and requirements in Section A and Condition C.13 of the permit

The seven day average definition is taken literally from 40 CFR Part 133 of the federal code. This definition establishes a time frame but does not state that a certain number of samples be used for this average. Since

establishes a time frame but does not state that a certain number of samples be used for this average. Since you will be collecting CBOD and TSS samples on a frequency of five per week, we would assume that five results would be used in this averaging. However, there may be times that you might collect additional samples over and above the five required and by this definition those additional samples would need to be included in the averaging calculations. Therefore, no changes are being made on this request.

Comment No. 6 : Questions on the basis for TKN requirements

The TKN limit has been a part of WV/NPDES permits since the programs inception. This limit is issued to protect the un-ionized ammonia and the dissolved oxygen water quality standards. In PUB's case, these are the identical limits that were imposed as technology based limits in the previous permit. The mass limitations for TKN are based upon the currently established 9.66 MGD design flow, but we realize that upon the construction of the plant upgrade and the increase of the design flow, the mass limits will need to be modified. Also, the Division has reviewed PUB's compliance with the previous TKN limits in the permit and PUB should be able to comply with these limits. Therefore, no changes are being made at this time.

Comment No. 7 : Questions concerning the metals monitoring and monitoring frequency

We agree that reasonable potential assessment has shown that only the pollutant silver exhibits the need to impose a water quality-based effluent limitation. However, PUB operates an approved pretreatment program with local limits imposed for the metals. The pretreatment program requires influent and effluent monitoring of these pollutants on a quarterly frequency. That is why all the metal pollutants continue to have monitoring requirements with a 1/quarter frequency imposed. Also, because an actual limit has been developed for silver, the monitoring frequency for silver shall be 1/Month. Therefore, no changes were made on this request.

Comment No. 8 : Questions on 18 month time frame for TRC and metals sampling

See Comments 3 and 7

Comment No. 9 : Questions on 18 month time frame

See Comments 3 and 7

Comment No. 10 : 85% removal efficiency requirements for CBOD and TSS

The 85% removal efficiency monthly average limitations for CBOD and TSS are imposed based upon the Secondary Treatment Regulation found in 40 CFR Part 133. As discussed previously, in 40 CFR 133.103 (d) of the regulation, there is a mechanism to authorize a lower percent removal requirement but PUB will need to meet one of allowances before relief can be granted. We have also looked at the additional data that Wayne has calculated to determine what the past removal efficiency's have been. We wish to thank Wayne for his additional work in providing this data for our review. Our review appears to indicate that PUB will be able to comply with the TSS and the CBOD5 removal efficiencies. We recognize that there have been a few months in the past that did exceed the limits we are proposing. However, we also know that most exceedances have occurred sporatically during wet periods of the year. We also know that with the Plan of Action being developed by PUB, this issue will have to be reviewed again very soon. Therefore, no changes have been made on this request at this time.

Comment No. 11 : Questions on 18 month time frame for dechlorination

See Comment 3

Comment No. 12 : Questions on TKN mass limitations

See Comment 6

Comment No. 13 : Questions on quarterly sampling on metals

See Comment 7

Comment No. 14 : Questions on the total residual chlorine limitations

The chlorine limit originally imposed in this permit was based upon the technical support document (TSD) of the USEPA dealing with water quality-based effluent limitations for toxic pollutants and also the Division's mixing zone guidance. We believe the limit has been properly developed. However, as previously discussed we are modifying this requirement and removing the chlorine requirement until the modification for the plant upgrade is submitted. Also, be aware that upon the implementation of a chlorine limitation, a compliance evaluation level of 100ug/l will be included in the permit modification.

Comment No. 15 : Questions on 18 month time frame

See Comment 3

Comment No. 16 : Questions on quarterly metals testing

See Comment 7

Comment No. 17 : Questions on the silver limitations imposed

The Division feels that the total recoverable silver limitation is a properly developed water quality-based effluent limitation. We understand that one of your primary contributors of silver to your system is no longer operating. However, based upon the data provided, we feel that the silver limit is appropriate. Additionally, the monitoring data provided by PUB shows that the effluent could potentially violate the WQBEL for silver. Therefore, the Division is giving PUB 18 months to evaluate the system and maybe collect additional monitoring data to see if this silver is now a pollutant of concern. Therefore, no changes have been made on this request.

Comment No. 18 : Questions on 18 month time frame

See Comment 3

Comment No. 19 : Questions on phenolics sampling

The phenolics monitoring requirements are based upon ORSANCO water quality standard and the pretreatment program requirements. No changes will be made on this question.

Comment No. 20 : Questions on the 85% removal efficiency limitations for CBOD and TSS

See Comment 10

Comment No. 21 : Clarification of the 1/week composite requirements in the sewage sludge management language

Section D.18 of the permit defines the 1/week composite requirements. Our sludge coordinator in the office advises that your sampling composition measures meet or exceed the requirements.

Comment No. 22 : Questions on the compliance schedule for the silver effluent limitation requirements

See Comment 17

Comment No. 23 : Questions on the compliance schedule - milestone 3

Language has been added to this milestone addressing the compliance schedule in Administrative Order 4566 as requested

Comment No. 24 : Questions on the compliance schedule - milestone 4

The milestone has been rewritten somewhat to address your concerns.

Comment No. 25 : Clarification on Section C.1 of the permit

We have revised Section C.1 to clarify the requirement. The treatment plant as well as the lift stations shall be protected from physical damage during a 100 year flood event. However, only the treatment plant must remain operational during a 25 year flood event. This does not relieve PUB of its responsibility to properly operate and maintain its entire system including the collection system at all times.

Comment No. 26 : Request to remove unnecessary language from Section C.3 of the permit

The Division has removed the last sentence of Section C.3 as you requested.

Comment No. 27 : Request omission of Section C.8 of the permit

The Division has included additional language to Section C.8 which clarifys that the Plan of Action is being implemented within the terms and conditions of Administrative Order 4566

Comment No. 28 : Questions on seven day average requirements

See Comment 5

Comment No. 29 : Questions on C.13 of permit

The 29-31 days of each month are not unregulated because they must be included in any monthly average calculation. We have specified the weekly average time frames in order for all of our facilities to be consistent in the way that they implement this condition. No changes to the permit have been made on this comment.

Comment No. 30 : Questions dealing with the treatment facility site stormwater requirements - Comments 30 through 33

The Division wishes to clarify Sections C.15 through C.18 of this permit. These Sections deal with the recent stormwater requirements mandated. These permit requirements are based upon on the multi-sector stormwater general permit requirements. There are no permit stormwater discharge limitations imposed. Discharge monitoring is initially required and the benchmark values are used to determine when sampling can be discontinued or to determine when revisions to the PUB's stormwater pollution prevention plan BMPs need to be made. Also, revisions to the SWPPP do not require a modification of the permit. Therefore no changes have been made concerning these comments.

Comment No. 34 : Questions on quarterly monitoring of metals found in pretreatment program conditions

See Comment 7

Comment No. 35 : Questions on annual priority pollutant scan for pretreatment program

The 1/year monitoring frequency for the priority pollutant scan contained in the pretreatment program Section E.5.c of the permit is the frequency recommended by USEPA as it relates to approved pretreatment programs and is the frequency that the Division feels is appropriate. Therefore, no changes have been made for this request.

Comment No. 36 : Typographical error in E.5.d

This correction has been made as requested.

Comment No. 37 : Questions on monthly geometric mean for fecal coliform sample results and the definition in Appendix A.III.7.i

The Division understands that the definition stated in Appendix A - Section III.7.i uses the term geometric average instead of geometric mean. We believe that these terms have the same meaning. Also, the permit limitation for monthly fecal coliform as it appears in Section A of this permit and on the Discharge Monitoring Reports specifically state that the limit is a monthly geometric mean. Therefore, no changes have been made on this question.

We also must address the comments made by the USEPA on the draft permit. They have requested that mass limitations be imposed to comply with the anti-backsliding regulations. Therefore, mass limitations have been imposed for the CBOD5 and TSS pollutant parameters.

Additionally, because of the ongoing wet-weather sanitary sewer overflow issues being dealt with by PUB and this Division, please find attached Amendment No. 1 to Administrative Order No. 4566 that was originally issued on August 26, 2002. This amendment contains order effluent limitations while PUB and this Division addresses the ongoing sanitary sewer overflow issues and the long-term compliance schedule provided for in this Order. Because this is an Agreed Order, your signature is required on this amendment showing your agreement.

Please note that a Discharge Monitoring Report (DMR) is to be completed and submitted to this Division each month. It is suggested that several copies of the enclosed DMR forms be made for your future use, as this Division does not supply permittees with DMR forms.

Finally note that copies of all future correspondence regarding the permit including copies of DMRs must be forwarded to the Field Inspector and Field Supervisor at the following address:

Department of Environmental Protection
Environmental Enforcement
2311 Ohio Ave.
Parkersburg, WV 26101

Also, please note the attachment to this permit which describes the annual permit fee requirement. Reissuance of your permit does not change the annual fee billing cycle.

If you have any questions, please contact Bob Bates of this Division at (304) 558-4086 or our TDD number (304) 558-2751.

Sincerely,

Allyn G. Turner
Director

AGT:bb

Enclosures

Permit Number: WV0023213

Permittee: PARKERSBURG UTILITY BD

cc: Bureau of Public Health
Construction Assistance
Env. Insp. Supv.
Env. Insp.
Environmental Enforcement
ORSANCO
Public Service Commission
US EPA
WV Soil Conservation

STATE OF WEST VIRGINIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER AND WASTE MANAGEMENT
414 SUMMERS STREET, SECOND FLOOR
CHARLESTON, WV 25301

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
WATER POLLUTION CONTROL PERMIT

NPDES PERMIT NO.: WV0023213
SUBJECT: Sewage

ISSUE DATE: July 31, 2003
EFFECTIVE DATE : August 30, 2003
EXPIRATION DATE: June 30, 2008
SUPERSEDES: Permit No. WV0023213 dated April 10, 1995

LOCATION:	PARKERSBURG	Wood	Middle Ohio River 2
	(City)	**(County)**	**(Drainage Basin)**

See the next page for a list of Outlets.

TO WHOM IT MAY CONCERN:

This is to certify that: PARKERSBURG UTILITY BD
125 19TH ST
PARKERSBURG, WV 26102

is hereby granted a West Virginia NPDES Water Pollution Control Permit to:
operate and maintain an existing 9.66 MGD wastewater treatment facility consisting of one (1) 37,400 gallon aerated grit chamber, one parshall flume with ultrasonic flow meter, two (2) 4,418 square foot circular primary clarifiers, two (2) 4,500 square foot rectangular primary clarifiers, 36 air driven rotating biological contactors with a total media area of 4.2 million square feet, four (4) 5,000 square foot rectangular secondary clarifiers, two (2) 71,966 gallon gravity sludge thickeners, three (3) 373,195 gallon anaerobic primary sludge digestors, two (2) 570,882 gallon secondary sludge digestors, chlorine disinfection with two (2) 125,000 gallon contact chambers, three (3) air blowers, sludge storage shed, two (2) on-site emergency generators, effluent pumping station, 16 pump stations, 203 miles of gravity sewer and force main, 4,693 manholes and all necessary appurtenances. Also, to implement a POTW Pretreatment Program.

The system is designed to serve a maximum population equivalent of 78,015 persons in the City of Parkersburg and its surrounding environs, and the City of Vienna and to discharge treated effluent to the Ohio River at Mile Point 183.3.

This permit is subject to the following terms and conditions :
The information submitted on and with Permit Application No. WV0023213, dated the 9th day of October 2002, is all hereby made terms and conditions of this Permit with like effect as if all such permit application information was set forth herein, and with other conditions set forth in Sections A, B, C, D,E and Appendix A.

The validity of this permit is contingent upon the payment of the applicable annual permit fee, as required by Chapter 22, Article 11, Section 10 of the Code of West Virginia.

Inspectable Unit	Latitude	Longitude	Receiving Stream	Dist. to Stream Mouth (in Mile)	Milepost
001	39°17'03"	81°33'40"	OHIO RV	N/A	183.3
002	39°16'58"	81°33'23"	POND RN	N/A	N/A
003	39°16'52"	81°33'22"	POND RN	N/A	N/A
004	39°16'50"	81°33'22"	POND RN	N/A	N/A
S01	39°17'03"	81°33'40"	N/A	N/A	N/A

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Interim Limitations

Year Round

During the period beginning August 30, 2003 and lasting through midnight January 31, 2005 the permittee is authorized to discharge from Outlet Number(s) 001 (Sanitary)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations							Monitoring Requirements	
	Quantity		Units	Other Units			Units	Measurement Frequency	Sample Type
Flow,in Conduit or thru plant (Year Round) (ML-1)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mgd	Continuous	measured
See Section C.8 and C.9 for additional information									
BOD, Carbonaceous 5day (Year Round) (ML-B)	2014 Avg. Monthly	3223 7 Day Average	Lbs/Day	N/A	25 Avg. Monthly	40 7 Day Average	mg/l	5/week	24 hr Composite
See Section C.13 for additional information									
Total Suspended Solids (Year Round) (ML-A)	2417 Avg. Monthly	3625 7 Day Average	Lbs/Day	N/A	30 Avg. Monthly	45 7 Day Average	mg/l	5/week	24 hr Composite
See Section C.13 for additional information									
Nitrogen, Kjeldahl Total (Year Round) (ML-A)	2175 Avg. Monthly	2900 Max. Daily	Lbs/Day	N/A	27 Avg. Monthly	36 Max. Daily	mg/l	1/week	24 hr Composite
Coliform, Fecal (Year Round) (ML-A)	N/A	N/A	N/A	N/A	200 Mo. Geo. Mean	400 Max. Daily	Cnts/100ml	5/week	Grab
See Section C.10 for additional information									
pH (Year Round) (ML-A)	N/A	N/A	N/A	6 Inst. Min.	N/A	9 Inst. Max.	S.U.	1/daily	Grab
Arsenic, Total (As AS) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Cadmium, Total (As Cd) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Copper, Total (as Cu) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Effluent CBOD5 samples shall be collected at a location immediately preceding disinfection. All other effluent samples shall be collected at or as near as possible to the point of discharge.

This discharge shall not cause violation of Title 46, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Interim Limitations

Year Round

During the period beginning August 30, 2003 and lasting through midnight January 31, 2005 the permittee is authorized to discharge from Outlet Number(s) 001 (Sanitary)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations							Monitoring Requirements	
	Quantity		Units		Other Units		Units	Measurement Frequency	Sample Type
Lead, Total (as Pb) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Chromium, Total (As Cr) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Silver, Total (as Ag) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Cyanide, Weak Acid Dissociable (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Grab
See Section C.12 for additional information									
Silver, Total Recoverable (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/month	24 hr Composite
See Section C.12 for additional information									
Mercury, Total (As Hg) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Cyanide, Total (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Grab
See Section C.12 for additional information									
Zinc, Total (As Zn) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Phenolics, Total (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Grab
See Section C.12 for additional information									

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Effluent CBOD5 samples shall be collected at a location immediately preceding disinfection. All other effluent samples shall be collected at or as near as possible to the point of discharge.

This discharge shall not cause violation of Title 46, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Interim Limitations

Year Round

During the period beginning August 30, 2003 and lasting through midnight January 31, 2005 the permittee is authorized to discharge from Outlet Number(s) 001 (Sanitary)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations							Monitoring Requirements	
	Quantity		Units		Other Units		Units	Measurement Frequency	Sample Type
Solids, % Removal (Year Round) (ML-K)	N/A	N/A	N/A	N/A	85 Avg. Monthly	N/A	Percent	8/month	Calculated
See Section C.4 for additional information									
Chromium, Hexavalent (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Total Nickel (As Ni) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
CBOD, % Removal (Year Round) (ML-K)	N/A	N/A	N/A	N/A	85 Avg. Monthly	N/A	Percent	8/month	Calculated
See Section C.4 for additional information									

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Effluent CBOD5 samples shall be collected at a location immediately preceding disinfection. All other effluent samples shall be collected at or as near as possible to the point of discharge.

This discharge shall not cause violation of Title 46, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning January 31, 2005 and lasting through midnight June 30, 2008 the permittee is authorized to discharge from Outlet Number(s) 001 (Sanitary)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations							Monitoring Requirements	
	Quantity		Units		Other Units		Units	Measurement Frequency	Sample Type
Flow,in Conduit or thru plant (Year Round) (ML-1)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mgd	Continuous	measured
See Section C.8 and C.9 for additional information									
BOD, Carbonaceous 5day (Year Round) (ML-B)	2014 Avg. Monthly	3223 7 Day Average	Lbs/Day	N/A	25 Avg. Monthly	40 7 Day Average	mg/l	5/week	24 hr Composite
See Section C.13 for additional information									
Total Suspended Solids (Year Round) (ML-A)	2417 Avg. Monthly	3625 7 Day Average	Lbs/Day	N/A	30 Avg. Monthly	45 7 Day Average	mg/l	5/week	24 hr Composite
See Section C.13 for additional information									
Nitrogen, Kjeldahl Total (Year Round) (ML-A)	2175 Avg. Monthly	2900 Max. Daily	Lbs/Day	N/A	27 Avg. Monthly	36 Max. Daily	mg/l	1/week	24 hr Composite
Coliform, Fecal (Year Round) (ML-A)	N/A	N/A	N/A	N/A	200 Mo. Geo. Mean	400 Max. Daily	Cnts/100ml	5/week	Grab
See Section C.10 for additional information									
pH (Year Round) (ML-A)	N/A	N/A	N/A	6 Inst. Min.	N/A	9 Inst. Max.	S.U.	1/daily	Grab
Arsenic, Total (As AS) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Cadmium, Total (As Cd) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Copper, Total (as Cu) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Effluent CBOD5 samples shall be collected at a location immediately preceding disinfection. All other effluent samples shall be collected at or as near as possible to the point of discharge.

This discharge shall not cause violation of Title 46, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning January 31, 2005 and lasting through midnight June 30, 2008 the permittee is authorized to discharge from Outlet Number(s) 001 (Sanitary)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations							Monitoring Requirements	
	Quantity		Units		Other Units		Units	Measurement Frequency	Sample Type
Lead, Total (as Pb) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Chromium, Total (As Cr) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Silver, Total (as Ag) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Cyanide, Weak Acid Dissociable (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Grab
See Section C.12 for additional information									
Silver, Total Recoverable (Year Round) (ML-A)	N/A	N/A	N/A	N/A	0.012 Avg. Monthly	0.024 Max. Daily	mg/l	1/month	24 hr Composite
See Section C.12 for additional information									
Mercury, Total (As Hg) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Cyanide, Total (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Grab
See Section C.12 for additional information									
Zinc, Total (As Zn) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Phenolics, Total (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	Grab
See Section C.12 for additional information									

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Effluent CBOD5 samples shall be collected at a location immediately preceding disinfection. All other effluent samples shall be collected at or as near as possible to the point of discharge.

This discharge shall not cause violation of Title 46, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.001 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning January 31, 2005 and lasting through midnight June 30, 2008 the permittee is authorized to discharge from Outlet Number(s) 001 (Sanitary)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations							Monitoring Requirements	
	Quantity		Units		Other Units		Units	Measurement Frequency	Sample Type
Solids, % Removal (Year Round) (ML-K)	N/A	N/A	N/A	N/A	85 Avg. Monthly	N/A	Percent	8/month	Calculated
See Section C.4 for additional information									
Chromium, Hexavalent (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
Total Nickel (As Ni) (Year Round) (ML-A)	N/A	N/A	N/A	N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	mg/l	1/quarter	24 hr Composite
See Section C.12 for additional information									
CBOD, % Removal (Year Round) (ML-K)	N/A	N/A	N/A	N/A	85 Avg. Monthly	N/A	Percent	8/month	Calculated
See Section C.4 for additional information									

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):

Effluent CBOD5 samples shall be collected at a location immediately preceding disinfection. All other effluent samples shall be collected at or as near as possible to the point of discharge.

This discharge shall not cause violation of Title 46, Series 1, Section 3, of the West Virginia Legislative Rules issued pursuant to Chapter 22B, Article 3.

A.002 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning August 30, 2003 and lasting through midnight June 30, 2008 the permittee is authorized to discharge from Outlet Number(s) 002 (Storm Water Runoff)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations							Monitoring Requirements	
	Quantity		Units		Other Units		Units	Measurement Frequency	Sample Type
BOD, 5-Day 20 Deg.C (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Total Suspended Solids (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Ammonia Nitrogen (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Coliform, Fecal (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	Cnts/100ml	1/6 months	Grab
pH (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	S.U.	1/6 months	Grab
Chem. Oxygen Demand (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Oil and Grease, Hexane EXTR. (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Samples shall be collected at, or as close 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.003 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning August 30, 2003 and lasting through midnight June 30, 2008 the permittee is authorized to discharge from Outlet Number(s) 003 (Storm Water Runoff)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations							Monitoring Requirements	
	Quantity		Units	Other Units			Units	Measurement Frequency	Sample Type
BOD, 5-Day 20 Deg.C (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Total Suspended Solids (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Ammonia Nitrogen (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Coliform, Fecal (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	Cnts/100ml	1/6 months	Grab
pH (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	S.U.	1/6 months	Grab
Chem. Oxygen Demand (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Oil and Grease, Hexane EXTR. (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Samples shall be collected at, or as close 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.004 DISCHARGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning August 30, 2003 and lasting through midnight June 30, 2008 the permittee is authorized to discharge from Outlet Number(s) 004 (Storm Water Runoff)

Such discharges shall be limited and monitored by the permittee as specified below:

Effluent Characteristic	Discharge Limitations						Monitoring Requirements		
	Quantity		Units		Other Units		Units	Measurement Frequency	Sample Type
BOD, 5-Day 20 Deg.C (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Total Suspended Solids (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Ammonia Nitrogen (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Coliform, Fecal (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	Cnts/100ml	1/6 months	Grab
pH (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	S.U.	1/6 months	Grab
Chem. Oxygen Demand (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab
Oil and Grease, Hexane EXTR. (Year Round) (ML-1)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max. Daily	mg/l	1/6 months	Grab

Samples taken in compliance with the monitoring requirements specified above shall be taken at the following location(s):
Samples shall be collected at, or as close 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.S01 SEWAGE SLUDGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning July 13, 2003 and lasting through midnight June 12, 2008 the permittee is authorized to dispose sludge in accordance with the following from Outlet Number S01 (Sludge)

Effluent Characteristic	Quantity		Units	Limitations	Other Units		Units	Monitoring Requirements Measurement Frequency	Sample Type
Coliform, Fecal (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max.	col/gr	1/quarter	Grab
pH (Year Round) (ML-+)	N/A	N/A	N/A	Rpt Only Min.	N/A	Rpt Only Max.	S.U.	1/quarter	Grab
Arsenic, Sludge Tot. Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	20 Max.	mg/kg	1/quarter	1/wk Comp
Cadmium,Sludge,Tot Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	39 Max.	mg/kg	1/quarter	1/wk Comp
Chromium, Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	1000 Max.	mg/kg	1/quarter	1/wk Comp
Copper,Sludge,Tot,Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	1500 Max.	mg/kg	1/quarter	1/wk Comp
Lead, Dry. Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	250 Max.	mg/kg	1/quarter	1/wk Comp
Mercury, Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	10 Max.	mg/kg	1/quarter	1/wk Comp
Molybdenum,Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	18 Max.	mg/kg	1/quarter	1/wk Comp

A.S01 SEWAGE SLUDGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning July 13, 2003 and lasting through midnight June 12, 2008 the permittee is authorized to dispose sludge in accordance with the following from Outlet Number S01 (Sludge)

Effluent Characteristic	Quantity		Units	Limitations	Other Units		Units	Monitoring Requirements: Measurement Frequency	Monitoring Requirements: Sample Type
Nickel, Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	200 Max.	mg/kg	1/quarter	1/wk Comp
Selenium,Sludge,Tot. Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	36 Max.	mg/kg	1/quarter	1/wk Comp
Zinc, Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	2800 Max.	mg/kg	1/quarter	1/wk Comp
Calcium, Total (as Ca) (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max.	mg/kg	1/quarter	1/wk Comp
Solids, Total Sludge Percent (Year Round) (ML-+)	N/A	N/A	N/A	Rpt Only Min.	Rpt Only Avg.	Rpt Only Max.	Percent	1/quarter	1/wk Comp
Potassium, Sludge Tot. Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max.	mg/kg	1/quarter	1/wk Comp
Phosphorus,Sludge,Tot,Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max.	mg/kg	1/quarter	1/wk Comp
Nitrogen, Ammonia Tot. Dry Wt. (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max.	mg/kg	1/quarter	1/wk Comp
Nitrogen, Sludge Tot. Dry Wt (Year Round) (ML-+)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max.	mg/kg	1/quarter	1/wk Comp

A.S01 SEWAGE SLUDGE LIMITATIONS AND MONITORING REQUIREMENTS:

Final Limitations

Year Round

During the period beginning July 13, 2003 and lasting through midnight June 12, 2008 the permittee is authorized to dispose sludge in accordance with the following from Outlet Number S01 (Sludge)

Effluent Characteristic	Limitations							Monitoring Requirements	
	Quantity		Units		Other Units		Units	Measurement Frequency	Sample Type
Organic Nitrogen (Year Round) (ML→)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max.	mg/kg	1/quarter	1/wk Comp
Magnesium,Tot (as Mg) (Year Round) (ML→)	N/A	N/A	N/A	N/A	N/A	Rpt Only Max.	mg/kg	1/quarter	1/wk Comp

B. SCHEDULE OF COMPLIANCE

1. **The permitee shall achieve compliance with the provisions for waste treatment and the monitoring requirements specified in the permit in accordance with the following schedule :**

Oct 31, 2003:	Submit complete plans and specifications per the compliance schedule of Administrative Order 4566 to address any additional units or construction needed to meet the final total residual chlorine permit effluent limitation.
Oct 31, 2003:	Develop and implement a stormwater pollution prevention plan in accordance with Section C.17 of this permit.
Jul 31, 2004:	Submit a report on the permittee's progress to reduce levels of silver in the facility's effluent.
Jan 31, 2005:	Complete silver reduction or other measures in order to meet the final permit effluent limitation for total recoverable silver.

2. **Reports of compliance or non-compliance with, and progress reports on interim and final requirements contained in the above compliance schedule, if any, shall be postmarked no later than 14 days following each schedule date.**

Section C - Other Requirements

1. The herein-described treatment facility, structures, electrical and mechanical equipment including lift stations shall be adequately protected from physical damage by the maximum expected one hundred (100) year flood level. Operability of the treatment facility itself shall be maintained during the twenty-five (25) year flood level.
2. The entire sewage treatment facility shall be adequately protected by fencing.
3. The proper operation and maintenance of the listed sewage treatment facility shall be performed, or supervised, by a certified operator possessing at least a Class IV certificate for Waste Water Treatment Plant Operators as issued by the State of West Virginia.
4. The permittee shall be required to test the sewage treatment plant's influent in order to calculate the percent (%) removal parameters for CBOD5 and TSS contained in Section A.001 of this permit. Influent sampling requirements include:
   a. Percent removal shall be defined as a percentage expression of the removal efficiency across the wastewater treatment plant for a given pollutant parameter, as determined from the thirty day average values of the influent concentrations to the facility and the thirty day average effluent pollutant concentrations. Only influent and effluent samples taken concurrently as specified below shall be used for reporting.
   b. Influent CBOD5 and TSS samples shall be collected using the permittee's established sampling schedule at least eight (8)times per month for the wastewater treatment facility.
   c. The permittee shall collect representative CBOD5 and TSS influent samples using a 24 Hour Composite sample type.
   d. Influent CBOD5 and TSS sampling shall be performed over the same time period as the effluent CBOD5 and TSS sampling.
5. The permittee shall submit each month according to the enclosed format, a Discharge Monitoring Report (DMR) indicating in terms of concentration and/or quantities the values of the constituents listed in Section A analytically determined to be in the plant effluent(s). Additional information pertaining to effluent monitoring and reporting can be found in Section III of Appendix A.
6. The required DMRs should be postmarked no later than 15 days or received no later than 20 days following the end of the reporting period and be addressed to:

Director	U. S. Environmental Protection Agency
Division of Water and Waste Management	Region III, Water Protection Division
414 Summers St., Second Floor	NPDES Branch (3WP31)
Charleston, West Virginia 25301	1650 Arch Street
Attention: Permitting Section	Philadelphia, PA 19103

7. For any noncompliance reports required to be submitted in writing by Appendix A, Part IV, of this Permit, a copy shall also be forwarded to the Environmental Protection Agency at the location specified in Section C.6 above.
8. The average daily design flow of this Publicly Owned Treatment Works has been established at 9.66 million gallons per day (MGD). When the average monthly effluent flow reported on Discharge Monitoring Reports reaches, or exceeds, 90 percent of the average design flow (8.7 MGD) during three (3) consecutive monthly reporting periods, the permittee shall prepare and submit a Plan of Action to the Director. The Plan of Action shall present, at a minimum, an analysis of current hydraulic and organic loadings on the plant, an analysis of the future projected loadings, and a Schedule of Tasks to accomplish procedures necessary to maintain required treatment levels. The permittee is currently developing and implementing a Plan of Action as stated above in accordance with the terms, conditions, and compliance schedule contained in Administrative Order 4566.
9. Any future collection system extensions projected to cause an increase in the wastewater flow equal to, or greater than, 480,000 gallons per day shall require the permittee to contact the Director to secure approval of the extension. After consideration of the complexity of the project, and the available treatment capacity of the facility, the Director may require the permittee to seek approval through Modification of the Permit.
10. Over the term of this permit, the permittee is allowed up to 13 excursions of the maximum daily fecal coliform effluent limitation prescribed in Section A.001 The number of allowed excursions is based upon one (1) percent of the number of required self-monitoring events. Utilization of the excursion allowance is conditioned as follows:
    a. Excursion allowances are afforded only to self-monitoring results and only when self-monitoring activities assess compliance with the maximum daily effluent limitation by analysis of an individual grab sample.

Section C - Other Requirements

10. b. No excursion allowance can be applied to analytical results obtained by representatives of the Director in the performance of their compliance assessment activities. Additionally, representatives of the Director may assess compliance with the maximum daily effluent limitation by collection and analysis of an individual grab sample.

    c. No more than one excursion may be utilized in any calendar month.

    d. The excursion allowance is contingent upon the permittee's prompt return to compliance as evidenced by the next required fecal coliform self-monitoring event.

    e. The result for which an excursion allowance is claimed shall be included in the calculation of the average monthly effluent value.

    f. Should an excursion allowance be utilized by the permittee, said allowance must be reported as an attachment to the Discharge Monitoring Report. This attachment should state that (1) an excursion allowance was taken in accordance with the conditions outlined above, (2) the total number of allowances taken to date during the term of this permit, and (3) the total number of allowances remaining during the term of this permit. The permittee shall maintain an on-site record of the excursion allowances utilized during the term of the permit.

11. Certain characteristics of sewage, industrial wastes, and other wastes cause pollution and are objectionable in all waters of the State. The Environmental Quality Board has proclaimed that there are certain general conditions that are not allowed in any waters of the State. Therefore, the effluent discharge from the permittee's treatment facility shall not cause violation of any of the following conditions not allowed in State waters as stated below (pursuant to Chapter 22B, Article 3):

    a. Distinctly visible floating or settleable solids, scum, foam, or oily slicks;

    b. Deposits or sludge banks on the stream bottom;

    c. Odors in the vicinity of the waters;

    d. Taste or odor that would adversely affect the designated uses of the affected waters;

    e. Materials in concentrations that are harmful, hazardous, or toxic to man, animal, or aquatic life;

    f. Distinctly visible color;

    g. Concentrations of bacteria that may impair or interfere with the designated uses of the affected waters;

    h. Requiring an unreasonable degree of treatment for the production of potable water by modern water treatment processes as commonly employed; and

    i. Any other conditions, including radiological exposure, which adversely alters the integrity of the waters of the State including wetlands; no significant adverse impact to chemical, physical, hydrologic, or biological components of aquatic ecosystems shall be allowed.

12. The Director is required to include effluent limitations in WV/NPDES Water Pollution Control Permits for all priority pollutants that are present in amounts that could potentially cause violation of Water Quality Standards. Certain pollutants are known to be present in the influent, effluent, and/or sludge produced by Publicly Owned Treatment Works treatment systems. The Director has obtained adequate effluent data to determine if the pollutants are present in the effluent in amounts that would jeopardize Water Quality Standards. The Director also has obtained background data of the amounts of pollutants in the Ohio River upstream of Outlet 001 and, in accordance with Title 46, Series I of the Legislative Rules, has provided default mixing zone dilutions of 3 and 10 within the acute and chronic mixing zones respectively, in order to evaluate and assess the need for water quality-based effluent limitations for priority pollutants. The Director's assessment reveals the necessity of imposing a water quality-based effluent limitation for the Silver pollutant only.

Section C - Other Requirements

12. a. The sampling and analysis required herein, and as prescribed in Section A.001 of this permit for cadmium, copper, lead, silver, zinc, chromium, mercury, arsenic, phenolics, and free cyanide, shall be conducted in accordance with sample collection, preservation, and analytical procedures specified in 40 CFR Part 136. The permittee shall assure that the test procedures being utilized have an appropriate method detection level (MDL) for each parameter. Parameters should be analyzed using test procedures having MDLs below, or as close as possible to, the water quality standard for said parameters. Analytical test results obtained that are less than the MDL shall at this time be reported on the Discharge Monitoring Reports as less than the MDL (<MDL). Additionally, when calculating averages of analytical result values, the permittee shall use the actual analytical result when those results are greater than or equal to the MDL. Additionally, when calculating averages of analytical result values, the permittee shall use zero(0) when the actual analytical result is less than the MDL. The following detection levels are offered as a guide only:

b.

Paramater	Recommended Detection Level (ug/l)
Copper, Total	1
Lead, Total	1
Zinc, Total	1
Chromium, Hexavalent	1
Chromium, Total	1
Arsenic, Total	2
Nickel, Total	3
Cadmium, Total	0.2
Silver, Total Recoverable	0.2
Silver, Total	0.2
Mercury, Total	0.2
Phenolics, Total	5
Cyanide, Free	5

Use the Standard Method for Weak Acid Dissociable Cyanide, as specified in the latest edition of Standard Methods

c. For the measurement of "free" cyanide, the permittee shall use the standard method for "weak acid dissociable" cyanide as specified in the latest addition of Standard Methods.

d. 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.

13. The Division has imposed five (5) day Carbonaceous BOD and Total Suspended Solids regulation in the form of seven (7) day average limitations in lieu of maximum daily limitations. Seven day average is defined as the arithmetic mean of pollutant parameter values for samples collected in a period of seven (7) consecutive days. The Director has determined that regulation in that form is appropriate for the permittee and has incorporated applicable seven (7) day average limitations and self-monitoring requirements in Section A.001 of this permit. The seven (7) day average shall be calculated as the arithmetic mean of the sample values recorded during four (4) seven day periods of the month (i.e. 1st through 7th, 8th through 14th, 15th through 21st, and 22nd through 28th).

a. Additionally, when representatives of the Director are performing compliance assessment activities that are independent of effluent data provided by the permittee, the representatives may perform such assessment based upon maximum daily limitations of 60 milligrams per liter for the TSS parameter and 50 milligrams per liter for the CBOD parameter.

14. The permittee uses chlorine as its method of disinfection. Therefore, it will be necessary to construct dechlorination units in order to protect for the total residual chlorine water quality standard. The permittee is currently developing and implementing a Plan of Action including a treatment facility upgrade under the terms, conditions, and compliance schedule contained in Administrative Order 4566. The treatment facility upgrade shall include the construction, operation and maintenance of dechlorination units. Therefore, upon the submission of a permit modification for the approval of the treatment plant upgrade, additional conditions and limitations addressing total residual chlorine shall be included in the permit.

15. Monitoring for the Stormwater Outlet Nos. 002-004 listed in the permit shall be in accordance with the following requirements:

Section C - Other Requirements

15. a) Sampling: The collection of the samples for the reported analyses shall be in accordance with Appendix A, Part III of this permit. Any specific requirements contained in the applicable analytical methods must be followed for sample containers, sample preservation, holding times, the collection of duplicate samples, etc.

    b) A grab sample shall be collected during the first 30 minutes, or as soon thereafter as practicable, of the discharge and analyzed.

    c) Grab samples are defined as an individual sample of at least 100 milliliters collected during the first 30 minutes, or as soon thereafter as practicable, of the discharge.

    d) Sample Type: Samples shall be collected from the discharge resulting from a storm event that is greater than 0.1 inches in magnitude and that occurs at least 72 hours from the previously measurable (greater than 0.1 inch rainfall) storm event. Where once per six (6) month sampling is required, the samples for each six month period shall be collected at least three (3) months apart, if possible. The grab sample shall be taken during the first thirty minutes of the discharge. If the collection of a grab sample during the first thirty minutes is impractical, a sample can be taken during the first hour of the discharge, and the discharger shall submit with the monitoring report a description of why a grab sample during the first thirty minutes was impractical.

16. If there is evidence indicating potential or realized impacts on water quality due to any stormwater discharge associated with the wastewater treatment facility covered by this permit, the permit may be promptly modified and/or reissued to include effluent limitations and/or other requirements to control such storm water discharges.

17. On or before September 13, 2003, the permittee shall develop and implement a storm water pollution prevention plan (SWPPP) for the wastewater treatment facility site. The SWPPP shall be prepared in accordance with good engineering practices. The SWPPP shall identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges associated with the industrial activity. In addition, the plan shall describe and ensure the implementation of practices which are to be used to reduce the pollutants in storm water discharges associated with the industrial activity at the facility and to assure compliance with the terms and conditions of this permit. A copy of the plan shall be retained at the site for review upon request.

18. Monitoring benchmark concentrations for Stormwater Outlets No. 002-004 stormwater pollutants are as follows:

Pollutant	Monitoring Cut-Off Concentration	Sampling Frequency	Sample Type
Biological Oxygen Demand	30.0 mg/l	1/6 Months	Grab
Chemical Oxygen Demand	120.0 mg/l	1/6 Months	Grab
Total Suspended Solids	100.0 mg/l	1/6 Months	Grab
Ammonia Nitrogen	4.0 mg/l	1/6 Months	Grab
Fecal Coliform	400 counts/100ml	1/6 Months	Grab
pH	6.0 - 9.0 SU	1/6 Months	Grab
Oil & Grease	15.0 mg/l	1/6 Months	Grab

a. When the average concentration of a pollutant calculated from all monitoring data, minimum of four(4) consecutive samples, is less than the corresponding bench mark value for the pollutant, additional monitoring for the pollutant is not required (all pH values of the samples must be within the range 6.0 to 9.0 S.U.). The permittee shall submit, twice per year, to the Division of Water Resources, in lieu of the monitoring data, a certification (form will be provided upon request) that there has not been a significant change in the industrial activity or the pollution prevention measures in the area of the facility that drains to the outlets for which sampling is to be waived. If the average concentration of a pollutant exceeds the corresponding benchmark concentration or pH values of all samples are not within the range of 6.0 to 9.0 S.U., monitoring shall continue and storm water pollution prevention measures shall be revised and the revised plan implemented.

b. When a facility has two or more stormwater outlets that, based on a consideration of the activities within the area drained by the stormwater outlet, the permittee reasonably believes discharges are essentially identical effluents, the permittee may test the effluent of one of these stormwater outlets and report that the quantitative data also applies to the essentially identical stormwater outlet(s) provided that the permittee includes in the storm water pollution prevention plan a description of the location of the stormwater outlets and explains in detail why the stormwater outlets are expected to discharge essentially identical effluents.

Section D - Sewage Sludge Management Requirements

1. The permittee shall monitor and report monthly on the enclosed Sewage Sludge Management Report form the quality and quantity of sewage sludge produced. The required report shall be postmarked no later than 15 days or received no later than 20 days following the end of the reporting period and be addressed to:

   Director
   Division of Water and Waste Management
   414 Summers Street, Second Floor
   Charleston, WV 25301
   Attention: Permitting Section

2. The permittee shall provide copies of monthly reports to the county or regional solid waste authority in which the facility or land application site(s) is located.

3. The Sewage Sludge Monitoring Report form shall be submitted quarterly. The required report shall be postmarked no later than 15 days or received no later than 20 days following the end of the reporting period and shall be addressed to:

   Director
   Division of Water and Waste Management
   414 Summers Street, Second Floor
   Charleston, WV 25311-1088
   Attention: Permitting Section

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:

Land Application Site(s)	Maximum Annual Loading Rate(s) Tons/Acre	Five (5) Year Cumulative Loading Rate(s) Tons/Acre	Lifetime Loading Rate(s) Tons/Acre
Randall Barton			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Charles Boyce			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Tim Boyce			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 2	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Charles Conrad			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Don Flinn			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 2	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Marvin Foggin			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)

Section D - Sewage Sludge Management Requirements

4. a.

Land Application Site(s)	Maximum Annual Loading Rate(s) Tons/Acre	Five (5) Year Cumulative Loading Rate(s) Tons/Acre	Lifetime Loading Rate(s) Tons/Acre
Herbert Galland			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 2	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
James Gates			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation
Batty Harvey			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Chuck Knight			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evalaution)
Frank McVey			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 2	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Ralph Morris			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Michael Sampson			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Paul Somerville			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 2	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 3	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 4	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
David Starcher			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 2	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)

Section D - Sewage Sludge Management Requirements

4. a.

Land Application Site(s)	Maximum Annual Loading Rate(s) Tons/Acre	Five (5) Year Cumulative Loading Rate(s) Tons/Acre	Lifetime Loading Rate(s) Tons/Acre
Argel Stull			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Neil Thomas			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 2	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 3	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Harlin Thompson			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Nina Amos			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 2	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Terry Elshlager			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Howard Johnson			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Leavitt Funeral Home			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Robert Lowers			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 2	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Rodney Miller			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Bill Moss			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)

Section D - Sewage Sludge Management Requirements

4. a.

Land Application Site(s)	Maximum Annual Loading Rate(s) Tons/Acre	Five (5) Year Cumulative Loading Rate(s) Tons/Acre	Lifetime Loading Rate(s) Tons/Acre
Roy Sampson			
Field 1	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Field 2	(Under Evaluation)	(Under Evaluation)	(Under Evaluation)
Charles Wright			
Field 1	(Under Evaluation)	(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 Division of Water and 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 Division of Water and Waste Management 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 Secretary 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 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 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 6 inches/hour.

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.

n. Other land determined by the Secretary to be unsuitable of sewage sludge.

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 (4) months or longer prior to incorporation into the soil.

Section D - Sewage Sludge Management Requirements

6. 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 week; except, storage can

Section D - Sewage Sludge Management Requirements

6. 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 week; except, storage can be allowed for a period not to exceed three months when provisions, approved by the Director of the Division of Water and Waste Management of the Department, 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.

9. Sewage sludge which is land applied shall not contain excessive amounts of other solid waste materials, as defined in Title 33, Series 2, 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 and soil nutrients shall be monitored once per year by obtaining a composite sample of each field utilized for land application during the previous year. 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 samples may be analyzed through the WVU Extension Service or by other certified laboratories.

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 and pH may be analyzed using EPA Method 9045A. 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. Alternative sludge disposal methods at the landfill can be utilized upon obtaining prior written approval from the Director of the Division of Water and Waste Management.

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. Anaerobic Digestion - The sewage sludge mean cell residence time and temperature shall be for a minimum of 15 days and within a temperature range of 35 to 55 degrees Celsius OR a minimum of 60 days at a minimum temperature of 20 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 manual measurements per day, at least one per shift.

    b. If compliance cannot be achieved using the primary method for pathogen reduction, then the permittee must obtain approval from the Director 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.

Section D - Sewage Sludge Management Requirements

16. The following primary method for vector attraction reduction shall apply to the sewage sludge or sewage sludge products:

    a. 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.

    b. If compliance cannot be achieved using the primary method for vector attraction reduction, then the permittee must obtain approval from the Director prior to using a secondary method. The permittee shall not dispose of sewage sludge until approval of a secondary vector attraction method is granted.

17. The permittee shall maintain all records and reports of all monitoring required by Section D of this permit for five (5) years after the date of monitoring or reporting. Records should include all sample results, including pathogen and vector attraction reduction monitoring; any landfill receipts; land application records, including site maps, the landowner agreement, soil sample results, daily and cumulative sludge loading rate information; copies of all required reports; and records of all data used to complete these reports.

18. The appropriate composite sampling procedures shall be based upon the particular sludge processing methods used by the permittee. The composite sampling procedures for the various methods are described as follows:

    Belt Press or Vacuum Filter - During the week that the composite sample is obtained, the permittee shall take a minimum of three (3) grab samples during each day of the week that the dewatering system is in operation. These grab samples are to be mixed together and the final sample obtained from the composite. Samples should be collected at a point immediately after the dewatering operation.

    Liquid Sludge - During the week that the composite sample is obtained, the permittee shall take a representative grab sample from each truck load of sewage sludge hauled during that week. These grab samples are to be mixed together and the final sample obtained from the composite. Samples should be collected from the sewage sludge being pumped into the truck or as the sewage sludge is being discharged from the truck.

    Sewage Sludge Drying Beds - During the week that the composite sample is obtained, the permittee shall take a minimum of four (4) grab samples from each bed finished during that week. These grab samples are to be mixed together and the final sample obtained from the composite.

    Composting or Stock Piles - The permittee shall obtain a minimum of eight (8) grab samples from the pile of finished product. These grab samples are to be mixed together and the final sample obtained from the composite.

19. Written notification shall be given to the Director within five (5) days of the determination of any excursion(s) of the maximum allowable limitations for sewage sludge listed in Section A.S01 of this Permit. A written plan to identify and correct the excursion(s) must be submitted to the Director within sixty (60) days.

20. No single instantaneous grab sample of the final sewage sludge product shall exceed the values found below as listed in Table 2 of the West Virginia Sewage Sludge Management Regulations (Title 33, Series 2).

Metal	Concentration (mg/kg)
Arsenic	75
Cadmium	85
Chromium	3000
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
Selenium	100
Zinc	7500

Section D - Sewage Sludge Management Requirements

21. 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:

Parameter	Maximum Allowable Limitations For Soils (mg/kg)
Arsenic	13.0
Cadmium	2.4
Chromium	290.0
Copper	92.0
Lead	85.0
Mercury	2.4
Molybdenum	4.6
Nickel	83.0*
Selenium	10.0
Zinc	290.0**

* For sandy to silt loam soils with a permeability greater than 2.0 inches per hour, the maximum allowable soil concentration for nickel is 50.0 mg/kg.

** For those sites with greater than 30% legume species, the maximum allowable soil concentration for zinc is 130.0 mg/kg for sandy to silt loam soils with permeability greater than 2.0 inches per hour and 200.0 mg/kg for other soil types.

22. All land application site(s) shall have new soil analyses performed for the metals listed in Section D.21 of this Permit when the cumulative loading reaches 50% of the assigned lifetime loading rate.

23. Should any landowner of a sludge land application site fail to comply with the terms and conditions pertaining to the landowner under an applicable landowner agreement, the permittee shall immediately contact said landowner and identify the violation causing the noncompliance with the said agreement. The permittee shall take all reasonable, escalating enforcement steps, up to and including disallowing further land application of sludge on the owner's site, in order to keep the landowner compliant with the terms and conditions of said land owner agreement. Also, the permittee shall immediately inform the Agency of any current noncompliance by the owner of a land application site by attaching a written summary of these violations, the cause of each violation, and the steps taken to prevent their recurrence with the submitted Sludge Monitoring Reports. Should the permittee take all of the enforcement steps outlined above, these actions may be used as a mitigating factor to any enforcement actions taken upon the permittee for the noncompliance by the land application site owners to the terms and conditions of Section D herein. However, the burden of proof in relation to the use of this mitigating factor shall lie exclusively upon the permittee. This condition shall not be used as a mitigating factor to any noncompliance associated with any other sections of this permit, even if said noncompliance is, in whole or in part, caused by the land application site owner.

Section E - Approved Pretreatment Programs

1. The permittee shall implement the Industrial Pretreatment Program in accordance with the Clean Water Act and the regulations, 40 CFR Part 403, promulgated, thereunder. The program shall also be implemented in accordance with the program submission, approved on February 1985, and as modified, on October 1990, July 1991, October 2002 and March 2003.

2. The permittee shall implement the program upon all industrial users of the Publicly Owned Treatment Works (POTW), irrespective of the geographical location of the users. The permittee shall secure and maintain adequate legal authority to control users located in the City of Vienna and the Lubeck Public Service District, as well as any users located in unincorporated areas outside the corporate boundaries of the City of Parkersburg.

3. The permittee shall submit proposed changes to the approved program in accordance with 40 CFR Part 403.18, and shall obtain prior approval of Substantial Modifications as defined by 40 CFR Part 403.18(c).

4. The permittee's implementation of the program shall, at a minimum, meet the requirements listed below.

   a) The permittee shall issue individual discharge permits to all significant industrial users (SIUs) as defined by 40 CFR Part 403.3(t). Permits shall contain the minimum requirements of 40 CFR Part 403.8(f)(1)(iii). The permittee shall reissue permits to SIUs prior to their expiration. Administrative extensions of expiring permits shall not be granted without written consent from the Director.

   b) The permittee shall inspect each SIU at least once per year. The annual inspection shall evaluate the manufacturing process, chemical storage areas, pretreatment facilities, spill prevention and control procedures, slug discharge control procedures, hazardous waste generation and disposal procedures, self-monitoring procedures and records.

   c) The permittee shall sample and analyze the nondomestic wastewater discharge(s) of each SIU at least once per year. Such monitoring shall include all parameters limited in the SIU's permit and shall be performed in accordance with 40 CFR Part 136, where applicable.

   d) The permittee shall perform quarterly assessments of SIU compliance, and document the names of SIUs that demonstrate significant noncompliance (SNC) and the SNC criteria violated. The permittee shall publish the name of any SIU that demonstrates significant noncompliance in the pretreatment year, as required by 40 CFR Part 403.8(f)(2)(vii). Publication shall occur, on or before the 31st day of January, of the following year.

   e) The permittee shall take timely and appropriate enforcement for all instances of industrial user noncompliance in accordance with an Enforcement Response Plan as required by 40 CFR Part 403.8(f)(5). The permittee shall take "formal" enforcement actions against SIUs demonstrating Significant Noncompliance as defined by 40 CFR 403.8(f)(2)(vii). A formal enforcement action is an Administrative Order or more stringent action.

   f) The permittee shall ensure that adequate resources (equipment and personnel) are available to fully implement the pretreatment program.

5. The permittee shall conduct monitoring, at its wastewater treatment plant, as follows:

   a) The permittee shall monitor the effluent of the POTW on a quarterly basis as specified in Section A.001 of this permit.

   b) The POTW influent shall be monitored on a quarterly basis for the total form of cadmium, chromium, arsenic, mercury, copper, lead, nickel, silver, zinc, cyanide, and phenolics. For all parameters, except cyanide and phenolics, twenty-four (24) hour composite samples shall be obtained. Individual grab samples shall be obtained for cyanide and phenolics. A representative flow sample shall be taken at the time of the above monitoring and reported with the results required by Item 5.a) above. Influent monitoring shall be conducted concurrently with effluent monitoring required in Item 5.a) above.

   c) The permittee shall conduct annual (1/year) monitoring of the POTW influent for all priority pollutants not specified in Section A. For volatile organics, a minimum of four (4) individual samples shall be obtained. The samples may be analyzed separately, or may be combined in the laboratory, using flask or purge device compositing techniques, as specified in EPA's draft guidance, VOA Compositing Procedures, and the composite sample then analyzed. Twenty-four (24) hour composite samples shall be obtained and analyzed for base neutrals, acid extractables, pesticides and metals.

   d) The permittee shall conduct monitoring of the treatment plant's dewatered sludge as required by 40 CFR 503 and in accordance with the State of West Virginia Sludge Management Regulations.

Section E - Approved Pretreatment Programs

6. On the before the 28th day of February of each year, the permittee shall submit an annual report that describes the permittee's pretreatment implementation activities of the previous pretreatment implementation year (January 1st through December 31st). The annual report shall include the following information:

   a. SIU Listing - Provide an updated list of all current SIUs. The list shall indicate which SIUs are subject to Categorical Pretreatment Standards, and the applicable standard.

   b. SIU Permits - Provide a list of the issuance and expiration dates of each SIU permit, and the names of SIUs that are without a valid permit.

   c. Sampling and Inspection - Provide the number of inspections and sampling events performed by the permittee at SIUs and a listing of SIUs that were not sampled and those that were not inspected.

   d. Compliance and Enforcement - Provide a summary of the violations of pretreatment standards and requirements that occured during the year. Include the results of the quarterly SNC assessments required by Section 4.d above, and for each SIU that demonstrated SNC, describe the specific enforcement action taken and the current compliance status of the SIU. Also provide the numbers of each type of enforcement action taken by the permittee, and a copy of the published list of SIUs in SNC, as required by Section 4.d above.

   e. POTW Operations - Provide a description of any interference, upset or permit violations experienced by the POTW which are attributable to the discharges of industrial users. Include a summary of the results of the influent, effluent and sludge monitoring required by Section 5 above.

   f. Local Limitations - For each pollutant that a Local Limitation exists, provide a summary of the current total available load for the POTW and the allocation of that load to existing industrial users for the previous year. Include the loads allocated by the addition and/or deletion of industrial users and uncontrollable sources such as but not limited to domestic waste background loads, non-significant industrial users, etc.

7. The Director and the U.S. EPA retain the right to require the permittee to institute changes to the pretreatment program if:

   a. The requirements of 40 CFR Part 403 are not satisfied by program implementation;

   b. Problems such as interference, pass through, or sludge contamination develop;

   c. Federal or State requirements change.

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. WV0023213; 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 Secretary of the Department of Environmental Protection.

Failure to comply with the terms and conditions of this permit, with the plans and specifications submitted with Permit Application No. WV0023213; 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 the invocation of all the enforcement procedures set forth in Chapter 22, Article 11, or 15 of the Code of West Virginia.

This permit is issued in accordance with the provisions of Chapter 22, Article 11 and 12 and/or 15 of the Code of West Virginia and is transferable under the terms of Section 11 of Article 11.

Director

Appendix A

I. 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 condition.

5. Property Rights

This permit does not convey any property rights of any sort or any exclusive privilege.

6. Signatory Requirements

All applications, reports, or information submitted to the Director shall be signed and certified as required in Title 47, Series 10 , Section 4.6 of the West Virginia Legislative Rules.

7. Transfers

This permit is not transferrable to any person except after notice to the Director. The Director 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 Director, within a reasonable specified time, any information which the Director 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 Director, 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 Director, 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 location.

11. Permit Modification

This permit may be modified, suspended, or revoked in whole or in part during its term in accordance with the provisions of Chapter 22-11-12 of the Code of West Virginia.

12. Water Quality

Subject to 47 WV CSR 10.3.4.a, the effluent or effluents covered by this permit are to be of such quality so as not to cause violation of applicable water quality standards adopted by the Environmental Quality Board.

13. Outlet Markers

A permanent marker at the establishment shall be posted in accordance with Title 47, Series 11, Section 9 of the West Virginia Legislative Rules.

14. Liabilities

a) Any person who violates a permit condition implementing sections 301, 302, 306, 307, 308, 318, or 405 of the Clean Water Act is subject to a civil penalty not to exceed $25,000 per day of such violation. Any person who willfully or negligently violates permit conditions implementing sections 301, 302, 306, 307, 308 or 405 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 2 years, 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 2 years, or by both.

d) Nothing in I.14 a), b), and c) shall be construed to limit or prohibit any other authority the Director may have under the State Water Pollution Control Act, Chapter 22, Article 11.

II. OPERATION AND MAINTENANCE:

1. Proper Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls, and appropriate quality assurance procedures. Unless otherwise required by Federal or State law, this provision requires the operation of back-up auxiliary facilities or similar systems which are installed by the permittee only when the operation is necessary to achieve compliance with the conditions of the permit. For domestic waste treatment facilities, waste treatment operators as classified by the WV Bureau of Public Health Laws, W. Va. Code Chapter 16-1, will be required except that in circumstances where the domestic waste treatment facility is receiving any type of industrial waste, the Director may require a more highly skilled operator.

2. Need to Halt or Reduce Activity Not a Defense

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of the permit.

3. Bypass

a) Definitions

(1) "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility; and

(2) "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

b) Bypass not exceeding limitations. The permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provision of II.3.c) and II.3.d) of this permit.

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 IV.2.b) of this permit.

d) Prohibition of bypass

(1) Bypass is permitted only under the following conditions, and the Director may take enforcement action against a permittee for a bypass, unless;

(A) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(B) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgement to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and

(C) The permittee submitted notices as required under II.3.c) of this permit.

(2) The Director may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in II.3.d.(1) of this permit.

4. Upset

a) Definition. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.

b) Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitation if the requirements of II.4.c) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review.

c) Conditions necessary for a demonstration of upset. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:

(1) An upset occurred and that the permittee can identify the cause(s) of the upset;

(2) The permitted facility was at the time being properly operated;

(3) The permittee submitted notice of the upset as required in IV.2.b) of this permit.

(4) The permittee complied with any remedial measures required under I.3. of this permit.

d) Burden of proof. In any enforcement proceeding the permittee seeking to establish the occurrence of an upset has the burden of proof.

5. Removed Substances

Where removed substances are not otherwise covered by the terms and conditions of this permit or other existing permit by the Director, any solids, sludges, filter backwash or other pollutants (removed in the course of treatment or control of wastewaters) and which are intended for disposal within the State, shall be disposed of only in a manner and at a site subject to the approval by the Director. 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 Director in writing of the proposed disposal or use of such substances, the identity of the prospective disposer or users, and the intended place of disposal or use, as appropriate.

III. MONITORING AND REPORTING

1. Representative Sampling

Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

2. Reporting

a) Permittee shall submit, according to the enclosed format, a Discharge Monitoring Report (DMR) indicating in terms of concentration, and/or quantities, the values of the constituents listed in Part A analytically determined to be in the plant effluent(s). DMR submissions shall be made in accordance with the terms contained in Section C of this permit.

b) Enter reported average and maximum values under "Quantity" and "Concentration" in the units specified for each parameter, as appropriate.

c) Specify the number of analyzed samples that exceed the allowable permit conditions in the columns labeled "N.E." (i.e., number exceeding).

d) Specify frequency of analysis for each parameter as number of analyses/specified period (e.g.,3/month is equivalent to 3 analyses performed every calendar month). If continuous, enter "Cont.". The frequency listed on format is the minimum required.

3. Test Procedures

Samples shall be taken, preserved and analyzed in accordance with the latest edition of 40 CFR Part 136, unless other test procedures have been specified elsewhere in this permit.

4. Recording of Results

For each measurement or sample taken pursuant to the permit, the permittee shall record the following information.

a) The date, exact place, and time of sampling or measurement;

b) The date(s) analyses were performed;

c) The individual(s) who performed the sampling or measurement;

d) The individual(s) who performed the analyses; if a commercial laboratory is used, the name and address of the laboratory;

e) The analytical techniques or methods used, and

f) The results of such analyses. Information not required by the DMR form is not to be submitted to this agency, but is to be retained as required in III.6.

5. Additional Monitoring by Permittee

If the permittee monitors any pollutant at any monitoring point specified in this permit more frequently than required by this permit, using approved test procedures or others as specified in this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the Discharge Monitoring Report Form. Such increased frequency shall also be indicated. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in the permit.

6. Records Retention

The permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for the permit, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Director at any time.

7. Definitions

a) "Daily discharge" means the discharge of a pollutant measured during a calendar day or within any specified period that reasonably represents the calendar day for purposes of sampling. For pollutants with limitations expressed in units of mass, the daily discharge is calculated as the total mass of the pollutant discharged over the day. For pollutants with limitations expressed in other units of measurement, the daily discharge is calculated as the average measurement of the pollutant over the day.

b) "Average monthly discharge limitation" means the highest allowable average of daily discharges over a calendar month, calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.

c) "Maximum daily discharge limitation" means the highest allowable daily discharge.

d) "Composite Sample" is a combination of individual samples obtained at regular intervals over a time period. Either the volume of each individual sample is proportional to discharge flow rates or the sampling interval (for constant volume samples) is proportional to the flow rates over the time period used to produce the composite. The maximum time period between individual samples shall be two hours.

e) "Grab Sample" is an individual sample collected in less than 15 minutes.

f) "is" = immersion stabilization - a calibrated device is immersed in the effluent stream until the reading is stabilized.

g) The "daily average temperature" means the arithmetic average of temperature measurements made on an hourly basis, or the mean value plot of the record of a continuous automated temperature recording instrument, either during a calendar month, or during the operating month if flows are of shorter duration.

h) The "daily maximum temperature" means the highest arithmetic average of the temperatures observed for any two (2) consecutive hours during a 24 hour day, or during the operating day if flows are of shorter duration.

i) The "monthly average fecal coliform" bacteria is the geometric average of all samples collected during the month.

j) "Measured Flow" means any method of liquid volume measurement, the accuracy of which has been previously demonstrated in engineering practice, or which a relationship to absolute volume has been obtained.

k) "Estimate" means to be based on a technical evaluation of the sources contributing to the discharge including, but not limited to pump capabilities, water meters and batch discharge volumes.

l) "Non-contact cooling water" means the water that is contained in a leak-free system, i.e., no contact with any gas, liquid, or solid other than the container for transport; the water shall have no net poundage addition of any pollutant over intake water levels, exclusive of approved anti-fouling agents.

IV. OTHER REPORTING

1. Reporting Spills and Accidental Discharges

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities or penalties established pursuant to Title 47, Series 11, Section 2 of the West Virginia Legislative Rules promulgated pursuant to Chapter 22, Article 11. Attached is a copy of the West Virginia Spill Alert System for use in complying with Title 47, Series 11, Section 2 of the Legislative rules as they pertain to the reporting of spills and accidental discharges.

2. Immediate Reporting

a) The permittee shall report any noncompliance which may endanger health or the environment immediately after becoming aware of the circumstances by using the Agency's designated spill alert telephone number. A written submission shall be provided within five (5) days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

b) The following shall also be reported immediately:

(1) Any unanticipated bypass which exceeds any effluent limitation in the permit;

(2) Any upset which exceeds any effluent limitation in the permit; and

(3) Violation of a maximum daily discharge limitation for any of the pollutants listed by the Director 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 Director may waive the written report on a case-by-case basis if the oral report has been received in accordance with the above.

d) Compliance with the requirements of IV.2 of this section, shall not relieve a person of compliance with Title 47, Series 11, Section 2.

3. Reporting Requirements

a) Planned changes. The permittee shall give notice to the Director of any planned physical alterations or additions to the permitted facility which may affect the nature or quantity of the discharge. Notice is required when:

(1) The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in Section 13.7.b of Series 10, Title 47; or

(2) The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under IV.2 of this section.

b) Anticipated noncompliance. The permittee shall give advance notice to the Director 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 Director 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 Series10, Title 47.

(D) The level established by the Director 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 Director in accordance with Section 6.3.g of Series 10, Title 47.

(3) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4.b.9 of Series 10, Title 47 and which will result in the discharge on a routine or frequent basis of that toxic pollutant at levels which exceed five times the detection limit for that pollutant under approved analytical procedure.

(4) That they have begun or expect to begin to use or manufacture as an intermediate or final product or by-product of any toxic pollutant which was not reported in the permit application under Section 4.4.b.9 of Series 10, Title 47 and which will result in the discharge on a non-routine or infrequent basis of that toxic pollutant at levels which exceed ten times the detection limit for that pollutant under approved analytical procedure.

4. Other Noncompliance

The permittee shall report all instances of noncompliance not reported under the above paragraphs at the time monitoring reports are submitted. The reports shall contain the information listed in IV.2.a). Should other applicable noncompliance reporting be required, these terms and conditions will be found in Section C of this permit.

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Interim Limitations
Year Round

FACILITY NAME: (PARKERSBURG UTILITY BD) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: 001
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity				Other Units						Measurement Frequency	Sample Type
				Units	N.E.				CEL*	Units	N.E.		
50050 (ML-1) RF-A Flow,in Conduit or thru plant Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mgd		Continuous	measured
80126 (ML-B) RF-A BOD, Carbonaceous 5day Year Round	Reported												
	Permit Limits	2014 Avg. Monthly	3223 7 Day Average	Lbs/Day		N/A	25 Avg. Monthly	40 7 Day Average	N/A	mg/l		5/week	24 hr Composite
00530 (ML-A) RF-A Total Suspended Solids Year Round	Reported												
	Permit Limits	2417 Avg. Monthly	3625 7 Day Average	Lbs/Day		N/A	30 Avg. Monthly	45 7 Day Average	N/A	mg/l		5/week	24 hr Composite
00625 (ML-A) RF-A Nitrogen, Kjeldahl Total Year Round	Reported												
	Permit Limits	2175 Avg. Monthly	2900 Max. Daily	Lbs/Day		N/A	27 Avg. Monthly	36 Max. Daily	N/A	mg/l		1/week	24 hr Composite
74055 (ML-A) RF-A Coliform, Fecal Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	200 Mo. Geo. Mean	400 Max. Daily	N/A	Cnts/100		5/week	Grab
00400 (ML-A) RF-A pH Year Round	Reported												
	Permit Limits	N/A	N/A			6 Inst. Min.	N/A	9 Inst. Max.	N/A	S.U.		1/daily	Grab
01002 (ML-A) RF-B Arsenic, Total (As AS) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	24 hr Composite
01027 (ML-A) RF-B Cadmium, Total (As Cd) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	24 hr Composite

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of a fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Interim Limitations
Year Round

FACILITY NAME: (PARKERSBURG UTILITY BD) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: 001
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity				Other Units						Measurement Frequency	Sample Type
				Units	N.E.				CEL*	Units	N.E.		
01042 (ML-A) RF-B Copper, Total (as Cu) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	24 hr Composite
01051 (ML-A) RF-B Lead, Total (as Pb) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	24 hr Composite
01034 (ML-A) RF-B Chromium, Total (As Cr) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	24 hr Composite
01077 (ML-A) RF-B Silver, Total (as Ag) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	24 hr Composite
00718 (ML-A) RF-B Cyanide, Weak Acid Dissociable Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	Grab
01079 (ML-A) RF-A Silver, Total Recoverable Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/month	24 hr Composite
71900 (ML-A) RF-B Mercury, Total (As Hg) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	24 hr Composite
00720 (ML-A) RF-B Cyanide, Total Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	Grab

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of a fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Interim Limitations
Year Round

FACILITY NAME: (PARKERSBURG UTILITY BD) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: 001
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity				Other Units						Measurement Frequency	Sample Type
				Units	N.E.				CEL *	Units	N.E.		
01092 (ML-A) RF-B Zinc, Total (As Zn) Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
34043 (ML-A) RF-B Phenolics, Total Year Round	Reported								N/A	mg/l		1/quarter	Grab
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
81011 (ML-K) RF-A Solids, % Removal Year Round	Reported								N/A	Percent		8/month	Calculated
	Permit Limits	N/A	N/A			N/A	85 Avg. Monthly	N/A					
01032 (ML-A) RF-B Chromium, Hexavalent Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
01067 (ML-A) RF-B Total Nickel (As Ni) Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
80091 (ML-K) RF-A CBOD, % Removal Year Round	Reported								N/A	Percent		8/month	Calculated
	Permit Limits	N/A	N/A			N/A	85 Avg. Monthly	N/A					
									N/A				
									N/A				

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of a fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Final Limitations
Year Round

FACILITY NAME: (PARKERSBURG UTILITY BD) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: 001
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity		Units	N.E.	Other Units			CEL*	Units	N.E.	Measurement Frequency	Sample Type
50050 (ML-1) RF-A Flow,in Conduit or thru plant Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mgd		Continuous	measured
80126 (ML-B) RF-A BOD, Carbonaceous 5day Year Round	Reported												
	Permit Limits	2014 Avg. Monthly	3223 7 Day Average	Lbs/Day		N/A	25 Avg. Monthly	40 7 Day Average	N/A	mg/l		5/week	24 hr Composite
00530 (ML-A) RF-A Total Suspended Solids Year Round	Reported												
	Permit Limits	2417 Avg. Monthly	3625 7 Day Average	Lbs/Day		N/A	30 Avg. Monthly	45 7 Day Average	N/A	mg/l		5/week	24 hr Composite
00625 (ML-A) RF-A Nitrogen, Kjeldahl Total Year Round	Reported												
	Permit Limits	2175 Avg. Monthly	2900 Max. Daily	Lbs/Day		N/A	27 Avg. Monthly	36 Max. Daily	N/A	mg/l		1/week	24 hr Composite
74055 (ML-A) RF-A Coliform, Fecal Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	200 Mo. Geo. Mean	400 Max. Daily	N/A	Cnts/100		5/week	Grab
00400 (ML-A) RF-A pH Year Round	Reported												
	Permit Limits	N/A	N/A			6 Inst. Min.	N/A	9 Inst. Max.	N/A	S.U.		1/daily	Grab
01002 (ML-A) RF-B Arsenic, Total (As AS) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	24 hr Composite
01027 (ML-A) RF-B Cadmium, Total (As Cd) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily	N/A	mg/l		1/quarter	24 hr Composite

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer

Title of Officer

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of a fine and imprisonment for knowing violations.

Date Completed

Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Final Limitations
Year Round

FACILITY NAME: (PARKERSBURG UTILITY BD) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: 001
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity		Units	N.E.	Other Units			CEL*	Units	N.E.	Measurement Frequency	Sample Type
01042 (ML-A) RF-B Copper, Total (as Cu) Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
01051 (ML-A) RF-B Lead, Total (as Pb) Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
01034 (ML-A) RF-B Chromium, Total (As Cr) Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
01077 (ML-A) RF-B Silver, Total (as Ag) Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
00718 (ML-A) RF-B Cyanide, Weak Acid Dissociable Year Round	Reported								N/A	mg/l		1/quarter	Grab
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
01079 (ML-A) RF-A Silver, Total Recoverable Year Round	Reported								N/A	mg/l		1/month	24 hr Composite
	Permit Limits	N/A	N/A			N/A	0.012 Avg. Monthly	0.024 Max. Daily					
71900 (ML-A) RF-B Mercury, Total (As Hg) Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
00720 (ML-A) RF-B Cyanide, Total Year Round	Reported								N/A	mg/l		1/quarter	Grab
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					

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Title of Officer		Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Final Limitations
Year Round

FACILITY NAME: (PARKERSBURG UTILITY BD) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: 001
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity		Units	N.E.	Other Units			CEL*	Units	N.E.	Measurement Frequency	Sample Type
01092 (ML-A) RF-B Zinc, Total (As Zn) Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
34043 (ML-A) RF-B Phenolics, Total Year Round	Reported								N/A	mg/l		1/quarter	Grab
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
81011 (ML-K) RF-A Solids, % Removal Year Round	Reported								N/A	Percent		8/month	Calculated
	Permit Limits	N/A	N/A			N/A	85 Avg. Monthly	N/A					
01032 (ML-A) RF-B Chromium, Hexavalent Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
01067 (ML-A) RF-B Total Nickel (As Ni) Year Round	Reported								N/A	mg/l		1/quarter	24 hr Composite
	Permit Limits	N/A	N/A			N/A	Rpt Only Avg. Monthly	Rpt Only Max. Daily					
80091 (ML-K) RF-A CBOD, % Removal Year Round	Reported								N/A	Percent		8/month	Calculated
	Permit Limits	N/A	N/A			N/A	85 Avg. Monthly	N/A					
									N/A				
									N/A				

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Title of Officer		Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Final Limitations
Year Round

FACILITY NAME: (Stormwater Outlet 1) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: 002
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity		Units	N.E.	Other Units			CEL*	Units	N.E.	Measurement Frequency	Sample Type
00310 (ML-1) RF-C	Reported												
BOD, 5-Day 20 Deg.C	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
00530 (ML-1) RF-C	Reported												
Total Suspended Solids	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
00610 (ML-1) RF-C	Reported												
Ammonia Nitrogen	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
74055 (ML-1) RF-C	Reported												
Coliform, Fecal	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	Cnts/100m		1/6 months	Grab
Year Round													
00400 (ML-1) RF-C	Reported												
pH	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	S.U.		1/6 months	Grab
Year Round													
81017 (ML-1) RF-C	Reported												
Chem. Oxygen Demand	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
00552 (ML-1) RF-C	Reported												
Oil and Grease, Hexane EXTR.	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
									N/A				

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Title of Officer		Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Final Limitations
Year Round

FACILITY NAME: (Stormwater Outlet 2) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: 003
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity				Other Units						Measurement Frequency	Sample Type
				Units	N.E.				CEL*	Units	N.E.		
00310 (ML-1) RF-C	Reported												
BOD, 5-Day 20 Deg.C	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
00530 (ML-1) RF-C	Reported												
Total Suspended Solids	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
00610 (ML-1) RF-C	Reported												
Ammonia Nitrogen	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
74055 (ML-1) RF-C	Reported												
Coliform, Fecal	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	Cnts/100m		1/6 months	Grab
Year Round													
00400 (ML-1) RF-C	Reported												
pH	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	S.U.		1/6 months	Grab
Year Round													
81017 (ML-1) RF-C	Reported												
Chem. Oxygen Demand	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
00552 (ML-1) RF-C	Reported												
Oil and Grease, Hexane EXTR.	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
									N/A				

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer

Title of Officer

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Date Completed

Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
DISCHARGE MONITORING REPORT

Final Limitations
Year Round

FACILITY NAME: (Stormwater Outlet 3) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: 004
WASTELOAD FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity		Units	N.E.	Other Units			CEL*	Units	N.E.	Measurement Frequency	Sample Type
00310 (ML-1) RF-C	Reported												
BOD, 5-Day 20 Deg.C	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
00530 (ML-1) RF-C	Reported												
Total Suspended Solids	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
00610 (ML-1) RF-C	Reported												
Ammonia Nitrogen	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
74055 (ML-1) RF-C	Reported												
Coliform, Fecal	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	Cnts/100m		1/6 months	Grab
Year Round													
00400 (ML-1) RF-C	Reported												
pH	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	S.U.		1/6 months	Grab
Year Round													
81017 (ML-1) RF-C	Reported												
Chem. Oxygen Demand	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
00552 (ML-1) RF-C	Reported												
Oil and Grease, Hexane EXTR.	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max. Daily	N/A	mg/l		1/6 months	Grab
Year Round													
									N/A				

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Name of Principal Executive Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of a fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

SEWAGE SLUDGE MANAGEMENT REPORT

FACILITY NAME: (PARKERSBURG UTILITY BD)PARKERSBURG UTILITY BD
ADDRESS: 125 19th St, Parkersburg, WV 26102

DESIGN FLOW: 9,660,000 gpd
YEAR: _____
MONTH: _____

PERMIT NUMBER: WV0023213
MONITORING FREQUENCY: _____
LAST SAMPLE DATE: _____

Total Sludge Generated this Report Period: (Dry Tons) _____
Sludge Generated this Year to Date: (Dry Tons) _____
Sewage Sludge/Domestic Septage Received: (Gallons) _____

Disposal Method: _____
Amount Disposed: (Dry tons) _____
Name of Landfill or Compost Facility : _____

Percent Solids: Average: _____ Measurement Frequency: _____ Number of Loads Landfilled With Less Than 20% Solids: _____

Pathogen Reduction Method:

- ☐ Not Applicable. No land application of sewage sludge.
- ☐ Fecal Coliform Monitoring: Geometric mean of last seven samples is _____ col/dry gram
  Sample results for this report period were: _____ col/dry gram _____ col/dry gram
- ☐ Limit Addition: pH of sample two hours after lime addition: Range _____
- ☐ Anaerobic Digestion: Average detention time for this report period:(days) _____
  Digester Temperature: Average _____ Range _____
- ☐ Anaerobic Digestion: Average detention time for this report period:(days) _____
  Digester Temperature: Average _____ Range _____
- ☐ Other: (Provide Description) _____

NE: Number of loads land applied which did not fully meet pathogen reduction requirements: _____

Vector Attraction Reduction Method:

- ☐ Not Applicable. No land application of sewage sludge.
- ☐ 38% Volatile Solids Reduction: Average volatile solids reduction for the month of _____ was _____ percent
- ☐ SOUR: The average Specific Oxygen Uptake rate for the month of _____ was _____ mg Oxygen/hour/dry gram
- ☐ Lime Addition: pH of sample two hours after lime addition: Range _____
  pH of sample 24 hours after lime addition: Range _____
- ☐ Other: (Provide Description) _____

NE: Number of loads land applied which did not fully meet vector attraction reduction requirements: _____

I certify under penalty of law that the management practices, vector attraction reduction requires, and the pathogen reduction requirements of Federal regulations 40 CFR Part 503 and State Regulation Title 33, Series 2 have been met for all sewage sludge land applied during this report period. This determination has been made under my supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate information used to determine these requirements have been met. I also certify that this document and all the attachments were prepared under my direction or supervision, and that the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are penalties for false certification including the possibility of fine and imprisonment.

OFFICIAL _____ TITLE _____

SIGNATURE _____ DATE _____

Additional Comments or Explanation:

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
SEWAGE SLUDGE MONITORING REPORT

Final Limitations
Year Round

FACILITY NAME: (PARKERSBURG UTILITY BD) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: S01
RESULTS FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity				Other Units						Measurement Frequency	Sample Type
				Units	N.E.				CEL*	Units	N.E.		
74055 (ML-+) RF-B Coliform, Fecal Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max.	N/A	col/gr		1/quarter	Grab
00400 (ML-+) RF-B pH Year Round	Reported												
	Permit Limits	N/A	N/A			Rpt Only Min.	N/A	Rpt Only Max.	N/A	S.U.		1/quarter	Grab
61521 (ML-+) RF-B Arsenic, Sludge Tot. Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	20 Max.	N/A	mg/kg		1/quarter	1/wk Comp
78476 (ML-+) RF-B Cadmium,Sludge,Tot Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	39 Max.	N/A	mg/kg		1/quarter	1/wk Comp
78473 (ML-+) RF-B Chromium, Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	1000 Max.	N/A	mg/kg		1/quarter	1/wk Comp
78475 (ML-+) RF-B Copper,Sludge,Tot.Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	1500 Max.	N/A	mg/kg		1/quarter	1/wk Comp
78468 (ML-+) RF-B Lead, Dry. Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	250 Max.	N/A	mg/kg		1/quarter	1/wk Comp
78471 (ML-+) RF-B Mercury, Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	10 Max.	N/A	mg/kg		1/quarter	1/wk Comp

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Name of Principal Executive Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of a fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
SEWAGE SLUDGE MONITORING REPORT

Final Limitations
Year Round

FACILITY NAME: (PARKERSBURG UTILITY BD) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: S01
RESULTS FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity				Other Units						Measurement Frequency	Sample Type
				Units	N.E.				CEL*	Units	N.E.		
78465 (ML→) RF-B Molybdenum,Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	18 Max.	N/A	mg/kg		1/quarter	1/wk Comp
78469 (ML→) RF-B Nickel, Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	200 Max.	N/A	mg/kg		1/quarter	1/wk Comp
49031 (ML→) RF-B Selenium,Sludge,Tot. Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	36 Max.	N/A	mg/kg		1/quarter	1/wk Comp
78467 (ML→) RF-B Zinc, Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	2800 Max.	N/A	mg/kg		1/quarter	1/wk Comp
00916 (ML→) RF-B Calcium, Total (as Ca) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max.	N/A	mg/kg		1/quarter	1/wk Comp
61553 (ML→) RF-B Solids, Total Sludge Percent Year Round	Reported												
	Permit Limits	N/A	N/A			Rpt Only Min.	Rpt Only Avg.	Rpt Only Max.	N/A	Percent		1/quarter	1/wk Comp
78472 (ML→) RF-B Potassium, Sludge Tot. Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max.	N/A	mg/kg		1/quarter	1/wk Comp
78478 (ML→) RF-B Phosphorus,Sludge,Tot,Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max.	N/A	mg/kg		1/quarter	1/wk Comp

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Title of Officer		Signature of Principal Executive Officer or Authorized Agent

WRD 2A-82

STATE OF WEST VIRGINIA
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
SEWAGE SLUDGE MONITORING REPORT

Final Limitations
Year Round

FACILITY NAME: (PARKERSBURG UTILITY BD) PARKERSBURG UTILITY BD
LOCATION OF FACILITY: PARKERSBURG; Wood County
PERMIT NO.: WV0023213 OUTLET NO.: S01
RESULTS FOR THE MONTH OF:

CERTIFIED LABORATORY NAME:
CERTIFIED LABORATORY ADDRESS:
INDIVIDUAL PERFORMING ANALYSIS:

Parameter		Quantity				Other Units						Measurement Frequency	Sample Type
				Units	N.E.				CEL*	Units	N.E.		
82294 (ML-+) RF-B Nitrogen, Ammonia Tot. Dry Wt. Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max.	N/A	mg/kg		1/quarter	1/wk Comp
78470 (ML-+) RF-B Nitrogen, Sludge Tot. Dry Wt Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max.	N/A	mg/kg		1/quarter	1/wk Comp
51020 (ML-+) RF-B Organic Nitrogen Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max.	N/A	mg/kg		1/quarter	1/wk Comp
00927 (ML-+) RF-B Magnesium,Tot (as Mg) Year Round	Reported												
	Permit Limits	N/A	N/A			N/A	N/A	Rpt Only Max.	N/A	mg/kg		1/quarter	1/wk Comp
									N/A				
									N/A				
									N/A				
									N/A				

* CEL = Compliance Evaluation Level

Name of Principal Executive Officer	I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of a fine and imprisonment for knowing violations.	Date Completed
Title of Officer		Signature of Principal Executive Officer or Authorized Agent

Division of Water and Waste Management
1201 Greenbrier Street
Charleston, West Virginia 25311
Phone (304) 558-4086
Fax (304) 558-5903

West Virginia Department of Environmental Protection

Bob Wise
Governor

Stephanie R. Timmermeyer
Cabinet Secretary

WV/NPDES Permit No.: WV0023213

NOTICE TO PERMITTEES

The 1999 regular session of the West Virginia legislature revised the Water Pollution Control Act, Chapter 22, Article 11, Section 10 of the Code of West Virginia relating to fees associated with permits. This section of the Code requires all holders of a State water pollution control permit or a national pollutant discharge elimination system permit to be assessed an annual permit fee, based upon rules promulgated by the Secretary of the Department of Environmental Protection. The Secretary has promulgated a final rule in accordance with the code revision to this effect and these rules were effective May 4, 2000. The rules 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, WV 25305, to obtain a copy of the rules. The reference is Title 47, Legislative Rules, Department of Environmental Protection, Division of Water Resources, Series 26 Water Pollution Control Permit Fee Schedules.

Based upon the volume of discharge for which your facility is currently permitted, the number of customers served by your facility or for the category you fall within, pursuant to Section 7 of Title 47, Series 26, your annual permit fee is **$2500.00**. 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 ninety(90) days of the due date will render your permit void upon the date you are mailed a certified written notice to that effect.

EMERGENCY RESPONSE SPILL ALERT SYSTEM
WEST VIRGINIA DEPARTMENT 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 Division of Water and Waste Management's 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 Division of Water and Waste Management. 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 Director determines it necessary for the effective containment and abatement of spills and accidental dischargos, the Director may require the person or persons responsible for such spill or discharge to monitor affected waters in a manner prescribed by the Director 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
- Location of incident
- Time of incident
- Material spilled or discharged
- Amount spilled or discharged
- Toxicity of material spilled or discharged
- Personnel at the scene
- Actions initiated
- Shipper/Manufacturer identification
- Railcar/Truck identification number
- Container type

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 such Board for this purpose, with the Board, in accordance with the provisions of Section 21, Article 11, Chapter 22 of the Code of West Virginia within thirty (30) days after the date of receipt of the above permit.

ON FILE WITH ISSUER

WEST VIRGINIA
Water Development Authority

Celebrating 32 Years of Service ***1974 - 2006***

December 14, 2006

THE CITY OF PARKERSBURG

Combined Waterworks and
Sewerage System Refunding Revenue Bonds, Series 2006 D
(West Virginia SRF Program)
and
Combined Waterworks and
Sewerage System Revenue Bonds, Series 2006 E
(West Virginia SRF Program)

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Smith, Cochran & Hicks, P.L.L.C., independent certified public accountants, and the opinion of bond counsel, Steptoe & Johnson, PLLC, that The City of Parkersburg (the "Issuer") has met the coverage and parity requirements for issuance of parity bonds, the undersigned duly authorized representative for the West Virginia Water Development Authority, the registered owner of the entire outstanding aggregate principal amount of the Prior Bonds, hereinafter defined and described, hereby consents to the issuance of the Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program), dated December 14, 2006, issued in the original aggregate principal amount of $9,000,000 (the "Series 2006 D Bonds"), and the issuance of the Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program), dated December 14, 2006, issued in the original aggregate principal amount of $4,372,600 (the "Series 2006 E Bonds") (collectively, the "Series 2006 Bonds"), by the Issuer, under the terms of the bond ordinance authorizing the Series 2006 Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's outstanding (1) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 A (West Virginia Infrastructure Fund), dated March 4, 2003, issued in the original aggregate principal amount of $4,000,000, (2) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 B (West Virginia Water Development Authority), dated March 4, 2003, issued in the original aggregate principal amount of $3,250,000, (3) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 D (West Virginia Infrastructure Fund), dated August 4, 2003, issued in the original aggregate principal amount of $926,000, and (4) Combined Waterworks and Sewerage System Revenue Bonds, Series 2003 E (West Virginia SRF Program), dated August 4, 2003, issued in the original aggregate principal amount of $4,326,705 (collectively, the "Prior Bonds").

Authorized Representative

180 Association Drive, Charleston, WV 25311-1217
phone (304) 558-3612 / fax (304) 558-0299
www.wwda.org

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 7/20/06

PRODUCER

Acordia of WV-Parkersburg
39 Twelfth Street
PO Box 958
Parkersburg WV 26102-0958
(304) 485-4476

INSURED

City of Parkersburg
PO Box 1627
Parkersburg, WV 26102-1627

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	St. Paul Travelers
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR OWNER'S & CONTRACTOR'S PROT	6P09312823	7/01/06	7/01/07	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS-COMP/OP AGG	$ 2,000,000
					PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 100,000
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	$
					AGGREGATE	$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				WC STATUTORY LIMITS / OTHER	
					EL EACH ACCIDENT	$
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EA EMPLOYEE	$
	OTHER					
A	Emergency Medical Tech. E	6P09312823	7/01/06	7/01/07	$1,000,000 / $2,000,000 Aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Chris Allen

CERTIFICATE: 040/801/ 00076

CLOSING MEMORANDUM

To: **Financing Team**

From: **John C. Stump, Esquire**

Date: **December 14, 2006**

Re: **The City of Parkersburg Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2006 D (West Virginia SRF Program) and Combined Waterworks and Sewerage System Revenue Bonds, Series 2006 E (West Virginia SRF Program)**

DISBURSEMENTS FROM THE STATE REVOLVING FUND

1. Payor: West Virginia Department of Environmental Protection
   Source: Series 2006 D Bonds Proceeds
   Amount: $636,281.00
   Form: Check

2. Payor: West Virginia Department of Environmental Protection
   Source: Series 2006 E Bonds Proceeds
   Amount: $546,871.00
   Form: Check

DISBURSEMENTS BY THE CITY OF PARKERSBURG

1. Payor: The City of Parkersburg
   Source: Series 2006 D Bonds Proceeds
   Amount: $636,280.84
   Form: Check
   Payee: West Virginia Municipal Bond Commission
   Purpose: Repayment in Full on the Date Hereof of the Issuer's Outstanding Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 2005 A

2. Payor: The City of Parkersburg
   Source: Series 2006 E Bonds Proceeds
   Amount: $145,772.00
   Form: Check
   Payee: West Virginia Municipal Bond Commission
   Account: Series 2006 E Bonds Reserve Account

12.04.06
686870.00018

State of West Virginia

WATER DEVELOPMENT AUTHORITY

180 Association Drive, Charleston, WV 25311-1217
(304) 558-3612 - (304) 558-0299 (Fax)
Internet: www.wvwda.org - Email: contact@wvwda.org

BOND CLOSING ATTENDANCE LIST

Date 12/14/06 Time 9:30 a.m. LGA City of Parkersburg Program CWSRF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Rose Brodersen	WV DEP/SRF	304/926-0499 x1608	926 0496	rbrodersen@wvdep.org
Sammie Gore	Jackson Kelly PLLC	340.1318	340.1272	sgore@jacksonkelly.com
Clarence Cox	Parkersburg Utility Board	424-8535		Clarence.Cox@pubwv.com
Bernie Yonkosky	WV WDA	558-3612	558-0299	byonkosky@wvwda.org
Doug Old	WV WDA	558-3612	558-0299	dold@wvwda.org
Barbara B Meadows	WV WDA	558-3612	558-0299	bmeadows@wvwda.org
John C. Stump	Steptoe & Johnson PLLC	353.8196	353.8181	john.stump@steptoe-johnson.com
CARRIE GRIMM	WVDEP	#1605 926-0499	926-0496	CGRIMM@WVDEP.ORG

The Authority requests that the following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Clarence Cox Telephone 304/424-8535 E-Mail Clarence.Cox@pubwv.com
Address 125 19th Street Parkersburg WV 26101

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the NonArbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code, 1986, as amended.