THE CITY OF POINT PLEASANT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program); and Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green)

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THE CITY OF POINT PLEASANT
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A
(WEST VIRGINIA SRF PROGRAM) AND
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 B
(WEST VIRGINIA SRF PROGRAM/GREEN)

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THE CITY OF POINT PLEASANT

ORDINANCE AUTHORIZING 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 OF POINT PLEASANT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF POINT PLEASANT OF NOT MORE THAN $4,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA SRF PROGRAM) AND NOT MORE THAN $300,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 B (WEST VIRGINIA SRF PROGRAM/GREEN); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF POINT PLEASANT:

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 Point Pleasant (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Mason County of said State.

B. The Issuer presently owns and operates 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 partial separation of storm sewer from sanitary sewer and improvements, together with all necessary appurtenances (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"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer intends to permanently finance 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"), all pursuant to the Act.

D. 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 $4,800,000 in two or more series (collectively, the "Series 2013 Bonds"), initially planned to be the (i) Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), in the aggregate principal amount of not more than $4,500,000 (the "Series 2013 A Bonds"); and (ii) Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), in the aggregate principal amount of not more than $300,000 (the "Series 2013 B Bonds"), to permanently finance the costs of acquisition and construction of the Project. 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; interest, if any, upon the Series 2013 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 Series 2013 A Bonds Reserve Account (as hereinafter defined) for the Series 2013 A 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 2013 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 2013 Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

E. The period of usefulness of the System after completion of the Project is not less than 22 years.

F. It is in the best interests of the Issuer that its Series 2013 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"), in form satisfactory to the respective parties, to be approved hereby if not previously approved by resolution of the Issuer.

G. There are Outstanding obligations of the Issuer which will rank on a parity with the Series 2013 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's

Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 A (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $1,837,600 (the "Series 1989 A Bonds" or the "First Lien Bonds").

There are Outstanding obligations of the Issuer which will rank junior and subordinate to the Series 2013 A Bonds as to liens, pledge and source of security for payment, being the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $272,400 (the "Series 1989 B Bonds"), (collectively with the First Lien Bonds, the "Prior Bonds").

The Series 2013 A Bonds shall be issued on a parity with the First Lien Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2013 Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the parity tests of the First Lien Bonds are met; and (ii) the written consent of the Holders of the First Lien Bonds to the issuance of the Series 2013 A Bonds on a parity with the First Lien Bonds; and (iii) the written consent of the Holders of the Series 1989 B Bonds to the issuance of the Series 2013 Bonds senior to the Series 1989 B Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Issuer's Prior Bonds, and the Series 2013 Bonds and to make payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement (hereinafter defined) relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2013 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 obtaining of a Certificate of Public Convenience and Necessity from the Public Service Commission of West Virginia.

J. The Project has been reviewed and determined to be technically and financially feasible by the West Virginia Infrastructure and Jobs Development Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2013 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 2013 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 2013 Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the DEP under the Act.

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

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

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

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

"Bonds" means, collectively, the Series 2013 Bonds and the Prior Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2013 Bonds for all or a portion of the proceeds of the Series 2013 Bonds from the Authority and the DEP.

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

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

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

"Consulting Engineers" means Burgess & Niple, Inc., Parkersburg, West Virginia, 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 1.02D hereof to be a part of the costs of design, acquisition and construction of the Project as described in Section 1.02B hereof.

"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 in the Supplemental Resolution, and its successors and assigns, which shall be a member of FDIC.

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

"First Lien Bonds" mean the Series 1989 A Bonds.

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

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

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

"Gross Revenues" means all rates, rents, fees, charges or other income received by the Issuer, or accrued to the Issuer, or any department, board, agency or instrumentality thereof in control of the management and operation of the System, from the operation of the System and all parts thereof, all as calculated in accordance with sound accounting practices.

"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.

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

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered into, by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2013 Bonds from the Issuer by the Authority, the form of which shall be approved and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2013 Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2013 A Bonds Reserve Account.

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

"Operating Expenses" means the current expenses, paid or accrued, of operation and maintenance of the System and its facilities, and includes, without limiting the generality of the foregoing, the SRF Administrative Fee (as hereinafter defined), insurance premiums, salaries, wages and administrative expenses of the Issuer relating and chargeable solely to the System, the accumulation of appropriate reserves for charges not annually recurrent but which are such as may reasonably be expected to be incurred, and such other reasonable operating costs as are normally and regularly included under recognized accounting practices.

"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 Series 1989 A Bonds and the Series 1989 B Bonds.

"Prior Ordinance" means the ordinances of the Issuer authorizing the issuance of the Prior Bonds.

"Project" means the 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, including, without

limitation, authorized pools of investments operated by such State Board of Investments; 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.

"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.

"Renewal and Replacement Account" means the Renewal and Replacement Account established by Prior Ordinance and continued hereby.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Prior Bonds and the Series 2013 A 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 Ordinance and continued hereby.

"Series 1989 A Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 A (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $1,837,600.

"Series 1989 B Bonds" means the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $272,400.

"Series 2013 A Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

"Series 2013 A Bonds Reserve Account" means the Series 2013 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2013 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2013 A Bonds in the then current or any succeeding year.

"Series 2013 A Bonds Sinking Fund" means the Series 2013 A Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2013 B Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), of the Issuer, authorized by this Ordinance.

"Series 2013 Bonds" means, collectively, the Series 2013 A Bonds and Series 2013 B Bonds.

"Series 2013 Bonds Construction Trust Fund" means the Series 2013 Bonds Construction Trust Fund established by Section 5.01 hereof.

"Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds and the Series 2013 A Bonds.

"SRF Administrative Fee" means any administrative fee required to be paid under the Loan Agreement for the Series 2013 A 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 2013 Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2013 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 Ordinance 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 Renewal and Replacement Account.

"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

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 $4,800,000, 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 2013 A Bonds and Series 2013 B Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids or will receive and will enter into contracts for the acquisition and construction of the Project, compatible with the financing plan submitted to the DEP.

The Cost of the Project is estimated not to exceed $4,800,000, of which up to $4,500,000 will be obtained from proceeds of the Series 2013 A Bonds and up to $300,000 will be obtained from the proceeds of the Series 2013 B Bonds.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of paying the Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2013 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 2013 Bonds of the Issuer. The Series 2013 Bonds shall be issued in two or more series, each as a single bond, designated respectively as "Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program)", in the principal amount of not more than $4,500,000 and "Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green)", in the principal amount of not more that $300,000, and all shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2013 Bonds remaining after funding of the Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2013 Bond Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. A. The Series 2013 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2013 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2013 A 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 2013 A Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2013 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

B. The Series 2013 B Bonds shall be issued in such principal amount; shall not bear interest; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2013 B Bonds shall be forgivable as to principal.

As provided by the Supplemental Resolution, the Series 2013 B Bonds shall initially be issued in the form of a single bond, fully registered to the Authority and with a record of advances attached, representing the aggregate principal amount of the Series 2013 B Bonds. The Series 2013 B 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 bear interest, if any, and shall be dated as set forth in a Supplemental Resolution.

Section 3.03. Execution of Bonds. The Series 2013 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 2013 Bonds shall cease to be such officer of the Issuer before the Series 2013 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 2013 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 2013 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 2013 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 2013 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 2013 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 2013 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 2013 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 2013 Bonds are exercised, all Series 2013 Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2013 Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2013 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 2013 Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2013 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 2013 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 2013 Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No Holder or Holders of the Series 2013 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2013 Bonds or the interest thereon.

Section 3.08. Series 2013 A Bonds Secured by Pledge of Net Revenues; Lien Position with respect to First Lien Bonds. The payment of the debt service on the Series 2013 A Bonds shall be secured by a first lien on the Net Revenues derived from the System on a parity with each other and with the lien on the Net Revenues in favor of the Holders of the First Lien Bonds, and senior and prior to the Series 1989 B Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2013 A Bonds and the Prior 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 2013 Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2013 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 2013 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 2013 Bonds to the original purchasers;

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

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2013 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2013 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 2013 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF POINT PLEASANT
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That on the ___ day of _____, 2013, THE CITY OF POINT PLEASANT, a municipal corporation and political subdivision of the State of West Virginia in Mason 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___, to and including _____ 1, 20___, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 2.0% payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ _____ 1, 20___, to and including _____, 1, 20___, at the rate per annum as set forth on said EXHIBIT B. The SRF Administrative Fee of 1.0% (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"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

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 (the "Loan Agreement") by and among the Issuer, the Authority and the DEP, dated _____, 2013.

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"); and (ii) 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 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on May 13, 2013, and a Supplemental Resolution duly adopted by the Issuer on _____, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 27, 1989, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,837,600 (THE "SERIES 1989 A BONDS" OR THE "FIRST LIEN BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR TO, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 27, 1989, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $272,400 (THE "SERIES 1989 B BONDS").

THE FIRST LIEN BONDS AND THE SERIES 1989 B BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the First Lien Bonds, and senior and prior to the Series 1989 B Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Series 2013 A Bonds (the "Series 2013 A Bonds Reserve Account"), and unexpended proceeds of the Series 2013 A Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest, if any, 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, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2013 A Bonds Reserve Account and unexpended proceeds of the Series 2013 A Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2013 A Bonds, including the First Lien Bonds; provided however, that so long as there exists in the Series 2013 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Series 2013

A 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 or junior and subordinate to the Series 2013 A Bonds, including the Prior 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 (as defined in the Bond Legislation) 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 at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest, if any, 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 Blank]

IN WITNESS WHEREOF, THE CITY OF POINT PLEASANT 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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2013 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: _____, 2013.

THE HUNTINGTON NATIONAL BANK
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

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: _____, 20_____.

_____

In the presence of:

_____

(FORM OF SERIES 2013 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF POINT PLEASANT
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 B
(WEST VIRGINIA SRF PROGRAM/GREEN)

No. BR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: That on the ___ day of _____, 2013, THE CITY OF POINT PLEASANT, a municipal corporation and political subdivision of the State of West Virginia in Mason 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 forgiven, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The Series 2013 B Bonds are not subject to the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. The principal amounts advanced under the Series 2013 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2013 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven.

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 (the "Loan Agreement") by and among the Issuer, the Authority and the DEP, dated _____, 2013.

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"); and (ii) 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 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on May 13, 2013, and a Supplemental Resolution duly adopted by the Issuer on _____, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS FORGIVABLE AND HAS NO LIEN ON THE NET REVENUES OR GROSS REVENUES OF THE SYSTEM.

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 (as defined in the Bond Legislation) 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 at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia.

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 Blank]

IN WITNESS WHEREOF, THE CITY OF POINT PLEASANT 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

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2013 B 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: _____, 2013.

THE HUNTINGTON NATIONAL BANK
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

(Form of)

ASSIGNMENT

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: _____, 20_____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2013 Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Loan Agreement 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.

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 2013 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 Ordinance) 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 Prior Ordinance);

(2) Operation and Maintenance Fund (established by Prior Ordinance);

(3) Renewal and Replacement Account (established by Prior Ordinance); and

(4) Series 2013 Bonds Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby created with (or continued if previously established by Prior Ordinance) 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 1989 A Bonds Sinking Fund (established by the Prior Ordinance);

(2) Series 1989 A Bonds Reserve Account (established by the Prior Ordinance);

(3) Series 1989 B Bonds Sinking Fund (established by the Prior Ordinance);

(4) Series 1989 B Bonds Reserve Account (established by the Prior Ordinance);

(5) Series 2013 A Bonds Sinking Fund; and

(6) Series 2013 A Bonds Reserve Account.

No accounts are created for the Series 2013 B Bonds as they are forgivable as to principal.

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 this Bond Legislation and in the Prior Ordinance and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Bond Legislation and in the Prior Ordinance. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

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

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously (i) remit to the Commission the amount required by the Prior Ordinance to pay interest on the Series 1989 A Bonds; and (ii) remit to the Commission commencing 4 months prior to the first date of payment of interest of the Series 2013 A Bonds, for deposit in the Series 2013 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will accrue and become due on the Series 2013 A 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 2013 A 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.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) the amount required by the Prior Ordinance for payment of principal of the Series 1989 A Bonds; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2013 A Bonds, for deposit in the Series 2013 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and come due on the Series 2013 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2013 A Bond 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.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) the amount required by the Prior Ordinance to be deposited in the Reserve Account for the Series 1989 A Bonds; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2013 A Bonds, if not fully funded upon issuance of the Series 2013 A Bonds, for deposit in the Series 2013 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2013 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2013 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2013 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund the amount required by Prior Ordinance to be deposited in the Depreciation Fund.

(6) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund to the Renewal and Replacement Account (as required in the Prior Ordinance and not in addition thereto), an amount equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Account shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Account 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 accounts have not, as of the date of determination of a deficiency, funded such accounts to the maximum extent required hereof) shall be promptly eliminated with moneys from the Renewal and Replacement Account.

(7) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission the principal payments on the Series 1989 B Bonds as required by the Prior Ordinance.

(8) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission the amounts required by the Prior Ordinance to be deposited in the Reserve Account for the Series 1989 B Bonds.

Monies in the Series 2013 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2013 A Bonds, as the same shall become due. Monies in the Series 2013 A Bonds Reserve Account shall be used only for the purposes of paying principal of and interest on the Series 2013 A Bonds, as the same shall come due, when other monies in the Series 2013 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2013 A Bonds Sinking Fund and the Series 2013 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2013 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 2013 A Bonds, if any, and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2013 A Bonds Reserve Account which result in a reduction in the balance of such accounts to below the Reserve Requirement thereof, shall be restored from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2013 A 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 2013 A Bonds Sinking Fund or the Series 2013 A Bonds Reserve Account, when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2013 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue, if any, 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 First Lien Bonds and the Series 2013 A Bonds in accordance with the respective principal amounts then Outstanding, and senior and prior to the Series 1989 B Bonds.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2013 A Bonds Sinking Fund and the Series 2013 A Bonds Reserve Account, created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Issuer shall 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 2013 A Bonds Sinking Fund and the Series 2013 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2013 A Bonds Sinking Fund and the Series 2013 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2013 A Bonds under the conditions and restrictions set forth herein.

B. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into 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 2013 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 Agreement for the Series 2013 A Bonds.

D. The Issuer shall complete the "Monthly Payment Form," a form of which is attached to the Loan Agreement 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 any time, 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 hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03 and the relevant provisions of the Prior Ordinance, and the Net Revenues shall be applied to such deficiencies on a parity and pro rata with respect to the Series 2013 Bonds and the First Lien Bonds and senior and prior to the Series 1989 B Bonds all in accordance with the respective principal amounts Outstanding before being applied to any other payments hereunder.

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

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

J. All Tap Fees shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System.

ARTICLE VI

APPLICATION OF BOND PROCEEDS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2013 Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2013 A Bonds, there shall first be deposited with the Commission in the Series 2013 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. Next, from the proceeds of the Series 2013 A Bonds, there shall be deposited with the Commission in the Series 2013 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2013 A Bonds Reserve Account.

C. As the Issuer receives advances of the monies derived from the sale of the Series 2013 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2013 Bonds Construction Trust Fund and applied solely to payment of the Costs of the Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2013 A Bonds.

D. As the Issuer receives advances of the monies derived from the sale of the Series 2013 B Bonds, such monies shall be deposited with the Depository Bank in the Series 2013 Bonds Construction Trust Fund and applied solely to payment of the Costs of the Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2013 B Bonds.

E. After completion of construction of the Project, as certified by the Consulting Engineers, and all Costs have been paid, any remaining proceeds of the Series 2013 Bonds shall be expended as approved by the DEP.

Section 6.02. Disbursements of 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 the Series 2013 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 Series 2013 Bonds Construction Trust Fund will be sought must be first approved by the Issuer.

Except as provided in Section 6.01 hereof, disbursements from the Series 2013 Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Authority and the

DEP of a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement, in compliance with the construction schedule.

Pending such application, monies in the Series 2013 Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2013 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 2013 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 2013 Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2013 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 2013 Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2013 Bonds or the interest, if any, thereon.

Section 7.03. Series 2013 A Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2013 A Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the System, and with the lien on the Net Revenues in favor of the Holders of the First Lien Bonds and senior and prior to the Series 1989 B Bonds. The Net 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 and the Issuer shall supply an opinion of counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement and the Issuer shall supply a certificate of Certified Public Accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the water rate ordinance of the Issuer enacted on September 10, 2001 as amended by Recommended Decision of the Public Service Commission of West Virginia dated January 23, 2002 which became a Final Order on February 12, 2003 in Case No. 01-1328-W-MA and the sewer rate ordinance of the Issuer enacted September 10, 2012 which rates are incorporated herein by reference as a part hereof.

So long as the Series 2013 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 Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2013 Bonds shall prove to be insufficient to produce the amounts required by this Bond Legislation and the Loan Agreement, 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 Agreement.

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 Ordinance and with the written consent of the Authority.

So long as the Series 2013 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 2013 A Bonds Sinking Fund, with respect to the principal amount 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, if any, on the Series 2013 A 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 Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Account. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Account for repayment of the Bonds. The payment of such proceeds into the Renewal and Replacement Account shall not reduce the amounts required to be paid into such account by other provisions of this Bond Legislation.

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

prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in this Section 7.06 and 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 2013 Bonds. All obligations issued by the Issuer after the issuance of the Series 2013 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 2013 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 2013 A Bonds, and the interest, if any, thereon, upon any of the income and revenues of the System pledged for payment of the Series 2013 A Bonds and the interest, if any, 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 Ordinance 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 2013 Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinances).

No such additional Parity Bonds shall be issued except for the purpose of financing the costs of the design, acquisition or construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued pursuant hereto, 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 2013 A Bonds and the Series 1989 A Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the City Clerk a written statement by the Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues 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 be not less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Bonds then Outstanding;

(2) Any additional Parity Bonds theretofore issued pursuant to the provisions contained in the Prior Ordinances 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 hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which has expired (without successful appeal) prior to the issuance of such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds 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 accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for the Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the 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 Issuer 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 Issuer shall permit the Authority and the DEP, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Issuer shall submit to the Authority and the DEP such documents and information as they may reasonably require in connection with the design, acquisition, construction and installation of the Project; the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

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

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

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

The Issuer shall file with the Authority and the DEP, or any other original purchaser of the Series 2013 Bonds and shall mail in each year to any Holder or Holders of the Series 2013 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 Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof), 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 2013 Bonds and shall submit the report to the Authority and the DEP or any other original purchaser of the Series 2013 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 and Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

Subject to the terms, conditions and provisions of the Loan Agreement and the Act, the Issuer has acquired, or shall do all things necessary to acquire, the proposed site of the Project and shall do, is doing or has done all things necessary to construct the Project in accordance with the plans, specifications and designs prepared by the Consulting Engineers. All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all times be and remain the property of the Issuer.

The Issuer shall 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 Agreement for the Series 2013 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 2013 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, to meet the coverage requirements set forth in the Prior Ordinance so long as the Prior Bonds are Outstanding and thereafter, (i) to provide for all Operating Expenses of the System; and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2013 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Series 2013 A Bonds including the Prior Bonds; provided that, 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 2013 A 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, if any, on the Series 2013 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Series 2013 A 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 Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the DEP within 30 days of adoption thereof. The Issuer 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, 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 Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the DEP by the 20th day of each month.

Section 7.11. Engineering Services and Operating Personnel. The Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, 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 Issuer shall provide and maintain competent and adequate engineering services satisfactory to the Authority and the DEP covering the supervision and inspection of the development and construction of the Project and bearing 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 Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Issuer shall require the Consulting Engineers to submit Record Drawings, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the DEP in writing of such receipt. The Issuer shall submit a "Performance Certificate," a form of which is attached to the Loan Agreement for the Series 2013 Bonds as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

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

The Issuer 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 Agreement. The Issuer shall notify the DEP in writing of the certified operator employed at the 50% completion stage.

The Issuer will serve the additional customers at the location(s) as set forth in Certificate of Engineer. The Issuer will not reduce the amount of additional customers served by the project without the prior written approval of the Authority. Following completion of the Project the Issuer will certify to the Authority the number of customers added to the System.

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System 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 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 Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of 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 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 Issuer hereby covenants and agrees that so long as the Series 2013 Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. In the event of any damage to or destruction of any portion of the System, the proceeds of all such insurance policies shall be placed in the Renewal and Replacement Account and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Account. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, 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 contractors and subcontractors, as their interests may appear.

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

(3) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the amount of any construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

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

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

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

B. The Issuer 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 Issuer shall verify such bonds prior to commencement of construction.

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

Section 7.16. Mandatory Connections. The mandatory use of the sewerage 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 Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 20 day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.17. Completion and Operation of Project; Permits; and Orders. The Issuer 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 Issuer 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 West Virginia Infrastructure and Jobs Development Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals of issuance of the Series 2013 Bonds required by State law, with all requisite appeal periods having expired without successful appeal, except as otherwise provided in Section 1.02(I) and the Issuer shall supply an opinion of counsel to such effect.

Section 7.18. Compliance with the Loan Agreement and the Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the DEP with copies of all documents submitted to the Authority. The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the Authority, the DEP or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

The Issuer shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia in the manner prescribed by and the guidelines established by the Authority and the Public Service Commission.

Section 7.19. [RESERVED}.

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; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2013 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 DEP for written approval. The Issuer shall obtain the written approval of the DEP before expending any proceeds of the Series 2013 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 DEP before expending any proceeds of the Series 2013 Bonds made available due to bid or construction or project underruns.

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

Section 7.22. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2013 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 2013 Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the First Lien Bonds and senior and prior to the Series 1989 B 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 Issuer 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, or such other bank or national banking association, as the case may be, shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank may make any and all investments permitted by this section through its own investment or trust department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2013 Bonds are Outstanding and as long thereafter as necessary to comply with the Code and to assure the exclusion of interest, if any, on the Series 2013 Bonds from gross income for federal income tax purposes.

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 2013 Bonds as a condition to issuance of the Series 2013 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 2013 Bonds as may be necessary in order to maintain the status of the Series 2013 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 2013 Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the DEP, as the case may be, from which the proceeds of the Series 2013 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 2013 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 2013 Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on any Series 2013 Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions relating to the Series 2013 Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2013 Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

(3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or

(4) If default occurs with respect to the Prior Bonds or the Prior Ordinance.

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 2013 A Bonds shall be on a parity with those of the Holders of the First Lien Bonds, and senior and prior to the Series 1989 B 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 under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to

such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

Such receiver, in the performance of the powers 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 2013 A Bonds. If the Issuer shall pay, or there shall otherwise be paid, to the Registered Owners of the Series 2013 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net 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 2013 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2013 A Bonds from gross income for federal income tax purposes.

Section 10.02. Payment of Series 2013 B Bonds. If the Issuer shall pay, or there shall otherwise be paid, to the Registered Owners of all of the Series 2013 B Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net 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 2013 B Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2013 B 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 2013 Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2013 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 2013 Bonds shall be made without the consent in writing of the Registered Owners of the Series 2013 Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2013 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 2013 Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest, if any, on the Series 2013 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 2013 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 Ordinance. 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 Ordinance, the Prior Ordinance 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 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. 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 Point Pleasant Register*, a newspaper of general circulation in The City of Point Pleasant, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2013 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.

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Section 11.08. Effective Date. This Ordinance shall take effect immediately following public hearing hereon.

Passed on First Reading:	March 11, 2013
Passed on Second Reading:	April 8, 2013
Passed on Final Reading Following Public Hearing:	May 13, 2013

Mayor

711430.00002

5788376

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Governing Body of THE CITY OF POINT PLEASANT on the 13th day of May, 2013.

Dated: June 27, 2013.

[SEAL]

Amber Patterson
City Clerk

5788376

THE CITY OF POINT PLEASANT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISIONS, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA SRF PROGRAM) AND COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 B (WEST VIRGINIA SRF PROGRAM/GREEN), OF THE CITY OF POINT PLEASANT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the city council (the "Governing Body") of The City of Point Pleasant (the "Issuer") has duly and officially adopted and enacted a bond ordinance, effective May 13, 2013 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING 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 OF POINT PLEASANT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF POINT PLEASANT OF NOT MORE THAN $4,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA SRF PROGRAM) AND NOT MORE THAN $300,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 B (WEST VIRGINIA SRF PROGRAM/GREEN); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND

CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of the Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), in an aggregate principal amount not to exceed $4,500,000 (the "Series 2013 A Bonds"); and Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), in an aggregate principal amount not to exceed $300,000 (the "Series 2013 B Bonds"), (collectively, the "Series 2013 Bonds");

WHEREAS, the Bond Ordinance has authorized the execution and delivery of a Loan Agreement relating to the Series 2013 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"), (the "Loan Agreement"), 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 Agreement 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 2013 Bonds should be established by a supplemental resolution pertaining to the Series 2013 Bonds; and that other matters relating to the Series 2013 Bonds be herein provided for;

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

WHEREAS, the Series 2013 Bonds are proposed to be purchased by the Authority pursuant to the Loan Agreement; and

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be 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 2013 Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2013 Bonds be herein provided for;

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

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

A. Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the original aggregate principal amount of $3,713,058. The Series 2013 A Bonds shall be dated the date of delivery thereof, shall finally mature September 1, 2034 and shall bear interest at the rate of 2.0%. The principal and interest on the Series 2013 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December

1 of each year, commencing December 1, 2014 to and including September 1, 2034, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement for the Series 2013 A Bonds and incorporated in and made a part of the Series 2013 A Bonds. The Series 2013 A Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the Registered Owner of the Series 2013 A Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to 1.0% of the principal amount of the Series 2013 A Bonds set forth in "Schedule Y" attached to the Loan Agreement.

B. Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of $221,299. The Series 2013 B Bonds shall be dated the date of delivery thereof and shall bear no interest. The principal amounts advanced under the Series 2013 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2013 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven. The Series 2013 B Bonds 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 DEP, and otherwise in compliance with, the Loan Agreement. The Series 2013 B Bonds are not subject to the SRF Administrative Fee.

Section 2. All other provisions relating to the Series 2013 Bonds and the text of the Series 2013 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 Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the applications to the DEP and the Authority. The price of the Series 2013 Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Series 2013 Bonds shall be advanced from time to time as requisitioned by the Issuer.

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 2013 Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2013 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 2013 Bonds under the Bond Ordinance.

Section 6. The Issuer does hereby appoint and designate Peoples Bank, Point Pleasant, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 7. Series 2013 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2013 A Sinking Fund, as capitalized interest.

Section 8. Series 2013 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2013 A Bonds Reserve Account.

Section 9. The balance of the proceeds of the Series 2013 A Bonds shall be deposited in or credited to the Series 2013 Bonds Construction Trust Fund for payment of the Costs of the Project, including, without limitation, costs of issuance of the Series 2013 A Bonds and related costs.

Section 10. The proceeds of the Series 2013 B Bonds shall be deposited in or credited to the Series 2013 Bonds Construction Trust Fund for payment of the Costs of the Project, including, without limitation, costs of issuance of the Series 2013 B Bonds and related costs.

Section 11. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Series 2013 Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2013 Bonds may be delivered on or about June 27, 2013, to the Authority pursuant to the Loan Agreement.

Section 12. The acquisition and construction of the Project and the financing thereof with proceeds of the Series 2013 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 13. The Issuer does hereby ratify, approve and accept all contracts relating to the financing, acquisition and construction of the Project.

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

[Remainder of Page Intentionally Blank]

Adopted this 10th day of June, 2013.

Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of The City of Point Pleasant on the 10th day of June, 2013.

Dated: June 27, 2013.

[SEAL]

Amber Patterson
City Clerk

711430.00002

SRF-LP-1
(09/12)

LOAN AGREEMENT

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

CITY OF POINT PLEASANT (2010S-1190/C-544082)
(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 direct the distribution of loans to particular local governments pursuant to the Clean Water Act;

WHEREAS, under the Act the DEP is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection Agency ("EPA") to accept capitalization grant awards (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 make loans from the Fund to local governments for the acquisition or construction of wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in the Clean Water Act and the Act;

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

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

WHEREAS, the Local Government is authorized and empowered by the statutes of the State to 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 a Loan with attachments and exhibits and an Amended Application for a Loan also with attachments and exhibits (together, as further revised and supplemented, the "Application"), which Application is incorporated herein by this reference; and

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

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

ARTICLE I

Definitions

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

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

1.3 "Decentralized System" means wastewater treatment systems that treat wastewater, then reusing and/or dispersing the reclaimed water, as close to where it is generated as practical in each circumstance. A Decentralized System may include: on-site systems contained entirely within the simple boundaries of the lot it serves; small-scale collective systems, with their reuse/dispersal sites on easements on the lots served, on vacant lots purchased for this purpose, on off-site properties, or a combination of these; larger scale collective systems utilizing dispersed or aggregated reuse/dispersal sites or discharging to surface water.

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

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

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

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

1.8 "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.

1.9 "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.

1.10 "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.

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

1.12 "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.

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

ARTICLE II

The Project and the System

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

2.2 Subject to the terms, conditions and provisions of this Loan Agreement and 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, in accordance with generally accepted governmental accounting standards. The Local Government shall permit the Authority and DEP, acting by and through their Directors or duly authorized agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the Local Government shall submit to the Authority and DEP such documents and information as it may reasonably require in connection with the construction, acquisition and installation of the Project, the operation and maintenance of the System and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

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

2.7 The Local Government shall require that each construction contractor furnish a performance bond and a payment bond, each in an amount at least equal to one hundred percent (100%) of the contract price of the portion of the Project covered by the particular contract as security for the faithful performance of such contract 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 Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds are outstanding. Prior to commencing operation of the Project, the Local Government must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

2.9 The Local Government shall provide and maintain competent and adequate 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 Record Drawings, 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 or updated Operation and Maintenance Manual, if necessary 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 a state certified plant operator prior to the Project being 50% complete and notify the DEP of such employment. The Local Government shall retain the operator(s) to operate the System during the entire term of this Loan Agreement.

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 20th of each month to DEP and the Authority.

2.13 The Local Government shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia (the "PSC").

2.14 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 Loan; Issuance of Local Bonds

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

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

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

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

(d) The Local Government shall either have received bids or entered into contracts for the construction of the Project, which are in an amount and otherwise compatible with the plan of financing described in the Application; provided that, if the Loan will refund an interim 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 Loan Agreement, the rules and regulations promulgated by the Authority and DEP, including the SRF Regulations, or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government, it is hereby agreed that the Authority shall make the Loan to the Local Government and the Local Government shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Local Government shall sell to the Authority and the Authority shall make the Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

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

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Local Government by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as close as possible to the designated date and mutually agreeable to the Authority, DEP and the Local Government. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing."

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

4.1 The Local Government shall, as one of the conditions of the Authority and DEP to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Local Government in accordance with the Local Statute, which shall, as 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 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 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 Loan shall be secured by the pledge and assignment by the Local Government, as effected by the Local Act, of the fees, charges and other revenues of the Local Government from the System.

4.3 At least five percent (5%) of the proceeds of the Local Bonds will be advanced on the Date of Loan Closing. The remaining proceeds of the Local Bonds shall be advanced by the 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 make any loans shall be conditioned upon the availability of moneys in the Fund in such amount and on such terms and conditions as, in the sole judgment of the Authority, will enable it to make the Loan.

ARTICLE V

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

5.1 The Local Government hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Loan Agreement and the Local Act. The Local Government hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to make the Loan, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System 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 Loan 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 Loan Agreement.

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

5.4 The Local Government hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Local Government, the Authority may exercise any or all of the rights and powers granted under Section 5 of the Act, including, without limitation, the right to impose, enforce and collect 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 Loan 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 Loan Agreement.

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

6.3 The Local Government hereby agrees to repay on or prior to the Date of Loan Closing any moneys due and owing by it to the Authority or any other lender for the planning or design of the Project.

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

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

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

7.4 No waiver by any party of any term or condition of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Loan Agreement.

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

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

7.7 This Loan Agreement shall terminate upon the earlier of:

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

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

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

CITY OF POINT PLEASANT

(SEAL)

By: _____
Its: Mayor
Date: June 27, 2013

Attest:

_____
Its: City Clerk

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

By: _____
Its: Director
Date: June 27, 2013

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Its: Executive Director
Date: June 27, 2013

Attest:

_____
Its: Authorized Officer

{C2612300.1}

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 20th 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 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"), 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 schematic design for the Project began [before July 1, 2012], (iii) 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; (iv) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set

forth in Schedule A attached hereto as Exhibit A, and my 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; (v) the successful bidders received any and all addenda to the original bid documents; (vi) 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; (vii) the successful bids include prices for every item on such bid forms; (viii) the uniform bid procedures were followed; (ix) 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; (x) 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 Loan Agreement; (xi) 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; (xii) the Project design was performed in compliance with the provisions of West Virginia Code Chapter 22, Article 29; and (xiii) 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.

4. The Project will serve _____ new customers in the _____ area.

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. ASSET MANAGEMENT – The Local Government shall submit an acceptable asset management plan or where applicable, updated plans, to DEP no later than six months following substantial completion of the Project. This requirement shall be included in the bond closing documents.

C. WAGE RATES – The Local Government shall require that all laborers and mechanics employed by its contractors and subcontractors be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 32 of title 40, United States Code. The Local Government must require that contractors and subcontractors obtain wage determinations from DOL and comply with DOL guidance and regulations implementing wage rate requirements.

D. CLOSING REQUIREMENTS – The Closing is contingent on the DEP's receipt of an acceptable Final Title Opinion.

EXHIBIT F

MONTHLY PAYMENT FORM

West Virginia Water Development Authority
1009 Bullitt Street
Charleston, WV 25301

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 Loan Closing]

West Virginia Water Development Authority
1009 Bullitt Street
Charleston, WV 25301

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 loan agreement dated _____, ____, including all schedules and exhibits attached thereto (the "Loan 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 Loan Agreement. The Local Bonds are issued in the principal amount of $_____, in the form of one bond, registered as to principal and interest to the Authority, with principal and interest 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 Loan 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 Loan 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 Loan Agreement.

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

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

2. The Loan Agreement inures to the benefit of the Authority and 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 Loan 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

A. Series A Bonds (CWSRF Base Program)

Principal Amount of Local Bonds	$3,713,058
Purchase Price of Local Bonds	$3,713,058

The Local Bonds shall bear interest at a rate of 2% per annum. Commencing December 1, 2014, principal and interest of the Local Bonds is payable quarterly, with an administrative fee of 1% per annum. 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.

Number of Proposed New Customers to Be Served: 0
Location: North Point Pleasant drainage area

As of the date of the Bond Purchase 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: City of Point Pleasant Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 A (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $1,837,600.

There are Outstanding obligations of the Local Government which will rank junior and subordinate to the Local Bonds as to liens, pledge and source of security for payment, being the City of Point Pleasant's Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $272,400.

B. Series B Bonds (CWSRF Forgiveness)

Principal Amount of Local Bonds	$221,299
Purchase Price of Local Bonds	$221,299

The Local Bonds shall bear no interest. The Authority at the direction of the DEP shall forgive the principal amount of the Local Bonds. The principal amounts advanced under the Series B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series B Bonds shall be deemed no longer outstanding after the last advance is forgiven.

The Local Bonds are fully registered in the name of the Authority.

The Local Government shall make monthly payments into the Renewal and Replacement Fund as required by Section 4.1 of this Agreement for at least the term of the Local Bonds.

The Local Government shall notify the Authority and the Council of any proposed bond indebtedness secured by the revenues of the System.

SCHEDULE Y
DEBT SERVICE SCHEDULE

Bond Debt Service
City of Point Pleasant
CW SRF
$3,713,058, 20 years
2% Interest Rate, 1% Administrative Fee

	Dated Date		6/27/2013		
	Delivery Date		6/27/2013		
Period Ending	**Principal**	**Interest**	**Debt Service**	**Administrative Fee**	**Total Quarterly Repayment Amt.**
9/1/2014					
12/1/2014	37,862	18,565.29	56,427.29	5,007.13	61,434.42
3/1/2015	38,052	18,375.98	56,427.98	5,007.13	61,435.11
6/1/2015	38,242	18,185.72	56,427.72	5,007.13	61,434.85
9/1/2015	38,433	17,994.51	56,427.51	5,007.13	61,434.64
12/1/2015	38,625	17,802.35	56,427.35	5,007.13	61,434.48
3/1/2016	38,818	17,609.22	56,427.22	5,007.13	61,434.35
6/1/2016	39,012	17,415.13	56,427.13	5,007.13	61,434.26
9/1/2016	39,207	17,220.07	56,427.07	5,007.13	61,434.20
12/1/2016	39,403	17,024.04	56,427.04	5,007.13	61,434.17
3/1/2017	39,600	16,827.02	56,427.02	5,007.13	61,434.15
6/1/2017	39,799	16,629.02	56,428.02	5,007.13	61,435.15
9/1/2017	39,997	16,430.03	56,427.03	5,007.13	61,434.16
12/1/2017	40,197	16,230.04	56,427.04	5,007.13	61,434.17
3/1/2018	40,398	16,029.06	56,427.06	5,007.13	61,434.19
6/1/2018	40,600	15,827.07	56,427.07	5,007.13	61,434.20
9/1/2018	40,803	15,624.07	56,427.07	5,007.13	61,434.20
12/1/2018	41,007	15,420.05	56,427.05	5,007.13	61,434.18
3/1/2019	41,213	15,215.02	56,428.02	5,007.13	61,435.15
6/1/2019	41,419	15,008.95	56,427.95	5,007.13	61,435.08
9/1/2019	41,626	14,801.86	56,427.86	5,007.13	61,434.99
12/1/2019	41,834	14,593.73	56,427.73	5,007.13	61,434.86
3/1/2020	42,043	14,384.56	56,427.56	5,007.13	61,434.69
6/1/2020	42,253	14,174.34	56,427.34	5,007.13	61,434.47
9/1/2020	42,464	13,963.08	56,427.08	5,007.13	61,434.21
12/1/2020	42,677	13,750.76	56,427.76	5,007.13	61,434.89
3/1/2021	42,890	13,537.37	56,427.37	5,007.13	61,434.50
6/1/2021	43,105	13,322.92	56,427.92	5,007.13	61,435.05
9/1/2021	43,320	13,107.40	56,427.40	5,007.13	61,434.53
12/1/2021	43,537	12,890.80	56,427.80	5,007.13	61,434.93
3/1/2022	43,754	12,673.11	56,427.11	5,007.13	61,434.24
6/1/2022	43,973	12,454.34	56,427.34	5,007.13	61,434.47
9/1/2022	44,193	12,234.48	56,427.48	5,007.13	61,434.61
12/1/2022	44,414	12,013.51	56,427.51	5,007.13	61,434.64
3/1/2023	44,636	11,791.44	56,427.44	5,007.13	61,434.57
6/1/2023	44,859	11,568.26	56,427.26	5,007.13	61,434.39
9/1/2023	45,084	11,343.97	56,427.97	5,007.13	61,435.10
12/1/2023	45,309	11,118.55	56,427.55	5,007.13	61,434.68
3/1/2024	45,536	10,892.00	56,428.00	5,007.13	61,435.13
6/1/2024	45,763	10,664.32	56,427.32	5,007.13	61,434.45
9/1/2024	45,992	10,435.51	56,427.51	5,007.13	61,434.64
12/1/2024	46,222	10,205.55	56,427.55	5,007.13	61,434.68

Bond Debt Service

City of Point Pleasant

CW SRF

$3,713,058, 20 years

2% Interest Rate, 1% Administrative Fee

Period Ending	Principal	Interest	Debt Service	Administrative Fee	Total Quarterly Repayment Amt.
3/1/2025	46,453	9,974.44	56,427.44	5,007.13	61,434.57
6/1/2025	46,685	9,742.17	56,427.17	5,007.13	61,434.30
9/1/2025	46,919	9,508.75	56,427.75	5,007.13	61,434.88
12/1/2025	47,153	9,274.15	56,427.15	5,007.13	61,434.28
3/1/2026	47,389	9,038.39	56,427.39	5,007.13	61,434.52
6/1/2026	47,626	8,801.44	56,427.44	5,007.13	61,434.57
9/1/2026	47,864	8,563.31	56,427.31	5,007.13	61,434.44
12/1/2026	48,104	8,323.99	56,427.99	5,007.13	61,435.12
3/1/2027	48,344	8,083.47	56,427.47	5,007.13	61,434.60
6/1/2027	48,586	7,841.75	56,427.75	5,007.13	61,434.88
9/1/2027	48,829	7,598.82	56,427.82	5,007.13	61,434.95
12/1/2027	49,073	7,354.68	56,427.68	5,007.13	61,434.81
3/1/2028	49,318	7,109.31	56,427.31	5,007.13	61,434.44
6/1/2028	49,565	6,862.72	56,427.72	5,007.13	61,434.85
9/1/2028	49,813	6,614.90	56,427.90	5,007.13	61,435.03
12/1/2028	50,062	6,365.83	56,427.83	5,007.13	61,434.96
3/1/2029	50,312	6,115.52	56,427.52	5,007.13	61,434.65
6/1/2029	50,564	5,863.96	56,427.96	5,007.13	61,435.09
9/1/2029	50,816	5,611.14	56,427.14	5,007.13	61,434.27
12/1/2029	51,070	5,357.06	56,427.06	5,007.13	61,434.19
3/1/2030	51,326	5,101.71	56,427.71	5,007.13	61,434.84
6/1/2030	51,582	4,845.08	56,427.08	5,007.13	61,434.21
9/1/2030	51,840	4,587.17	56,427.17	5,007.13	61,434.30
12/1/2030	52,100	4,327.97	56,427.97	5,007.13	61,435.10
3/1/2031	52,360	4,067.47	56,427.47	5,007.13	61,434.60
6/1/2031	52,622	3,805.67	56,427.67	5,007.13	61,434.80
9/1/2031	52,885	3,542.56	56,427.56	5,007.13	61,434.69
12/1/2031	53,149	3,278.14	56,427.14	5,007.13	61,434.27
3/1/2032	53,415	3,012.39	56,427.39	5,007.13	61,434.52
6/1/2032	53,682	2,745.32	56,427.32	5,007.13	61,434.45
9/1/2032	53,951	2,476.91	56,427.91	5,007.13	61,435.04
12/1/2032	54,220	2,207.15	56,427.15	5,007.13	61,434.28
3/1/2033	54,491	1,936.05	56,427.05	5,007.13	61,434.18
6/1/2033	54,764	1,663.60	56,427.60	5,007.13	61,434.73
9/1/2033	55,038	1,389.78	56,427.78	5,007.13	61,434.91
12/1/2033	55,313	1,114.59	56,427.59	5,007.13	61,434.72
3/1/2034	55,590	838.02	56,428.02	5,007.13	61,435.15
6/1/2034	55,867	560.07	56,427.07	5,007.13	61,434.20
9/1/2034	56,147	280.74	56,427.74	5,007.13	61,434.87
	3,713,058	801,140.69	4,514,198.69	400,570.40	4,914,769.09

The quarterly repayment amount reflects an administrative fee of $5,007.40 that results in a total administrative expense of $400,570.40 over the life of the loan.

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

Chase Tower, Eighth Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

Writer's Contact Information
(304) 353-8196 – Telephone
(304) 353-8181 – Facsimile
John.Stump@steptoe-johnson.com

May 31, 2013

02:29 PM MAY 31 2013 PSC EXEC SEC DIV

Via Hand Delivery

Sandra Squire, *Executive Secretary*
Public Service Commission of West Virginia
201 Brooks Street
Charleston, West Virginia 25323

CASE NO.: 12-0893-S-CN

CITY OF POINT PLEASANT

Dear Ms. Squire:

Enclosed herein for filing on behalf of the City of Point Pleasant, please find an affidavit by the City's certified public accountant.

Please file the enclosed affidavit and distribute the additional copies to the appropriate parties at the Commission. Additionally, I ask that you date stamp the file copy provided and return it with our messenger. Thank you in advance for your attention to this matter, and should you have any questions please contact me at (304) 353-8196.

Best Regards,

John C. Stump
(W. V. State Bar No. 6385)

Enclosures

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

02:29 PM MAY 31 2013 PSC EXEC SECY

CASE NO. 12-0893-S-CN
CITY OF POINT PLEASANT,
a municipality. Pt. Pleasant, Mason County.

Application for a certificate of convenience and necessity to construct certain additions and improvements to its existing sewerage system, and for approval of the related financing.

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

AFFIDAVIT

We have reviewed the Recommended Decision entered January 31, 2013 which became a Final Order on February 20, 2013 and Corrective Order entered February 1, 2013 of the Public Service Commission of West Virginia in Case No. 12-0893-S-CN approving the financing consisting of consisting of (i) a Department of Environmental Protection Clean Water State Revolving Fund loan in the amount of $4,193,600 at 2% interest and 1% administrative fee for 20 years; and (ii) a forgivable Clean Water State Revolving Fund loan in the amount of $236,400.

Based upon all the information that has been provided, to date, we are of the opinion that the rates and charges are not affected by the revised funding consisting of: (i) a Department of Environmental Protection Clean Water State Revolving Fund loan in the amount of $3,713,058 at 2% interest and 1% administrative fee for 20 years; (ii) a forgivable Clean Water State Revolving Fund loan in the amount of $221,299; and (iii) a contribution from the City in the amount of $458,311.

This Affidavit is executed on the 30th day of May, 2013.

Michael D. Griffith, CPA, AFI
Griffith & Associates, PLLC

Taken, subscribed and sworn to before me this 30th day of May, 2013.

My commission expires April 26, 2014.

Dreama Kingrey
Notary Public

[SEAL]

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DREAMA KINGREY
GRIFFITH & ASSOCIATES
930 LITTLE COAL RIVER ROAD
ALUM CREEK, WV 25003
My commission expires April 26, 2014

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: February 1, 2013

CASE NO. 12-0893-S-CN

CITY OF POINT PLEASANT,
a municipality, Pt. Pleasant, Mason County.
Application for a certificate of convenience and necessity to construct certain additions and improvements to its existing sewerage system, and for approval of the related financing.

CORRECTIVE ORDER

This Order corrects a typographical error in a Recommended Decision issued January 31, 2013.

On January 31, 2013, a Recommended Decision was issued granting the certificate application filed by the City of Point Pleasant. The Recommended Decision incorrectly stated the amount of the Clean Water State Revolving Fund forgivable loan. The correct amount of the loan is $236,400.

IT IS, THEREFORE, ORDERED that the Recommended Decision issued January 31, 2013, be, and hereby is, corrected so that all references made to the amount of the Clean Water State Revolving Fund loan in the order be $236,400.

IT IS FURTHER ORDERED that the Executive Secretary's Office serve a copy of this order upon all parties by electronic service, if they have filed an e-service agreement with the Commission; by United States Certified Mail, return receipt requested, if they have not filed an e-service agreement with the Commission; and upon Commission Staff by hand delivery.

K. A. George
Keith A. George
Administrative Law Judge

KAG:s
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PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL

2/20/2013

Entered: January 31, 2013

CASE NO. 12-0893-S-CN

CITY OF POINT PLEASANT,
a municipality, Pt. Pleasant, Mason County.
Application for a certificate of convenience and necessity to construct certain additions and improvements to its existing sewerage system, and for approval of the related financing.

RECOMMENDED DECISION

This Order grants the certificate.

On June 28, 2012, the City of Point Pleasant (Utility) filed an application for a certificate of convenience and necessity to construct certain additions and improvements to its existing sewer system in Mason County.

On June 29, 2012, the Commission ordered the Utility to publish notice of its filing.

On July 10, 2012, the Commission referred the matter. The current decision due deadline is March 13, 2013.[1]

On August 3, 2012, the Utility filed an affidavit of publication indicating that the Utility properly published notice in Mason County. There have been no protests filed pursuant to the notice.

On January 25, 2013, Staff recommended that the Utility be granted a certificate without a hearing.

FINDINGS OF FACT

1. On June 28, 2012, the Utility filed an application for a certificate of convenience and necessity to make certain additions and improvements to the Utility's existing sewer system. The project includes a partial separation of the Utility's storm sewer from its sanitary

[1] The deadline was twice extended and the statutory deadline tolled at the request of the Utility.

sewer and improvements to both the storm and sanitary sewers. (See application and Staff filing of January 25, 2013).

2. The project has been reviewed by the West Virginia Infrastructure and Jobs Development Council. (Project No. 2010S-1190).

3. The project is estimated to cost $4,430,000. (See application and Staff filing of January 25, 2013).

4. The Utility's combined sewer system is subject to frequent discharges during rain events. The Utility has several combined sewer overflow locations. (See Staff filing of January 25, 2013).

5. The current system results in street flooding in the northern area of Point Pleasant and results in significant basement flooding in the area. (Id.).

6. The West Virginia Department of Environmental Protection (DEP) issued an administrative order regarding the problem to the Utility in November 2006 which modified a Long-Term Control Plan (LTCP) which had been originally approved in 2002. (Order No. 5984).

7. The revised LTCP was approved by the DEP in April 2009 and required certain improvements including the completion of the instant project. (See Staff filing of January 25, 2013).

8. Eighty-five percent of the Utility's sewer system consists of aged clay pipe with many deteriorated and leaking joints which create inflow and infiltration. (Id.).

9. The Utility has obtained numerous permits needed for the project from various state, federal and local governmental agencies. It will need to also obtain a stormwater control permit from the DEP prior to construction. (Id.).

10. Not all easements have been obtained by the Utility. Staff recommended that any easements not yet obtained be filed prior to the project bid. (Id.).

11. The population of the City of Point Pleasant has been steadily declining since 1990 which could impact revenue projections in the future for the Utility. (Id.).

12. The total cost of engineering represents 14.7% of construction cost which is within the appropriate guidelines. (Id.).

13. Staff recommended that the Utility require the project engineer to provide it with all documents generated during the project in executable digital format in order to make future infrastructure projects easier to design and administer. (Id.).

14. The Utility considered alternatives to the project but they did not meet the requirements of the LTCP approved by the DEP. (Id.).

15. The project cost per existing customer is approximately $2,000 which Staff views as low for an environmental compliance project for a sewer system. (See Staff filing of January 25, 2013).

16. Staff expressed concerns that the Utility carefully consider any negative potential impacts to customers regarding the creation of possible additional basement flooding. Staff indicated that some other West Virginia sewer utilities experienced greater customer complaints and difficulties after partial separation of storm and sanitary sewer systems. (Id.).

17. The project will improve the Utility's ability to efficiently transport stormwater to nearby streams and help eliminate local flooding and ponding. It will remove stormwater sources from the sanitary system. (Id.).

18. The proposed financing for the project is a loan from the Department of Environmental Protection Clean Water State Revolving Fund in the amount of $4,193,600 at 2% interest and a 1% administrative fee for 20 years and a forgivable Clean Water State Revolving Fund loan in the amount of $263,400. (Id.).

19. The Utility increased its rates through ordinance effective October 25, 2012. The project rates will become effective when the project is substantially complete or at the commencement of project debt service. The project rates increase the Utility's rates by 52.5%. (Id.).

20. The project will result in an increase in O&M expenses in the amount of $53,365 per year. (Id.).

21. The Utility's project rates will provide a surplus of $211,212 and debt service coverage of 156%. (Id.).

22. Staff recommended approving the project without hearing on January 25, 2013. (Id.).

CONCLUSIONS OF LAW

1. The public convenience and necessity require the project.

2. The proposed financing is reasonable and should be approved.

ORDER

IT IS, THEREFORE, ORDERED that the City of Point Pleasant be, and hereby is, granted a certificate of convenience and necessity to construct the improvements to its sewer system as

described in its application filed on June 28, 2012. The cost of the project shall not exceed $4,430,000. Approval is contingent upon receipt of all necessary state and local permits. The Utility shall file all permits not yet filed with the Commission upon receipt.

IT IS FURTHER ORDERED that the proposed financing, consisting of a Department of Environmental Protection Clean Water State Revolving Fund loan in the amount of $4,193,600 at 2% interest and 1% administrative fee for 20 years and a forgivable Clean Water State Revolving Fund loan in the amount of $2,236,400, be, and hereby is, approved.
→ 236,400 - See Corrective Order.

IT IS FURTHER ORDERED that the Utility review the potential risks to customers in the area where sewer separation will occur to determine if any additional steps need to be taken to ensure customers will not experience basement flooding after project completion.

IT IS FURTHER ORDERED that, if the scope or plans for the project change, or project costs or financing changes require a further rate increase beyond any discussed in this order, the Utility must obtain prior Commission approval before commencing construction. Changes in project costs or financing do not require separate approval if those changes do not affect rates and the Utility submits an affidavit from a certified public accountant to this effect.

IT IS FURTHER ORDERED that the Utility provide the Commission with a copy of an engineer's certified bid tabulation for all contracts awarded on this project, as soon as they are available, but no later than ten (10) days after the bid opening date.

IT IS FURTHER ORDERED that the Utility submit to the Commission a copy of the certificate of substantial completion issued for each construction contract associated with the project, as soon as they are available, but no later than ten (10) days after the issuance of such documents.

IT IS FURTHER ORDERED that the Utility comply with all rules and regulations of the Division of Highways regarding the use of Division of Highways' rights-of-way.

IT IS FURTHER ORDERED that this matter be removed from the open docket.

The Executive Secretary is hereby ordered to serve a copy of this order upon the Commission by hand delivery, and by electronic service upon all parties of record who have filed an e-service agreement with the Commission and by United States Certified Mail, return receipt requested, upon all parties of record who have not filed an e-service agreement with the Commission.

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

If no exceptions are so filed this order shall become the order of the Commission, without further action or order, five (5) days following the expiration of the 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.

Keith A. George
Administrative Law Judge

KAG:cdk
120893aa.doc

WEST VIRGINIA

Infrastructure & Jobs Development Council

Gov. Joe Manchin, III
Chairman

Kenneth Lowe, Jr.
Public Member

Dwight Calhoun
Public Member

David "Bones" McComas
Public Member

Ron Justice
Public Member

Angela K. Chestnut, P.E.
Executive Director

Barbara J. Pauley
Administrative Secretary

May 10, 2010

The Honorable Brian Billings
Mayor, City of Point Pleasant Municipal Sewer
400 Viand Street
Point Pleasant, WV 25550

Re: City of Point Pleasant
Sewer Project 2010S-1190

Dear Mayor Billings,

The West Virginia Infrastructure and Jobs Development Council (Infrastructure Council) has reviewed the City of Point Pleasant's (City) preliminary application proposing a sewer separation project in the northern part of the City, replacing gravity sewers and manholes and installing storm sewers as well as a grass lined storm drainage area (Project).

Based on the findings of the Sewer Technical Review Committee, the Infrastructure Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The City should carefully review the enclosed comments of the Sewer Technical Review Committee as the City may need to address certain issues raised in said comments as it proceeds with the Project.

Upon consideration of the preliminary application, the Infrastructure Council determined that the City should pursue a $4,070,000 Clean Water State Revolving Fund loan (3%, 20 yrs) to fund this Project. Please contact the West Virginia Division of Environmental Protection office at 304-926-0499 (X1611) for specific information on the steps the City 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 Angela K. Chestnut at 304-558-4607 (X201).

Sincerely,

Kenneth Lowe, Jr.

Enclosure

cc: Mike Johnson, P.E., DEP (w/o enclosure) *(via e-mail)*
Timothy L. Utt, P.E., Burgess & Niple, Inc.
Kathy Elliott, Region II Planning & Development Council

180 Association Drive • Charleston, WV 25311 • Phone (304) 558-4607 • Fax (304) 558-4609

www.wvinfrastructure.com

west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street, SE
Charleston WV 25304
Telephone: (304) 926-0495
Fax: (304) 926-0496

Earl Ray Tomblin, Governor
Randy C. Huffman, Cabinet Secretary
dep.wv.gov

January 22, 2013

The Honorable Brian Billings
Mayor, City of Point Pleasant
400 Viand Street
Point Pleasant, West Virginia 25550

RE: City of Point Pleasant
Binding Commitment Letter
SRF No. C-544082

Dear Mayor Billings:

This letter is to confirm our intention of providing the long-term financing through the Clean Water State Revolving Fund Program for the City's wastewater improvement project. The project will construct a new sanitary trunk sewer and a storm drainage channel system to eliminate combined sewer overflows.

We are hereby committing an amount of $4,430,000 which contains two loan components: A repayable loan amount of $4,193,600 with a 2.0% interest rate, 1.0% administrative fee, for a term of 20 years and a "green" forgiveable loan in the amount of $236,400. The final amount may be adjusted after receipt of bids and a formal application is submitted.

If the City's bonds have not been issued to the Fund prior to July 22, 2013, it is understood that the Fund reserves the right to discontinue processing the City's application and on that day, will have no further responsibilities or obligations hereunder.

Should you have any questions, please do not hesitate to contact me at (304) 926-0499, extension 1596 or at Katheryn.D.Emery@wv.gov .

Sincerely,

Katheryn Emery

Katheryn D. Emery, P.E.
Program Manager
Clean Water SRF Program

cc: Ms. Samme Gee, Esquire, Jackson Kelly
Mr. Craig Richards, P.E., Burgess & Niple
Mr. Todd Swanson, Steptoe & Johnson PLLC

Promoting a healthy environment.

THE CITY OF POINT PLEASANT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

CROSS-RECEIPT FOR BOND AND BOND PROCEEDS

On the 27th day of June, 2013, 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 Point Pleasant (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the date hereof, the Authority received the Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), of the Issuer, in the principal amount of $3,713,058, numbered AR-1, issued as a single, fully registered Bond, dated June 27, 2013 (the "Series 2013 A Bonds"), and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), of the Issuer, in the principal amount of $221,299, numbered BR-1, issued as a single, fully registered Bond, dated June 27, 2013 (the "Series 2013 B Bonds").

2. At the time of such receipt, all the Series 2013 A Bonds and Series 2013 B 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 Series 2013 A Bonds and Series 2013 B Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2013 A Bonds, an amount of $196,718, being a portion of the principal amount of the Series 2013 A Bonds. The balance of the principal amount of the Series 2013 A Bonds will be advanced by the Authority and the West Virginia Department of Environmental Protection to the Issuer as acquisition and construction of the Project progresses.

4. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2013 B Bonds, an amount of $-0-, being a portion of the principal amount of the Series 2013 B Bonds. The balance of the principal amount of the Series 2013 B Bonds will be advanced by the Authority and the West Virginia Department of Environmental Protection to the Issuer as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Sheila A. Miller

Authorized Representative

THE CITY OF POINT PLEASANT

Mayor

711430.00002

THE CITY OF POINT PLEASANT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

Huntington National Bank
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

There are delivered to you herewith on this 27th day of June, 2013:

(1) Bond No. AR-1, constituting the entire original issue of The City of Point Pleasant Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), in the principal amount of $3,713,058, and Bond No. BR-1, constituting the entire original issue of The City of Point Pleasant Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), in the principal amount of $221,299, (collectively, the "Series 2013 Bonds"), executed by the Mayor and the City Clerk of The City of Point Pleasant (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 May 13, 2013, and a Supplemental Resolution duly adopted by the Issuer on June 10, 2013 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of a Loan Agreement for the Series 2013 Bonds, dated June 27, 2013, by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Department of Environmental Protection (the "DEP") (the "Loan Agreement"); and

(4) Executed opinions of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Series 2013 Bonds.

You are hereby requested and authorized to deliver the Series 2013 A Bonds to the Authority upon payment to the Issuer of the sum of $196,718, representing a portion of the principal amount of the Series 2013 A Bonds. Prior to such delivery of the Series 2013 A Bonds, you will please cause the Series 2013 A Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

You are hereby requested and authorized to deliver the Series 2013 B Bonds to the Authority upon payment to the Issuer of the sum of $-0-, representing a portion of the principal amount of the Series 2013 B Bonds. Prior to such delivery of the Series 2013 B Bonds, you will please cause the Series 2013 B Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the form of Certificate of Authentication and Registration thereon.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

THE CITY OF POINT PLEASANT

Mayor

711430.00002

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF POINT PLEASANT
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-1 $3,713,058

KNOW ALL MEN BY THESE PRESENTS: That on the 27th day of June, 2013, THE CITY OF POINT PLEASANT, a municipal corporation and political subdivision of the State of West Virginia in Mason 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 THREE MILLION SEVEN HUNDRED THIRTEEN THOUSAND FIFTY EIGHT DOLLARS ($3,713,058), 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, 2014, to and including September 1, 2034, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest of 2.0% payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2014, to and including September 1, 2034, at the rate per annum as set forth on said EXHIBIT B. The SRF Administrative Fee of 1.0% (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, 2014, 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"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the Registered Owner hereof at the address as it appears on the books of The Huntington National Bank, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

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 (the "Loan Agreement") by and among the Issuer, the Authority and the DEP, dated June 27, 2013.

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"); and (ii) 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 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on May 13, 2013, and a Supplemental Resolution duly adopted by the Issuer on June 10, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 27, 1989, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,837,600 (THE "SERIES 1989 A BONDS" OR THE "FIRST LIEN BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR TO, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED JUNE 27, 1989, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $272,400 (THE "SERIES 1989 B BONDS").

THE FIRST LIEN BONDS AND THE SERIES 1989 B BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the First Lien Bonds, and senior and prior to the Series 1989 B Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Series 2013 A Bonds (the "Series 2013 A Bonds Reserve Account"), and unexpended proceeds of the Series 2013 A Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest, if any, 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, if any, hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2013 A Bonds Reserve Account and unexpended proceeds of the Series 2013 A Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable

from such revenues on a parity with the Series 2013 A Bonds, including the First Lien Bonds; provided however, that so long as there exists in the Series 2013 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Series 2013 A 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 or junior and subordinate to the Series 2013 A Bonds, including the Prior 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 (as defined in the Bond Legislation) 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 at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest, if any, 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 Blank]

IN WITNESS WHEREOF, THE CITY OF POINT PLEASANT 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

SPECIMEN

ATTEST:

City Clerk

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2013 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the Registered Owner set forth above, as of the date set forth below.

Date: June 27, 2013.

THE HUNTINGTON NATIONAL BANK
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $196,718	06/27/2013	(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

Bond Debt Service

City of Point Pleasant

CW SRF

$3,713,058, 20 years

2% Interest Rate, 1% Administrative Fee

Dated Date	6/27/2013
Delivery Date	6/27/2013

Period Ending	Principal	Interest	Debt Service	Administrative Fee	Total Quarterly Repayment Amt.
9/1/2014					
12/1/2014	37,862	18,565.29	56,427.29	5,007.13	61,434.42
3/1/2015	38,052	18,375.98	56,427.98	5,007.13	61,435.11
6/1/2015	38,242	18,185.72	56,427.72	5,007.13	61,434.85
9/1/2015	38,433	17,994.51	56,427.51	5,007.13	61,434.64
12/1/2015	38,625	17,802.35	56,427.35	5,007.13	61,434.48
3/1/2016	38,818	17,609.22	56,427.22	5,007.13	61,434.35
6/1/2016	39,012	17,415.13	56,427.13	5,007.13	61,434.26
9/1/2016	39,207	17,220.07	56,427.07	5,007.13	61,434.20
12/1/2016	39,403	17,024.04	56,427.04	5,007.13	61,434.17
3/1/2017	39,600	16,827.02	56,427.02	5,007.13	61,434.15
6/1/2017	39,799	16,629.02	56,428.02	5,007.13	61,435.15
9/1/2017	39,997	16,430.03	56,427.03	5,007.13	61,434.16
12/1/2017	40,197	16,230.04	56,427.04	5,007.13	61,434.17
3/1/2018	40,398	16,029.06	56,427.06	5,007.13	61,434.19
6/1/2018	40,600	15,827.07	56,427.07	5,007.13	61,434.20
9/1/2018	40,803	15,624.07	56,427.07	5,007.13	61,434.20
12/1/2018	41,007	15,420.05	56,427.05	5,007.13	61,434.18
3/1/2019	41,213	15,215.02	56,428.02	5,007.13	61,435.15
6/1/2019	41,419	15,008.95	56,427.95	5,007.13	61,435.08
9/1/2019	41,626	14,801.86	56,427.86	5,007.13	61,434.99
12/1/2019	41,834	14,593.73	56,427.73	5,007.13	61,434.86
3/1/2020	42,043	14,384.56	56,427.56	5,007.13	61,434.69
6/1/2020	42,253	14,174.34	56,427.34	5,007.13	61,434.47
9/1/2020	42,464	13,963.08	56,427.08	5,007.13	61,434.21
12/1/2020	42,677	13,750.76	56,427.76	5,007.13	61,434.89
3/1/2021	42,890	13,537.37	56,427.37	5,007.13	61,434.50
6/1/2021	43,105	13,322.92	56,427.92	5,007.13	61,435.05
9/1/2021	43,320	13,107.40	56,427.40	5,007.13	61,434.53
12/1/2021	43,537	12,890.80	56,427.80	5,007.13	61,434.93
3/1/2022	43,754	12,673.11	56,427.11	5,007.13	61,434.24
6/1/2022	43,973	12,454.34	56,427.34	5,007.13	61,434.47
9/1/2022	44,193	12,234.48	56,427.48	5,007.13	61,434.61
12/1/2022	44,414	12,013.51	56,427.51	5,007.13	61,434.64
3/1/2023	44,636	11,791.44	56,427.44	5,007.13	61,434.57
6/1/2023	44,859	11,568.26	56,427.26	5,007.13	61,434.39
9/1/2023	45,084	11,343.97	56,427.97	5,007.13	61,435.10
12/1/2023	45,309	11,118.55	56,427.55	5,007.13	61,434.68
3/1/2024	45,536	10,892.00	56,428.00	5,007.13	61,435.13
6/1/2024	45,763	10,664.32	56,427.32	5,007.13	61,434.45
9/1/2024	45,992	10,435.51	56,427.51	5,007.13	61,434.64
12/1/2024	46,222	10,205.55	56,427.55	5,007.13	61,434.68

Bond Debt Service

City of Point Pleasant

CW SRF

$3,713,058, 20 years

2% Interest Rate, 1% Administrative Fee

Period Ending	Principal	Interest	Debt Service	Administrative Fee	Total Quarterly Repayment Amt.
3/1/2025	46,453	9,974.44	56,427.44	5,007.13	61,434.57
6/1/2025	46,685	9,742.17	56,427.17	5,007.13	61,434.30
9/1/2025	46,919	9,508.75	56,427.75	5,007.13	61,434.88
12/1/2025	47,153	9,274.15	56,427.15	5,007.13	61,434.28
3/1/2026	47,389	9,038.39	56,427.39	5,007.13	61,434.52
6/1/2026	47,626	8,801.44	56,427.44	5,007.13	61,434.57
9/1/2026	47,864	8,563.31	56,427.31	5,007.13	61,434.44
12/1/2026	48,104	8,323.99	56,427.99	5,007.13	61,435.12
3/1/2027	48,344	8,083.47	56,427.47	5,007.13	61,434.60
6/1/2027	48,586	7,841.75	56,427.75	5,007.13	61,434.88
9/1/2027	48,829	7,598.82	56,427.82	5,007.13	61,434.95
12/1/2027	49,073	7,354.68	56,427.68	5,007.13	61,434.81
3/1/2028	49,318	7,109.31	56,427.31	5,007.13	61,434.44
6/1/2028	49,565	6,862.72	56,427.72	5,007.13	61,434.85
9/1/2028	49,813	6,614.90	56,427.90	5,007.13	61,435.03
12/1/2028	50,062	6,365.83	56,427.83	5,007.13	61,434.96
3/1/2029	50,312	6,115.52	56,427.52	5,007.13	61,434.65
6/1/2029	50,564	5,863.96	56,427.96	5,007.13	61,435.09
9/1/2029	50,816	5,611.14	56,427.14	5,007.13	61,434.27
12/1/2029	51,070	5,357.06	56,427.06	5,007.13	61,434.19
3/1/2030	51,326	5,101.71	56,427.71	5,007.13	61,434.84
6/1/2030	51,582	4,845.08	56,427.08	5,007.13	61,434.21
9/1/2030	51,840	4,587.17	56,427.17	5,007.13	61,434.30
12/1/2030	52,100	4,327.97	56,427.97	5,007.13	61,435.10
3/1/2031	52,360	4,067.47	56,427.47	5,007.13	61,434.60
6/1/2031	52,622	3,805.67	56,427.67	5,007.13	61,434.80
9/1/2031	52,885	3,542.56	56,427.56	5,007.13	61,434.69
12/1/2031	53,149	3,278.14	56,427.14	5,007.13	61,434.27
3/1/2032	53,415	3,012.39	56,427.39	5,007.13	61,434.52
6/1/2032	53,682	2,745.32	56,427.32	5,007.13	61,434.45
9/1/2032	53,951	2,476.91	56,427.91	5,007.13	61,435.04
12/1/2032	54,220	2,207.15	56,427.15	5,007.13	61,434.28
3/1/2033	54,491	1,936.05	56,427.05	5,007.13	61,434.18
6/1/2033	54,764	1,663.60	56,427.60	5,007.13	61,434.73
9/1/2033	55,038	1,389.78	56,427.78	5,007.13	61,434.91
12/1/2033	55,313	1,114.59	56,427.59	5,007.13	61,434.72
3/1/2034	55,590	838.02	56,428.02	5,007.13	61,435.15
6/1/2034	55,867	560.07	56,427.07	5,007.13	61,434.20
9/1/2034	56,147	280.74	56,427.74	5,007.13	61,434.87
	3,713,058	801,140.69	4,514,198.69	400,570.40	4,914,769.09

The quarterly repayment amount reflects an administrative fee of $5,007.40 that results in a total administrative expense of $400,570.40 over the life of the loan.

(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: _____, 20_____.

_____

In the presence of:

_____

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF POINT PLEASANT
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 B
(WEST VIRGINIA SRF PROGRAM/GREEN)

No. BR-1 $221,299

KNOW ALL MEN BY THESE PRESENTS: That on the 27th day of June, 2013, THE CITY OF POINT PLEASANT, a municipal corporation and political subdivision of the State of West Virginia in Mason 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 TWO HUNDRED TWENTY-ONE THOUSAND TWO HUNDRED NINETY-NINE DOLLARS ($221,299), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously forgiven, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference. The Series 2013 B Bonds are not subject to the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation).

This Bond shall bear no interest. The principal amounts advanced under the Series 2013 B Bonds will be deemed forgiven on the 30th day of June in the fiscal year in which advanced. The Series 2013 B Bonds shall be deemed no longer Outstanding after the last advance is forgiven.

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 (the "Loan Agreement") by and among the Issuer, the Authority and the DEP, dated June 27, 2013.

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"); and (ii) 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 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on May 13, 2013, and a Supplemental Resolution duly adopted by the Issuer on June 10, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS FORGIVABLE AND HAS NO LIEN ON THE NET REVENUES OR GROSS REVENUES OF THE SYSTEM.

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 (as defined in the Bond Legislation) 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 at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia.

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 Blank]

IN WITNESS WHEREOF, THE CITY OF POINT PLEASANT 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

SPECIMEN

ATTEST:

City Clerk

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2013 B 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: June 27, 2013.

THE HUNTINGTON NATIONAL BANK
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $-0-	06/27/2013	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL $_____

(Form of)

ASSIGNMENT

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: _____, 20_____.

_____

In the presence of:

_____

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

Chase Tower, Eighth Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

Writer's Contact Information

June 27, 2013

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program)

The City of Point Pleasant
Point Pleasant, 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 Point Pleasant (the "Issuer"), a municipal corporation and political subdivision created and existing under the laws of the State of West Virginia, of its $3,713,058 Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a Loan Agreement dated June 27, 2013, 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 Bonds are originally issued in the form of one Bond, registered as to principal to the Authority, bearing interest at the rate of 2.0%, with principal and interest payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2014 to and including September 1, 2034, all as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds. The Series 2013 A Bonds are subject to the SRF Administrative Fee equal to 1.0% as set forth in the Schedule Y attached to the Loan Agreement.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying a portion of the costs of 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; and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act and the Bond Ordinance duly enacted by the Issuer on May 13, 2013, as supplemented by a Supplemental Resolution duly adopted by the Issuer on June 10, 2013 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings 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 adopt the Bond Legislation and to issue and sell the Bonds, all under the Act and other applicable provisions of law.

2. The Loan Agreement has been duly authorized by and executed on behalf of the Issuer, is a valid and binding special obligation of the Issuer enforceable in accordance with the terms thereof, and inures to the benefit of the Authority and the DEP and cannot be amended 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 written consent of the Authority and the DEP.

3. The Bond Legislation and all other necessary ordinances, orders and resolutions have been duly and effectively enacted and adopted by the Issuer in connection with the issuance and sale of the 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 Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 A (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $1,837,600 ("Series 1989 A Bonds"), and senior and prior to the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $272,400 (the "Series 1989 B Bonds").

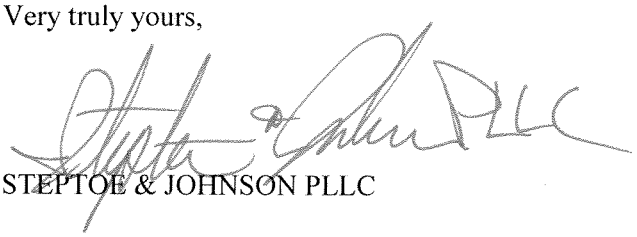
5. The Bonds are, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality or county commission, political subdivision or agency thereof, and the interest, if any, on the Bonds is exempt from personal and corporate net income taxes imposed directly thereon by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

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

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

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

Very truly yours,



STEPTOE & JOHNSON PLLC

711430.00002

RONALD F. STEIN, JR., PLLC

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June 27, 2013

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

The City of Point Pleasant
Point Pleasant, 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 counsel to The City of Point Pleasant, in Mason County, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinions of Steptoe & Johnson PLLC, as bond counsel, a Loan Agreement dated June 27, 2013, 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"), the Bond Ordinance duly enacted by the Issuer on May 13, 2013, as supplemented by the Supplemental Resolution duly adopted by the Issuer on June 10, 2013 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). Capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

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, with full power and authority to acquire and construct the Project, to operate and maintain the System and to enact the Bond Legislation, all under the Act and other applicable provisions of law, and the Mayor, City Clerk and members of the council of the Issuer have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities.

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

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

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

5. 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 Bonds, the Loan Agreement, 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 Net Revenues therefor.

6. Prior to construction I will ascertain that all successful bidders have provided the drug-free workplace affidavit, submitted their drug-free workplace plan, and the contracts contain language that complies with the Drug-Free Workplace Act, Article 1D, Chapter 21 of the West Virginia Code. I will also 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 and the surety bonds and the policies or other evidence of insurance coverage in connection with the Project., I will also ensure 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 Issuer; (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

Agreement; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

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

Sincerely,

Ronald F. Stein, Jr.

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Writer's Contact Information

June 27, 2013

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

The City of Point Pleasant
Point Pleasant, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We are special counsel to The City of Point Pleasant, a municipality in Mason County, West Virginia (the "Issuer"). As such counsel, we have represented the Issuer before the Public Service Commission of West Virginia in connection with the issuance of the above-referenced bonds, and the acquisition and construction of the Project. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

We are of the opinion that the Issuer has received all orders and approvals from the Public Service Commission of West Virginia, including the Recommended Decision entered January 31, 2013, and Corrective Order entered February 1, 2013, in Case No.12-0893-S-CN, among other things, granting to the Issuer a certificate of convenience and necessity for the Project and approving the financing for the Project. An affidavit of CPA dated May 30, 2013 was filed pursuant to such Order. The time for appeal of the Order has expired prior to the date hereof. The Order is in full force and effect.

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

Very truly yours,

STEPTOE & JOHNSON PLLC

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R. Michael Shaw, Jr.

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FINAL TITLE OPINION

RE: City of Point Pleasant North Point Pleasant Drainage Project

June 25, 2013

West Virginia Department of Environmental Protection
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Dear Ladies & Gentlemen:

This firm represents The City of Point Pleasant with regard to a proposed North Point Pleasant Drainage Project, and provides this final title opinion on behalf of the City to satisfy the requirements of the West Virginia Department of Environmental Protection with regard to the financing proposed for the Project. Please be advised of the following:

1. That I am of the opinion that the City is a duly created and existing municipality possessed with all the powers and authority granted to municipalities under the laws of the State of West Virginia and has the full power and authority to construct, operate and maintain the Project as approved by the DEP;

2. That the City has obtained approval for all necessary permits and/or bonds, as required by law, and approvals for the construction of the Project;

3. That I have investigated and ascertained the location of and am familiar with the legal description of the necessary sites, including easements and/or rights of way, required for the Project as set forth in the plans for the Project prepared by Burgess & Niple, the consulting engineers for the Project;

4. That I have examined the records on file in the Office of the Clerk of the County Commission of Mason County, West Virginia, the county in which the Project is to be located, and, in my opinion, the City has acquired legal title or such other estate or interest in the necessary site components for the Project sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the facilities to be constructed. Legal title, including, as appropriate, easement and/or rights of way, and court orders allowing the City and its agents an immediate right of entry, to each of the properties has been acquired through formal condemnation proceedings and informal meetings with

property owners as necessary. The City of Point Pleasant, West Virginia, is duly vested with the right of eminent domain and has, by Court Order, the right of immediate entry upon all land owners that refused or were unwilling to execute a right of way and easement. A document listing the properties is attached hereto and incorporated herein as "Exhibit A";

5. That any deeds or other documents which have been acquired to date by the municipality have been duly recorded in the aforesaid Clerk's Office in order to protect the legal title to and interest of the municipality; and

6. The municipality has obtained from the West Virginia Department of Highways approval for a permit authorizing the construction of the Project as described in the plans upon, over and through public rights of way as shown in the plans.

If you have any questions regarding any of the information contained in this title opinion, please contact this office.

Sincerely,

R. Michael Shaw

"EXHIBIT A"

City of Point Pleasant North Point Pleasant Drainage Project

Properties That Required A Court Order For Right Of Immediate Entry Through Formal Legal Proceedings

Musgrave, Raymond and John	Tax Map No. 9., Parcel 123
Musgrave, Raymond and John	Tax Map No. 9., Parcel 124
McNeely, Tom	Tax Map No. 11, Parcel 5
Duncan, Donald R. and Emma F.	Tax Map No. 11, Parcel 43
Garrett, Roger G. and Elizabeth	Tax Map No. 11, Parcel 4
Reynolds, Judith and Dencil Jr.	Tax Map No. 11, Parcel 29
Byus, Debra	Tax Map No. 11, Parcel 29.1
Ross, Dru	Tax Map No. 11, Parcel 27.3
Stephens, Nick A.	Tax Map No. 11, Parcel 41
Pratt, Michael S. and Maria C.	Tax Map No. 13, Parcel 30
McNeely, Tom	Tax Map No. 13, Parcel 33.1
McNeely, Tom	Tax Map No. 13, Parcel 32
Mowery, Pamela	Tax Map No. 13, Parcel 17

Properties Wherein Property Owners Executed Rights of Way and Easements

1. Appalachian Power Company	Tax Map No. 7,Parcel 28
2. Appalachian Power Company	Tax Map No. 7, Parcel 33
3. B & O Railroad	Tax Map No. 7, Parcel 29
4. City of Point Pleasant	Tax Map No. 7, Parcel 28.2
5. City of Point Pleasant	Tax Map No. 7, Parcel 36
6. Crow-Hussell Funeral Home	Tax Map No. 7, Parcel 42
7. Crow-Hussell Funeral Home	Tax Map No. 7, Parcel 43
8. Browning, Ronald K. and Judith E.	Tax Map No. 7, Parcel 45
9. Deal, Ruth A.	Tax Map No. 7, Parcel 46.1
10. Deal, Ruth A.	Tax Map No. 7, Parcel 47.1
11. Hesson, Clayton R. and Irene K.	Tax Map No. 7, Parcel 46
12. Neville, James and Janet	Tax Map No. 7, Parcel 34
13. Neville, James and Janet and Ace High	Tax Map No. 7, Parcel 37
14. Neville, James and Janet	Tax Map No. 7, Parcel 38
15. Thompson, Anna J.	Tax Map No. 7, Parcel 44
16. Barker, William A. and Cynthia S.	Tax Map No. 9, Parcel 110
17. Breakiron, Sylvia A. and Barker, William	Tax Map No. 9, Parcel 115
18. City of Point Pleasant	Tax Map No. 9, Parcel 125
19. Dodson, David G. and Arleen E.	Tax Map No. 9, Parcel 97
20. Elliott, Henry W.	Tax Map No. 9, Parcel 109
21. Litchfield, Pamela I. and Bryan	Tax Map No. 9, Parcel 118
22. Moran, Allen J. and Pamela J.	Tax Map No. 9, Parcel 119
23. Rollins *former Spencer, Laura and Larry	Tax Map No. 9, Parcel 32
24. Schappe, Shawn M. and Francis A.	Tax Map No. 9, Parcel 129
25. Shuler, John W. and Emma L.	Tax Map No. 9, Parcel 98
26. Bonecutter, Mary C.	Tax Map No. 11, Parcel 30
27. Bordman, Stanley J. and Barbara S.	Tax Map No. 11, Parcel 25.1
28. Bordman, Stanley J. and Barbara S.	Tax Map No. 11, Parcel 25.2

"EXHIBIT A"

29. Cochran, Martha and Chester	Tax Map No. 11, Parcel 38
30. Cochran, Harold	Tax Map No. 11, Parcel 3
31. Cook, Dorothy G.	Tax Map No. 11, Parcel 91
32. Cunningham, George B. and Janet M.	Tax Map No. 11, Parcel 25
33. Donahue, Walter	Tax Map No. 11, Parcel 127
34. Greenlee, Dwight and Rhonda Combs	Tax Map No. 11, Parcel 27
35. Jefferson, Carla	Tax Map No. 11, Parcel 46
36. Jones, Larry and Robyn	Tax Map No. 11, Parcel 32
37. Kimberling, James and Mary	Tax Map No. 11, Parcel 2
38. Lee, William and Tina	Tax Map No. 11, Parcel 44
29. Matheny, Carl and Elaine	Tax Map No. 11, Parcel 10
40. Mash, Marvin and Deanna	Tax Map No. 11, Parcel 45
41. McDaniel, Laura	Tax Map No. 11, Parcel 6
42. McDaniel, Laura	Tax Map No. 11, Parcel 9
43. Miller, Warren W. and Patricia L.	Tax Map No. 11, Parcel 38.1
44. Neville, James G. and Garnett L. Wright	Tax Map No. 11, Parcel 26
45. Rhodes, Joseph	Tax Map No. 11, Parcel 7
46. Stewart, Harr, Bonnie, and Rhonda Lucas	Tax Map No. 11, Parcel 128
47. Swift, Dana W. and Jo Lou	Tax Map No. 11, Parcel 35
48. Trippett, Steven A.	Tax Map No. 11, Parcel 89
49. White, Virginia	Tax Map No. 11, Parcel 27.2
50. Cottrill, Olive	Tax Map No. 13, Parcel 20
51. Cottrill, Olive	Tax Map No. 13, Parcel 22.2
52. Hart, Elmer and Donna	Tax Map No. 13, Parcel 26
53. Miller, Matthew and Ronda	Tax Map No. 13, Parcel 18
54. Newman, Waymer E.	Tax Map No. 13, Parcel 17.1
55. Persinger, Sheri	Tax Map No. 13, Parcel 16
56. Robinson, James D and Lena M.	Tax Map No. 13, Parcel 22.1
57. Rollins, Donald and Beth	Tax Map No. 13, Parcel 25
58. Scarberry, Albert J. and Lois	Tax Map No. 13, Parcel 23
59. Sturgeon, William and Sharon	Tax Map No. 13, Parcel 22
60. Veith, Bobby Jo and Tessna	Tax Map No. 13, Parcel 19
61. Board of Education	Tax Map No. 14, Parcel 21
62. Catherine Street Associates, L.L.C.	Tax Map No. 14, Parcel91
63. Catherine Street Associates, L.L.C.	Tax Map No. 14, Parcel 89
64. Holzer Health Systems	Tax Map No. 14, Parcel100.1
65. Holzer Health Systems	Tax Map No. 14, Parcel100.2
66. Holzer Health Systems	Tax Map No. 14, Parcel103
67. United Brotherhood of Carpenters	Tax Map No. 14, Parcel 85
68. United Brotherhood of Carpenters	Tax Map No. 14, Parcel 87

THE CITY OF POINT PLEASANT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

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, INC.
10. LOAN AGREEMENT
11. INSURANCE
12. VERIFICATION OF SCHEDULE
13. RATES
14. PUBLIC SERVICE COMMISSION ORDERS
15. SIGNATURES AND DELIVERY
16. BOND PROCEEDS
17. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE
18. SPECIMEN BOND
19. CONFLICT OF INTEREST
20. PROCUREMENT OF ENGINEERING SERVICES
21. CLEAN WATER ACT
22. EXECUTION OF COUNTERPARTS

We, the undersigned MAYOR and CITY CLERK of The City of Point Pleasant in Mason County, West Virginia (the "Issuer"), and the undersigned COUNSEL to the Issuer, hereby certify, on this the 27th day of June, 2013, in connection with the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), issued in the original aggregate principal amount of $3,713,058 (the "Series 2013 A Bonds"), and Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), issued in the original aggregate principal amount of $221,299 (the "Series 2013 B Bonds"), (collectively, the "Series 2013 Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the Bond Ordinance of the Issuer duly enacted May 13, 2013, and the Supplemental Resolution duly adopted June 10, 2013 (collectively, the "Bond Legislation").

2. NO LITIGATION: No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Bonds, the Project, the operation of the System, the receipt of the Gross Revenues, or in any way contesting or affecting the validity of the Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Bonds, the pledge or application of the Net Revenues or any other monies or security provided for the payment of the Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Bonds, the Project, the operation of the System, the collection of the Gross Revenues or the pledge of Net Revenues as security for the Bonds.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the Project, the operation of the System, the imposition of rates and charges, and the issuance of the Bonds have been duly and timely 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.

4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the Issuer since the approval, execution and delivery by the Issuer of the Loan Agreement, and the Issuer has met all conditions prescribed in the Loan Agreement. 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 2013 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's: Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 A (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $1,837,600 (the "First Lien Bonds").

There are Outstanding obligations of the Issuer which will rank junior and subordinate to the Series 2013 A Bonds as to liens, pledge and source of security for payment, being the Issuer's: Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $272,400 (the "Series 1989 B Bonds"), (collectively with the First Lien Bonds, the "Prior Bonds").

The Series 2013 A Bonds shall be issued on a parity with the First Lien Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2013 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the First Lien Bonds are met; (ii) the written consent of the Holders of the First Lien Bonds to the issuance of the Series 2013 A Bonds on a parity with the First Lien Bonds; and (iii) the written consent of the Holder of the Series 1989 B Bonds to the issuance of the Series 2013 A Bonds senior and prior to the Series 1989 B Bonds. Other than the Prior Bonds, there are no other Outstanding bonds or obligations of the Issuer which are secured by 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

Loan Agreement

Public Service Commission Order

Infrastructure and Jobs Development Council Approval

Charter and Rules of Procedure

Oaths of Office of Officers and Council Members

Water Rate Ordinance

Sewer Rate Ordinance

Minutes on Adoption and Enactment of Sewer Rate Ordinances

Affidavits of Publication of Sewer Rate Ordinance

Minutes on Adoption and Enactment of Bond Ordinance

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

Prior Bond Ordinance

WDA 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 Point Pleasant." The Issuer is a municipal corporation in Mason County and is presently existing under the laws of, and a political subdivision of, the State of West Virginia. The governing body of the Issuer is its council, consisting of a Mayor and 10 council members, 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:

Name	Date of Commencement of Office	Date of Termination of Office
Brian Billings, Mayor	7/1/2012	6/30/2016
Janet Hartley, Council Member	7/1/2012	6/30/2016
Rick Simpkins, Council Member	7/1/2012	6/30/2016
Bob Rulen, Council Member	7/1/2012	6/30/2016
Robert C. Doeffinger, Council Member	7/1/2012	6/30/2016
Allen Moran, Council Member	7/1/2012	6/30/2016
C. Keith Sargent, Council Member	7/1/2012	6/30/2016
Vacant		
Vacant		

The duly appointed and acting City Clerk of the Issuer is Amber Tatterson. The duly appointed and acting Counsel to the Issuer is R.F. Stein, Esquire and the duly appointed Special PSC Counsel is Steptoe & Johnson PLLC, Charleston, West Virginia.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the operation and maintenance of the System have been acquired 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.

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 Bonds and the financing of the Project or the operation of the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

9. CONTRACTORS' INSURANCE, ETC.: All contractors have been required to maintain Workers' Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. The successful bidders have provided the Drug-Free Workplace Affidavit as evidence of compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code. Prior to the execution of construction contracts by the Issuer, all insurance for the System required by the Bond Legislation will be in full force and effect.

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

11. INSURANCE: The Issuer will maintain or, as appropriate, will require all contractors to maintain workers' compensation, public liability, property damage insurance, standard hazard insurance, builder's risk insurance, flood insurance and business interruption insurance, where applicable, in accordance with the Ordinance and the Loan Agreement. All insurance for the System required by the Ordinance and the Loan Agreement are in full force and effect.

12. VERIFICATION OF SCHEULE: The final Schedule B attached to the Certificate of Consulting Engineer, accurately represents the estimated Costs of the Project, the sources of funds available to pay the Costs of the Project and the costs of financing of the Bonds.

13. RATES: The Issuer has duly enacted a water rate ordinance setting rates and charges for the waterworks portion of the of the System on September 10, 2001 and as amended by Recommended Decision dated January 23, 2002 which became a Final Order on February 12, 2002 in Case No. 01-1328-W-MA of the Public Service Commission of West Virginia. The Issuer has duly enacted a sewer rate ordinance setting sewer rates and charges for the sewerage portion of the System on September 10, 2012. Such rates are in full force and effect.

14. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received the Recommended Decision dated January 31, 2013 and Corrective Order dated February 1, 2013 in Case No. 12-0893-S-CN of the Public Service Commission of West Virginia which, among other things, approved a certificate of convenience and necessity for the Project and approved the financing for the Project. An affidavit of CPA dated May 30, 2013 was filed pursuant to such Order. The time for appeal of the Order has expired. Such Order is in full force and effect.

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

16. BOND PROCEEDS: A. On the date hereof, the Issuer received $196,718 from the Authority and the DEP, being a portion of the principal amount of the Series 2013 A Bonds. The balance of the principal amount of the Series 2013 A Bonds will be advanced to the Issuer as the Project progresses.

B. On the date hereof, the Issuer received $-0- from the Authority and the DEP, being a portion of the principal amount of the Series 2013 B Bonds. The balance of the principal amount of the Series 2013 B Bonds will be advanced to the Issuer as the Project progresses.

17. 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 Point Pleasant Register*, a qualified newspaper published and of general circulation in The City of Point Pleasant,

together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Bonds described in such Bond Ordinance, stating that any person interested may appear before the Governing Body at the public hearing held at a public meeting of Governing Body on the 13th day of May, 2013, at 7:00 p.m., at the City Hall in Point Pleasant, West Virginia, 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.

18. SPECIMEN BONDS: Delivered concurrently herewith are true and accurate specimens of the Series 2013 Bonds.

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

20. 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.

21. CLEAN WATER ACT: The Project described in the Bond Legislation complies with the Clean Water Act.

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

[Remainder of Page Intentionally Blank]

WITNESS our signatures and the official seal of THE CITY OF POINT PLEASANT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Mayor
_____	Clerk
_____	Counsel to the Issuer
_____	Special PSC Counsel (Paragraph 14)

711430.00002

WITNESS our signatures and the official seal of THE CITY OF POINT PLEASANT on the day and year first written above.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Mayor
_____	Clerk
Ronald F. Stein, Jr. RONALD F. STEIN, JR.	Counsel to the Issuer
_____	Special PSC Counsel (Paragraph 14)

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

CERTIFICATE OF ENGINEER

I, Michael P. Davis, Registered Professional Engineer, West Virginia License No. 16347 of Burgess & Niple, Inc., Parkersburg, West Virginia, hereby certify this 27th day of June, 2013 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 combined public waterworks and sewerage system (the "System") of The City of Point Pleasant (the "Issuer"), to be constructed in Mason County, West Virginia, which acquisition and construction are being financed by the proceeds of the above-captioned bonds (the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Ordinance enacted by the Issuer on May 13, 2013, as supplemented by the Supplemental Resolution adopted by the Issuer on June 10, 2013, and 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"), dated June 27, 2013 (the "Loan Agreement").

2. The Bonds are being issued (i) to pay a portion of the costs of acquisition and construction of the Project; and (ii) 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 and any change orders approved by the Issuer, the DEP and all necessary governmental bodies; (ii) the schematic design for the Project began before July 1, 2012; (iii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least 22 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) 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 the Issuer's counsel, Ronald F. Stein, Esquire, 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; (v) the successful bidders received any and all addenda to the original bid documents; (vi) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain the critical operational components of the Project; (vii) the successful bidders have provided the Drug-Free Workplace Affidavit as evidence of compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; (viii) the successful bids include prices for every item on such bid forms;

(ix) the uniform bid procedures were followed; (x) 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 the operation of the System; (xi) 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 (xii) 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.

4. The Project will serve no new customers.

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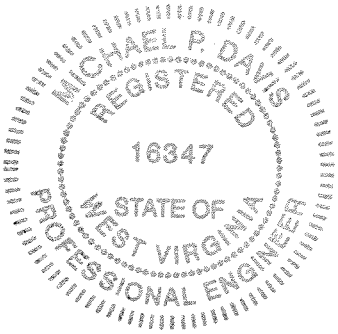
WITNESS my signature and seal on the day and year first written above.

BURGESS & NIPLE, INC.

(SEAL)



Michael P. Davis, P.E.
West Virginia License No. 16347

711430.00002

The City of Point Pleasant
SCHEDULE B

5/22/2013

		Total	City	CWSRF	CWSRF/Green
PROJECT COSTS					
1 Construction		3,384,849	0	3,163,550	221,299
Construction Contingency	5.0%	170,000	0	170,000	0
Gas Main Relocation (by Gas Company)		36,144	36,144	0	0
2 Engineering - B&N					
Planning		64,100	64,100	0	0
Final Design & Bidding		234,800	234,800	0	0
Inspection		125,400	0	125,400	0
Services During Construction		72,600	0	72,600	0
One year warranty services		2,900	0	2,900	0
Assett Management Plan		9,200		9,200	0
Special Services		79,175	79,175	0	0
3 Legal					
a PSC (S&J)		7,500	0	7,500	0
b Project / Title		30,000	0	30,000	0
c. ROW Agent		12,000	0	12,000	0
4 Accounting (Griffith)		19,000	14,092	4,908	0
5 Permits		10,000	0	10,000	0
6 Lands & ROWs					
a. Land & Easement Acq. [NOT SRF ELIGIBLE]		30,000	30,000	0	0
b. Appraisal Services		25,000	0	25,000	0
7 Administration (Region II)		60,000	0	60,000	0
8 Total		4,372,668	458,311	3,693,058	221,299
COST OF FINANCING					
9 Reserve		0	0	0	0
10 Registrar		500	0	500	0
11 Bond Counsel		19,500	0	19,500	0
12 Total Cost of Financing (line 9 through 11)		20,000	0	20,000	0
13 Total Cost of Project (line 8 plus line 12)		**4,392,668**	**458,311**	**3,713,058**	**221,299**
SOURCES OF FUNDS					
14 Federal Grants		0	0	0	0
15 State Grants		0	0	0	0
16 Other Sources (City)		458,311	458,311	0	0
17 Total Grants		458,311	458,311	0	0
18 Proceeds needed from Bond Issue		3,934,357	0	3,713,058	221,299

The City of Point Pleasant

6-10-13
Date

Burgess & Niple

5-22-13
Date

Griffith & Associates, PLLC Accountants & Consultants

June 27, 2013

CPA Certificate

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

The City of Point Pleasant
Point Pleasant, 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 sewer rates and charges as set forth in the Sewer Rate Ordinance enacted by The City of Point Pleasant (the "Issuer") on September 10, 2012 and Water Rate Ordinance enacted by the Issuer on September 10, 2001 and as amended by Recommended Decision dated January 23, 2002 which became a Final Order on February 12, 2002 in Case No. 01-1328-W-MA of the Public Service Commission of West Virginia and the projected operating expenses and the anticipated customer usage as furnished to us by Burgess & Niple, Inc., the Consulting Engineers to The City of Point Pleasant, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the combined waterworks and sewerage system (the "System") of the Issuer, will pay all operating expenses of the System and leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program) issued in the aggregate principal amount of $3,713,058 (the "Series 2013 A Bonds") and all other obligations secured by a lien on or payable from such revenues on a parity with or junior and subordinate to the Series 2013 A Bonds, including the Issuer's: Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 A (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $1,837,600 and Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $272,400 (collectively, the "Prior Bonds").

Michael D. Griffith, CPA, AFI
mgriffith@gcorpwv.com
950 Little Coal River Road Alum Creek, WV 25003
Phone: (304) 756.3600 Facsimile: (304) 756.2911

It is further our opinion that the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2013 A Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Series 2013 A Bonds, are not less than 115% of the largest aggregate amount that will mature and become due in any succeeding fiscal year for the principal of and interest on the Series 2013 A Bonds and the Prior Bonds.

Sincerely,

Michael D. Griffith, CPA, AFI
Griffith & Associates, PLLC

MDG/dk

THE CITY OF POINT PLEASANT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Mayor and City Clerk of The City of Point Pleasant in Mason County, West Virginia (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of $3,713,058 Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program) and $221,299 Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), of the Issuer, both dated June 27, 2013 (collectively the "Bonds" or the "Series 2013 Bonds") on the 27th day of June, 2013, hereby certifies as follows:

1. We are the officers of the Issuer duly charged with the responsibility of issuing the Bonds. We are 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 May 13, 2013, as supplemented by Supplemental Resolution duly adopted on June 10, 2013 (collectively, the "Bond Ordinance"), authorizing the Bonds.

2. This certificate may be relied upon as the certificate of the Issuer.

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on June 27, 2013, the date on which the Bonds are being physically delivered in exchange for an initial advance of the principal amount of the Series 2013 Bonds, and to the best of our 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, if any, on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority") or the West Virginia Department of Environmental Protection (the "DEP"), 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. A. The Series 2013 A Bonds were sold on June 27, 2013, to the Authority, pursuant to a Loan Agreement dated June 27, 2013 (the "Loan Agreement"), by and among the Issuer, the Authority, and the DEP for an aggregate purchase price of $3,713,058 (100% of par), at which time, the Issuer received $196,718 from the Authority and the DEP, being the first advance of the principal amount of the Series 2013 A Bonds. No accrued interest has been or will be paid on the Series 2013 A Bonds. The balance of the principal amount of the Series 2013 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

B. The Series 2013 B Bonds were sold on June 27, 2013, to the Authority, pursuant to a Loan Agreement dated June 27, 2013 (the "Loan Agreement"), by and among the Issuer, the Authority, and the DEP for an aggregate purchase price of $221,299 (100% of par), at which time, the Issuer received $-0- from the Authority and the DEP, being the first advance of the principal amount of the Series 2013 B Bonds. No accrued interest has been or will be paid on the Series 2013 B Bonds. The balance of the principal amount of the Series 2013 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2013 Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage portion of the existing public waterworks and sewerage facilities of the Issuer (the "Project"); and (ii) paying certain costs of issuance of the Bonds and related costs.

7. Within 30 days after the delivery of the Series 2013 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 shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Series 2013 A Bonds Reserve Account, if any, all of the proceeds from the sale of the Series 2013 Bonds, together with any investment earnings thereon, will be expended for payment of Costs of the Project on or before October 1, 2014. The acquisition and construction of the Project is expected to be completed by April 1, 2014.

8. The total Cost of the Project, which is financed from the proceeds of the Series 2013 Bonds (including all costs of issuance of the Series 2013 Bonds), is estimated at $4,392,668. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2013 A Bonds	$3,713,058
Proceeds of the Series 2013 B Bonds	$221,299
Issuer Contribution	$458,311
Total Sources	$4,392,668

USES

Costs of Acquisition and Construction of the Project	$4,372,668
Costs of Issuance	$20,000
Total Uses	$4,392,668

9. Pursuant to Article V of the Bond Ordinance, the following special funds or accounts have been created or continued relative to the Series 2013 Bonds:

(1) Revenue Fund (established by Prior Ordinance);

(2) Renewal and Replacement Account (established by Prior Ordinance);

(3) Series 2013 Bonds Construction Trust Fund;

(4) Series 2013 A Bonds Sinking Fund; and

(5) Series 2013 A Bonds Reserve Account.

10. Pursuant to Article VI of the Bond Ordinance, the proceeds of the Bonds will be deposited as follows:

(1) Proceeds of the Series 2013 A Bonds in the amount of $-0- will be deposited with the Commission in the Series 2013 A Bonds Sinking Fund as capitalized interest.

(2) Series 2013 A Bonds proceeds in the amount of $-0- will be deposited in the Series 2013 A Bonds Reserve Account.

(3) The balance of the proceeds of the Series 2013 A Bonds will be deposited in the Series 2013 Bonds Construction Trust Fund as received from time to time and applied solely to payment of Costs of the Project, including costs of issuance of the Series 2013 A Bonds and related costs.

(4) The proceeds of the Series 2013 B Bonds will be deposited in the Series 2013 Bonds Construction Trust Fund as received from time to time and applied solely to payment of Costs of the Project, including costs of issuance of the Series 2013 B Bonds and related costs.

11. Monies held in the Series 2013 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2013 A Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2013 A Bonds Sinking Fund and Series 2013 A Bonds Reserve Account will be withdrawn therefrom and deposited into the Series 2013 Bonds Construction Trust Fund during construction

of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Ordinance.

12. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within 9 months of the date hereof.

13. The Issuer will take such steps as requested by the Authority to ensure that the Authority's Bonds meet the requirements of the Code.

14. With the exception of the amount deposited in the Series 2013 A Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 15 months from the date of issuance thereof.

15. The Issuer does not expect to sell or otherwise dispose of the Project in whole or in part prior to the last maturity date of the Bonds.

16. The amount designated as costs of issuance of the Bonds consists only of costs which are directly related to and necessary for the issuance of the Bonds.

17. All property financed with the proceeds of the Bonds will be owned and held by (or on behalf of) a qualified governmental unit.

18. No proceeds of the Bonds will be used, directly or indirectly, in any trade or business carried on by any person who is not a governmental unit.

19. The original proceeds of the Bonds will not exceed the amount necessary for the purposes of the issue.

20. The Issuer shall use the Bond proceeds solely for the Costs of the Project, and the Project will be operated solely for a public purpose as a local governmental activity of the Issuer.

21. The Bonds are not federally guaranteed.

22. The Issuer has retained the right to amend the Bond Ordinance authorizing the issuance of the Bonds if such amendment is necessary to assure that the Bonds remain governmental bonds.

23. The Issuer has either (a) funded the Series 2013 A 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 2013 A Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2013 A 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 2013 A Bonds Reserve Account and the Series 2013 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Bonds and will not be available to pay Costs of the Project.

24. There are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Bonds, (b) are to be sold pursuant to a common plan of financing together with the Bonds and (c) will be paid out of substantially the same sources of funds or will have substantially the same claim to be paid out of substantially the same sources of funds as the Bonds.

25. To the best of my knowledge, information and belief, there are no other facts, estimates and circumstances which would materially change the expectations herein expressed.

26. The Issuer will comply with instructions as may be provided by the Authority, at any time, regarding use and investment of proceeds of the Bonds, rebates and rebate calculations.

27. To the best of my knowledge, information and belief, the foregoing expectations are reasonable.

[Remainder of Page Intentionally Blank]

WITNESS our signatures on day and year first written above.

THE CITY OF POINT PLEASANT

By: _____
Its: Mayor

By: _____
Its: City Clerk

711430.00002

THE CITY OF POINT PLEASANT

RESOLUTION ON OPEN GOVERNMENTAL PROCEEDINGS RULES

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

1. Regular Meetings. A notice shall be posted and maintained by the Clerk at the front door or bulletin board of the City Hall of the date, time and place fixed and entered of record by Council for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same location by the Clerk not less than 3 business days before such regular meeting is to be held. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined.

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

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

Adopted this 11th day of March, 2013.

Mayor

Clerk

CITY OF POINT PLEASANT CHARTER

EDITOR'S NOTE: The City of Point Pleasant was originally granted a Charter by the Legislature of West Virginia on February 16, 1915 (Chapter 19, Senate Bill 311). Dates appearing in parentheses following section headings indicate that those sections were subsequently amended, added or repealed on the dates given.

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SECTION 1. NAME AND CORPORATE POWERS.

The inhabitants of Mason County, in the State of West Virginia, now and hereafter residing within the boundaries prescribed in Section Two of this Act be, and they are hereby, constituted a body politic and corporate, by and under the name of "The City of Point Pleasant", and as such, and by and in that name, shall have perpetual succession and a common seal, and may sue and be sued, contract and be contracted with, purchase, lease and otherwise acquire, and hold and use real and personal property necessary for corporate purposes; and generally shall have all of the rights, powers and franchises belonging or in any wise appertaining to municipal corporations in this State.

SECTION 2. BOUNDARIES.

The boundaries of said City shall be as follows: Beginning at a point on the Kanawha river where a stake is called for, being a corner of the lands formerly owned by C. C. Miller, who is now deceased, and the lands of the Kanawha & Michigan Railway Company; thence with the division line between said Miller lands and the Railway Company lands, north 29 degrees 45 minutes, east 204 poles and 22 links to a stake; thence by same course 55 poles and 4 links to a corner of the said Miller lands, the lands of the Kanawha & Michigan Railway Company and the lands formerly owned by J. D. McCulloch; thence north 58 degrees, west 297 poles to a stake on the south side of the Clarksburg road; thence crossing the lands formerly belonging to H. J. Fisher, north 70 degrees west, 90 poles and 12 links to a stake on the south side of a road; thence north 37 degrees 30 minutes west, 37 poles to a large cedar tree on a hillside; thence north 20 degrees 15 minutes, 121 poles to a chestnut oak on a hillside; thence north 28 degrees 30 minutes, east 134 poles and 11 links to a small black oak on the top of a ridge on the lands of P. C. Eastham; thence north 73 degrees 30 minutes west, to the west bank of Crooked Creek; thence along the west bank of said Crooked Creek with its meanderings and binding thereon north 35 degrees east, 4 poles; north 71 degrees 30 minutes, east, 16 poles; north 23 degrees west 20 poles; north 22 degrees east, 12 poles; north 67 degrees 45 minutes east 12 poles; south 84 degrees 15 minutes east 17 poles; north 42 degrees 30 minutes east 12 poles; north 2 degrees east 8 poles to the division line between lands of P. C. Eastham and James Capehart; thence across lands of James Capehart north 25 degrees west 10 poles; north 5 degrees east 4 poles; north 44 degrees 30 minutes east 10 poles; north 24 degrees 30 minutes west 9 poles; north 33 degrees 30 minutes east 25 poles; north 56 degrees 30 minutes east 32 poles; north 6 degrees east 16 poles; north 38 degrees 30 minutes east 22 poles to a point on south side of Jericho Road, same being corner to lands of E. J. Mossman; thence with the line of said E. J. Mossman south 37 degrees west 10 poles to a stake in center of road; north 81 degrees 30 minutes west 4 poles 10 1/2 links to a point in the center of Jericho Road; thence leaving said Jericho Road north 8 degrees east 32 poles 19 links to a post set in the ground on the fifteenth day of July, one thousand nine hundred and four; thence south 82 degrees east 25 poles to stake on the top of creek bank; thence along the top of creek bank north 27 degrees 15 minutes east 4 poles 16 links; thence north 9 degrees east 5 poles 16 links; north 12 degrees west 2 poles 3 links; north 13 degrees 15 minutes east 20 poles to a stake; thence north 35 degrees east 10 poles 10 links to a stake in bend of the fence; thence north 14 degrees 30 minutes east 38 poles 10 links to a stake in outline of 36 acre tract known as Lot No. One in Point Pleasant Development Company's survey; thence with line of said Lot No. One, north 82 degrees west 9 poles 15 links to a stake; thence north 41 degrees

west 11 poles 8 links to a stake at the northeast corner of Fair Ground; thence along the north line of said Fair Ground north 82 degrees west 9 poles to a stake; thence north 6 degrees east 61 poles 11 links to a stake; thence south 30 degrees east 7 1/2 poles to a fence post in southeast corner of cemetery lot; thence along the south line of cemetery lot north 75 degrees 45 minutes west 48 poles to the east line of Jackson Avenue as laid out by the Point Pleasant Development Company; thence along the east line of Jackson Avenue north 9 degrees east 34 poles 12 links to a stake in the outline of the Point Pleasant Development Company's land and with said outline and line of land of Mrs. Ham Parr north 76 degrees west 171 poles to a stake in the south bank of Old Town Creek; thence along the south bank of said Old Town Creek with its meanders and binding thereon, south 35 degrees west 16 poles 4 links; north 47 degrees 15 minutes west 6 poles; north 28 degrees, 45 minutes west 8 poles; north 75 degrees west 3 1/2 poles; south 3 degrees 30 minutes east 3 poles 4 links; south 28 degrees east 6 poles 20 links; south 20 degrees east 5 poles; south 12 degrees west 6 poles and 9 links; south 8 degrees west 7 poles 7 links; north 81 degrees 30 minutes west 4 poles and 22 links; south 44 degrees 45 minutes east 13 poles and 23 links to the top of the Ohio River bank; thence north 73 degrees 30 minutes west to the Ohio and West Virginia State line; thence with said State line down the Ohio River to a point opposite the center of the Kanawha river; thence crossing the Ohio River and in a line with the center of the Kanawha river and continuing said course up the center of said Kanawha river 503 poles to a point opposite the beginning corner; thence north 29 degrees and 45 minutes, east 325 feet to the place of beginning.

SECTION 3. WARDS.

(EDITOR'S NOTE: The ward descriptions contained in the original charter have been superseded by later ordinances. See now Article 105 for a current listing of ward boundaries.)

The territory of said City is hereby divided into four wards, as follows: That part thereof lying south of Second Street, and the same produced and extended as a line from the intersection thereof with Walnut Street to the east corporation line by the shortest distance, shall constitute the First Ward; that part thereof lying north of the north line of the First Ward hereinbefore described, and south of Eighth Street, produced and extended as a line from the east end thereof to the east corporation line, shall constitute the Second Ward; that part thereof lying north of Eighth Street extended as aforesaid as a line and the south side of Twenty-First Street produced and extended east and west, as a line, to the Ohio River and to the east corporation line, respectively, shall constitute the Third Ward; and all that part lying north of the south side of Twenty-First Street produced and extended as aforesaid shall constitute the Fourth Ward.

SECTION 4. REDISTRICTING AND INCREASING NUMBER OF WARDS.

After two years from the passage of this Act, the Council of said City may change the boundaries and increase the number of wards; and in either case regard shall be had to equality of population.

SECTION 5. OFFICERS.

The officers of said City shall be a Mayor, and two councilmen from each ward, who shall be freeholders of said City; a Clerk, Assessor, Treasurer, Marshal, Health Officer,

Street Commissioner, City Solicitor, and such other officers as the Council shall by ordinance provide. The Mayor, Clerk and

Assessor shall be elected by the qualified voters of said City, and the councilmen from each ward by the qualified voters thereof; the other officers named, and such other officers as may be provided for by ordinances of the Council, shall be appointed by the Council. No person shall be eligible to any City office unless he is a taxpayer of the City and a qualified voter; nor unless he has resided therein for at least six months next preceding his election or appointment.

SECTION 6. CONDUCT OF ELECTIONS.

The municipal election of the City of Point Pleasant shall be held on the second Tuesday in May, two thousand and twelve and quadrenially thereafter. Every person who is a bona fide resident of said City, and is otherwise a qualified voter, under the Constitution and laws of the State, shall be entitled to vote at such election, but only in the ward of his or her residence. The elections shall be held, conducted, returned, and the results ascertained, certified and determined under such rules and regulations as may be prescribed by the Mayor and Council, which shall not be inconsistent with the general laws of the State governing municipal elections, and shall conform as nearly as practicable to such laws. Contested elections shall be heard and determined by the Council, and the proceedings therein shall conform as nearly as may be to similar proceedings in the case of county and district officers. The Council shall be the judge of the election, returns and qualifications of all officers. In case two or more persons receive an equal number of votes for the same office, the Council shall decide by vote which of them shall be returned elected, and shall make their return accordingly.

Provided further that in the event that the West Virginia Legislature changes the date of the primary elections, the City Council may by ordinance change the date of the municipal election to coincide with the state primary. (Amended December 11, 2006.)

SECTION 7. TERMS OF OFFICE.

The Mayor and City Clerk and two councilmen at Large shall be elected at large from the City of Point Pleasant, at the first regular Municipal election following the effective date of the adoption of this amendment to the Charter of the City of Point Pleasant. The term of the Mayor and City Clerk and two councilmen at large shall begin with the 1st day of the fiscal year immediately following such election and shall continue for a period of four (4) years. If a vacancy shall occur in the office of Mayor or City Clerk or councilman at large during such term, because of the death, resignation, incapacity or other cause or condition, the Council shall, by a majority vote of all its members, select a new Mayor or City Clerk or councilman at large, whichever the vacancy may be, within thirty days, to complete the unexpired term. The vacancy in Council, should one occur, shall be filled in the same manner as any other vacancy in the Council.

There shall be elected one councilman from each of the eight City of Point Pleasant wards, in the first regular Municipal election following the effective date of the adoption of this amendment Charter, of the City of Point Pleasant. Each of these councilmen, eight in all, shall begin their term of office with the first day of the fiscal year immediately following such election, and shall continue for a period of four (4) years. If a vacancy shall occur in the office of councilman during such term because of death, resignation, incapacity or other cause or condition, the council shall, by a majority of vote of all its members, select a new City councilman from that particular ward, wherever the vacancy may be, within thirty days to complete the unexpired term. (Amended February 8, 1971.)

SECTION 8. OATH OF OFFICE.

Every person elected or appointed to any office in said City shall, before entering upon the discharge of the duties thereof, take, subscribe and file with the Clerk the oath prescribed by law for officers generally; and the same may be administered by the Mayor, Clerk, or other officer or person competent to administer oaths.

SECTION 9. DUTIES, BONDS AND COMPENSATION OF APPOINTED OFFICERS.

The Council shall prescribe the powers and define the duties of all officers by it appointed, except so far as the same are by this Act prescribed and defined. It shall fix their compensation, and may require and take from them respectively bonds payable to the City in its corporate name, with such sureties and in such penalties as may be deemed proper, conditioned for the faithful performance of their duties.

A Councilman shall receive a salary of not less than $120.00 per annum. However, Council may award additional amount per annum for each councilman's compensation at each budgetary enactment by ordinance prior to the beginning of the fiscal year which time such additional compensation amount may not exceed the total sum of $300.00 for each councilman per annum.
(Amended March 10, 1969.)

SECTION 10. GENERAL POWERS OF THE COUNCIL.

The Council of said City shall have power to lay off, vacate, close, open, alter, grade and keep in good repair the roads, streets, cross-streets, alleys, pavements, sidewalks, crosswalks, drains and gutters therein, for the use of the citizens, or of the public, and to improve and light the same, and to keep them free from obstructions of every kind; to regulate the width of the pavements and sidewalks on the streets and alleys, and to order the pavements, sidewalks, footways, drains and gutters to be kept in good order, free and clean, by the owners or occupants of the real property adjacent thereto; to establish and regulate markets, prescribe the times of holding the same, provide suitable and convenient buildings therefor, and prevent the forestalling or regrating of such markets; to prevent injury or annoyance to the public or to individuals from anything dangerous, offensive or unwholesome; to prohibit or regulate slaughterhouses, tan-houses and soap factories within the City limits; or the exercise of any unhealthy or offensive business, trade or employment; to abate all nuisances within the City limits, or to require and compel the abatement or removal thereof by or at the expense of the person causing the same, or by or at the expense of the owner or occupant of the ground on which they are placed or found; to cause to be filled up, raised or drained, by or at the expense of the owner, any City lot or tract of land covered or subject to be covered by stagnant water; to prevent horses, hogs, cattle, sheep or other animals, and fowls of all kinds, from going or being at large in such City, and as one means of prevention, to provide for impounding and confining such animals and fowls, and upon failure to reclaim, for the sale thereof; to protect places of divine worship, and preserve order in and about the premises where and when such worship is held; to regulate the keeping of gunpowder and other inflammable or dangerous substances; to provide for the regular building of houses or other structures, and for the making and maintaining of division fences by the owners of adjoining premises, and for the proper drainage of City lots or other parcels of land by or at the expense of the owner or occupant thereof; to provide against danger or damage by fire; to punish for assaults and batteries; to prohibit loitering in or visiting houses of ill fame, or loitering in saloons, or upon the streets; to prevent

lewd or lascivious conduct, the sale or exhibition of indecent pictures or other representations; the desecration of the Sabbath day; profane swearing; the illegal sales of all intoxicating liquors, drinks, mixtures and preparations; to protect the persons of those residing or being within said City; to appoint when necessary or advisable a police force, permanent or temporary, to assist the Marshal in the discharge of his duties; to build or purchase, or lease and use, a suitable place of imprisonment within or near the said City for the safekeeping or punishment of persons charged with or convicted of the violation of ordinances; to erect, or authorize or prohibit the erection and operation of gas, water works, electric light and power works and other public utilities within the City limits; to prevent injury to such works, or the pollution of any gas or water used or intended to be used by the public or by individuals; to provide for and regulate the weighing or measuring of hay, coal, lumber and other articles sold, or kept for sale, within said City; to establish, construct, alter, remove and repair landings, wharves and docks, and to establish and correct rates and charges for the use thereof; to regulate the running and speed of engines, cars, automobiles and other vehicles within the said City; to create by ordinances such committees and boards, and delegate such authority thereto, as may be deemed necessary or advisable; to provide for the annual assessments of the taxable property therein, and for a revenue for the City for Municipal purposes, and to appropriate such revenue to its expenses, and generally, to take such measures as may be deemed necessary or advisable to protect the property, public and private, within the City; to preserve and maintain peace, quiet and good order therein and to preserve and promote the health, safety, comfort and well-being of the inhabitants thereof. The Council shall have authority to pass all ordinances (not repugnant to the Constitution and laws of the United States, and of this State), which shall be necessary or proper to carry into full effect and power, authority, capacity or jurisdiction which is or shall be granted to or vested in the said City, or in the Council, or any officer or body of officers of said City, and to enforce any or all of their ordinances by reasonable fines and penalties, and by imprisoning the offender or offenders; and upon failure to pay any fine or penalty imposed, by compelling them to labor without compensation, at any of the public works or improvements, undertaken or to be undertaken by said City, or to labor at any work, which the City may lawfully employ labor upon, at such a rate per diem as the Council may fix, but not at a less rate than is fixed by said Council for like labor from other employees of said City, until any fine or fines and costs imposed upon any such offender or offenders by said City, shall have been fully paid and discharged, after deducting charges of support while in the custody of the officers of said City. Provided, however, that no fine shall be imposed exceeding twenty dollars, and that no person shall be imprisoned or compelled to labor, as aforesaid, more than thirty days for any one offense. And in all cases where a fine is imposed for an amount exceeding ten dollars, or a person be imprisoned or compelled to labor as aforesaid, for a term greater than ten days, an appeal may be taken from any such decision upon the same terms and conditions that appeals are taken from the judgment of a justice of this State. Such fines and penalties shall be imposed and

recovered, and such imprisonment inflicted and enforced, by and under the judgment of the Mayor of said City, or in case of his absence or inability to act, by the Clerk of the said City, or, if he be unable to act, then by a member of the Council to be appointed by the Council for that purpose. And the jurisdiction of said City, for police and criminal purposes, shall extend to ordinary high water mark on the southerly bank of the Great Kanawha River, and to all bridges crossing said river within the boundary of said City.

SECTION 11. REMOVALS, VACANCIES.

The Council shall have the authority to remove any elected officer of the City for misconduct or neglect of duty, by an affirmative vote of three-fourths of the members of the Council; but only after reasonable notice to such officer, and a hearing of the charge or charges preferred; and all officers appointed may be removed from office at the pleasure of the Council; and unless their terms of office be otherwise fixed by ordinance, they shall be considered as holding their respective offices at the pleasure of the Council; and any vacancy in office, however occasioned, may be filled by the Council for the unexpired term.

SECTION 12. MEETINGS OF COUNCIL; TRANSACTION OF BUSINESS.

The said Council shall fix the place and times of holding regular meetings; may provide for special and adjourned meetings; and may prescribe rules and regulations, not inconsistent herewith, for the transaction of business and for its own guidance and government. The Mayor shall be a member of the Council, and shall preside at its meetings; but in case of his absence the Clerk, or one of the councilmen present selected for the purpose by the majority of the members present, shall act temporarily as such presiding officer. A majority of the Council shall be necessary to constitute a quorum. No member of the Council shall vote upon, or take part in the consideration of any proposition in which he is or may be interested otherwise than as a resident of said City; and the Mayor or other presiding officer shall have no vote upon any question before the Council except in case of a tie, when he shall give the casting vote.

In case any ordinance, resolution or measure, shall receive a majority of the votes of the members of the Council present, the Mayor or any two of the councilmen may insist upon the further consideration thereof; and thereupon it shall not be deemed passed, but shall be postponed until the next regular meeting of the Council, when if it shall again receive a majority of the votes of the members present, it shall stand and be declared adopted, and not otherwise.

SECTION 13. THE MINUTES; YEAS AND NAYS.

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

SECTION 14. THE MAYOR.

The Mayor shall be the chief executive officer of the City. He shall take care that the laws, ordinances, acts and resolutions of the Council are faithfully executed. He shall be ex-officio, a conservator and justice of the peace, within the City, and shall within the same exercise all powers and duties vested in a justice of the peace for the County, except that he shall have no jurisdiction in civil causes; nor shall he be a member of the County Court. He shall have control of the police of the City, and may appoint special police officers when he deems it necessary. It shall be his duty, especially to see that peace and good order are preserved, and that persons and property are protected in the City. He shall from time to time recommend to the Council such measures as he may deem needful for the welfare of the City. He shall before entering upon the duties of his office as such Mayor, execute a bond, with sureties satisfactory to the Council, in the penalty of one thousand dollars, conditioned for the faithful performance of the duties of his office and for the accounting for and paying over all money that may come into his hands by virtue of his said office.

The Mayor shall receive a salary of not less than $500.00 per annum, the same to be assessed and taken from the General Fund of the City of Point Pleasant, and such salary shall not be increased or diminished for the term which he shall be elected; and that further the Mayor, upon his election, shall automatically become manager of the water works of the City of Point Pleasant, and shall receive a salary of not less than $5,000.00 per annum, the said $5,000.00 shall be assessed, charged to and paid out of the City of Point Pleasant Water Works fund. The Mayor, upon election, shall automatically become manager of the Sewer Department, at an annual salary of not less than $2,500.00, the said $2,500.00 shall be assessed and taken from the City of Point Pleasant Sewer Department Fund. (Amended March 10, 1969)

SECTION 15. THE CLERK.

The Clerk shall keep in a well bound book, to be called the "Minute Book", an accurate record of all of the proceedings, ordinances, acts, orders and resolutions of the Council, and in another book, to be called the "Ordinance Book", shall keep all general ordinances adopted by the Council; both of which books shall be fully indexed and open to the inspection of anyone required to pay taxes to the City, or who may be otherwise interested. All oaths and bonds of officers of the City, and all papers of the Council, shall be endorsed, filed and securely kept by the Clerk. He shall record the bonds of all officers in a well bound book, to be called the "record of bonds". He shall also perform all such other duties as may by ordinance of the Council be prescribed. All printed copies of such ordinances purporting to be published under authority of the Council, and all transcripts of such ordinances, acts, orders and resolutions, certified by the Clerk, under the seal of the City, shall be deemed prima facie correct, when sought to be used in any court, or before any justice.

The City Clerk shall receive a salary of not less than $4,800.00 per annum, payable as follows: $1,800.00 from the City's General Fund and $3,000.00 per annum from the City Sewer Fund and any additional salary or position as Council, at its will and pleasure, may bestow upon said Clerk's position. (Amended March 10, 1969)

SECTION 16. THE ASSESSOR.

It shall be the duty of the Assessor to ascertain the tithables and property within said City subject to taxation, and make return thereof to the Council, at such time as may be prescribed, substantially in manner and form as in the case of assessments by county assessors; and to this end he shall have access to the most recent books and records of the County of Mason upon payment of reasonable fees and charges, to be arranged and provided for by the Council. The latest accessible assessment for State and County purposes, including value, shall be used and adopted by him; but as to property not included in such assessment, he shall ascertain the same, fix the value thereof, and include the same in his assessment; but the Council may correct any error on his part in this regard, upon the application of any person aggrieved. In the discharge of his duties he shall have the same powers as are conferred by law upon county assessors. He shall receive a salary to be fixed by the Council of not less than two hundred dollars nor more than three hundred dollars per annum, which shall not be increased or diminished for the term for which he shall be elected.

SECTION 17. TAX DUPLICATE.

The Council upon the return of the Assessor shall cause the said Assessor's book to be correctly copied by the Clerk into two well bound books to be provided for the purpose, and the taxes extended, and the amount thereof shown, in each book, one of which shall be delivered to the Treasurer, taking his receipt therefor, as well as for the taxes therein contained.

SECTION 18. THE TREASURER.

It shall be the duty of the Treasurer when the said extended copies are completed, to receive one copy thereof, receipting to the Council for the same and for the taxes therein extended, and to receive from the parties the entire amount of the taxes with which they are therein severally charged, from and after the first day of October, until and including the thirty-first day of October, of each year; and he shall in said book write the word "paid" opposite the name of the person so paying, and shall also receipt to such taxpayer for the tax so paid. He shall, as to all the taxes charged on said books for any year and not paid before the first day of November, make out tax tickets therefor in the name of the City, signed by him as Treasurer, against all persons in arrears, for the amounts severally due from them adding the ten percent penalty as hereinafter provided, and at once report the aggregate amount thereof to the Council, and the Council shall thereupon order him to deliver said tickets to the Marshal for collection, which he shall forthwith proceed to do, taking the Marshal's receipt therefor. The Treasurer shall receive all money collected by the Marshal and receipt to him therefor. He shall receive all taxes upon licenses, and receipt to the party paying the same, by endorsement upon the permit granted by order of the Council, which permit shall be furnished him by the Clerk, and charge himself with the amount so received, and report to the Council at its next regular meeting thereafter the amount so received by him. He shall also receive such other moneys of the

City as he is authorized by this chapter to receive, and all moneys ordered paid him by the Council, giving receipts therefor to the parties paying same, and shall keep an accurate account thereof; and his books shall at all times be open for inspection to any taxpayer of the City, and he shall produce said books to said Council for inspection at any meeting thereof upon the order of the Council. The Treasurer shall be chargeable with all the City taxes, levies and assessments and money of the City that may come into his hands, and shall account therefor. He shall pay out the moneys in his hands upon the orders of the Council signed by the Mayor and Clerk or by one or more members of the Council as the Council may prescribe. He shall on or before the tenth day of January of each year present to the Council a full, complete and detailed statement of all the moneys with which he is chargeable, or that have been received by him up to the first day of January of that year, and shall at the same time in like manner furnish a statement of all disbursements made by him during such previous year, with vouchers evidencing the same. He shall upon the order of the Council at any time submit a statement of the amount with which he is chargeable, and his disbursements.

The Treasurer shall, upon all moneys coming into his hands as such Treasurer, and duly paid out or turned over by him upon orders of the Council, receive as compensation therefor a sum to be fixed by the Council not exceeding five percent on the amount collected.

He shall before entering upon the duties of his office, execute a bond with good security payable to the said City of Point Pleasant, in the penalty of not less than ten thousand dollars, conditioned for the faithful performance of the duties of his office, and for the accounting for and paying over as required by law of all money which may come into his hands by virtue of his office. He shall, upon the expiration of his term of office, turn over to the Council all moneys, books and other property in his possession belonging to said City.

SECTION 19. THE MARSHAL.

The Marshal shall be chargeable with such City taxes, levies and ten percent penalties for nonpayment of taxes, as may come into his hands; and it shall be his duty to collect and account for the same, and he may distrain therefor in case they are not paid on demand after they are placed in his hands; and as to such distraint and any sale thereunder, as well as in other respects, he shall have the same power and authority as is possessed by the officer charged with the collection of State taxes. He shall also be chargeable with and collect and account for all assessments made by the Council, and all fines, costs and rates due the City, which may come into his hands, and at or before the regular meeting of the Council in each month shall pay to the Treasurer the money so collected by him, except as provided in Section Twenty-Six of this Act, less his commissions, and take a receipt therefor.

The Marshal, before entering upon the discharge of his duties, shall execute a bond in the penalty of not less than five thousand dollars, payable to the City of Point Pleasant, with sureties satisfactory to the Council, and conditioned faithfully to perform the duties of his office, and to account for and pay over, as required by law, all money which may come into his hands by virtue of his office.

SECTION 20. MARSHAL'S SETTLEMENT AND COMPENSATION.

The Marshal shall, at each regular meeting of the Council, during his continuance in office, make a report to the Council of the money collected by him from all sources and paid over to the Treasurer, designating specifically the items of his said collections; and shall also at the regular meetings of the Council in September, December, March and June, of each year, make a detailed statement of the taxes, fines, penalties, assessments and other claims in his hands for collection. He shall receive for his services in the collection of taxes, the penalties collected by him as aforesaid; and for his collection of other claims due to the City a compensation to be fixed by the Council not exceeding five percentum on the amount duly collected and accounted for, except that an additional percentum may be allowed in case of fines.

At or before the regular meeting of the Council in the month of June of each year, the Marshal, with the assistance of the Clerk, shall make up for the current fiscal year, the three lists of persons and property delinquent for nonpayment of taxes and real estate improperly placed on the tax duplicate or not ascertainable, required by section twenty-one of chapter thirty of the code as to State, County and district taxes, and all of the provisions of said chapter, pertaining to persons and property delinquent for nonpayment of taxes and real estate improperly charged with taxes, so far as they are applicable, are hereby adopted and made part of this Act. The duties prescribed in said chapter for the Sheriff, respecting such lists, shall be performed by the Marshal, with the assistance of the Clerk, and the duties therein prescribed for the County Court shall be performed by the Council. The provisions of the general law, authorizing the collection of State, County and district taxes returned delinquent, are hereby adopted and made available for the collection of all delinquent taxes.

The Marshal shall also return, at the same meeting, a list of such fines, penalties, assessments and other claims in his hands for collection as he shall not have been able to collect by reason of insolvency, removal or other cause, to which shall be appended an affidavit that he has used due diligence to collect the same, but has been unable to do so; and, if the Council shall be satisfied of the correctness of said list, it shall allow him credit therefor, but may thereafter take such lawful measures to collect such claims as shall be by it prescribed.

SECTION 21. REMEDY AGAINST THE MARSHAL.

If the Marshal shall fail to collect, account for and pay over all or any of the moneys with which he may be chargeable, belonging to the City, according to the conditions of his bond and the orders of the Council, it shall be lawful for the Council to recover the same by action, or motion, upon ten days' notice, in the corporate name of the City, in the Circuit Court of Mason County, against him and his sureties, or any or either of them, or his or their executors or administrators. If the sum claimed does not exceed three hundred dollars, such recovery may be had before any justice of the said County.

SECTION 22. FINANCES AND EXPENDITURES.

The Council shall annually make an estimate in manner and form as is required by chapter nine of the acts of the legislature of West Virginia of the year one thousand nine hundred and eight, and shall make a levy of so much as will in its judgment be necessary to pay the same; provided, that such levy shall not exceed fifty cents on each one hundred dollars of the assessed valuation of the property of the City according to the last assessment thereof. And except as to the amount of said levy as aforesaid, all of the provisions of this Act, so far as applicable, are hereby adopted and made part hereof, including the power to make additional levies as therein provided.

SECTION 23. PENALTY FOR THE NONPAYMENT OF TAXES.

Upon all taxes and assessments due said City and remaining unpaid on the first day of November of each year there shall be added thereto a penalty of ten percent, which penalty, together with the taxes in arrears, shall be collected by the Marshal of the City.

SECTION 24. LIEN FOR TAXES; FINES.

There shall be a lien on real estate within said City, for the City taxes assessed thereon, and for all assessments, fines and penalties assessed against, or imposed upon, the owners thereof, by the authorities of such City, and interest thereon, as in the case of State and County taxes, from the time the same are so assessed or imposed, which shall have priority over all other liens, except the lien for taxes due the State, County and district, and which may be enforced by the Council in the same manner provided by law for the enforcement of the lien for State or County taxes. If any real estate within said City be returned delinquent for the nonpayment of taxes due thereon, a copy of such delinquent list shall be certified by the Council to the Auditor, and a like copy recorded in the office of the Clerk of the County Court of Mason County, in a book kept in said office for that purpose, and to be furnished by the City. Said real estate may be sold for the City taxes, interest and commissions thereon, in the same manner, at the same time, and by the same officer, as real estate is sold for the nonpayment of State taxes, and the laws governing the sale and redemption of delinquent lands, insofar as they are applicable, are hereby adopted and made parts of this Act.

SECTION 25. ENFORCEMENT OF ORDINANCES.

The process in proceedings to enforce any ordinance prescribing a fine or imprisonment, or a fine and imprisonment, for the violation thereof, shall be a summons, in the name of the City of Point Pleasant, as plaintiff, directed to the Marshal, police officer of the City, or any constable of any district within said County, requiring him to summon the person accused of such violation, and who may thereafter be designated as defendant, to appear before the Mayor at any time and place therein named, to make answer to such accusation and to be dealt with according to law. Such summons shall contain such statement of the facts alleged as will inform such person of the general nature of the offense against the City with which he may stand charged; and,

except in cases of arrest upon view, shall be issued only upon complaint on oath. The Mayor shall have, possess and may exercise the power and authority of a justice under sections two hundred and twenty-four and two hundred and twenty-five of chapter fifty of the code of West Virginia, in summoning and enforcing the attendance and examination of witnesses; in punishing for contempts; in granting continuances, and in securing and enforcing the further attendance of the accused, with a view to a trial or hearing. If any recognizance taken for such further attendance be forfeited, the Mayor may record the default, and an action may be maintained in the name of the City, before any justice having jurisdiction, against the accused and his sureties, if any, to recover the penalty thereof.

SECTION 26. ENFORCEMENT OF JUDGMENTS.

The Mayor shall have power to issue an execution for any fine and costs assessed or imposed by him for the violation of any ordinance, and place the same in the hands of the Marshal, or he may at the time of rendering judgment therefor, or at any time thereafter, and before satisfaction of such judgment, by his order in writing, require the immediate payment thereof, and in default of such payment, he may commit the person so in default to the prison of said City, or in his discretion to the Jail of Mason County until the fine and costs are fully paid; but such imprisonment shall not exceed thirty days. He shall receive all moneys made upon said judgments, whether by execution or otherwise, and after paying the costs to the parties entitled thereto, shall turn over the remainder to the Treasurer on the first Monday in the month after receiving the same, taking his receipt therefor.

SECTION 27. DUTY OF JAILER; JAIL EXPENSES.

The Jailer of Mason County shall take and receive into his custody any person sentenced to imprisonment in the Jail of said County, or committed thereto for the nonpayment of a fine and costs, or for the failure to enter into a recognizance, by the judgment or order of the Mayor, in proceedings for the violation of an ordinance; and the expenses of maintaining such person while so in confinement, shall be paid by the City.

SECTION 28. DOCKET.

A book, well bound and indexed, to be denominated the "docket," shall be kept in the office of the Mayor, in which shall be noted each case brought before or tried by him together with the proceedings thereon, including a statement of the complaint, the summons, the return, the fact of appearance or nonappearance for the defense, the hearing, the judgment, the costs, and in case the judgment be one of conviction, the action taken to enforce the same. The record of such case shall be signed by the Mayor, and the original papers thereof, if no appeal be taken, shall be kept together and preserved in his office.

SECTION 29. APPEALS FROM JUDGMENTS IN CITY CASES.

In any case of the violation of an ordinance of the said City, in which there is a judgment by the Mayor of imprisonment for more than ten days, or for a fine of more than ten dollars, an appeal shall lie, at the instance of the person against whom such judgment is rendered, to the Circuit Court of Mason County. Such appeal shall not be granted by the Mayor unless within ten

days from the date of the judgment, such person shall enter into a recognizance, with security deemed sufficient, to appear before the said Court on the first day of the next term thereof, to answer for the offense against the City with which he stands charged, and not thence depart without leave of said Court. The provisions of chapter one hundred and sixty-two of the code of West Virginia, relating to recognizances in criminal cases, shall be applicable to the recognizances contemplated by this section; but any money recovered thereon, or by virtue thereof, shall inure to the said City.

SECTION 30. TRIAL IN COURT.

If such appeal be taken, the Mayor shall forthwith deliver to the Clerk of the said Court the complaint in writing, if any, the summons, a transcript of the record, including the judgment, the recognizance and any other papers belonging to the case; and such Clerk shall receive and file the same, and place the case upon the appeal docket of the next succeeding term of said Court; and said Court shall proceed to try the same in its order, as appeals from justices of the peace are tried.

SECTION 31. JUDGMENT IN COURT.

If the appellant be found guilty of a violation of the ordinance in question, whether upon the verdict of a jury or otherwise, the Court shall ascertain by its judgment the fine or imprisonment or the fine and imprisonment, to be paid or suffered by such defendant, having regard to the punishment prescribed by such ordinance, and shall include in any such judgment the costs incurred by the said City, as well in the proceedings before the Mayor as those in Court, including a fee to the Attorney for the City of five dollars, and the fees, if any, of the Jailer or keeper of the City Prison; and the proceedings to enforce the collection of any such fine and costs, may be as provided in sections ten, eleven and twelve of chapter thirty-six of the code of West Virginia, except that the writ mentioned in the tenth section, may be issued by the Clerk upon the order of the Mayor of the City, and the notice contemplated by the eleventh section shall be given to such officer. If the judgment be for the defendant he shall recover his costs against the City.

SECTION 32. APPEALS IN OTHER CASES.

From all judgments by the Mayor in cases other than for violation of ordinances, appeals shall be allowed as in similar cases before justices.

SECTION 33. CHIEF OF POLICE.

The Marshal shall be the Chief of Police and shall perform active and constant police service, for which he shall receive a salary of not more than fifty dollars per month. He may, with the consent of the Council, entered of record, but not otherwise, appoint a deputy or deputies, who may perform the duties, or any of them, with which he is charged; but the Marshal shall in all cases be responsible for the acts or omissions of the deputy or deputies so appointed. Such deputy or deputies shall be paid by the City.

SECTION 34. ARRESTS AND SERVICE OF PROCESS.

In case a violation of any ordinance of said City is committed in the presence, or within view of the Marshal or other police officer, the offender may be forthwith apprehended and taken before the Mayor, and a complaint, under oath, stating such violation, there lodged and filed; and, thereupon, such offender may be tried and dealt with according to law, without summons. The Marshal shall execute within the County of Mason any proper process issued by the Mayor, or other proper officer, in proceedings for the enforcement of ordinances; and shall collect, by levy of execution or otherwise, and duly accounted for, all fines assessed and costs imposed in such proceedings. He shall also have all the rights and powers within said City in regard to the arrest of persons, the collection of claims and the execution and return of process, that are or may be lawfully exercised by a constable of a district within the same, and shall be entitled to the compensation therefor; and he and his sureties shall be liable to all the fines, penalties and forfeitures that a constable is liable to for any dereliction of duty in office, to be recovered in the same manner, and in the same courts, that such fines, penalties and forfeitures are recovered against constables.

SECTION 35. LICENSES.

The Council shall prescribe by ordinance the manner in which licenses of all kinds, including licenses for the keeping of dogs, shall be applied for and granted, and shall require the payment of the tax thereon before delivery to the person applying therefor; but the Council shall not have power to grant any license to sell at wholesale or retail spirituous liquors, wine, porter, ale, beer or drinks of like nature.

And the Council may make and enforce all reasonable ordinances respecting licenses; provided, only, that such ordinances shall not be in conflict with the Constitution and laws of this State.

SECTION 36. CONDEMNATION PROCEEDINGS.

The Council, in the name of the City, may take or damage private property, in the manner prescribed by chapter forty-two of the code of West Virginia, for streets, alleys, drains, market grounds, landings, wharves, City prison, sewers, parks, cemeteries, or other work or purpose of public utility, and the expenses of condemnation proceedings shall be borne by the City.

SECTION 37. PAVING STREETS.

The Council, by a lawful majority thereof, may order any street, cross-street, alley or road, or any portion thereof, to be paved in a permanent manner, with cobblestone, brick, Belgian blocks, asphaltum or any other suitable material. One-third of the total cost of such paving shall be borne by the City, and the remaining two-thirds of such total cost shall be paid by the owners of the land abutting on said street, cross-street, alley, road or portion thereof, on the following basis, that is to say, payment is to be made by each landowner in such proportion of two-thirds of the cost of such paving as the frontage in feet of his land so abutting, bears to the total frontage of all land so abutting upon such street, cross-street, alley or road, or portion thereof so paved. Such cost, however, shall not include the grading of such street, cross-street, alley, road, or portion thereof, nor the curbing, which in all cases shall be done by the City.

Before commencing such paving the Council shall cause a copy of the order requiring the same to be published for four successive weeks in one or more newspapers published in the City. After the completion of such work, the Council shall apportion two-thirds of the cost thereof to the abutting landowners, on the basis aforesaid, and assess the same severally against said abutting landowners. Such apportionment shall be entered upon the records of the Council and published for four successive weeks in one or more newspapers published in the City, and any person feeling himself aggrieved by such assessment may, on or before the completion of such publication, apply to the Council for correction thereof.

Said assessments shall constitute liens upon said abutting lands from the commencement of the work, and bear interest from the date of the apportionment of the cost as aforesaid; which liens may be enforced by suits in equity in the name of the City, in the Circuit Court of Mason County, or the amount thereof recovered by the City in actions against said abutting landowners in said Court, or before any justice having jurisdiction.

SECTION 38. PAVING SIDEWALKS.

After having caused proper curbstones to be set and placed on the outer line of any sidewalk or footway on any of the streets, cross-streets or alleys of said City, and the surface of the ground inside of said curbstone to be properly graded and otherwise prepared for the purpose, the Council may require that such sidewalk or footway be paved with brick, stone, concrete or other suitable material, under the direction of the Street Commissioner, by the owners respectively of the lots, or of the fractional parts of lots, facing or abutting on such sidewalks or footways; and in case the owner of any lot or fractional part of such lot, within reasonable time after service upon him of a written or printed notice of such requirement, signed by the Clerk or Street Commissioner, fails, or refuses to comply therewith, the Council may direct that the paving contemplated by such notice be done at the expense of the City, and when so done such expense may be assessed to such owner, and the same shall constitute a lien on such property, which may be enforced by a suit in equity, in the name of the City, in the Circuit Court of Mason County, or the amount thereof recovered by the City in an action against such owner in said Court, or before any justice having jurisdiction. In case the owner is a nonresident of the State, notice aforesaid may be given by publication for four successive weeks, in a newspaper published in said City. The provisions of this section shall also be applicable to needed repairs to any of the pavements of the City, and to the substitution of new pavements for any which may have been heretofore, or which may be hereafter, laid and completed, and which may be deemed insufficient.

SECTION 39. RIGHTS AND LIABILITIES OF THE CITY.

The City of Point Pleasant shall succeed to all the rights, powers and privileges of "The Town of Point Pleasant in Virginia," "The Town of Point Pleasant" and "The Town of North Point Pleasant," and all of the property and assets of the said towns shall be vested in and become the property and assets of the "City of Point Pleasant," and it shall be liable for all the debts and obligations of the said several towns, and subject to all the duties and responsibilities thereof.

And all the officers of "The Town of Point Pleasant" and "The Town of North Point Pleasant," acting as such at the time this Act takes effect shall continue in office until the first day of July, one thousand nine hundred and fifteen, perform the duties and receive the compensation heretofore conferred, prescribed and allowed by their former charters or by general law or by the ordinances of said Town; such ordinances of the Town of Point Pleasant as are in force on the thirtieth day of June, one thousand nine hundred and fifteen, shall continue and be in force as ordinances of the City of Point Pleasant, so far as they are not inconsistent with this Act, until amended or repealed by the Council of the City of Point Pleasant.

SECTION 40. PROVIDING VOTING PLACES.

For the purposes of the first election of officers under this Act the Council and officers of the Town of Point Pleasant, so far as may be necessary, are hereby created the Council and officers of the City of Point Pleasant, and authorized and empowered to designate the places of voting in the several wards of said City as herein established, and to hold and conduct said election, and in the conduct thereof, and the ascertainment and declaration of the result thereof, they shall be governed by the law applicable to Municipal elections.

SECTION 41. REPEALING INCONSISTENT ACTS.

All acts and parts of acts inconsistent with this Act are hereby repealed; but this Act shall not be construed to repeal, change or modify any previous act not inconsistent with this Act, authorizing said Town of Point Pleasant to contract debts or to borrow money, nor to take away any of the powers conferred upon said Town, or upon the Mayor or Council or any of the officers thereof by general law, except so far as the same may be inconsistent with the powers hereby conferred.

The City of Point Pleasant

400 VIAND STREET
POINT PLEASANT, WEST VIRGINIA 25550
304-675-2360

June 30th, 2012

State of West Virginia

County of Mason, to-wit:

I, Brian L. Billings, 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 the Office of Mayor, of the City of Point Pleasant, Mason County, West Virginia, for the term of said office, commencing immediately on this 1st day of July 2012, to the best of my skill and judgment. So help me God.

Signed: _____

Subscribed and sworn to before the undersigned this the 30 day of June, 2012.

_____

My Commission Expires: 11/5/19

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
AMBER TATTERSON
City of Pt. Pleasant, 400 Viand
Pt Pleasant, WV 25550
My commission expires November 5

_____

BRIAN BILLINGS, Mayor AMBER TATTERSON, City Clerk

The City of Point Pleasant

400 VIAND STREET
POINT PLEASANT, WEST VIRGINIA 25550
304-675-2360

June 30th, 2012

State of West Virginia

County of Mason, to-wit:

I, Amber Tatterson, 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 the Office of City Clerk, of the City of Point Pleasant, Mason County, West Virginia, for the term of said office, commencing immediately on this 1st day of July 2012, to the best of my skill and judgment. So help me God.

Signed Amber Tatterson

Subscribed and sworn to before the undersigned this the 30 day of June, 2012.

Brian Billings

My Commission Expires: OFFICIAL SEAL NOTARY PUBLIC, STATE OF WEST VIRGINIA BRIAN BILLINGS 604 27th St. Point Pleasant, WV 25550 My commission expires January 29, 2022

Mike Eplin

BRIAN BILLINGS, Mayor AMBER TATTERSON, City Clerk

The City of Point Pleasant

400 VIAND STREET
POINT PLEASANT, WEST VIRGINIA 25550
304-675-2360

June 30th, 2012

State of West Virginia

County of Mason, to-wit:

I, Janet S. Hartley, 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 the Office of Council Member at Large, of the City of Point Pleasant, Mason County, West Virginia, for the term of said office, commencing immediately on this 1st day of July 2012, to the best of my skill and judgment. So help me God.

Signed Janet S. Hartley

Subscribed and sworn to before the undersigned this the 30th day of June, 2012.

Amber Tatterson

My Commission Expires: 11/5/19

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
AMBER TATTERSON
City of Pt. Pleasant, 400 Viand St.
Pt Pleasant, WV 25550
My commission expires November 5, 2019

BRIAN BILLINGS, Mayor AMBER TATTERSON, City Clerk

The City of Point Pleasant

400 VIAND STREET
POINT PLEASANT, WEST VIRGINIA 25550
304-675-2360

June 30th, 2012

State of West Virginia

County of Mason, to-wit:

I, Robert C. Doeffinger, 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 the Office of Council Ward 2, of the City of Point Pleasant, Mason County, West Virginia, for the term of said office, commencing immediately on this 1st day of July 2012, to the best of my skill and judgment. So help me God.

Signed: _____

Subscribed and sworn to before the undersigned this the 30th day of June, 2012.

_____

My Commission Expires: 11/5/19

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
AMBER TATTERSON
City of Pt. Pleasant, 400 Viand St
Pt Pleasant, WV 25550
My commission expires November 5, 2019

_____

The City of Point Pleasant

400 VIAND STREET
POINT PLEASANT, WEST VIRGINIA 25550
304-675-2360

June 30th, 2012

State of West Virginia

County of Mason, to-wit:

I, Allen Moran, 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 the Office of Council Ward 3, of the City of Point Pleasant, Mason County, West Virginia, for the term of said office, commencing immediately on this 1st day of July 2012, to the best of my skill and judgment. So help me God.

Signed: Allen Moran

Subscribed and sworn to before the undersigned this the 30th day of June, 2012.

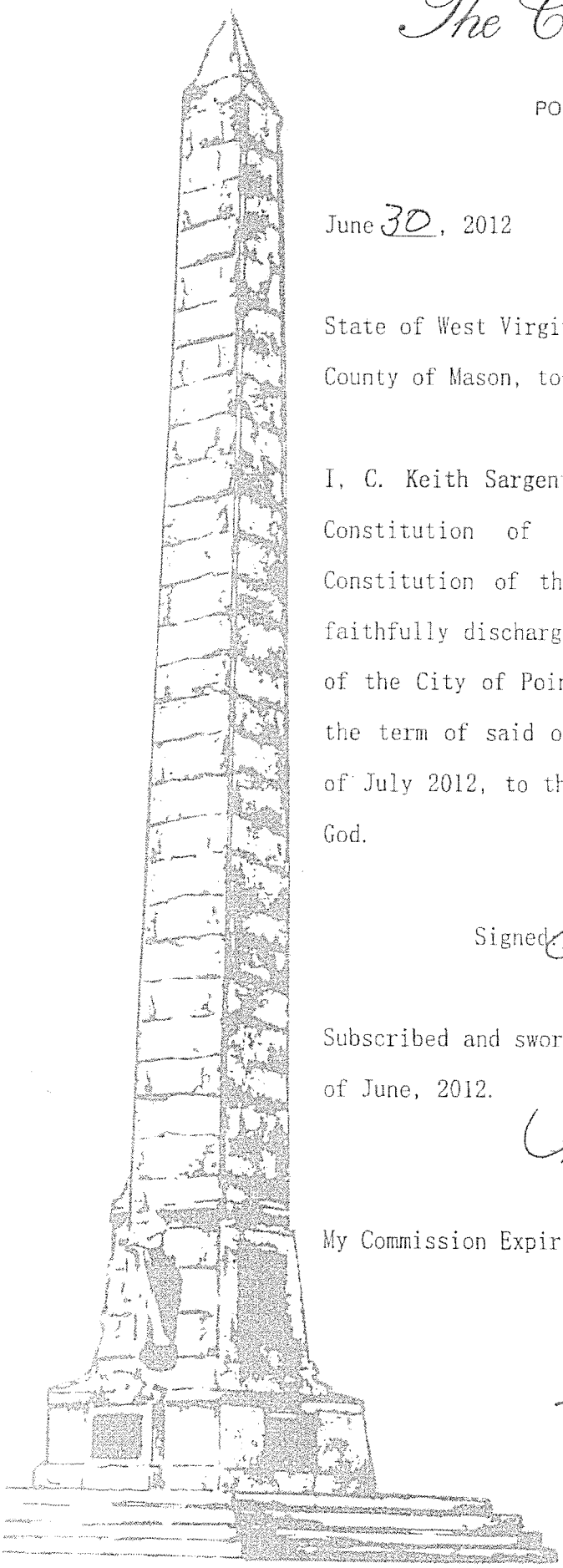
Amber Tatterson

My Commission Expires: 11/5/19

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
AMBER TATTERSON
City of Pt. Pleasant, 400 Viand St.
Pt Pleasant, WV 25550
My commission expires November 5, 2019

Mike S Elkins

BRIAN BILLINGS, Mayor AMBER TATTERSON, City Clerk



The City of Point Pleasant

400 VIAND STREET
POINT PLEASANT, WEST VIRGINIA 25550
304-675-2360

June 30, 2012

State of West Virginia

County of Mason, to-wit:

I, C. Keith Sargent, 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 the Office of Council Ward 4, of the City of Point Pleasant, Mason County, West Virginia, for the term of said office, commencing immediately on this 1st day of July 2012, to the best of my skill and judgment. So help me God.

Signed: [signature]

Subscribed and sworn to before the undersigned this the 30 day of June, 2012.

[signature]

My Commission Expires: 11/5/19

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
AMBER TATTERSON
City of Pt. Pleasant, 400 Viand St.
Pt Pleasant, WV 25550
My commission expires November 5, 2019

[signature]

BRIAN BILLINGS, Mayor AMBER TATTERSON, City Clerk

The City of Point Pleasant

400 VIAND STREET
POINT PLEASANT, WEST VIRGINIA 25550
304-675-2360

June 29, 2012

State of West Virginia

County of Mason, to-wit:

I, Rick Simpkins, 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 the Office of Council Ward 8, of the City of Point Pleasant, Mason County, West Virginia, for the term of said office, commencing immediately on this 1st day of July 2012, to the best of my skill and judgment. So help me God.

Signed: _____

Subscribed and sworn to before the undersigned this the 29th day of June, 2012.

Teka McCauley

My Commission Expires: Nov 05, 2019

Amber Tatterson

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
TEKA McCAULEY
City of Pt. Pleasant, 400 Viand St.
Pt Pleasant, WV 25550
My commission expires November 5, 2019

The City of Point Pleasant

400 VIAND STREET
POINT PLEASANT, WEST VIRGINIA 25550
304-675-2360

June 30, 2012

State of West Virginia

County of Mason, to-wit:

I, Bob Rulen, 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 the Office of Council Ward 7, of the City of Point Pleasant, Mason County, West Virginia, for the term of said office, commencing immediately on this 1st day of July 2012, to the best of my skill and judgment. So help me God.

Signed: Robert Rulen

Subscribed and sworn to before the undersigned this the 30 day of June, 2012.

Amber Tatterson

My Commission Expires: 11/5/19

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
AMBER TATTERSON
City of Pt. Pleasant, 400 Viand St.
Pt Pleasant, WV 25550
My commission expires November 5, 2019

Mike S Eplin

BRIAN BILLINGS, Mayor AMBER TATTERSON, City Clerk

ARTICLE 939
Water Regulations and Charges

939.01 Water rates.

CROSS REFERENCES

Power to collect - see W. Va. Code 8-12-5(32); Art. 8-19
Discontinuance for nonpayment - see W. Va. Code 8-19-13
Review by Public Service Commission - see W. Va. Code 24-2-4(b)
Deposit limitations - see W. Va. Code 24-3-8

939.01 WATER RATES.

(a) Applicability. Applicable to entire territory served.

(b) Availability of Service. Available for general domestic, commercial and industrial service.

(c)

Meter Rates (Gallons Used Per Month)	Monthly Billing (Per 1000 Gallons)
First 2,000	$3.35
Next 23,000	2.82
Next 75,000	2.55
Next 100,000	1.80
All Over 200,000 gallons	0.95

(d) Minimum Charge. No bill will be rendered for less than the following amount:

Meter	Per Month
3/4 inch or less	$6.70
1 inch	16.75
1 ½ inch	33.50
2 inch	53.60
3 inch	100.50
4 inch	167.50
5 inch	335.00
6 inch	536.00

(e) Resale Rate. Available to J-2-Y-35 Water Association Inc., and Gallipolis Ferry Water Association: $1.49 per 1,000 gallons.

(f) Fire Hydrant Rental: $1,200 per annum.

(g) Delayed Payment Penalty. The above tariff is net. On all current usage billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to only be collected once for each bill where it is appropriate.

(h) Water Tap Fee. The fee for a 3/4" water tap to tap into the water system of the City shall be three hundred dollars ($300.00). Anything above 3/4": cost of labor and materials. Hydrant installation based on cost of job.

(i) Reconnect Fee: A reconnect fee of twenty-five dollars ($25.00) will be charged to all customers disconnected for nonpayment of bill.

(j) Bad Checks - Returned Checks. If a check is returned by the bank for any reason, the City's charge to the customer shall be fifteen dollars ($15.00).
(Ord. 9-10-01)

RECEIVED
UTILITIES DIVISION
SPECIAL STUDIES SECTION

2002 JUL 30 AM 9:07

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA

Public Service Commission
of W. VA. Tariff Office

JUL 30 2002

Special Studies Section

P.S.C. W. Va. No. 4
Canceling P.S.C. W. Va. No. 3

CITY OF POINT PLEASANT, a municipal corporation

OF

POINT PLEASANT, WEST VIRGINIA

RATES, RULES AND REGULATIONS FOR FURNISHING

WATER

at Point Pleasant, Mason County, West Virginia

Filed with THE PUBLIC SERVICE COMMISSION
of
WEST VIRGINIA

Issued February 14, 2002

Effective for service rendered on and after February 23, 2002
or as otherwise provided herein

Issued by authority of an order of
The Public Service Commission of West Virginia
in Case No. 01-1328-W-MA
final February 12, 2002

Issued by CITY OF POINT PLEASANT, a municipal corporation

By John D. Rosch

Mayor
Title

RULES AND REGULATIONS

I. Rules and Regulations for the Government of Water Utilities, adopted by the Public Service Commission of West Virginia, and now in effect, and all amendments thereto and modifications thereof hereafter made by said Commission.

APPLICABILITY

Applicable to entire territory served

AVAILABILITY OF SERVICE

Available for general domestic, commercial and industrial service

METER RATES - MONTHLY BILLING

(A)	First	2,000 gallons used per month	$3.35 per 1,000 gallons
(A)	Next	23,000 gallons used per month	$2.82 per 1,000 gallons
(A)	Next	75,000 gallons used per month	$2.55 per 1,000 gallons
(A)	Next	100,000 gallons used per month	$1.80 per 1,000 gallons
(R)	All Over	200,000 gallons used per month	$0.95 per 1,000 gallons

(A,C) MINIMUM CHARGE

No bill will be rendered for less than the following amounts:

3/4 inch meter or less	$ 6.70 per month
1 inch meter	16.75 per month
1 - 1/2 inch connection	33.50 per month
2 inch connection	53.60 per month
3 inch connection	100.50 per month
4 inch connection	167.50 per month
5 inch connection	335.00 per month
6 inch connection	536.00 per month

(R) RESALE RATE

Available to J-2-Y-35 Water Association, Inc., and Gallipolis Ferry Water Association:

$1.49 per 1,000 gallons

DELAYED PAYMENT PENALTY

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

(C) WATER TAP FEE

The fee for a 3/4" water tap into the water system of the City of Point Pleasant shall be Three Hundred Dollars ($300.00).

(A) Indicates increase
(R) Indicates reduction
(C) Indicates change in text

(A) RECONNECT FEE

A reconnect fee of Twenty-Five Dollars ($25.00) will be charged to all customers disconnected for nonpayment of bill.

(C) FIRE HYDRANT RENTAL

$1,200.00 per annum

(N) BAD CHECKS-RETURNED CHECKS

If a check received is returned by the bank for any reason, the bank's charge to the City of Point Pleasant shall be the City's charge to the customer for such a bad check, but such charge to the customer shall not exceed $15.00.

(N) INCREMENTAL COST OF WATER PURCHASED AND PRODUCED

$0.21 M. Gallon. To be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate is used to calculate consumption above the customer's historical average usage.

(A) Indicates increase
(C) Indicates change in text
(N) Indicates new

ORIGINAL

ENTERED

OB 02-C PAGE

011328alj012302.wpd

FINAL

02.12.02

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: January 23, 2002

CASE NO. 01-1328-W-MA

CITY OF POINT PLEASANT,
a municipal corporation,
Investigation and suspension of increase in water rates and charges as a result of petitions filed in accordance with West Virginia Code §24-2-4b.

RECOMMENDED DECISION

On or about September 10, 2001, the City of Point Pleasant (City or Point Pleasant), a municipal corporation, adopted a municipal ordinance increasing its water rates and charges for service to its customers to become effective on or after October 26, 2001.

On September 14, 2001, Point Pleasant filed a copy of the water rate ordinance indicating that the first reading was made on July 9, 2001, the second reading on August 13, 2001, and the ordinance was adopted September 10, 2001, with the rates to become effective October 26, 2001. Enclosed was a copy of the Notice of Change in Rates by the City of Point Pleasant and a copy of the ordinance.

On September 27, 2001, the Board of Directors of the J-2-Y-35 Water Association, Inc. (Association), filed a protest to the water rate ordinance asserting that its rate increase is twice the percentage as those for the City's other water customers.

By Order entered September 28, 2001, the Commission made Point Pleasant a Respondent to this proceeding and suspended the rate ordinance until February 23, 2002. The Commission referred the matter to the Division of Administrative Law Judges and established a decision due date of January 24, 2002. The Commission required Staff to submit its report on or before December 10, 2001.

On October 11, 2001, Staff filed its Initial Joint Staff Memorandum, indicating that it would conduct an investigation into the City's books, records and operations and submit its report within the ordered time frame.

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On October 15, 2001, the City filed its affidavit of publication, indicating that the public notice of rate change was published in The Point Pleasant Register on September 14 and 21, 2001. The City also provided a copy of the minutes of its September 10, 2001 meeting.

On October 22, 2001, Melissa K. Marland, Chief Administrative Law Judge, issued a Procedural Order appointing Susan A. Murensky, Administrative Law Judge, to review the grievances raised by the protestants, to conduct a hearing and to issue a recommended decision.

By Procedural Order issued October 22, 2001, a procedural schedule was established, setting this matter for hearing on December 17, 2001, in the Point Pleasant City Building, Council Chambers, 400 Viand Street, Point Pleasant, West Virginia, to commence at 1:00 p.m. The Court Reporter was directed to expedite the preparation of the transcript and directed to file the expedited transcript no later than December 19, 2001. Also, a briefing schedule was established for the filing of post-hearing documentation.

On December 11, 2001, Staff filed its report recommending an approximate 29.83% increase in revenues. Staff also recommended an increase in the City's reconnect fee and the inclusion of a bad check-returned check charge and a leak adjustment increment in the City's existing tariff.

The hearing convened on December 17, 2001, as scheduled. Appearing on behalf of the City was James M. Casey, Esquire. Rodney Young, Vice President of J-2-Y-35 Water Association, Inc., appeared on behalf of the Association. Ronald E. Robertson, Jr., Esquire, appeared on behalf of Commission Staff. The transcript was filed on December 19, 2001, as directed. The parties waived their right to file briefs, findings of fact or conclusions of law as post-hearing documentation. (Tr., p. 52).

EVIDENCE

The first person to testify was Rodney Young, Vice President of the J-2-Y-35 Water Association, Inc. (Tr., p. 7). Mr. Young testified that the Association filed a protest alleging rate discrimination against the City regarding the passage of its water ordinance. (See, September 27, 2001 filing; Tr., p. 7). Mr. Young confirmed that the Association's Board of Directors reviewed Staff's recommendation. The Association agrees with Staff's recommended rates. Mr. Young believes that Staff's recommended rates are more fair and just than the ones passed by the City. Staff's recommended resale rate, which affects the Association, is $1.49 per 1,000 gallons. (Tr., p. 8).

Jack Miller, a Senior Utility Analyst with the Water and Wastewater Division of the West Virginia Public Service Commission, testified on behalf of Commission Staff. Mr. Miller explained that the Commission's jurisdiction was invoked by a protest of the resale customer, J-2-Y-35 Water Association, Inc. Staff examined the City's books and records to determine if, in fact, the City needed an increase and, if so, how the City's revenue should be derived. (Tr., pp. 9-10). Staff examined the City's Annual Report for the year 2000-2001, and verified those figures to determine if the City needs to adjust any of its expenses or make any

adjustments to its current level of operations. Staff believes that, at its current level of operations, the City's water system is operating at a deficit of $91,195. (Tr., p. 11).

Mr. Miller and James Spurlock, an Engineer at the Commission, conducted a class cost of service study and reviewed the City's current rate structure. Staff examined the resale customer's rate, as well as the rates for the residential and commercial customers. The City's small industrial customers were reclassified as commercial customers. (Tr., p. 12). Costs were allocated to the various types of customer. Staff believes that its class cost of service study properly allocates the appropriate costs to the proper customers and ensures that the City will have sufficient revenues. (Tr., p. 15). Staff believes the City needs a minimum of $581,886.00 a year in billed revenues to operate. (Tr., pp. 12, 15). Staff acknowledged that the City had strived to keep its rates low. The rates recommended by Staff are low compared to other water rates throughout the State. (Tr., pp. 13, 20). Staff's evaluation revealed that the City's resale customer rate of $1.50 was essentially accurate. However, Staff recommended that the resale rate be lowered to $1.49 per 1,000 gallons. Staff believes that the resale customers have, in the past, been subsidizing the residential and commercial customers. (Tr., pp. 14, 23, 26; Staff Exhibit No. 1). Staff believes the residential customer rate needs to be increased 42.12%, and that the commercial customer rate needs to be increased 20.43%. Staff did not alter the City's current rate structure. (Tr., p. 15). Staff recommended that the depreciation reserve be funded at $11,500, pursuant to the bond agreement signed with Farmers' Home Administration, presently Rural Water Association. The bond reserve is fully funded. (Tr., pp. 27, 30). The Staff-recommended rates will result in 2,000 gallons of water usage costing $6.70, an increase of $2.00. A typical 4,500 gallons per month usage will generate a bill of approximately $13.75. (Tr., p. 19).

Mr. Miller explained that, while the City had tried to keep its rates low, improvements needed to be made to the City's water system. Staff provided for improvements to the system, including painting of the tanks and the replenishment of vehicles. (Tr., p. 17). The Commission's Engineer, Jim Spurlock, conducted a field investigation and determined that monies were needed for the replacement of the City's vehicles. (Tr., p. 21).

When questioned about the resale rate compared to the commercial rate, Mr. Miller explained that the commercial customers and resale customers are two different types of customers and have different costs associated with their service. Commercial users and resale customers place different demands on the system. (Tr., pp. 25, 49-50). Mr. Miller made a correction to Staff's report, indicating that all gallons over 200,000 gallons should read 200,000 gallons used per month. (Tr., p. 50). Staff commended the City for its bookkeeping and acknowledged the assistance of its accountant in obtaining the information Staff requested. (Tr., p. 11).

The next person to testify on behalf of Commission Staff was James Spurlock, Technical Analyst in the Engineering Division of the Public Service Commission. (Tr., p. 32). Mr. Spurlock explained that he made

an on-site investigation of the City's operations and met with its Superintendent, Mr. Rogers. Information was gathered about line size, customer usage, the nature of customer classes, the number of resale customers and the size of lines that serve the different customers, etc. (Tr., p. 33). Mr. Spurlock made a visual inspection of all of the tanks, except one. He noted that none of the tanks had been painted during the last sixteen years. While the tanks are not dilapidated beyond repair, monies were not available for the necessary maintenance of the tanks. (Tr., p. 34). Staff recommended that a schedule be established in order to prolong the usefulness of the tanks. The City has four trucks; three are 1980 models, while one is a 1994 model. While no vehicles were purchased during the test year, the City's trucks will eventually need to be replaced. Staff allowed for monies on an annual basis, so that the trucks may eventually be replaced on a schedule. (Tr., p. 35). The City's unaccounted-for water is 13.4%, which is below the 15% allowed for by the Commission. (Tr., p. 36). Unaccounted-for water includes leaks, flushing of lines, maintenance, fire hydrants, etc. (Tr., p. 36). A low percentage of unaccounted-for water is usually a result of good maintenance. (Tr., p. 37).

Mr. Spurlock explained that the different attributes of the various customers impact the rate structure. Different types of customers place different demands on the system. Specific categories of customers have different hourly peak and daily peak demands. (Tr., pp. 37-38). Commercial and resale customers create more of a steady demand on a water supply than residential customers. Residential customers may require larger lines to meet larger instantaneous demands. (Tr., pp. 37-38). Mr. Spurlock provided Mr. Miller with the commodity allocation factors that set up percentages of costs created by the various customer groups. (Tr., p. 38). Staff bases its study on the study performed by West Virginia-American Water Company. There are four sets of allocation factors. Each set of factors assigns a percentage of the costs to each customer class. The customer commodity allocation factor consists of the amount of water used by the customer class without respect to the demands on the system. Maximum daily factors take into account the different demands the various classes impose on a daily basis. There is a set of allocation factors that recognizes hourly demand and a set of allocation factors called customer factors, which is based on the number of meters in the system. The customer factors are low for resale customers because only one meter is usually utilized per resale customer. Once allocation factors are provided to the financial analyst, the amount of revenue needed for the system is developed and the rate structure is evaluated to see if each customer class is contributing adequately or properly to that needed amount. (Tr., p. 40).

Mr. Spurlock believes the citizens of Point Pleasant are getting their money's worth with regard to their water costs, but acknowledged that the water rates have been kept low at the expense of the maintenance of the facility. (Tr., pp. 44-45). He confirmed that the unaccounted-for water is low. (Tr., pp. 45-46). He explained that the amount allotted for the maintenance and the replacement of the vehicles is for a long-term maintenance program and not something that can be accomplished immediately. (Tr., p. 47).

The City of Point Pleasant requested that its proposed rates be adopted, but did not present any type of evidence to refute Staff's report. (Tr., p. 51). Several persons were in attendance at the hearing. No individuals wished to protest or intervene. (Tr., pp. 8, 28-29, 51). The parties waived their rights to file findings of fact, conclusions of law or briefs. (Tr., p. 52). Staff submitted one (1) exhibit. (Tr., p. 52). The matter was submitted for a decision. (Tr., p. 54).

FINDINGS OF FACT

1. On or about September 10, 2001, the City of Point Pleasant, a municipal corporation, adopted a municipal ordinance increasing its water rates and charges for service to its customers to become effective on or after October 26, 2001. (See, filings received September 14, 2001, and October 15, 2001; Tr., p. 3).

2. Point Pleasant notified its customers of the rate increase proposed by the September 10, 2001 ordinance and one of the City's resale customers, J-2-Y-35 Water Association, Inc., filed a protest to the ordinance, alleging discrimination in the rates, pursuant to West Virginia Code §24-2-4b(g). (See, filings received September 14, 2001, and September 27, 2001).

3. The Commission invoked its jurisdiction over the instant municipal appeal proceeding and suspended Point Pleasant's September 10, 2001 rate ordinance until February 23, 2002. (See, Commission Order invoking jurisdiction entered September 28, 2001).

4. Point Pleasant published the Notice of Hearing on November 27, 2001, and December 4, 2001, in The Point Pleasant Register, a newspaper of general circulation in Point Pleasant, West Virginia. (See, affidavit of publication received December 13, 2001).

5. The Staff-recommended rates were derived by conducting a class cost of service study of Point Pleasant's customer classes and by applying the result of this study to Point Pleasant's revenue requirements, as determined by Staff. (See, Tr., pp. 14-15, 20-21; Staff Exhibit No. 1).

6. The allocation factors utilized by Staff in this case are the same as those outlined by the American Water Works Manual No. 1, and used by Staff in other class cost of service studies. (See, Tr., pp. 11, 39, 40).

7. Technical Staff recommended an overall rate increase of 29.83%. (See, Staff Exhibit No. 1; Tr., p. 15).

8. Technical Staff's recommended rates will generate approximately $582,015 in billed revenues, which Staff believes is sufficient to operate the water system and provide funding for the water system's long term debt requirements, the depreciation reserve and a surplus sufficient, to cover the Staff Engineer's recommended plant additions. (See, Staff Exhibit No. 1; Tr., pp. 12-13).

9. Staff concluded that the City's resale customers have been paying more than their fair share for water and that the residential and commercial customer rates have been subsidized by the resale customers. (See, Staff Exhibit No. 1; Tr., pp. 14-23, 26).

10. Commission Staff recommended an increase in the reconnect fee from $20.00 to $25.00 and the adoption of a bad check-return check fee of $15.00, as well as a leak adjustment of $0.21 per 1,000 gallons. (Staff Exhibit No. 1).

11. The City of Point Pleasant did not produce any evidence to refute the allocation methodology or rates developed by Commission Staff. (See, Tr., pp. 50-51).

CONCLUSION OF LAW

The rates and charges recommended by Commission Staff and supported by Staff's rate design are reasonable and are more equitably distributed among the classes and should be adopted in this proceeding, since they provide revenue sufficient, but not more than sufficient, to provide for the City of Point Pleasant's expenses, taxes, debt service requirements and plant additions.

ORDER

IT IS, THEREFORE, ORDERED that the increased water rates and charges recommended by Staff, attached hereto as Appendix A, be, and hereby are, approved and adopted as the water rates and charges for the City of Point Pleasant for all service rendered by it on or after February 23, 2002.

IT IS FURTHER ORDERED that the Staff-recommended revenue requirements, attached hereto as Appendix B, providing for a cash flow surplus of $44,269 and a minimum debt service coverage be, and hereby are, approved for the City of Point Pleasant's water operations for all service rendered after 12:01 a.m., February 23, 2002.

IT IS FURTHER ORDERED that the City of Point Pleasant file an original and at least five (5) copies of a proper tariff with the Public Service Commission, setting forth the rates and charges approved herein within thirty (30) days from the date that this Order becomes a final Order.

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

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

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

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

Susan A. Murensky

Susan A. Murensky
Administrative Law Judge

SAM:pst
011328ab.wpd

CITY OF POINT PLEASANT - WATER

CASE NO. 01-1328-W-MA

APPROVED RATES

APPLICABILITY
Applicable to entire territory served.

AVAILABILITY OF SERVICE
Available for general domestic, commercial and industrial service.

METER RATES - MONTHLY BILLING

First	2,000 gallons used per month	$3.35 per 1,000 gallons
Next	23,000 gallons used per month	$2.82 per 1,000 gallons
Next	75,000 gallons used per month	$2.55 per 1,000 gallons
Next	100,000 gallons used per month	$1.80 per 1,000 gallons
All Over	200,000 gallons used per month	$0.95 per 1,000 gallons

MINIMUM CHARGE
No bill will be rendered for less than the following amounts:

3/4-inch meter or less	$ 6.70 per month
1 -inch meter	16.75 per month
1-1/2-inch connection	33.50 per month
2-inch connection	53.60 per month
3-inch connection	100.50 per month
4-inch connection	167.50 per month
5-inch connection	335.00 per month
6-inch connection	536.00 per month

RESALE RATE
Available to J-2-Y-35 Water Association, Inc., and Gallipolis Ferry Water Association: $1.49 per 1,000 gallons.

DELAYED PAYMENT PENALTY
The above tariff is net. On all current usage billings not paid in full within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each bill where it is appropriate.

WATER TAP FEE
The fee for a 3/4" water tap into the water system of the City of Point Pleasant shall be Three Hundred Dollars ($300.00).

RECONNECT FEE
A reconnect fee of Twenty-Five Dollars ($25.00) will be charged to all customers disconnected for nonpayment of bill.

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FIRE HYDRANT RENTAL

$1,200.00 per annum

BAD CHECKS-RETURNED CHECKS

If a check received is returned by the bank for any reason, the bank's charge to the City of Point Pleasant shall be the City's charge to the customer for such a bad check, but such charge to the customer shall not exceed $15.00.

INCREMENTAL COST OF WATER PURCHASED AND PRODUCED

$0.21 M. Gallon. To be used when the bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate is used to calculate consumption above the customer's historical average usage.

Public Commission
Virginia
Charleston

APPENDIX B

CITY OF POINT PLEASANT - WATER

CASE NO. 01-1328-W-MA

CASH FLOW ANALYSIS
FISCAL YEAR ENDED JUNE 30, 2001

AVAILABLE CASH	
Unmetered Sales	
Metered Sales	$ 513,390
Sales for Resale	68,626
Forfeited Discounts	10,216
Miscellaneous Service Revenues	
Interest Income	11,520
Other Water Revenues	3,119
Total Available Cash	606,871
CASH REQUIREMENTS	
Operation & Maintenance Expenses	413,372
Taxes other than Income Taxes	27,546
Total Cash Requirements	440,918
Cash Available for Debt Service	165,953
DEBT SERVICE REQUIREMENTS	
Long-Term Interest	45,120
Long-Term Principal	65,064
Sub-Total	110,184
Debt Service Reserve Requirements (10%)	
Depreciation Reserve	11,500
Total Debt Service Reserve Requirements	121,684
REMAINING CASH SURPLUS (Deficit)	44,269
DEBT SERVICE COVERAGE FACTOR	150.61%
Staff Engineer Recommended Annual Plant Additions:	$44,000

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[illegible]t Virginia
Charleston

AN ORDINANCE AMENDING AND RE-ENACTING PART NINE, CHAPTER THREE, ARTICLE 935.01 OF THE CODIFIED ORDINANCES OF THE CITY OF POINT PLEASANT, WEST VIRGINIA

Editor's Note: Article 935 of the Codified Ordinances of the City of Point Pleasant ("Sewer Fees and Charges") was amended and re-enacted by City Council in 2008. First reading of said amendment and re-enactment passed in October, 2008. Second reading passed in November, 2008. Third and final reading passed in December, 2008. Pursuant to the amended and re-enacted ordinance, the new rates were to take effect February 1, 2009. A formal protest of the amended rates was filed by a lone citizen subsequent to the passage of the amended rates, but prior to the same going into effect. Upon the filing of the protest, the West Virginia Public Service Commission asserted jurisdiction over the City's sewer rates and performed a cost of service study. By Recommended Decision entered by the WVPSC on June 1, 2009, the ordinance previously amended and re-enacted by City Council was disapproved and set aside. The WVPSC entered a Commission Order on June 30, 2009 which adopted the rates set out in the WVPSC's Recommended Decision as the final order of the WVPSC. Said new rates became effective August 1, 2009. ~~and are as follows:~~ Subsequently, this ordinance was amended to reflect the rates applicable to the City's Combined Sewer Overflow plan. Said rates went into effect in two (2) phases. The first phase was effective 45 days from passage. The second phase went into effect upon substantial project completion or commencement of project debt service.

935.01 SEWER SERVICE RATES.

SCHEDULE I – Effective 45 Days from Passage

(a) Applicability. Applicable within the entire territory served.

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

(c) Rates. ~~(Customers with metered water supply). $4.62 per 1,000 gallons used per month.~~

First 3,000 gallons used per month	$5.90 per 1,000 gallons
All over 3,000 gallons used per month	$5.90 per 1,000 gallons

~~(d)~~ (1) Minimum Charge. (Customers with metered water supply) ~~No bill will be rendered for less than $13.86 per month.~~ Each customer shall pay a minimum charge of $17.70 per month (Equivalent to 3,000 gallons of water usage).

~~(e)~~ (2) CSO Surcharge. ~~The above rates are subject to an additional $1.72 per 1,000 gallons surcharge to fund the City's Combined Sewer Overflow spending plan. The surcharge should remain in effect for three years or until such time that the City implements its long term CSO solution.~~ Expires in time.

(3) Flat-rate charge. (Customers with non-metered water supply) – Each customer shall pay a minimum charge of $26.55 per month (Equivalent to 4,500 gallons of water usage).

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

(~~g~~e) ~~Tap Fee.~~ Sewer service connection charge. $350.00.

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

~~Residential Service Connection Fee: $300.00~~

~~Commercial Service Connection Fee: $300.00 plus costs~~

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

A tap fee of $350.00, or the actual cost of the connection (solely determined by the utility), whichever is greater, will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

~~(h) Leak Adjustment. $1.00 per 1,000 gallons is to be used when a bill reflects unusual water consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all consumption above the customer's historical average usage.~~

(~~i~~f) Returned Check Charge. A service charge ~~equal to the actual bank fee assessed to the sewer utility up to a maximum~~ of $25.00 will be imposed upon any customer whose check for payment of charges is returned by ~~their~~ the bank ~~due to insufficient funds~~ for any reason.

(g) Water Disconnnect / Reconnect Fees, Administrative Fees.

Water service will not be restored until all past due sewer bills have been paid in full and all accrued penalties plus a disconnection charge of $25.00 have been paid.

There shall be a $25.00 reconnection charge paid prior to restoration of water service which has been previously disconnected for any reason.

In the event that Utility staff or agents collect money at the customer's residence in order to stop disconnection, an administrative fee of $25.00 shall be paid in addition to other charges to prevent disconnection.

(h) Incremental Costs $5.00 per 1,000 gallons

An amount not to exceed $5.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage. The Utility shall establish a non-discriminatory policy regarding this provision for leak adjustments.

(i) EFT, ACH, Credit Card and Drop Box Payments.

A service charge will be imposed upon EFT, ACH, Credit card or Drop Box payments. The amount shall be equal to the actual charges to the Utility from the financial institution for processing payment.

(j) Security Deposit.

As of the date of passage, the applicable provisions of West Virginia Code 8-19-12a(a)(2) and PSC Water Rules, Rule 4.2.a1 shall apply to the Utility. Application of these provisions of statutory language to the Utility produces a security deposit of $76.00 for residential customers.

SCHEDULE II – Effective 45 Days from Passage

(k) Surcharge Formula to be Applied Where Surface Drainage is Connected to the Utility's Sanitary Sewer System.

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

$$S = A \times R \times .0006233 \times C$$

S	-	The surcharge in dollars.
A	-	The are under roof and/or the are of any other water collection surface connected to the sanitary sewer, in square feet.
R	-	The measured monthly rainfall, in inches.
.0006233	-	A conversion factor to change inches of rain x square feet of surface to thousands of gallons of water.
C	-	The Utility's approved rate per thousand gallons of metered water usage.

The Utility shall not impose the surcharge unless and until the customer has been notified by certified mail, return receipt requested, or by hand-delivery, that it has been established by smoke testing, dye testing, or on-site inspection that rain or other surface water is being introduced into the sanitary sewer system at the customer's location, and that the customer has

not acted within thirty (30) days from receipt of such notice to divert the water from the sanitary sewer system.

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

SCHEDULE III – Effective 45 Days from Passage

(1) Surcharge Formula to be Applied in the Case of Users Producing Unusual Waste.

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

$$Ci = VoVi + BoBi + SoSi$$

Ci	-	Charge to unusual users per year.
Vo	-	Average unit cost of transport and treatment chargeable to volume, in dollars per gallon.
Vi	-	Volume of waste water from unusual users, in gallons per year.
Bo	-	Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD) in dollars per year
Bi	-	Weight of BOD from unusual users, in pounds per year.
So	-	Average unit costs of treatment (including sludge treatment chargeable to total solids) in dollars per pound
Si	-	Weight of total solids from unusual users, in pounds per year.

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

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

SCHEDULE IV – Effective 45 Days from Passage

(m) Applicable Inside and Outside of the Limits of the Utility.

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

SCHEDULE V – Effective 45 Days from Passage

(n) Applicability. – Applicable within the entire territory served.

(o) Availability. – Available for wastewater and leachate haulers.

(p) Rates.

Commodity Charge – Each customer shall pay a commodity charge of $50.00 per 1,000 gallons per load. Load will be the ***actual capacity*** of the truck or other transport method delivering wastewater and leachate. Actual capacity shall be determined, or verified solely, by the Utility.

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

(r) Returned Check Charge. – A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

SCHEDULE I – Effective Upon Substantial Project Completion or Commencement of Project Debt Service

(a) Applicability. Applicable within the entire territory served.

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

(c) Rates.

First 3,000 gallons used per month	$9.00 per 1,000 gallons
All over 3,000 gallons used per month	$9.00 per 1,000 gallons

(1) Minimum Charge. (Customers with metered water supply) Each customer shall pay a minimum charge of $27.00 per month (Equivalent to 3,000 gallons of water usage).

(2) Flat-rate charge. (Customers with non-metered water supply) – Each customer shall pay a minimum charge of $40.50 per month (Equivalent to 4,500 gallons of water usage).

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

(e) Sewer service connection charge. $350.00.

The following charges are to be made whenever the utility installs a new tap to serve an applicant:

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

A tap fee of $350.00, or the ***actual cost of the connection*** (solely determined by the utility), whichever is greater, will be charged to all customers who apply for service outside of a certificate proceeding before the Commission for each new tap to the system.

(f) Returned Check Charge. A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

(g) Water Disconnnect / Reconnect Fees, Administrative Fees.

Water service will not be restored until all past due sewer bills have been paid in full and all accrued penalties plus a disconnection charge of $25.00 have been paid.

There shall be a $25.00 reconnection charge paid prior to restoration of water service which has been previously disconnected for any reason.

In the event that Utility staff or agents collect money at the customer's residence in order to stop disconnection, an administrative fee of $25.00 shall be paid in addition to other charges to prevent disconnection.

(h) Incremental Costs $5.00 per 1,000 gallons.

An amount not to exceed $5.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical average usage. The Utility shall establish a non-discriminatory policy regarding this provision for leak adjustments.

(i) EFT, ACH, Credit Card and Drop Box Payments.

A service charge will be imposed upon EFT, ACH, Credit card or Drop Box payments. The amount shall be equal to the actual charges to the Utility from the financial institution for processing payment.

(j) Security Deposit.

As of the date of passage, the applicable provisions of West Virginia Code 8-19-12a(a)(2) and PSC Water Rules, Rule 4.2.a1 shall apply to the Utility. Application of these provisions of statutory language to the Utility produces a security deposit of $76.00 for residential customers.

SCHEDULE II – Effective Upon Substantial Project Completion or Commencement of Project Debt Service

(k) Surcharge Formula to be Applied Where Surface Drainage is Connected to the Utility's Sanitary Sewer System.

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

$$S = A \times R \times .0006233 \times C$$

S	-	The surcharge in dollars.
A	-	The are under roof and/or the are of any other water collection surface connected to the sanitary sewer, in square feet.
R	-	The measured monthly rainfall, in inches.
.0006233	-	A conversion factor to change inches of rain x square feet of surface to thousands of gallons of water.
C	-	The Utility's approved rate per thousand gallons of metered water usage.

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

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

SCHEDULE III – Effective Upon Substantial Project Completion or Commencement of Project Debt Service

(1) Surcharge Formula to be Applied in the Case of Users Producing Unusual Waste.

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

$$Ci = VoVi + BoBi + SoSi$$

Ci	-	Charge to unusual users per year.
Vo	-	Average unit cost of transport and treatment chargeable to volume, in dollars per gallon.
Vi	-	Volume of waste water from unusual users, in gallons per year.
Bo	-	Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD) in dollars per year
Bi	-	Weight of BOD from unusual users, in pounds per year.
So	-	Average unit costs of treatment (including sludge treatment chargeable to total solids) in dollars per pound
Si	-	Weight of total solids from unusual users, in pounds per year.

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

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

SCHEDULE IV – Effective Upon Substantial Project Completion or Commencement of Project Debt Service

(m) Applicable Inside and Outside of the Limits of the Utility.

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

SCHEDULE V – Effective Upon Substantial Project Completion or Commencement of Project Debt Service

(n) Applicability. – Applicable within the entire territory served.

(o) Availability. – Available for wastewater and leachate haulers.

(p) Rates.

Commodity Charge – Each customer shall pay a commodity charge of $50.00 per 1,000 gallons per load. Load will be the ***actual capacity*** of the truck or other transport method delivering wastewater and leachate. Actual capacity shall be determined, or verified solely, by the Utility.

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

(r) Returned Check Charge. – A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

Passed on First Reading: 8/13/12

Passed on Second Reading: 8/21/12

Passed on Third Reading: 9/10/12

I, Amber Tatterson, City Clerk for the City of Point Pleasant, certify that this is a true and exact copy of the above ordinance, duly adopted by the City of Point Pleasant Council, the 10th day of September, 2012.

Amber Tatterson

Amber Tatterson, City Clerk

REGULAR MEETING

CITY COUNCIL

CITY OF POINT PLEASANT

August 13, 2012

The Common Council of the City of Point Pleasant, a Municipal Corporation in Mason County, West Virginia, met in Regular Session at City Hall, 400 Viand Street at 7:00 p.m. on Monday, August 13, 2012.

The following were present:

BRIAN BILLINGS - Mayor

AMBER TATTERSON - City Clerk

R.F. STEIN- City Attorney

TEKA MCCAULEY- Administrative Assistant

and the following members of City Council: Janet S. Hartley, Charles Towner, Jr., Robert C. Doeffinger, Allen Moran, Keith Sargent, Elaine G. Hunt, Linda W. Smith, Bob Rulen, and Rick Simpkins.

Absent: Doug Tawney and SHANNON PEARSON- Accountant

Councilman Keith Sargent led Council in prayer. The meeting was called to order by Mayor Brian L. Billings who led Council in the Pledge of Allegiance.

OUTSIDE DELEGATION

Rick Handley (Mason County Commission) welcomed all the new Council and told them that the City and County have had a good working relationship and that the Commission's door is always open to the City. Handley then presented Krodel Park Campground Manager, Derrick Taylor with a check for $500 to help purchase playground equipment for the park. He said that they have helped in the past with the City pool and skateboard park and now they would like to add the playground to their donation list.

Diana Johnson (DAR) gave Council a brief history about wreaths being donated to the Arlington Cemetery in the past and said she is participating in a program to place wreaths across America. The current goal is to lay 500,000 Wreaths Across America and she wants the Pioneer Cemetery in Point Pleasant to be one of those cemeteries. She advised it is at no cost to the City, she only needs permission from the City in the way of a resolution approved by Council.

Lynn Fruth (Fruth Pharmacy) told Council that the alleyway behind Fruth Pharmacy needs resurfaced. She mentioned that this alleyway services several businesses in that area. Fruth has not been in

contact with the business owners at this time, but would like to share costs with those businesses. She also said she would like to request a third of the funding from the City. Councilwoman Elaine Hunt recommended that the Street Department look at this issue prior to action by Council. Ms. Fruth stated that she thought this would be Council's decision. Fruth was told that the Street Department can make a recommendation to Council for them to decide at a later time.

Patricia Scott & Ken Mosley (KISRA Economic Empowerment) explained their agency and its history. They go into communities and purchase land to develop low income housing and then they provide educational and training opportunities for West Virginians. They have currently entered Putnam, Kanawha, Boone, and Lincoln counties and have hopes to expand to Mason County. Contact has been made with local economic development and a lot located in Kenny Court is available. They then indicated they would like a letter of support from the City of Point Pleasant for their agency to enter the area. Council asked a few questions and thanked them for attending the meeting.

PUBLIC COMMENT

Audrie Clendenin (New Richmond, Ohio) addressed Council concerning an overbooking at Krodel Park. She stated that her family has held their reunion there for the last eight years and this time was not a pleasant experience because when they showed up they found that the

shelter was already occupied. Ms. Clendenin indicated that when she booked the shelter she was told that it was available and that she had a paid receipt showing her booking date. She advised that the Campground Manager, Derrick Taylor, was very kind and tried to accommodate her family but that the area was just not big enough for their event. She said that she was here to ask for her $50 deposit to be returned and for better booking procedures to prevent this in the future. Mr. Taylor was present and spoke about the event and apologized. He also indicated he would do as Council desires concerning her deposit check. Councilwoman Linda Smith apologized since she acts as the Chairperson for Parks and Recreation and stated that mistakes do happen and she was sorry for the inconvenience.

DEPARTMENT-HEAD REPORTS

Campground Manager Derrick Taylor told Council he was sorry for the mistake of overbooking and that he was very accommodating for the family. He also said that the other family had that particular shelter booked a year in advance and he felt he could not move them. Taylor said he had told Ms. Clendenin that he would refund half her money due to the mistake and that he has not had any previous issues

like this.

Street Commissioner Willie Call asked Council if they had any questions and Councilwoman Smith mentioned addressing pool repairs once the pool is closed for the season. Mr. Rulen asked Call about the flood wall drill to be performed this weekend on the Route 62 gate. Mr. Call said that the Corps requires all gates to be assembled on a scheduled basis to prove capability. Media has been notified and State Road will be involved in the process to make things move as smoothly as possible.

Tourism Director Denney Bellamy spoke of four successful visits from the American Queen Sternwheeler. Mayor Billings advised that the City was presented with a plaque from the Captain of the American Queen and it will be given to the River Museum to be displayed on the City's

behalf. Bellamy said that Point Pleasant was rated as the best stop on their trip and they scheduled four more visits. The publicity received from their visits was approximately $20,000 in free advertisement for Point Pleasant. Bellamy concluded stating that the Queen of Mississippi is a new boat and they have scheduled a visit.

Water Department Supervisor Steve Gardner introduced himself since he was absent for the last meeting. He gave an overview of his department services. Councilman Robert Doeffinger asked if his department had any backup generators and Gardner advised he does not at this time. Gardner stated that he had just been contacted by FEMA and they visited the water plant. FEMA implied that they might be able to provide our plant with a free generator and they would provide paperwork to submit for a generator. Doeffinger asked how the plant ran during the outage. Gardner said that the Point Pleasant water plant did not lose power at anytime, and was 1 of 3 in the State that had power.

City Inspector Jeremy Bryant asked if Council had any questions. Mayor Billings took the opportunity to commend Mr. Bryant for his position with the Fire Department and all their assistance during the recent storm issues.

Sewer Department Supervisor Bruce Chapman introduced himself since he was absent from the previous meeting and asked if they had any questions. Doeffinger asked Chapman if he had any backup generator and was told they do have one, but it is not sufficient in size for their needs. Councilman Keith Sargent asked if a bigger generator was needed and Chapman said that it really was not necessary because if there is not water flow then it doesn't affect him.

Police Chief Ernie Watterson said that he really did not have much to report since he would be speaking during the committee report section on the agenda.

Councilman Bob Rulen told the department heads that he appreciated meeting them and thanked them for their participation in the council meetings but it was not necessary for attending further meetings.

Mayor Billings said that he would like them to attend meetings on a six month basis in the future and Councilwoman Janet Hartley agreed but said that they could attend if they had any updates.

MONTHLY BUSINESS

Mayor Billings asked for a motion to approve minutes of the regular council meeting held July 9, 2012 as presented. Council at Large Charles Towner made the first motion while a second was given by Councilman Sargent. Attorney Stein asked for his section to clarify that he is working on Right of Ways rather than deeds and to also amend the part about him taking the Yeager issue to court. He said that it was previous administration that addressed this issue with the courts, he was not involved prior to 2007. Mayor Billings asked for a motion to approve the financial statements of the General, Coal Severance, Water and Sewer Funds for the month of July 2012. Councilwoman Smith gave the first motion while Mr. Sargent added the second motion and financial reports were approved 9-0. Mayor Billings asked for a motion to approve the outstanding obligations for the month of July 2012. Mr. Towner made the first motion and Ms. Smith added a second, and the motion carried.

CITY ATTORNEY

Attorney R.F. Stein drafted an ordinance adding a **stop sign at the intersection of Jefferson Avenue and 23rd Street** which would make this a four way stop. He asked for a motion to approve this as the 1st reading and Mr. Towner made the first and Councilman Bob Rulen added the second. Several members state that kids play in this area and it is needed. Final call for approval passed 9-0.

Attorney Stein gave Council an update pertaining to the easements for the **North Point Pleasant Drainage Project.** Stein said that he is in the process of scheduling a meeting with the engineers of Burgess & Niple to help address questions for those who have yet to sign. He asked for Council to attend this open meeting so they can help with residents in their areas. Mr. Doeffinger said the public meetings

have been held in the past and it might take door to door communication to be more effective.

Stein advised that due to some timing technicalities required by the Public Service Commission (PSC), new Council would need to pass **Ordinance 935.01** which pertains to the sewer rate increase. He said that previous administration tried to spare new members by passing the

rate in June 2012, however to meet all requirements of the PSC, this Council would need to go through the motions again and pass the same ordinance. Stein said that the City has contracts with outside agencies which should have been offering guidance in this procedure, however there was a lack of communication. Councilman Doeffinger made a motion to approve the 1st reading of Ordinance 935.01 with the right to amend and Ms. Smith added a second. Stein advised that he will provide Council with a new copy since there were a few amendments made to language. The motion passed unanimously 9-0.

Stein concluded with **discussing amendments to the Charter**. He said that preliminary questions were asked in regards to the Charter so he wanted to form a committee to address sections that need updated. Stein stated that he has researched the technicalities of how to make amendments and he will schedule a meeting to begin the process.

ACCOUNTANT

CITY CLERK

City Clerk Amber Tatterson told Council that she attended a meeting with **FEMA's assistance program** which pertained to damage received from the recent storm. FEMA is offering aid to governmental agencies to cover costs for overtime, equipment usage, and any additional costs associated with storm damage. Tatterson said that the City should receive some assistance and she will keep Council updated on what is received.

Tatterson presented an **ordinance for approval of replacement pages of the Codified Ordinance books**, which are for amendments and enactments

made from 2009 through the beginning of 2012. She said that the Walter Drane Company prints the replacement pages and as standard protocol they provided an ordinance to be approved by City Council for these replacements. Charles Towner made a motion to accept this as the first reading approving this ordinance. Mr. Rulen added a second and the motion passed 9-0.

Tatterson then asked Council for **approval to pay the invoice of $3,706.97 from Walter Drane Company** for the replacement pages. Keith Sargent made the first motion and Councilman Simpkins added the second. The motion passed unanimously.

MAYOR

Mayor Brian Billings stated there is a vacancy on the **Planning Commission** and he recommended Leonard "Buster" Riffle. A motion was made by Ms. Smith and seconded by Elaine Hunt, and the motion carried.

The Mayor said that Mr. Call already addressed the **floodwall gate**

issue earlier so he moved on.

The Mayor concluded discussing the need of a **municipal judge** for the City. He said that in his position as Mayor he is the acting judge but in the past they have appointed an attorney to hear municipal issues. Mr. Rulen asked if the Charter allows appointing of a judge and Attorney Stein read Article 171 that addresses this and it states the Mayor may appoint a qualified resident of Point Pleasant with the consent of Council. Mayor Billings indicated that if Council allows he will make a recommendation at a later date.

Committee Reports

Elaine Hunt Chairman of the Police Committee held a meeting July 19th and she gave a report about their discussions. She said they talked about the recent storm and gave recommendations for future issues. She mentioned the 911 Center using a service with NIXEL, which would be an automated calling system to call residents and give notifications. They had a brief discussion on GPS units for police

cruisers. Chief Watterson discussed money collections at the City Building and said that he spoke with the City of Nitro. Nitro does not permit collections unless it is for agencies such as little league, scouts, or some type of nonprofit agency, however a letter is required by their Council and they have to approve the collection. Watterson recommended following some of the same guidelines in Point Pleasant. Mr. Rulen and Mr. Sargent felt that if they do this, it will open the City up to liability issues. Councilwoman Smith recommended drafting an ordinance to address this issue and see how the vote goes. Watterson concluded with discussing the need of police cruisers. He said they have a few with high mileage and repair costs. Ms. Smith recommended a replacement rotation and that it has been a while since they have purchased a new cruiser. Councilman Rulen stated that the year and miles is not as important as the maintenance cost on those vehicles. Mayor Billings recommended getting a report to show the maintenance costs and for Council to consider a new cruiser, which could be purchased from the State bid list. Mr. Doeffinger made a motion to purchase a new cruiser from the State bid list by getting a lease or loan from a local bank. Linda Smith added a second and the motion passed 9-0.

Council Concerns

Janet Hartley said she had a card complimenting the City employees for their work on the flowers in the downtown areas. Hartley also mentioned a few other items she had been contacted about. She said that others want flags to be lowered when there is a death or tragedy

and that she has several ideas on beautification and she will hold a meeting soon. Ms. Hartley concluded telling the Mayor that the Point Pleasant Rotary Club would like to place a map at the Riverfront Park to show all the local attractions in Point Pleasant. This would help promote tourism and would be at no cost to the City.

Robert Doeffinger said part of the agreement with Main Street and the owner of the demolished building on Main Street was that they were to

gravel the demo site once completed. He said this has yet to take place and needed to be addressed. Mr. Stein said that this was part of the deal and he would follow up with their attorney. Mayor Billings asked for Stein to also check with this individual about the exterior of the building. Doeffinger also asked for the sign issue with that owner to be addressed. Mr. Doeffinger spoke concerning Lynn Fruth wanting her alleyway paved. He said in South Charleston, they fix and make repairs and then they bill the businesses who utilize those alleyways.

Allen Moran recommended finding grants to assist with abandoned property. He also mentioned checking into a group of operating engineers that teach students, who could maybe help with demolishing some local properties as learning exercise. The Mayor said that a local property owner wants to deed her property to the City and asked Council their thoughts. Mr. Sargent stated that if the City pursues the property, they need to set a standard and follow suit. This would also include the Franklin property, which is owned by the City. Mr. Stein stated that the insurance company is currently negotiating on this piece of property. They are hoping to demolish this property and to also obtain the adjoining property to demolish.

Keith Sargent said there were some flooding issues on Jefferson Avenue when it rains and he asked for it to be looked at during the next rain.

Elaine Hunt said there is a tree growing in a drain near 10 Wakefield Road.

Being no other business, Mr. Charles Towner made a motion to adjourn the meeting at 9:56 p.m. Councilman Sargent added the second and the motion carried.

_____ _____

Amber D. Tatterson, City Clerk Brian L. Billings, Mayor

SPECIAL MEETING

CITY COUNCIL

CITY OF POINT PLEASANT

August 21, 2012

The Common Council of the City of Point Pleasant, a municipal corporation in Mason County, West Virginia, met in Special Session at the City Building, 400 Viand Street at 7:00 p.m. on Tuesday, August 21, 2012.

The following were found present:

Brian L. Billings - Mayor
Amber D. Tatterson - City Clerk
R.F. Stein - City Attorney
Teka McCauley (Administrative Assistant)
Shannon Pearson- (Accountant)

and the following members of City Council: Janet Hartley, Charles Towner, Jr., Robert Doeffinger, Allen Moran, Keith Sargent, Elaine Hunt, Bob Rulen, and Rick Simpkins

Absent: Doug Tawney and Linda Smith

Keith Sargent led council in prayer. The meeting was called to order by Mayor Brian L. Billings who led the Pledge of Allegiance to the Flag.

A Waiver of Notice is attached to this set of minutes. The purpose of the meeting was to discuss and take any necessary action with regards to:

1) 2nd READING OF ARTICLE 935.01 (SEWER RATE TARIFF)
2) WVDOT- TRAFFIC SIGNAL
3) RESOLUTION FOR WREATHS ACROSS AMERICA
4) KRODEL PARK- REFUND
5) KISRA

Attorney R.F. Stein asked Council to entertain a motion to approve the **2nd reading of Article 935.01.** Councilman Bob Doeffinger made the first motion while Ms. Elaine Hunt followed with a second, which passed 8-0. Stein advised this concluded his agenda.

Mayor Billings then spoke concerning the **traffic signal** located at

28th Street. WVDOT advised that they want to replace the wooden poles with metal ones like those at 22nd Street. They will place the new poles in the same location and ask that the City sign an agreement for this upgrade. Mr. Doeffinger made a motion to allow the Mayor to sign the agreement on the City's behalf. Mr. Towner added the second and the motion passed 8-0.

Mayor Billings read a **Resolution for Wreaths Across America** to remember the fallen, honor those who served, and teach our children the cost of freedom. Elain Hunt made a motion to accept the resolution and Councilwoman Janet Hartley added a second. The motion passed unanimously.

The Mayor spoke concerning a previous issue that pertained to over booking at **Krodel Park.** Billings said that a vote was not taken to refund money for the over booking, however, the park manager has already processed the refund. Councilman Rick Simpkins said he is aware it was not voted on, but he remembered several discussing refunding the money.

Mayor Billings concluded the meeting by advising Council that a vote was not taken at the previous meeting for a letter of support for **KISRA.** They want to enter the community and build low income housing. Billings asked Council to entertain a motion. No motion

was made so the issue failed due to the lack of a motion.
Councilman Bob Rulen asked the Mayor about the CSX letter that was in Council packets. Billings explained he just put a copy of the letter wrote to CSX concerning a few local crossings that are in need of repairs.
Mr. Rulen and Councilman Allen Moran complimented the floodwall crew for a job well done when they constructed the gate on Route 62.

Being no other business, Charles Towner made a motion to adjourn. Mr. Doeffinger added the second and being unanimously approved, the meeting adjourned at 7:08 p.m.

_____	_____
Amber D. Tatterson	Brian L. Billings
City Clerk	Mayor

REGULAR MEETING

CITY COUNCIL

CITY OF POINT PLEASANT

September 10, 2012

The Common Council of the City of Point Pleasant, a Municipal Corporation in Mason County, West Virginia, met in Regular Session at City Hall, 400 Viand Street at 7:00 p.m. on Monday, September 10, 2012.

The following were present:

BRIAN BILLINGS - Mayor
AMBER TATTERSON - City Clerk
R.F. STEIN- City Attorney
TEKA MCCAULEY- Administrative Assistant
SHANNON PEARSON- Accountant

and the following members of City Council: Janet S. Hartley, Doug Tawney, Robert C. Doeffinger, Allen Moran, Keith Sargent, Elaine G. Hunt, Linda W. Smith, Bob Rulen, and Rick Simpkins.

Absent: Charles Towner, Jr.

Councilman Keith Sargent led Council in prayer. The meeting was called to order by Mayor Brian L. Billings who led Council in the Pledge of Allegiance.

OUTSIDE DELEGATION

Sandy Dunn (Main Street Board Director) and other board members were present to introduce themselves to new Council members and to let Council know they want to continue a good, working relationship with all city officials. Ms. Dunn provided a brief history about the organization and stated that over the past 24 years, the committee has brought in $8.3 million from outside funds which helped develop the

Point Pleasant Riverfront Park and numerous other projects. Councilman Robert Doeffinger stated that he would like for Main Street members to help set guidelines and standards for how they would like to maintain the historic downtown effect.

PUBLIC COMMENT

Charles Huber (Point Pleasant Lions Club) advised that his club helps to provide eye exams and eyeglasses to those who cannot afford them. Huber stated his purpose for addressing Council pertains to monetary collections in front of the City building. He said the club's main

fundraiser is collecting donations from passing traffic at the City's location. He stated that he understands the City is considering prohibiting these collections, but asked for consideration when it comes to nonprofit organizations. Mayor Billings then handed out a letter that lists considerations that pertain to collections and he told Mr. Huber that his club would be updated on how things proceed.

MONTHLY BUSINESS

Mayor Billings asked for a motion to approve minutes of the regular council meeting held August 13, 2012 as presented. Council at Large Janet Hartley made the first motion while a second was given by Councilwoman Smith and the motion passed. The Mayor asked for a motion to approve minutes from a special council meeting held August 21, 2012. Mr. Rulen made the motion and Ms. Smith followed with a second. The motion passed unanimously. Mayor Billings asked for a motion to approve the financial statements of the General, Coal Severance, Water and Sewer Funds for the month of August 2012. Councilman Rick Simpkins gave the first motion while Mr. Sargent added the second motion and financial reports were approved 8-0. (Mr. Moran had stepped out of Council Chambers). Mayor Billings asked for a motion to approve the outstanding obligations for the month of August 2012. Mr. Simpkins made the first motion and Elaine Hunt added a second, and the motion carried.

CITY ATTORNEY

Attorney R.F. Stein stated that he had two items on the agenda that he would be putting off until the next scheduled meeting. Those items were addressing solicitation on the highway and ordinance 1335.06 pertaining to trailers and temporary trailers within City limits. Attorney Stein then gave Council an update pertaining to the easements for the **North Point Pleasant Drainage Project.** Stein said that he has not secured any additional signatures since the last meeting. He indicated that he has a few that will be signing soon however, the others will require more work. Stein stated that Dave Tarbett is willing to help by going door to door to discuss issues with those residents. Compensation has not yet been discussed but there are approximately 25-30 right of ways needed. Councilman Bob Doeffinger made a motion to allow Mr. Stein to negotiate compensation for Mr. Tarbett and Ms. Smith added a second. Attorney Stein then told Council that Burgess & Niple recently marked some of the drainage channels to help assist with questions from residents. Councilman Rulen asked about a timeframe once Tarbett begins, and Stein advised that no time frame has been discussed as of yet. Rulen stated that he

felt Tarbett should have until the first of the year, and then if necessary they could pursue a different route. Ms. Hartley asked if Tarbett would be paid in a lump sum or per hour, and Stein said it would be a lump sum or per right of way secured. Final call for approval passed 9-0. Councilman Sargent stated that he thought the City had a right of way already since the water and sewer lines already exist on their properties. Mr. Doeffinger explained that there is a right of way, but it is for those lines, the drainage channel would be different. Stein concluded the conversation by telling Council that one resident has indicated that his signature is contingent upon him receiving fill dirt from the project. Doeffinger indicated that it might be possible to get dirt from that portion of the project, but not the project as a whole. Mr. Sargent added that

this would need to be researched because you cannot change an area of a floodway. Stein advised he would discuss this issue with the engineer and resident.

Stein **discussed amendments to the Charter** that had been addressed during a recent committee meeting. He said that sections 3, 5, 6, and 9 were discussed and amended. These sections deal with wards, officers, conduct of elections, and the duties, bonds and compensation of appointed officers. Mr. Simpkins made motion to approve this as the first reading and Linda Smith followed with a second motion. Mr. Doeffinger asked for the motion to be with a right to amend. Councilman Rulen said that municipal judge should be added since it is also an appointed position and he also asked if Council has the authority to change the Charter in this manner. Attorney Stein said yes according to WV State Code 8-4-8. This code offers an alternate plan to advise or amend the Charter. Stein also indicated that he spoke with the WV Municipal League and they verified that this approach is permitted, however if objections are received, then the citizens would need to vote on the issue. Councilwoman Janet Hartley advised that she had been asked about the language amending section five. This portion opens appointed positions to any qualified voter and taxpayer of Mason County rather than just individuals who are registered to vote in a City election. Councilman Doeffinger stated that it is hard to find interested and qualified citizens for these appointed positions so it is necessary to broaden the boundaries. Mr. Rulen stated that he feels this is acceptable since these are only appointed positions and it is determined by Council and the Mayor. Councilman Allen Moran asked about the committee as referenced to in WV Code 8-4-8. Mayor Billings advised that a committee was formed in a recent meeting and Attorney Stein acts as chair to the committee and Council acts as the committee members. Final call for approval passed

8-1 with Moran casting a no vote. Attorney Stein stated he would continue to research the Charter for inconsistencies or out of date items. Mr. Doeffinger asked for Mr. Stein to also look into making

some amendments to the signage ordinance.

Attorney Stein asked for a motion to approve the 2nd reading for a **stop sign at the intersection of Jefferson Avenue and 23rd Street** which would make this a four way stop. Mr. Rulen made the first and Ms. Hartley added the second and the motion carried.

Stein asked for a motion to approve the 3rd and final reading of **Ordinance 935.01** which pertains to the sewer rate increase. He reminded them that due to some timing technicalities required by the Public Service Commission (PSC), we needed to go through the motions again and pass the same ordinance that previous Council approved. Councilman Doeffinger made a motion to approve the 3rd reading of Ordinance 935.01 and Councilwoman Hartley added a second. The motion passed unanimously 8-0. (Councilman Tawney stepped out of Council Chambers).

Councilman Doeffinger asked for a briefing on the Yeager and Franklin properties. Attorney Stein advised that the next phase of paper work has been prepared and would be sent to Mr. Yeager. The Franklin property is currently in the hands of insurance attorneys. They are examining receipts and trying to come to an agreement for a settlement with all parties involved. Mr. Rulen asked about distressed property located on 10th Street that had previously burned. Mayor Billings added that the home should be demolished soon, it is in the hands of the attorney and insurance company. Mr. Doeffinger asked about the Toles property, and Billings advised that it had been mowed and cleaned up and a bill sent to the owner.

ACCOUNTANT

CITY CLERK

City Clerk Amber Tatterson asked for a motion to approve the 2nd reading for an **ordinance to approve replacement pages of the Codified Ordinance books,** which are for amendments and enactments made from 2009 through the beginning of 2012. Mr. Rulen made a motion and Ms. Smith added a second and the motion passed 9-0.

Tatterson then asked Council for **approval of the Walter Drane Company contract** agreement for the replacement pages. Keith Sargent made the first motion and Councilwoman Smith added the second. The motion passed unanimously.

Tatterson announced that the annual **Mothman Festival** was being held this weekend, September 14th through the 16th and that brochures

listing all events was available for Council members.

The Clerk then informed Council that the **October meeting** needed to be changed to Tuesday October 9th rather than being held that Monday, this is due Columbus Day. Councilman Simpkins made the first motion and Elaine Hunt followed with a second. The motion passed 9-0.

Tatterson informed Council that the **Halloween Block Party** is being held on Thursday October 25th from 6 p.m. to 8 p.m. and that **Trick or Treat** needs to be established with a date and time. She stated that in the past, trick or treat was held the same evening as the block party but some cities hold theirs the last Saturday in October. After much discussion, a motion was made by Linda Smith to hold trick or treat the same evening as the block party and the time would be 5:30 p.m. to 6:30 p.m. Councilman Doug Tawney added a second and the motion passed unanimously.

Clerk Tatterson told Council that the **Battle Days** Committee has submitted a letter asking the City for an **annual donation** of $1,500. Tatterson explained that this is a donation that has taken place for numerous years and it is included in the annual budget. Mr. Simpkins made the motion and Ms. Hunt added the second and the motion carried.

Tatterson then discussed a **resolution provided by Suddenlink** which indicated they are entering a purchase agreement with Nespresso. This is merely a name change from Cebridge to Nespresso and does not affect any other aspects of their service. Councilman Sargent made a motion to approve the resolution and Mr. Simpkins added the second and the motion passed 9-0. Tatterson mentioned that the City has a franchise agreement with Suddenlink, which generates over $15,000 per quarter in revenues.

Tatterson concluded by updating Council on the FEMA assistance from the June storm. She stated that if all the paperwork is approved, the City could be awarded around $60,000 in reimbursements.

MAYOR

Mayor Brian Billings told Council that **Neal Road** is in need of paving to address much needed road repairs. He provided Council with a drawling that indicated the area he would like to pave. He asked for a motion to allow the City to seek paving bids and Rick Simpkins made the first, while Councilwoman Janet Hartley followed with a second. Councilman Rulen asked if funds were available for the paving and Mayor Billings advised that the money would be paid out of the Coal Severance fund which has a balance of $68,000. Rulen then stated that he would like for Mt. Vernon to be considered for paving. Mr. Sargent agreed with Rulen and added that other areas need attention that service more citizens. Ms. Elaine Hunt stated that Neal Road has been

on a paving list for quite some time and it has been pushed aside. Final call passed 7-2 with Sargent and Moran casting no votes. Mr. Doeffinger and Rulen stated that Mt. Vernon needs to be considered soon and discussed how to do pave this area properly.

Mayor Billings advised that Jane Martin's term has expired on the **Housing Authority board and Bernie Riddle** has been recommended as her replacement. Billings asked for a motion to appoint Mr. Riddle and a motion was made by Mr. Simpkins and seconded by Ms. Smith. The motion passed 9-0.

Billings said that there is a vacancy on the **Historic Landmark Commission** with the passing of Charles Rhodes. He recommended appointing Jack Coles and a motion was made by Bob Doeffinger and seconded by Ms. Hunt. The motion passed 9-0.

Mayor Billings then discussed bids received for **pipeline inspections of the floodwall system.** Two bids were received, one from Pipeline and Drainage Consultants for $16,080 and the other from Hydromax USA for $29,748. Billings explained that if FEMA does not require the toe

drains, then it would reduce each of the bids. A motion was made by Keith Sargent to accept the low bid from Pipeline and Drainage Consultants and a second was made by Mr. Simpkins. Councilman Rulen asked about the supplies and services and Mayor Billings advised that Street Commissioner Willie Call has reviewed and approved the bid. Mr. Doeffinger stated that there are still a few residents that are not in compliance with the 12 foot right of way along the floodwall. The Mayor stated that notices were sent and they may have to deal with higher authorities. Final call to approve the low bid passed 9-0.
The Mayor reminded Council about the federal mandate that requires all City radios to be converted or replaced with **narrow banded radios** by January 2013. Two bids were received, one from Lloyds Electronic for $5,702 and the other from B&C for $5,755. A motion was made by Councilman Sargent and seconded by Mr. Tawney to accept the low bid from Lloyds Electronics. Mr. Rulen stated that he understood the County and municipalities will be making this change and he thought perhaps a discount could be given if all were done together. Mayor Billings indicated that it likely depended on each entity's equipment. Final call to approve the low bid passed 9-0.

**** At 8:36 p.m. Mayor Billings asked to entertain a motion to go into executive session to discuss personnel issues in the street department and police department. Ms. Smith made the motion and Ms. Hartley added the second motion, which passed.**

**** At 8:50 p.m. Ms. Smith made a motion to come out of executive session and Councilwoman Hartley added the second, and the motion passed 9-0.**

The Mayor concluded discussing the need of a **municipal judge** for the City. In his position as Mayor, he serves as the judge but in the past they have appointed an attorney to hear municipal issues.

Billings recommended R. Michael Shaw, Jr. to serve as municipal judge and a motion was made by Hartley and seconded by Elaine Hunt. The motion passed unanimously.

Committee Reports

Janet Hartley- Beautification Committee reported that the Point Pleasant Rotary Club still wants to place an informational sign at the Riverfront Park. She said that the committee has asked for a recommendation on a company to design a sign for this purpose. Mayor Billings recommended Jeff Wamsley and his students at the high school. Hartley then spoke about the murals on Main Street buildings needing to be refreshed. She concluded stating that the street sweeper needs to be more utilized more frequently.

Council Concerns

Doug Tawney reported that weeds needed to be cut away from curbs and sidewalks in his ward. He also reported a hole across from the Register office.

Robert Doeffinger asked for weeds along the Bartow Jones Bridge barriers to be cut and also on all city curbs and sidewalks. Mayor Billings advised he would contact the State about the bridge and the other areas would be addressed. Rulen stated that the State needed to also cut weeds along their guard rails that go through the City. Doeffinger asked for shrubs or trees to be planted behind the floodwall along the walking trail. The Mayor indicated that he would submit a letter to the Corps of Engineers to get permission and ask what types of vegetation can be planted.

Allen Moran asked for a bike trail with mileage and signs to be considered somewhere in the City, possibility from Krodel to Tu Endie Wei Park. Smith indicated that grants are available to help with constructing the trails. Rulen said the trail would be a good idea because you are unable to ride bikes behind the floodwall due to the type of trail that is back there. He then said that the floodwall trail really should have a packed type surface. Sargent said that

Feldmans has cheap packing stone. Moran stated that police reports should be published. He complimented on mosquito control, but

recommended that they go into all low lying areas. The Mayor advised that those areas are treated. Moran concluded by stating all storm drains need to be cleaned after a storm passes through because grass is not allowing drainage.

Keith Sargent said some street department employees have spoke with him about confusion about their authority figure and they are unclear on who they report to on a daily basis. He also asked about a part time man not being put to full time. The Mayor advised that the Street Commissioner is their supervisor and that the part time individual was given the opportunity to take a full time position with the water department but declined because he wanted to remain in the street department. Sargent asked for a log on vehicle maintenance that includes information on tires, oil, and cleanliness.

Linda Smith reported that cats are still a problem in her neighborhood.

Bob Rulen asked if any leaks have been addressed at the pool since it has been closed and Mayor Billings indicated that the pool is draining itself and there are still a few issues. Rulen recommended notifying residents about ordinances that pertain to grass prior to next mowing season. Rulen announced a Sanitation meeting would be held on the 13th at 6 p.m. This meeting is to allow members to learn what needs to be addressed in this department.

Rick Simpkins reported a light out on Wakefield and stated that Meadowbrook residents have asked him about paving in that area. Doeffinger recommended getting a map from Burgess & Niple to label and grade all city streets based on street condition.

Mayor Billings read a list of concerns that were submitted by Councilman at Large **Charles Towner** who was absent from the meeting. Towner reported signs that needed replaced or repaired in the area of 28th, 29th, and Chandler. He also reported painting on City streets in the Dick San, Ned San, and Lincoln Avenue areas which were apparently

for a race that was recently held.

Being no other business, Ms. Linda Smith made a motion to adjourn the meeting at 9:21 p.m. Councilman Simpkins added the second and the motion carried.

_____ _____

Amber D. Tatterson, City Clerk Brian L. Billings, Mayor

AFFP
Sewer Rate Ord/Pt Pleasant

Affidavit of Publication

STATE OF WEST VIRGINIA } SS
COUNTY OF MASON }

Charlene Hoeflich, being duly sworn, says:

That she is of the Point Pleasant Register, a daily newspaper of general circulation, printed and published in Point Pleasant, Mason County, West Virginia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

August 24, 2012, August 31, 2012

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Subscribed to and sworn to me this 31st day of August 2012.

Tonya Keebaugh Balser, Mason County, West Virginia

My commission expires: May 17, 2017

00041951 60346458

372-CITY OF POINT PLEASANT
PO 204
400 VIAND STREET
PT PLEASANT, WV 25550

$ 550.22

NOTICE OF PUBLIC HEARING ON
CITY OF POINT PLEASANT SEWER RATE ORDINANCE
A public hearing will be held on Monday, September 10, 2012, at 6:45 p.m., prevailing time, on the following ordinance which was introduced on August 13, 2012. Any person interested may appear before the City Council of the City of Point Pleasant at the City Hall, Point Pleasant, West Virginia, and present any comment or protest thereto. Following which hearing City Council shall take such action as it shall deem proper.
SCHEDULE I
Effective 45 Days from Passage
(a) APPLICABILITY
Applicable within the entire territory served.
(b) AVAILABILITY OF SERVICE
Available for general domestic, commercial and industrial (except for unusual industrial waste) and resale water service.
(c) RATES
First 3,000 gallons used per month $5.90 per 1,000 gallons
All Over 3,000 gallons used per month $5.90 per 1,000 gallons
(1) MINIMUM CHARGE (Customers with metered water supply)
Each customer shall pay a minimum charge of $17.70 per month (Equivalent to 3,000 gallons of water usage).
(2) CSO SURCHARGE
Expires in time.
(3) FLAT RATE CHARGE (Customers with non-metered water supply)
Each customer shall pay a minimum charge of $26.55 per month (Equivalent to 4,500 gallons of water usage).
(d) DELAYED PAYMENT PENALTY
The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.
(e) SEWER SERVICE CONNECTION CHARGE $350.00
The following charges are to be made whenever the utility installs a new tap to serve an applicant:
A tap fee of $100.00 will be charged to all customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding.
A tap fee of $350.00, or actual cost of the connection (solely determined be the utility), will be charged to customers applying for service outside a certificate proceeding before the Commission for each new tap to the system.
(f) RETURNED CHECK CHARGE
A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.
(g) WATER DISCONNECTION/RECONNECT FEES/ADMINISTRATIVE FEES
Water service will not be restored until all past due sewer bills have been paid in full and all accrued penalties plus a disconnection charge of $25.00 have been paid. There shall be a $25.00 reconnection charge paid prior to restoration of water service which has been previously disconnected for any reason.
In the event that Utility staff or agents collect money at the customer's residence in order to stop disconnection, an administrative fee of $25.00 shall be paid in addition to other charges to prevent disconnection.
(h) INCREMENTAL COSTS $5.00 per 1,000 gallons
An amount not to exceed $5.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage. The utility shall establish a nondiscriminatory policy regarding this provision for leak adjustments.
(i) EFT, ACH, CREDIT CARD AND DROP BOX PAYMENTS
A service charge will be imposed on EFT, ACH, Credit Card or Drop Box payments. The amount shall be equal to the actual charges to the Utility from the financial institution for processing payment.
(j) SECURITY DEPOSIT

As of the date of passage, the applicable provisions of West Virginia Code 8-19-12a(a)(2) and PSC Water Rules, Rule 4.2.a.1 shall apply to the Utility. Application of these provisions of statutory language to the Utility produces a security deposit of $76.00 for residential customers.

SCHEDULE II

Effective 45 Days from Passage

(k) SURCHARGE FORMULA TO BE APPLIED IN CASES WHERE SURFACE DRAINAGE IS CONNECTED TO THE UTILITY'S SEWER SYSTEM

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

S = A x R x .0006233 x C

S = The surcharge in dollars.

A = The area under roof and/or the area of any other water collection surface connected to the sanitary sewer, in square feet.

R = The measured monthly rainfall, in inches.

.0006233 = A conversion factor to change inches of rain x square feet of surface to thousands of gallons of water.

C = The Utility's approved rate per thousand gallons of metered water usage.

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

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

SCHEDULE III

Effective 45 Days from Passage

(l) SURCHARGE FORMULA TO BE APPLIED IN THE CASE OF USERS PRODUCING UNUSUAL WASTE

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

Cl = VoVl + BoBl + SoSl

Cl = Charge to unusual users per year.

Vo = Average unit cost of transport and treatment chargeable to volume, in dollars per gallon.

Vl = Volume of wastewater from unusual users in gallons per year.

Bo = Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD) in dollars per pound.

Bl = Weight of BOD from unusual users in pounds per year.

So = Average unit cost of treatment (including sludge treatment) chargeable to total solids in dollars per pound.

Sl = Weight of total solids from unusual users in pounds per year.

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

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

SCHEDULE IV

Effective 45 Days from Passage

(m) APPLICABLE INSIDE AND OUTSIDE OF THE LIMITS OF THE UTILITY

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

SCHEDULE V
Effective 45 Days from Passage
(n) APPLICABILITY
Applicable within the entire territory served.
(o) AVAILABILITY
Available for wastewater and leachate haulers.
(p) RATES
Commodity Charge – Each customer shall pay a commodity charge of $50.00 per 1,000 gallons per load. Load will be the actual capacity of the truck or other transport method delivering wastewater and leachate. Actual capacity shall be determined, or verified solely, by the Utility.
(q) DELAYED PAYMENT PENALTY
The above schedule is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.
(r) RETURNED CHECK CHARGE
A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.
SCHEDULE I
Effective Upon Substantial Project Completion or
Commencement of Project Debt Service
(a) APPLICABILITY
Applicable within the entire territory served.
(b) AVAILABILITY OF SERVICE
Available for general domestic, commercial and industrial (except for unusual industrial waste) and resale water service.
(c) RATES
First 3,000 gallons used per month $9.00 per 1,000 gallons
All Over 3,000 gallons used per month $9.00 per 1,000 gallons
(1) MINIMUM CHARGE (Customers with metered water supply)
Each customer shall pay a minimum charge of $27.00 per month (Equivalent to 3,000 gallons of water usage).
(2) FLAT RATE CHARGE (Customers with non-metered water supply)
Each customer shall pay a minimum charge of $40.50 per month (Equivalent to 4,500 gallons of water usage).
(d) DELAYED PAYMENT PENALTY
The above schedule is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.
(e) SEWER SERVICE CONNECTION CHARGE $350.00
The following charges are to be made whenever the utility installs a new tap to serve an applicant:
A tap fee of $100.00 will be charged to all customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding.
A tap fee of $350.00, or actual cost of the connection (solely determined be the utility), will be charged to customers applying for service outside a certificate proceeding before the Commission for each new tap to the system.
(f) RETURNED CHECK CHARGE
A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.
(g) WATER DISCONNECTION/RECONNECT FEES/ADMINISTRATIVE FEES
Water service will not be restored until all past due sewer bills have been paid in full and all accrued penalties plus a disconnection charge of $25.00 have been paid. There shall be a $25.00 reconnection charge paid prior to restoration of water service which has been previously disconnected for any reason.
In the event that Utility staff or agents collect money at the customer's residence in order to stop disconnection, an administrative fee of $25.00 shall be paid in addition to other charges to prevent disconnection.
(h) INCREMENTAL COSTS $5.00 per 1,000 gallons
An amount not to exceed $5.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage. The utility shall establish a nondiscriminatory policy regarding this provision for leak adjustments.
(i) EFT, ACH, CREDIT CARD AND DROP BOX PAYMENTS
A service charge will be imposed on EFT, ACH, Credit Card or Drop Box payments. The amount shall be equal to the actual charges to the Utility from the financial institution for processing payment.
(j) SECURITY DEPOSIT
As of the date of passage, the applicable provisions of West Virginia Code 8-19-12a

(a)(2) and PSC Water Rules, Rule 4.2.a.1 shall apply to the Utility. Application of these provisions of statutory language to the Utility produces a security deposit of $76.00 for residential customers.

SCHEDULE II

Effective Upon Substantial Project Completion or
Commencement of Project Debt Service

(k) SURCHARGE FORMULA TO BE APPLIED IN CASES WHERE SURFACE DRAINAGE IS CONNECTED TO THE UTILITY'S SEWER SYSTEM

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

S = A x R x .0006233 x C

S = The surcharge in dollars.

A = The area under roof and/or the area of any other water collection surface connected to the sanitary sewer, in square feet.

R = The measured monthly rainfall, in inches.

.0006233 = A conversion factor to change inches of rain x square feet of surface to thousands of gallons of water.

C = The Utility's approved rate per thousand gallons of metered water usage.

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

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

SCHEDULE III

Effective Upon Substantial Project Completion or
Commencement of Project Debt Service

(l) SURCHARGE FORMULA TO BE APPLIED IN THE CASE OF USERS PRODUCING UNUSUAL WASTE

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

Cl = VoVl + BoBl + SoSl

Cl = Charge to unusual users per year.

Vo = Average unit cost of transport and treatment chargeable to volume, in dollars per gallon.

Vl = Volume of wastewater from unusual users in gallons per year.

Bo = Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD) in dollars per pound.

Bl = Weight of BOD from unusual users in pounds per year.

So = Average unit cost of treatment (including sludge treatment) chargeable to total solids in dollars per pound.

Sl = Weight of total solids from unusual users in pounds per year.

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

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

SCHEDULE IV

Effective Upon Substantial Project Completion or
Commencement of Project Debt Service

(m) APPLICABLE INSIDE AND OUTSIDE OF THE LIMITS OF THE UTILITY

Where the amount of sanitary sewage discharged into the Utility's wastewater collection and/or transmission and/or treatment system by certain industrial plant or plants cannot be accurately determined by the use of the plant's water meter or meters, and said plant cannot install a flow meter to measure such waste, a special formula will be used whereby such plant or plants will pay to the Utility a sewer

charge calculated at fifty (50) gallons of water per each employee at the plant each working day.

SCHEDULE V

Effective Upon Substantial Project Completion or Commencement of Project Debt Service

(n) APPLICABILITY

Applicable within the entire territory served.

(o) AVAILABILITY

Available for wastewater and leachate haulers.

(p) RATES

Commodity Charge – Each customer shall pay a commodity charge of $50.00 per 1,000 gallons per load. Load will be the actual capacity of the truck or other transport method delivering wastewater and leachate. Actual capacity shall be determined, or verified solely, by the Utility.

(q) DELAYED PAYMENT PENALTY

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

(r) RETURNED CHECK CHARGE

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

CERTIFICATION AND NOTICE

I hereby certify that the foregoing is a true and accurate copy of an Ordinance which has been introduced and adopted on first reading at a meeting of the City Council of the City of Point Pleasant held August 13, 2012, pursuant to proper notice, at which meeting a quorum was present and acting throughout. Any person interested may appear before the City Council of the City of Point Pleasant at the City Hall, Point Pleasant, West Virginia, on Monday, September 10, 2012, at 6:45 p.m., being the date, time and place of the proposed final adoption of this Ordinance, and be heard. The City Council will then take such action as it shall deem proper. The proposed ordinance may be inspected by the public at the Office of the Clerk in the City Hall, Point Pleasant, West Virginia during regular office hours.

/s/ Amber Tatterson

Clerk

8/24 8/31

NOTARIAL SEAL STATE OF OHIO

TONYA KEEBAUGH BALSER
NOTARY PUBLIC

STATE OF OHIO

My Comm. Expires May 17, 2017

AFFP
Pt Pleasant Sewerage/Steptoe&J

Affidavit of Publication

STATE OF WEST VIRGINIA } SS
COUNTY OF MASON }

Charlene Hoeflich, being duly sworn, says:

That she is of the Point Pleasant Register, a daily newspaper of general circulation, printed and published in Point Pleasant, Mason County, West Virginia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

September 18, 2012, September 25, 2012

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Subscribed to and sworn to me this 25th day of September 2012.

, Tonya Keebaugh Balser, Mason County, West Virginia

My commission expires: May 17, 2017

00043197 60354857

372-STEPTOE & JOHNSON
PO Box 1588
Charleston, , WV 25326-1588

$ 138.64

PUBLIC NOTICE OF SEWERAGE RATES OF
THE CITY OF POINT PLEASANT

NOTICE is hereby given that the CITY OF POINT PLEASANT (the "City") enacted an ordinance on September 10, 2012 containing increased rates and charges for furnishing sewerage service to 2,203 customers at Point Pleasant and vicinity, in Mason County, West Virginia.

Certain of the proposed increased rates and charges will become effective 45 days from the date the ordinance was adopted, unless otherwise ordered by the Public Service Commission, and will produce approximately $173,353 annually in additional revenue, an increase of 27.7%. The average monthly bill for the various classes of customers will be changed follows:

Effective 45 Days from Passage
Proposed
Rates Present
Rates ($) Increase (%) Increase
RESIDENTIAL
3,000 Gallons (Minimum Bill) $17.70 $13.86 $3.84 27.7%
3,401 Gallons (Class Average) $20.07 $15.71 $4.36 27.7%
4,000 Gallons $23.60 $18.48 $5.12 27.7%
4,500 Gallons $26.55 $20.79 $5.76 27.7%
10,000 Gallons $59.00 $46.20 $12.80 27.7%
Proposed
Rates Present
Rates ($) Increase (%) Increase
COMMERCIAL
3,000 Gallons (Minimum Bill) $17.70 $13.86 $3.84 27.7%
4,000 Gallons $23.60 $18.48 $5.12 27.7%
4,500 Gallons $26.55 $20.79 $5.76 27.7%
10,000 Gallons $59.00 $46.20 $12.80 27.7%
10,381 Gallons (Class Average) $61.25 $47.96 $13.29 27.7%
Proposed
Rates Present
Rates ($) Increase (%) Increase
PUBLIC AUTHORITY
3,000 Gallons (Minimum Bill) $17.70 $13.86 $3.74 27.7%
4,000 Gallons $23.60 $18.48 $5.12 27.7%
4,500 Gallons $26.55 $20.79 $5.76 27.7%
10,000 Gallons $59.00 $46.20 $12.80 27.7%
24,221 Gallons (Class Average) $142.90 $111.90 $31.00 27.7%

Additionally, certain of the proposed increased rates and charges will become effective upon substantial completion of a project or commencement of project debt service, unless otherwise ordered by the Public Service Commission, and will produce approximately $419,839 annually in additional revenue, an increase of 52.5%. The average monthly bill for the various classes of customers will be changed follows:

Effective Upon Substantial Completion of Project or
Commencement of Project Debt Service
Proposed
Rates Present
Rates ($) Increase (%) Increase
RESIDENTIAL
3,000 Gallons (Minimum Bill) $27.00 $17.70 $9.30 52.5%
3,401 Gallons (Class Average) $30.61 $20.07 $10.54 52.5%
4,000 Gallons $36.00 $23.60 $12.40 52.5%
4,500 Gallons $40.50 $26.55 $13.95 52.5%
10,000 Gallons $90.00 $59.00 $31.00 52.5%
Proposed
Rates Present
Rates ($) Increase (%) Increase
COMMERCIAL
3,000 Gallons (Minimum Bill) $27.00 $17.70 $9.30 52.5%
4,000 Gallons $36.00 $23.60 $12.40 52.5%
4,500 Gallons $40.50 $26.55 $13.95 52.5%

10,000 Gallons $90.00 $59.00 $31.00 52.5%
10,381 Gallons (Class Average) $93.43 $61.25 $32.18 52.5%
Proposed
Rates Present
Rates ($) Increase (%) Increase
PUBLIC AUTHORITY
3,000 Gallons (Minimum Bill) $27.00 $17.70 $9.30 52.5%
4,000 Gallons $36.00 $23.60 $12.40 52.5%
4,500 Gallons $40.50 $26.55 $13.95 52.5%
10,000 Gallons $90.00 $59.00 $31.00 52.5%
24,221 Gallons (Class Average) $217.99 $142.90 $75.09 52.5%
The City has no resale customers.
The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing. The Public Service Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates and charges by:
(1) Any customer aggrieved by the changed rates or charges who presents to the Public Service Commission a petition signed by not less than twenty-five percent (25%) of the customers served by the City's sewerage system; or
(2) Any customer who is served by the City's sewerage system and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Public Service Commission a petition alleging discrimination between customers within and without the City's boundaries. Said petition shall be accompanied by evidence of discrimination; or
(3) Any customer or group of customers who are affected by said change in rates who reside within the City's boundaries and who present a petition to the Public Service Commission alleging discrimination between said customer or group of customers and other customers of the City's sewerage system. Said petition shall be accompanied by evidence of discrimination.
All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, Post Office Box 812, Charleston, West Virginia 25323.
A complete copy of the proposed rates, as well as a representative of the utility to provide any information requested concerning it, is available to all customers, prospective customers, or their agents at the Clerk's Office at the City Hall, Point Pleasant, West Virginia.
A copy of the proposed rates is available for public inspection at the Office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, Post Office Box 812, Charleston, West Virginia 25323.
/s/ Amber Tatterson
City Clerk
9/18 9/25

NOTARIAL SEAL
STATE OF OHIO
TONYA KEEBAUGH BALSER
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires May 17, 2017

CODIFIED ORDINANCES OF POINT PLEASANT

PART NINE - STREETS, UTILITIES AND PUBLIC SERVICES CODE

CHAPTER ONE - Street and Sidewalk Areas
Art. 905. Street Trees.
Art. 909. Sidewalks.

CHAPTER THREE - Utilities
Art. 931. Sewer Regulations.
Art. 935. Sewer Fees and Charges.
Art. 939. Water Regulations and Charges.

CHAPTER FIVE - Other Public Services
Art. 953. Garbage and Trash Disposal.
Art. 957. Floodwall Regulations and Fees.
Art. 961. Krodel Park.

1989 Replacement

CODIFIED ORDINANCES OF POINT PLEASANT

PART NINE - STREETS, UTILITIES AND PUBLIC SERVICES CODE

CHAPTER ONE - Street and Sidewalk Areas
Art. 905. Street Trees.

ARTICLE 905
Street Trees

905.01 Definitions.
905.02 Street Tree Director.
905.03 Powers and duties of the Street Tree Director.
905.04 Master Street Tree Plan adopted.
905.05 Permit required; granting relief.
905.06 Tree and shrub regulations.
905.07 Procedure upon order to preserve or remove trees.
905.08 Residential and apartment house subdivisions; regulations.
905.09 Regulations for persons engaged in the handling and care of street trees.
905.99 Penalty.

CROSS REFERENCES
Authority to regulate - see W. Va. Code 8-12-5(29)
Destruction of property - see GEN. OFF. 533.05

905.01 DEFINITIONS.
For the purposes of this article, the following terms, phrases, words and their

derivations shall have the meanings herein given.

(a) "Shall" is always mandatory and not merely directory.

(b) "City" means the City of Point Pleasant, West Virginia.

(c) "Street Tree Director" means the person authorized to exercise the powers granted to him by this article.

(d) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.

(e) "Tree" or "street tree" includes any tree or other plant in a public place or on private property as indicated by subsequent provisions of this article.

(f) "Public Place" means any public street, public highway, public park or any property owned or held by the City within the boundaries of the City.

(g) "Arboriculture management" or "preservation" means the treating, spraying, pruning and any other care or work intended for the preservation of trees and the removal and prevention of tree pests, blights and diseases of any and all kinds.

(h) When not inconsistent with the context, words of the masculine gender shall include the feminine and words of the feminine gender shall include the masculine; words used in the plural number shall include the singular number and words used in the singular number shall include the plural number; words used in the future tense shall include the present and words in the present tense shall include the future. (11-10-80)

905.02 STREET TREE DIRECTOR.

The Street Commissioner shall by virtue of his office be the Street Tree Director. (11-10-80)

905.03 POWERS AND DUTIES OF THE STREET TREE DIRECTOR.

(a) General Authority. The Street Tree Director is hereby given complete authority, control and supervision of all trees which now or which may hereafter exist upon any public place in this City and over all trees which exist upon any private property in this City when such trees are in such a condition as to affect adversely the public health, safety and welfare.

(b) Specific Powers and Duties.

(1) Preservation and removal of trees on public property. The Director shall have the right and duty to prune, preserve or remove any tree or other plant existing upon any public place when such tree, or part thereof, is so infected with any injury, fungus, insect or other plant disease or when such tree, or part thereof, constitutes an interference with travel. Such Director is further authorized to take such measures with regard to such trees or plants as he deems necessary to preserve the function and to preserve or enhance the beauty of such public place.

(2) Order to preserve or remove trees on private property. The Director shall have the authority and duty to order the pruning, preservation or removal of trees or plants upon private property when such trees constitute a public nuisance or when he shall find such action necessary to preserve the public health, safety and welfare.

A. Any dead, dangerous or diseased tree, insofar as it affects the public health, comfort, safety and welfare is hereby declared a public nuisance dangerous to life and limb. For the purposes of this article, a dead tree is any tree with respect thereto the Director or his

designated agent has determined that no part thereof is living; a dangerous tree is any tree, or part thereof, living or dead, which the Director or his designated agent finds is in such condition and is so located as to constitute a danger to persons or property on public space in the vicinity of the tree; a diseased tree shall be any tree on private property in such condition of infection from a major pathogenic disease as to constitute, in the opinion of the Director or his designated agent, a threat to the health of any other tree.

B. Specific species as a public nuisance. Any trees, such as Silver Maple, Honey Locust, Poplar, Basswood, Box Elder, Catalpa or Willow, whose roots penetrate through or under the surface of any public place in the City is hereby declared to be a public nuisance.

C. Obstructions as a public nuisance. Any hedge, tree, shrub or other growth situated at the intersection of two or more streets, alleys or driveways in the City is hereby declared to be a public nuisance to the extent that such hedge, tree, shrub or other growth obstructs the view of the operator of any motor vehicle with regard to other vehicles or pedestrians approaching or crossing the intersection.

(3) Authority of Street Tree Director to enter on private premises. The Director or any designated member of his staff shall have the authority to enter upon private premises at any and all reasonable times to examine any tree or shrub located upon or over such premises and to carry out the provisions of this article.

(4) Desirable and undesirable plant lists. The Director shall prepare lists of trees undesirable for planting in public places in the City, so as to insure the public safety and welfare. These shall not be recommended for general planting and their use, if any, shall be restricted to special locations where, because of certain characteristics of adaptability or landscape effect, they can be used to advantage. The Director shall prepare lists of trees desirable for planting in public spaces. Other species and varieties may be added or deleted as experience proves their value. The selection of shrub species for planting in public places shall follow the recommendations of the Director.

(5) Tree surveys. Such Director shall have the authority and duty to conduct tree surveys and keep updated the Master Street Tree Plan for all trees in or upon all public streets, avenues, highways, parks and other public places which, in his opinion, shall effectuate the provisions of this article.

(6) Issuance of permits. The Director is given full authority and control in connection with the issuance of permits hereinafter provided for.

(7) Issuance of conditional permits. The Director shall have the authority to affix reasonable conditions to the grant of a permit issued in accordance with Section 905.05.

(8) Delegation of duties and authority. In the exercise of all or any of the powers herein granted, the Director shall have the authority to delegate all or part of his powers and duties with respect to supervision and control to his subordinates and assistants in the employ of the City as he may from time to time determine. Such subordinates or assistants may be appointed by the Director as he deems expedient. He may, at any time, remove them from office.

(9) Supervision. The Director or his appointed officer shall have the authority and duty to supervise all work done under a permit issued in accordance with the terms of this article.
(11-10-80)

905.04 MASTER STREET TREE PLAN ADOPTED.

There is hereby adopted for the City a Master Street Tree Plan public document showing varieties of species of all trees to be planted in the public right of way of all streets within the City. Such plan is attached to this article and is hereby incorporated by reference. No person shall hereafter plant, transplant or remove any public tree on or to any street of the City except on a location where it will be in conformation to the Master Street Tree Plan and the species and variety therein designated. (11-10-80)

905.05 PERMIT REQUIRED; GRANTING RELIEF.

(a) General Requirements. No tree shall be planted or removed in or upon any public place without a written permit from the Street Tree Director. Such permit shall designate the type of tree and place where such tree is to be planted or removed. The Director shall have the authority to designate the species and variety of tree to be planted and the required spacing and required minimum planting size.

(b) Application Data. The application for a permit herein required shall state the number, species and variety of trees to be pruned, preserved, removed or planted; the kind of treatment to be administered; and such other information as the Director finds reasonably necessary for a fair determination of whether a permit should be issued hereunder.

(c) Standards For Issuance. The Director shall issue the permit provided for herein when he finds that the desired action or treatment is satisfactory and that the proposed method and workmanship are satisfactory.

(d) Exemptions. No permit shall be required to cultivate or water public trees or shrubs. The Director may authorize any person to do the work or act described in subsection (a) hereof without a written permit whenever he determines that such work or act will not be detrimental to the public interest and will be in accord with the spirit and other requirements of this article.

(e) Conditions For Granting Permit. Such permit, when granted for the planting of any tree to be located on any public place in this City shall designate the number, species and variety of tree to be planted, the required spacing and the required minimum planting size as specified by the Director. (11-10-80)

905.06 TREE AND SHRUB REGULATIONS.

(a) Injury to Trees and Shrubs Prohibited. No person shall, without the consent of the owner in the case of a private tree or shrub, or without the written permit from the Street Tree Director in the case of a public tree or shrub, do, or cause to be done by others, any of the following acts:

(1) Secure, fasten or run any rope, wire, sign or other device or material to, around or through a tree or shrub.

(2) Break, injure, mutilate, deface, kill or destroy, or permit any fire to burn where it will injure any tree or shrub.

(3) Permit any toxic chemical, gas, smoke, brine, oil or other injurious substance to seep, drain or to be emptied upon or about any tree or shrub.

(4) Excavate any ditch, tunnel or trench or lay any drive within a radius of fifteen feet from any tree or shrub.

(5) Erect, alter, repair or raze any building or structure without placing suitable guards around all nearby trees or shrubs which may be injured or defaced by, or where such injury or defacement may arise out of, in connection with or by reason of such operation. The quality of such guard shall be determined by the Director.

(6) Knowingly permit any unprotected electric service wires to come in prolonged contact with any public tree or shrub.

(7) Remove any guard, stake or other device or material intended for the protection of any public tree or shrub, or close or obstruct any open space about the base of a public tree or shrub designed to permit access of air, water and fertilizer.

(b) Prohibiting Stone or Concrete On Ground Adjacent to Tree Trunk. No person shall place or maintain upon the ground in any public place any stone, concrete, brick or other impervious material or substance in such a manner as may obstruct the free access of air and water to the roots of any tree upon any public place in this City without first having obtained the written permission of the Director.

(c) Moving Trees. All moving of trees upon any public place in this City made necessary by the moving, construction or razing of a building or structure by any other private enterprise shall be done under the supervision of the Director at the expense of the applicant or person seeking the removal of such tree. Such applicant, as one of the conditions of obtaining such permission, shall deposit with the City such sum in cash as the Street Tree Director may determine and specify to cover all the costs of moving and replacement thereof; provided, however, that in lieu of such cash deposit, the Director may, at his discretion, accept a good and sufficient bond in like amount conditioned upon the payment of all the costs of such moving and replacing. (11-10-80)

905.07 PROCEDURE UPON ORDER TO PRESERVE OR REMOVE TREES.

When the Street Tree Director finds it necessary to order the pruning, preservation or removal of trees or plants upon private property as authorized in Section 905.03(b)(2), he shall serve a written order to correct the dangerous condition upon the owner, operator, occupant or other person responsible for its existence.

(a) Method of Service. The order herein shall be served in one of the following ways:

(1) By making personal delivery of the order to the person responsible.

(2) By leaving the order with some person of suitable age and discretion upon the premises.

(3) By affixing a copy of the order to the door at the entrance of the premises in violation.

(4) By mailing a copy of the order to the last known address of the owner of the premises by registered mail.

(5) By publishing a copy of the order in the local paper once a week for three consecutive weeks.

(b) Time for Compliance. The order required herein shall set forth a time limit for compliance, dependent upon the hazard and danger created by the violation. In cases of extreme danger to persons or public property, the Director shall have the authority to require compliance immediately upon service of the order.

(c) Appeal From Order. A person to whom an order hereunder is directed shall have the right, within twenty-four hours of service of such order, to appeal to the Mayor, who shall review such order within ten days and file his decision thereon. Unless the order is revoked or modified, it shall remain in full force and be obeyed by the person to whom it is directed. A person to whom such order is directed shall comply with such order within thirty days after an appeal is determined. When a person to whom an order is directed fails to comply within the specified time period, the Director may take such steps as he finds necessary to remedy the condition.

(d) Special Assessment. If the cost of remedying a condition is not paid within thirty days after receipt of a statement therefor from the Street Tree Director, such cost shall be levied against the property upon which such hazard exists as a special assessment. The levying of such assessment shall not affect the liability of the person to whom the order is directed to fine and imprisonment as provided in Section 905.99. Such special assessment shall be collected with a forfeiture of five percent (5%) and interest for failure to pay at the time fixed by the assessing ordinance.
(11-10-80)

905.08 RESIDENTIAL AND APARTMENT HOUSE SUBDIVISIONS; REGULATIONS.

(a) Street trees shall be planted in all residential and apartment house subdivisions within the City including land abutting any street previously opened as well as those opened for the subdivisions. Installation shall be made under the provisions of the Street Tree Director.

(b) The number, size, species and location of the street trees planted in subdivisions shall be in accordance with regulations of the Director.

(c) The Building Department shall not grant a building permit to a subdivider unless a street tree permit has been issued and a bond has been filed or cash deposited with the Director to insure compliance with this article and regulations adopted hereunder.

(d) The bond or cash deposit shall equal the cost, as determined by the Director of purchasing and planting the required number of street trees.

(e) The subdivider may comply with the street tree regulations or request the Director to let the work on public bid.

(f) If a bond or cash deposit exceeds or is less than an accepted bid, the subdivider, in the case of the bond, may decrease or shall increase the bond, and, in the case of a cash deposit, shall be reimbursed or increase the deposit in the amount of difference.

(g) Street trees shall be planted by the subdivider or contractor within two years from the issuance of a permit. Failure to plant the trees shall be a default and the bond or cash deposit shall be forfeited. Any funds derived from a default shall be expended by the Director to plant the required trees. (11-10-80)

905.09 REGULATIONS FOR PERSONS ENGAGED IN THE HANDLING AND CARE OF STREET TREES.

No person, firm or corporation shall advertise, solicit or contract as a tree expert to improve the condition of fruit, forest, shade or ornamental trees by feeding, fertilizing, trimming, bracing or other methods of improving or protecting trees without first obtaining a permit from the Street Tree Director.

(a) A party interested in obtaining such a permit shall make application to the Director. The Director shall review the qualifications of the applicant and determine whether a permit will be issued.

(b) Such permit shall be a prerequisite to the performance of any work connected with the planting, removing, spraying, pruning, bark tracing and root pruning or any other acts necessary for obtaining such work.

(c) As a condition for obtaining any permit in connection with any of the foregoing work, the applicant shall sign an agreement whereby he will agree to hold the City and the Director harmless from any and all claims of whatsoever nature arising from damage to property, injury to any person, however caused, through the exercise of such permit whether by himself, his agent, servant or employer.

(d) He shall obtain and maintain in full force and effect, covering the performance of the work covered by the permit issued under this article, comprehensive liability insurance. Such policy of insurance shall have a minimum limit of fifty thousand dollars ($50,000) and one hundred thousand dollars ($100,000) for injury to any person and twenty-five thousand dollars ($25,000) for damages to any property. A certificate of such insurance policy shall be placed on file with the Director.

(e) He shall perform the work described above in a professional manner and, in addition, shall comply with the specifications, written and drawn, furnished by the Director. He shall further comply with regulations governing the work to be done as directed upon the permits to cover such work.

(f) A party who fails to obtain such a permit shall be liable for any damage to persons or property which results from a violation of this section, and may be subject to a fine of not more than one hundred dollars ($100.00). The imposition of this penalty shall not affect the liability of the person to the fine as provided in Section 905.99. (11-10-80)

905.99 PENALTY.

Whoever violates any provision of this article shall be fined not to exceed one hundred dollars ($100.00) for each such offense, and each day during which the violation continues shall be a separate offense.
(11-10-80)

ARTICLE 909
Sidewalks

909.01 Property owner to repair or relay sidewalks.
909.02 Repair or relaying of sidewalks by Council.
909.03 Standards for sidewalk replacement on Main Street between the Ferry Landing on the Kanawha River to the Seventh Street intersection.

CROSS REFERENCES
Paving sidewalks - see CHTR. Sec. 38
Power to regulate - see W. Va. Code 8-12-5(1) et seq.
Sidewalk assessments - see W. Va. Code Art. 8-18

909.01 PROPERTY OWNER TO REPAIR OR RELAY SIDEWALKS.

All property owners and the agent of any nonresident owner shall repair any sidewalks abutting upon the property owned by him or in his charge, whenever it becomes in bad repair or whenever the same for any reason is not in conformity with the rules and regulations and specifications adopted or prescribed by Council. In any event, he shall do so within thirty days after receiving notice from Council, the Mayor or the City Inspector requiring him to repair or relay such sidewalk.
(11-7-88)

909.02 REPAIR OR RELAYING OF SIDEWALKS BY COUNCIL.

Council may proceed to repair or relay any such sidewalks or to construct any sidewalks upon any street where the curb has been set, after first giving the property owner or his duly authorized agent thirty days' notice of its intention to do so, and may levy and collect the expenses of such work to the extent thereof, with one percent (1%) interest per month added after a demand of thirty days has been made by the Mayor or City Clerk for the payment thereof. Costs and interest shall be collected in the same manner and shall become a lien on the abutting property the same as taxes.

(11-7-88)

909.03 STANDARDS FOR SIDEWALK REPLACEMENT ON MAIN STREET BETWEEN THE FERRY LANDING ON THE KANAWHA RIVER TO THE SEVENTH STREET INTERSECTION.

Any sidewalk which is to be replaced on Main Street from the Ferry Landing to the intersection of Seventh Street shall be replaced in accordance with standards adopted and used in the replacement of sidewalks on Main Street between Third and Sixth Streets in the 1991 Main Street Streetscape Project. Such standards shall be kept on file in the office of the City Clerk for reference purposes.

(Ord. 10-7-91)

CHAPTER THREE - Utilities

Art. 931. Sewer Regulations.
Art. 935. Sewer Fees and Charges.
Art. 939. Water Regulations and Charges.

ARTICLE 931
Sewer Regulations

931.01 Definitions.
931.02 Use of public sewers required.
931.03 Connection to public sewers.
precedent
931.04 Discharge into public sewers.
931.05 Powers and authority of inspectors.
931.06 Amendments to and to This Article.
931.07 User charge system.
931.99 Penalty.

CROSS REFERENCES

Power to regulate utility systems - see W. Va. Code 8-12-5(32)
Sewer connections - see W. Va. Code 8-18-22
Authority to establish and maintain sewage system - see W.Va. Code Art. 16-13A

931.01 DEFINITIONS.

Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

(1) "Biochemical oxygen demand (BOD)" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at twenty-degrees Centigrade, expressed in milligrams per liter.

(2) "Council" means the Mayor and fellow members, respectively, of the City, as

constituting the governing body of the City.

(3) "Building drain" means that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet (1.5 meters) outside the inner face of the building wall.

1991 Replacement

(4) "Building sewer" means the extension from the building drain to the public sewer or other place of disposal, also called house connection.

(5) "Combined sewer" means a sewer intended to receive both wastewater and storm or surface water.

(6) "Easement" means an acquired legal right for the specific use of land owned by others.

(7) "Floatable oil" means oil, fat or grease in a physical state such that it will separate by gravity from wastewater by treatment in an approved pretreatment facility. A wastewater shall be considered free of floatable fat if it is properly pretreated and the wastewater does not interfere with the collection system.

(8) "Garbage" means the animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods.

(9) "Industrial waste" means the wastewater from industrial processes, trades or businesses as distinct from domestic or sanitary strength wastes.

(10) "Natural outlet" means any outlet, including storm sewers and combined sewer overflows, into a watercourse, pond, ditch, lake or other body of surface or groundwater.

(11) "May" is permissive (see "shall", subsection (20) hereof).

(12) "City" means the City of Point Pleasant.

(13) "Person" means any individual, firm, company, association, society, corporation or group.

(14) "pH" means the logarithm of the reciprocal of the hydrogen-ion concentration. The concentration is the weight of hydrogen-ion, in grams, per liter of solution. Neutral water, for example, has a pH value of 7 and a hydrogen-ion concentration of 10-^{7}.

(15) "Properly shredded garbage" means the wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch (1.27 centimeters) in any dimension.

(16) "Public sewer" means a common sewer controlled by a governmental agency or public utility.

(17) "Sanitary sewer" means a sewer that carries liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface waters that are not admitted intentionally.

(18) "Sewage" means the spent water of a community. The preferred term is "wastewater" (See subsection (26) hereof).

(19) "Sewer" means a pipe or conduit that carries wastewater or drainage water.

(20) "Shall" is mandatory (see "May", subsection (11) hereof).

(21) "Slug" means any discharge of water or wastewater which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen minutes more than five times the average twenty-four hour

concentration of flows during normal operation and shall adversely affect the collection system and/or performance of the wastewater treatment works.

1991 Replacement

(22) "Storm drain" (sometimes termed "storm sewer") means a drain or sewer for conveying water, groundwater or subsurface water of unpolluted water from any source.

(23) "Manager" means the duly appointed representative of the City who is charged with the responsibility of the day-to-day operations of the wastewater facilities or his/her authorized deputy, agent or representative.

(24) "Suspended solids" means total suspended matter that either floats on the surface of, or is in suspension in, water, wastewater or other liquids, and that is removable by laboratory filtering as prescribed in "Standard Methods for the Examination of Water and Wastewater" and referred to as nonfilterable residue.

(25) "Unpolluted water" means water of quality equal to or better than the effluent criteria in effect or water that would not cause violation of receiving water quality standards and would not be benefited by discharge to the sanitary sewers and wastewater treatment facilities provided.

(26) "Wastewater" means the spent water of a community. From the standpoint of source, it may be a combination of the liquid and water-carried, it may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions, together with any groundwater, surface water and stormwater that may be present.

(27) "Wastewater facilities" means the structures, equipment and processes required to collect, carry away and treat domestic and industrial wastes and dispose of the effluent.

(28) "Wastewater treatment works" means an arrangement of devices and structures for treating wastewater, industrial wastes and sludge. Sometimes used as synonymous with "waste treatment plant" or "wastewater treatment plant" or "water pollution control plant."

(29) "Watercourse" means a natural or artificial channel for the passage of water either continuously or intermittently. (Ord. 5-14-90.)

931.02 USE OF PUBLIC SEWERS REQUIRED.

(a) Authority to Establish and Maintain a Sewage System. For state law as to authority of the City to establish and maintain a sewer system and sewage treatment and disposal system and to acquire property necessary therefor see West Virginia Code 16-13A-1 and 8. As to authority of the City to make low cost improvements, including the construction, renewing and preparing of storm, sanitary and combined sewers, see West Virginia Code 16-13A-7. As to authority of the City to levy assessments for sewer improvements, and to regulate sewer

connections, see West Virginia Code 16-13A-9. As to cities, see West Virginia Code 16-13A-1 et seq. As to extraterritorial jurisdiction of the City for purposes of this article, see West Virginia Code 16-13A-8. As to the requirement that this method of drainage and system for excreta disposal conforms to plans, specifications and instructions of the State Department of Health, see West Virginia Code 16-1-9.

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(b) Declaration of Necessity. The use of the sewer system of the City is determined and declared to be essential for the protection and preservation of the public health, comfort, safety, economy and general welfare of the inhabitants of the City and of the area served thereby.

The owner, tenant or occupant of premises which abut on a street, easement or other public way containing a sewer service or which, in the judgment of Council, is located within such a distance thereof that sewer service is reasonably available thereto and upon which premises a building or other inhabitable structure has been or shall be erected for residential, commercial or industrial use, or where persons are employed or congregate or are intended to be employed or congregate, shall be required to connect the building or structure to the sewer system or to such part of the sewer system as may from time to time be extended or become reasonably available, and shall thereafter refrain from using or cease to use any other method in place of the sewer services which are now, or may hereafter become, available; and shall thereafter pay all the charges, rates or fees as herein, or may hereafter be, provided for. All such connections shall be in accordance with the rules and regulations which shall be adopted from time to time by Council and such rules and regulations may provide for reasonable charges, fees or deposits required for making such connections.

For provisions as to the authority of the City to compel owners, etc., of property abutting on or near the street in which a public sewer is laid and upon which any building, etc., is erected, to connect such property to the sewer; see West Virginia Code 16-13A-9.

(c) Application for Sewer Service Required. No person, including public bodies as well as natural persons shall make an initial cut-in or connection with the City sewer system and use that system without first making written application for such connection and service to Council and paying all costs, charges, fees and deposits incident thereto. Such application shall be made on forms prescribed and furnished by Council and shall constitute an agreement by the applicant with the City to abide by all provisions of this article and such applicable rules and regulations of Council in regard to the use of the sewer system. Such application for service by firms, partnerships, associations and corporations shall be submitted only by their duly authorized agent, and the official title of such agent shall be signed to the application.

The application shall grant or cause to be granted to the City, without cost, all rights, easements, permits and privileges which are necessary for the rendering of sewer service. Duly authorized employees of Council shall have access at all reasonable hours to the premises of the applicant for the purpose of installing or removing any of its property, examining pipes or fixtures, or for any purpose incidental to the rendering of sewer service.

(d) Permit for Connection; Tapping Charge. No person, whether property owner, drainlayer or otherwise, shall connect with or tap a City sewer, either directly or indirectly, without first having a permit from Council and having paid the tapping or maintenance charge fixed by law. In all cases, the tapping and maintenance charges for tapping a City sewer shall be as specified from time to time by Council in an appropriate schedule, which shall be maintained on file in the office of the City; and until such a schedule is prescribed by Council pursuant to the foregoing provisions of this section, th

e tapping and maintenance charges for City sewers shall be those in effect immediately prior to the effective date of this section.
(Ord. 5-14-90)

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931.03 CONNECTION TO PUBLIC SEWERS.

(a) Tapping or Opening Sewer Without Permit. No person shall cut, break, pierce or tap any public sewer or appurtenances thereof, or introduce any tube, pipe, trough or conduit into any public sewer or appurtenance thereof without a written permit from Council.

(b) Sewer Taps Only by Authorized Persons. No person, except those persons duly employed or authorized by the City or by Council for such purpose, shall tap the City's sewer mains.

(c) Sewer Tap Construction.

(1) All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner(s). The owner(s) shall indemnify the City from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

(2) A separate and independent building sewer shall be provided for every building; except where one building stands at the rear of another or an interior lot and no private sewer is available or can be constructed to the rear building through an adjoining alley, court, yard or driveway, the front building may be extended to the rear building and the whole considered as one building sewer, but the City does not and will not assume any obligation or responsibility for damage caused by or resulting from any such single connection aforementioned.

(3) Old building sewers may be used in connection with new buildings only when they are found, on examination and test by the Manager, to meet all requirements of this article.

(4) The size, slope, alignment, materials of construction of a building sewer and the methods to be used in excavating, placing of the pipe, jointing, testing and backfilling the trench, shall all conform to the requirements of the Building and Plumbing Code or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the material and procedures set forth in appropriate specifications of the ASTM and WPCF Manual of Practice No. 9 shall apply.

Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.

(5) No person(s) shall make connection of roof downspouts, foundation drains, areaway drains or other sources of surface runoff or groundwater to a building sewer or building drain which in turn is connected directly or indirectly to a public sanitary sewer unless such connection is approved by the Manager for purposes of disposal of polluted surface

drainage.

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(6) The connection of the building sewer into the public sewer shall conform to the requirements of the building and Plumbing Code or other applicable rules and regulations of the City or the procedures set forth in appropriate specifications of the ASTM and the WPCF Manual of Practice No. 9. All such connections shall be made gastight and watertight and verified by proper testing. Any deviation from the prescribed procedures and materials shall be approved by the Manager before installation.

(7) The applicant for the building sewer permit shall notify the Manager when the building sewer is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the Manager or his representative.

(8) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways and other public property disturbed in the course of the work shall be restored in a manner satisfactory to the City.

(d) Approval of Connections by City Inspector. No sewer service shall be connected until the plumbing and connections incident thereto have been inspected and approved by an inspector of Council.

No sewer service line shall be connected to the sanitary sewer system if that service line will contain flows other than sanitary wastewater. Roof drains, yard and area drains, footer drains or any line other than that which serves a sanitary plumbing system is prohibited from connection to the City system.

(e) Unauthorized Connections Prohibited. No person shall connect to or turn on any sewer service, or cut-in, interconnect, tap or make any alteration to any main or distribution or collection pipe of the City's sewer system or permit any connection or tapping to be made to the sewer system on his premises or the premises occupied by him, or knowingly use the sewer service from connections in violation of any of the provisions of this article or any rules or regulations adopted by Council with respect thereto.

Roof drains, yard and area drains, footer drains or any line carrying flow other than exclusively sanitary wastewater is prohibited from connection to the sanitary sewer system.

(f) Establishment of Schedule of Rates and Charges; Use of Water Meters. For the payment of the proper and reasonable expense of operation, repair, replacements, improvements, additions, betterments, extensions and maintenance of the sewer system and for the payment of the sums required to pay the principal and interest of all sewer revenue bonds as they become due, Council shall enact and may from time to time amend a schedule of just and equitable rates or charges for the use of and service rendered by the municipal sewer system and works of the City, which schedule of rates or charges shall be based upon the metered amount of water supplied the premises; and each schedule shall be maintained on file in the office of the City

while it is in effect.

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Until such time as Council adopts a schedule of rates or charges pursuant to the foregoing provisions of this section, the rates and charges in effect immediately prior to the effective date of this article shall continue in full force and effect.

(g) Established Rates Applicable to Premises Subsequently Served. The rates or charges so established for any class of users or property served shall be extended to cover any additional premises hereafter served which fall within the same class, without the necessity of any hearing or notice.

(h) City Subject to Established Rates or Charges. The City shall be subject to the established charges and rates, or to charges and rates established in harmony therewith, for services rendered the City and shall pay such rates or charges when due from corporate funds, which shall be deemed to be a part of the revenues of the sewage system and works and be applied as provided for the application of such revenues.

(i) Authority Vested in Council for Billing and Collection. All rates or charges provided for by this article shall be billed and collected monthly by Council or by persons or agencies authorized by Council. All bills shall be considered due and payable on or before the tenth day following the date rendered.

(j) Lien for Enforcement of Collection of Billed Rates or Charges. All such rates or charges, if not paid when due, shall be a lien upon the premises served by such system or works, and if such rates or charges are not paid within thirty days after they become due, then the amount thereof, together with a penalty of ten percent (10%) and a reasonable attorney's fee, may be recovered by Council in a civil action in the name of the City. In connection with such action, such lien may be foreclosed against such lot, parcel of land or building, in accordance with the laws relating thereto.

(k) Industrial Use of Sewers. Where the character of sewage from any manufacturing or industrial plant, building or premises is such that it imposes a burden upon the sewer system in addition to the burden imposed by the average sewage entering the sewer system, such additional charge shall be made therefor as Council deems to be fair and equitable to meet the additional cost of collection, treatment and disposal of such sewage; and Council may, if it deems advisable to do so, compel the owner, tenant or occupant of such manufacturing or industrial plant, building or premises to treat the sewage in such manner as shall be specified by Council before discharging into the sewer system.

(l) Duration of Liability for Sewer Service. Liability for service shall begin as to all users on the date of connection to the sewer system; and such liability shall continue thereafter unless such premises are disconnected from the sewer system with the approval of Council. After such liability begins, no allowance shall be made for vacant houses unless a request in writing to have the sewer system shut off is received by Council, nor will any allowance be made for any shut-off period which is less than thirty days.

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(m) User's Responsibility to Keep Sewer Clean. The owner, tenant or occupant of the property shall be continuously responsible for maintaining and keeping the sewer pipe leading to and between the plumbing system of his premises to the City's connecting sewer clean and free from obstruction, and shall not cause, suffer or permit any article or thing, liquid as well as solid, to be introduced into the pipe which causes a stoppage thereof. In the event of any such obstruction or stoppage, Council shall have the right to cut off the water connection, which shall not be reconnected until the sewer pipe is cleaned and maintained properly; and in the further event of the failure of the user to remedy such obstruction or stoppage, the City shall have the right to enter upon the premises and make necessary repairs, the cost and expenses of which shall be included as part of the charges against such premises.

(n) Leaks. No allowance or adjustment of any sewer bill shall be made for water leaks of any nature occurring on the user's side of the meter if the water so leaked enters the sewer.

(o) City Not Liable for Damage. Neither the City nor Council shall be liable for any damage resulting from the bursting of any sewer main, service pipe or valve, or from discontinuing the operation of its sewer collection, treatment and disposal facilities, for repairs, extensions or connections, or from the accidental failure of the sewage collection, treatment and disposal facilities from any cause whatsoever. In cases of emergency, Council shall have the right to restrict the use of its sewage collection, treatment and disposal facilities in any reasonable manner for the protection of the City and its sewer system.

(p) Tampering with Sewer Appurtenances. No person shall turn, lift, remove, raise or tamper with any cover or any manhole, basin, inlet or other appurtenance of any public storm sewer without a written permit from the City, or of any combined sewer or sanitary sewer without a written permit from Council.

(q) Entering Sewer. No person, other than one employed by the City while on duty, shall enter any public sanitary and/or storm sewer or appurtenance thereof without a written permit from the City, or shall enter any public combined sewer or sanitary sewer without a written permit from Council.

(r) Injury to Sewer. No person shall break or damage any public sewer or appurtenance or part thereof.
(Ord. 5-14-90)

931.04 DISCHARGE INTO PUBLIC SEWERS.

(a) Unpolluted Discharge. No person shall discharge or cause to be discharged any unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water to any sewer, except stormwater runoff from limited areas, which stormwater may be polluted at times, may be discharged to the sanitary sewer by permission of the Manager and the necessary permit obtained.

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(b) Stormwater. Stormwater other than that exempted under subsection (a) hereof and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or to a natural outlet approved by the Manager and other regulatory agencies. Unpolluted industrial cooling water or process waters may be discharged on approval of the Manager to a storm sewer, combined sewer or natural outlet.

(c) Flammable, Explosive or Hazardous Substances and Foreign Matter. No person shall discharge or cause to be discharged any of the following described water or wastes to any public sewer:

(1) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

(2) Any water containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any waste treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the wastewater treatment plant.

(3) Any waters or wastes having a pH lower or higher than that normally encountered in the system, or having any other corrosive property capable of causing damage or hazard to structures, equipment/operation and personnel of the wastewater works without a permit to do so.

(4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the wastewater facilities such as, but not limited to, ashes, bones, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc. either whole or ground by garbage grinders.

(d) Toxic Substances. The following described substances, materials, waters or waste shall be limited in discharges to municipal systems to concentrations or quantities which will not harm either the sewers, wastewater treatment process or equipment, will not have an adverse effect on the receiving stream, or will not otherwise endanger lives, limb, public property or constitute a nuisance. The Manager may set limitations lower than the limitations established in the regulations if in his opinion such more severe limitations are necessary to meet the above objectives. In forming his opinion as to the acceptability, the Manager shall give consideration to such factors as the quantity of subject waste in relation to flows and velocities in the sewers, materials of construction of the sewers, the wastewater treatment plant, degree of treatability of the waste in the wastewater treatment plant and other pertinent factors. The limitations or restrictions on materials or characteristics of waste or wastewater discharged to the sanitary sewer which shall not be violated without approval of the Manager are as follows:

(1) Wastewater having a temperature higher than 150 degrees Fahrenheit (sixty-five degrees Celsius).

(2) Wastewater containing more than twenty-five milligrams per liter of petroleum oils, nonbiodegradable cutting oils or products of mineral oil origin.

(3) Wastewater from industrial plants containing floatable oils, fat or grease.

(4) Any garbage that has not been properly shredded (see Section 931.01(15)). Garbage grinders may be connected to sanitary sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.

(5) Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances to such degree that any material received in the composite wastewater at the wastewater treatment works exceeds the limits established by the Manager for such materials.

(6) Any waters or wastes containing odor-producing substances exceeding limits which may be established by the Manager.

(7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Manager in compliance with applicable state or federal regulations.

(8) Quantities of flow, concentrations or both, which constitute a "slug" as defined herein.

(9) Waters or wastes containing substances which are not amenable to treatment or reduction by the wastewater treatment processes employed, or are amenable to treatment only to such degree that the wastewater treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

(10) Any water or wastes which, by interaction with other water or wastes in the public sewer system, release obnoxious gases, form suspended solids which interfere with the collection system or create a condition deleterious to structure and treatment processes.

(e) Conditional Service. If any waters or wastes are discharged or

are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in subsection (d) hereof and which in the judgment of the Manager may have a deleterious effect upon the wastewater facilities, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Manager may:

(1) Reject the wastes.

(2) Require pretreatment to an acceptable condition for discharge to public sewers.

(3) Require control over the quantities and rates of discharge, and/or,

(4) Require payment to cover added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of Section 931.07.

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When considering the above alternatives, the Manager shall give consideration to the economic impact of each alternative on the discharger. If the Manager permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the Manager.

(f) Grease, Oil and Sand Separators. Grease, oil and sand interceptors shall be provided when, in the opinion of the Manager, they are necessary for the proper handling of liquid wastes containing floatable grease in excessive amounts, as specified in subsection (d)(3) hereof, or any flammable wastes, sand or other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Manager and shall be located as to be readily and easily accessible for cleaning and inspection. In the maintaining of these interceptors, the owner(s) shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records of the dates, and means of disposal which are subject to review by the Manager. Any removal and hauling of the collected materials not performed by owner(s)' personnel shall be performed by currently licensed waste disposal firms.

(g) Pretreatment. Where pretreatment of flow-equalization facilities are provided or required for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the owner(s) at his expense.

(h) Metering and Sampling Devices. When required by the Manager, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable structure together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling and measurement of wastes. Such structure, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the Manager. The structure shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

(i) Design Data on Connection. The Manager may require a user of sewer services to provide information needed to determine compliance with this article. These requirements may include:

(1) Wastewater discharge peak rate and volume over a specified time period.
(2) Chemical analyses of wastewaters.
(3) Information on raw materials, processes and products

affecting wastewater volume and quality.

(4) Quantity and disposition of specific liquid, sludge, oil, solvent or other materials important to sewer use control.

(5) A plot plan of sewers of the user's property showing sewer and pretreatment facility location.

(6) Details of wastewater pretreatment facilities.

(7) Details of systems to prevent and control the losses of materials through spills to the municipal sewer.

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(j) Measurement, Test and Analyses. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this article shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association. Sampling methods, location, times, durations and frequencies are to be determined on an individual basis subject to approval by the Manager.

(k) Disclaimer. No statement contained in this article shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment.
(Ord. 5-14-90)

931.05 POWERS AND AUTHORITY OF INSPECTORS.

(a) Right of Entry for Purpose of Discharge Inspection. The Manager and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling and testing pertinent to discharge to the community system in accordance with the provisions of this article.

(b) Collection of Information. The Manager or other duly authorized employees are authorized to obtain information concerning industrial processes which have a direct bearing on her kind and source of discharge to the wastewater collection system.

(c) Required Safety Procedures. While performing the necessary work in private properties referred to in the subsection (a) hereof, the Manager or duly authorized employees of the City shall observe all safety rules applicable to the premises established by the company, and the company shall be held harmless for injury or death to the City employees, and the City shall indemnify the company against loss or damage to its property by City employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in Section 931.04(h).

(d) Right of Entry to and From All Negotiated Easements. The Manager and other duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter all private properties through which the City holds a duly negotiated easement for the purposes of, but

not limited to, inspection, observation, measurement, sampling, repair and maintenance of any portion of the wastewater facilities lying within such easement. All entry and subsequent work, if any, on such easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved.
(Ord. 5-14-90)

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931.06 AMENDMENTS TO AND PRECEDENT TO THIS ARTICLE.

(a) Amendments. Council shall, upon an annual basis, or as deemed necessary from time to time between annual reviews, review and cause to be enacted such amendments to this article as are necessary to bring the article into compliance with applicable federal and state regulations and changes thereto. All such amendments shall clearly delineate the article and the section to be altered or expanded.

(b) Precedence of Past and Present Ordinances. It shall be the responsibility of Council to review and render a decision as to a precedence involving a present or past ordinance to insure compliance with applicable statutes prior to rendering such precedence. Upon resolution of the discrepancy and the precedence set, an amendment to this article shall be enacted as stated in subsection (a) hereof.

(c) Precedence of This Article and Other Codes. Procedures shall be as outlined in subsection (b) hereof.
(Ord. 5-14-90)

931.07 USER CHARGE SYSTEM.

(a) The City shall enact the following user charge system to comply with the rules and regulations of the U.S. Environmental Protection Agency and such other requirements as are set forth in this article. The City shall maintain such records as are necessary to document compliance with the rules and regulations of the U.S. Environmental Protection Agency.

(b) For the first year of operation, operation and maintenance charges shall be based upon past experience for similar sized facilities and engineering estimates.

(c) The City shall review not less often than every two years the wastewater contribution of users and user classes, the total costs of operation and maintenance of the treatment works, and its approved user charge system. The City shall revise the charges for users to accomplish the following:

(1) Maintain the proportionate distribution of operation and maintenance costs among users as required herein; and

(2) Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance (including replacement) of the wastewater facilities.

(d) Each user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge of the City's treatment works shall pay for such increased cost.

(e) The costs of operation and maintenance for all flow not directly

attributable to users (that is, infiltration/inflow) shall be distributed among all users of the City's wastewater collection system in the same manner that it distributes the costs of operation and maintenance among users for their actual use.

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(f) Each user of the City's treatment works shall be notified, at least annually, in conjunction with a regular bill, of the rate charged for wastewater treatment services.

(g) The user charge fee shall be based on estimated use (metered water consumption) of wastewater treatment services. Each user shall pay his proportionate share of operation and maintenance (including replacement) costs of the wastewater system within the service area, based on the user's proportionate contribution to the total wastewater loading from all users. To insure a proportional distribution of operation and maintenance costs to each user, the user's contribution shall be based on factors such as strength, volume and delivery flow rate characteristics.

(h) The following user charge models shall be used for the purpose of distributing operation and maintenance (O & M) costs to each user (or user class). The symbols used in the models are as defined below:

C_T=Total operation and maintenance (O & M) costs per unit of time.
C_U=A user's charge for O & M per unit of time.
C_S=A surcharge for wastewaters of excessive strength.
V_T=Total volume contribution from all users per unit of time.
V_U=Volume contribution from a user per unit of time.
P_C=O & M cost for treatment of a unit of any pollutant.
P=Concentration of any pollutant from a user above a base level.

Model No. 1: If the BOD, suspended solids and other pollutant concentrations discharged by all users are approximately equal, then user charges shall be developed on a volume basis in accordance with the model below:

$$C_U=C_T/V_T(V_U)$$

Model No. 2: When BOD, suspended solids or other pollutant concentrations from a user exceed the range of concentration of these pollutants in normal domestic sewage, a surcharge added to a base charge, calculated by means of Model No. 1, can be levied. The surcharge can be computed by the model below:

$$C_S=(P_C(P))V_U$$

(Ord. 5-14-90)

931.99 PENALTY.

(a) Whoever violates any provision of this article except Section 931.06 shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall within the period of time state in such notice, permanently cease all violations.

(b) Any person who continues any violation beyond the time limit provided for in subsection (a) hereof shall be fined in the amount not exceeding one hundred dollars ($100.00) for each violation. Each day in which any such violation continues shall be deemed a separate offense.

(c) Whoever violates any of the provisions of this article shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

(d) Nothing the City contained herein shall limit the right of the Manager to seek injunctive relief or such other relief as may be available to prohibit or limit violation of any provision of this article.
(Ord. 5-14-90)

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ARTICLE 935
Sewer Fees and Charges

935.01 Sewer service rates.

CROSS REFERENCES

Power to collect charges - see W. Va. Code 8-12-5(32), 16-13-16
Review by Public Service Commission - see W. Va. Code 24-2-4(b)
Deposit limitations - see W. Va. Code 24-3-8

935.01 SEWER SERVICE RATES.

(a) Applicability. Applicable to entire territory served.

(b) Availability of Service. Available for general domestic, commercial and industrial service.

(c) Rate. $4.35 per 1,000 gallons.

(d) Minimum Charge. No bill will be rendered for less than the following amount:
Minimum bill - $13.05 per month.

(e) Delayed Payment Penalty. All sewer bills are payable when rendered. On all accounts not paid in full within twenty days of date of bill, ten percent (10%) will be added to the net amount shown. This delayed payment penalty is not interest and shall only be charged once for each bill where applicable.

(f) Connection Fees. A connection fee will be charged according to the following schedule:
Residential service connection fee: $300.00
Commercial service connection fee: $300.00 plus costs.

(Ord. 9-10-01)

ARTICLE 939
Water Regulations and Charges

939.01 Water rates.

CROSS REFERENCES

Power to collect - see W. Va. Code 8-12-5(32); Art. 8-19
Discontinuance for nonpayment - see W. Va. Code 8-19-13
Review by Public Service Commission - see W. Va. Code 24-2-4(b)
Deposit limitations - see W. Va. Code 24-3-8

939.01 WATER RATES.

(a) Applicability. Applicable to entire territory served.

(b) Availability of Service. Available for general domestic, commercial and industrial service.

(c)

Meter Rates (Gallons Used Per Month)	Monthly Billing (Per 1000 Gallons)
First 2,000	$3.35
Next 23,000	2.82
Next 75,000	2.55
Next 100,000	1.80
All Over 200,000 gallons	0.95

(d) Minimum Charge. No bill will be rendered for less than the following amount:

Meter	Per Month
3/4 inch or less	$6.70
1 inch	16.75
1 ½ inch	33.50
2 inch	53.60
3 inch	100.50
4 inch	167.50
5 inch	335.00
6 inch	536.00

(e) Resale Rate. Available to J-2-Y-35 Water Association Inc., and Gallipolis Ferry Water Association: $1.49 per 1,000 gallons.

(f) Fire Hydrant Rental: $1,200 per annum.

(g) Delayed Payment Penalty. The above tariff is net. On all current usage billings not paid within twenty (20) days, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to only be collected once for each bill where it is appropriate.

(h) Water Tap Fee. The fee for a 3/4" water tap to tap into the water system of the City shall be three hundred dollars ($300.00). Anything above 3/4": cost of labor and materials. Hydrant installation based on cost of job.

(i) Reconnect Fee: A reconnect fee of twenty-five dollars ($25.00) will be charged to all customers disconnected for nonpayment of bill.

(j) Bad Checks - Returned Checks. If a check is returned by the bank for any reason, the City's charge to the customer shall be fifteen dollars ($15.00).
(Ord. 9-10-01)

CHAPTER FIVE - Other Public Services

Art. 953. Garbage and Trash Disposal.
Art. 957. Floodwall Regulations and Fees.
Art. 961. Krodel Park.

ARTICLE 953
Garbage and Trash Disposal

953.01 Service rates established.
953.02 Extra garbage and trash pickups.
953.03 Dumpster fees.

CROSS REFERENCES

Power to regulate - see W. Va. Code 8-12-5(10) et seq.
Placing material in streets - see TRAF. 311.01
Loads dropping or leaking - see TRAF. 347.04
Littering of refuse - see GEN. OFF. 533.07
Unauthorized use of dumpster - see GEN. OFF. 533.09

953.01 SERVICE RATES ESTABLISHED.

The rates to be charged for the use of the City garbage and trash pickup system and service shall be as follows:

(a) Individual Family Unit. The rate for an individual family unit in the City shall be fifteen dollars ($15.00). This fee is for a one-month period with a once-a-week pickup of garbage only. The fee is payable monthly and shall be billed with the water and sewer bill.

(b) Commercial Rates. All persons, firms or corporations engaged in business within the City shall pay the following rates for garbage and trash service:

(1) Once-a-week pickup, one can for the aforementioned establishments shall be Twenty Dollars and 02 Cents ($20.02) per month.

(2) Once-a-week pickup, more than one can, shall be Twenty-nine Dollars and 21 Cents ($29.21) per month.

(3) Twice-a-week pickup shall be Thirty-seven Dollars and 87 Cents ($37.87) per month.

(4) Three-times-a-week pickup shall be Forty-six Dollars and 89 Cents ($46.89) per month.

(5) Five-times-a-week pickup shall be Seventy-two Dollars and 50 Cents ($72.50) per month.

When the frequency or volume of collection required exceeds the above schedule, the Mayor is authorized to determine a reasonable fee to be charged. Additional charges shall also be assessed when such garbage, rubbish or trash is not easily accessible for collection.
(6-13-05)

953.02 EXTRA GARBAGE AND TRASH PICKUPS.

There shall be no extra trash pickups made outside the City limits. For extra trash pickups within the corporate limits of the City, there shall be a Thirty-three Dollars and 00 Cents ($33.00) charge over and above the regular monthly garbage fee.

Trash pickups requiring the use of a truck larger than a one-half ton pick-up shall be charged at the rate of Forty-seven Dollars and 00 Cents ($47.00) per load. All extra charges shall be billed with the water and sewer bill.

The above fees, plus landfill dumping fees, shall be charged for trash pickups consisting of heavyweight or construction-type materials, that is, shingles, etc. In addition, a minimum fee of Forty Dollars ($40.00) per hour shall be charged for time-in/time-out use of an end loader and operator. The Mayor is authorized to determine a reasonable fee when such extra pickups are of an unusual nature or are not easily accessible for collection.
(6-13-05)

953.03 DUMPSTER FEES.

The rental rates to be charged per month for the use of dumpsters shall be as follows:

Two Yard Dumpster: Twenty-five Dollars and 97 Cents ($25.97)

Three Yard Dumpster: Twenty-nine Dollars and 94 Cents ($29.94)

When the frequency of volume of collection required exceeds the normal, the Mayor is authorized to determine a reasonable fee to be charged. Additional charges shall also be assessed when such garbage, rubbish or trash is not easily accessible for collection.
(7-12-04)

ARTICLE 957
Floodwall Regulations and Fees

957.01 Right of ingress and egress through floodwall openings.
957.02 Construction of combustible or noncombustible structures on land or right of way.
957.03 Constructing fences and walkways on land or rights of way; dumping rubbish or waste.
957.04 Fires on land or rights of way.
957.05 Animals or fowl running at large on lands or rights of way.
957.06 Monthly inspection by Floodwall Superintendent; reports; violations.
957.07 Permission to construct structures on land or right of way.
957.08 Floodwall service fee.
957.99 Penalty.

CROSS REFERENCES
Municipal public works - see W. Va. Code Art. 8-16

957.01 RIGHT OF INGRESS AND EGRESS THROUGH FLOODWALL OPENINGS.

No person, firm or corporation shall trespass over, along, upon or through any real estate which the City has acquired or may hereafter acquire as a right of way or easement for flood protection purposes and upon which there has been constructed or may hereafter construct a floodwall or levee, the right of ingress or egress over, upon and through any such easement being hereby confined to the privilege of using any gate or opening in such floodwall or levee or established concrete stairway for the sole purpose of access to and from the outside of or riverward side thereof.

The privilege herein given may be had and enjoyed, subject to the following express reservations and restrictions thereupon:

(a) The City reserves the right, without notice to cancel and annul or suspend such privilege, whenever, in its discretion, the public interest may so require.

(b) The privilege shall always be subject and subservient to the public use and enjoyment of such flood protection system and of all the parts hereof and subject and subservient to maintenance, operation, control and use of such rights of way, easements, floodwall, levee, gates and openings in the public interest, and for the users and purposes for which the same are intended.

(c) The privilege shall be limited to the use thereof for access to and from property lying outside of and riverward from such floodwall and levee, and shall not be used as a means of trespass, upon such rights of way, easements, floodwall levee, gates or openings or upon the lands or property of others.

(d) There shall be no parking of any vehicle either motor driven or animal drawn upon any part of the floodwall right of way or on the inside or landward side of such wall.

(e) There shall be no parking permitted on the outside or riverward side of the wall except in special parking areas which are definitely designated and set up as such by Council. (3-7-51)

957.02 CONSTRUCTION OF COMBUSTIBLE OR NONCOMBUSTIBLE STRUCTURES ON LAND OR RIGHT OF WAY.

No person, firm or corporation shall place or construct any building, house or shed, pen or any other structure of any kind or character, whether the same is of combustible or noncombustible material upon the land or rights of way acquired by the City for floodwall purposes, or at any place upon the floodwall, levees, gates or openings. (3-7-51)

957.03 CONSTRUCTING FENCES AND WALKWAYS ON LAND OR RIGHTS OF WAY; DUMPING RUBBISH OR WASTE.

No person, firm or corporation shall place or construct any fences, enclosures, walkways or other obstructions, or place or dump rubbish, waste material or other matter upon the land or rights of way acquired by the City for floodwalls, or upon, over or against such floodwalls or levees or appurtenant works. (3-7-51)

957.04 FIRES ON LAND OR RIGHTS OF WAY.

No person, firm or corporation shall burn rubbish, trash or any other material or kindle any fires of any kind upon the land or rights of way acquired by the City for floodwall purposes. (3-7-51)

957.05 ANIMALS OR FOWL RUNNING AT LARGE ON LANDS OR RIGHTS OF WAY.

No person, firm or corporation shall tether, hitch, lead upon or over, or permit to run at large, any horses, mules, goats, sheep, chickens, ducks, geese or other animals or fowl upon the lands or rights of way acquired by the City for floodwall purposes, or at any place upon the floodwall levees, gates or openings. (3-7-51)

957.06 MONTHLY INSPECTION BY FLOODWALL SUPERINTENDENT; REPORTS; VIOLATIONS.

The City Floodwall Superintendent is hereby directed to make a monthly inspection of the flood protection system and shall make a written monthly report to the Mayor of any violations of this article which may be disclosed by such inspection. (3-7-51)

957.07 PERMISSION TO CONSTRUCT STRUCTURES ON LAND OR RIGHT OF WAY.

Upon written application to the Floodwall Board, any person, firm or corporation may request permission to place or construct structures or to perform other activities upon the lands or rights of way acquired by the City for floodwalls. The Floodwall Board shall thereupon cause the City Floodwall Superintendent to investigate the facts and circumstances of the application and make a written report thereof. After the City Floodwall Superintendent determines that the proposed structures or performances of other activities will not endanger the safety or efficiency of the flood protection works and will not impede or obstruct the inspection or maintenance of the same, the Floodwall Board shall then submit the application and report to the District Engineer of the United States Engineering Department at large in charge of the locality for approval. Upon receipts of written approval by the District Engineer, the Floodwall Board may then issue written permission to the applicant to place or construct the structures or perform other activities, subject to the conditions, in the manner and at the locations therein stated, which terms and conditions shall provide, among other things, that such permission may be withdrawn at any time subsequent to the granting thereto either with or without cause and shall further provide that the applicant shall, upon being notified to do so, remove such structures or cease to perform such activities, forthwith, and upon the further condition that the person, firm or corporation so authorized shall be responsible for and shall promptly have been occasioned to the lands, rights of way, floodwalls, levees, gates or any parts thereof by virtue of the exercise of such permission. (3-7-51)

957.08 FLOODWALL SERVICE FEE.

(EDITOR'S NOTE: Floodwall service fees are now codified under Article 747 of the Business and Taxation Code).

957.99 PENALTY.

Whoever violates any provision of this article shall be fined not more than one hundred dollars ($100.00) or imprisoned not more than thirty days, or both.

1989

Replacement

2007 Replacement

2007 Replacement

ARTICLE 961
Krodel Park

961.01 Gas-powered boats prohibited on pond. 961.99 Penalty.

CROSS REFERENCES
Authority to regulate - see W. Va. Code 8-12-5(37)

961.01 GAS-POWERED BOATS PROHIBITED ON POND.
No person shall operate a boat or any other craft powered by a gas-powered motor on the City pond.

961.99 PENALTY.
(EDITOR'S NOTE: See Section 101.99 for general Codified Ordinances penalty.)

INSTRUCTIONS FOR INSERTING
1986 REPLACEMENT PAGES
FOR THE
CODIFIED ORDINANCES OF POINT PLEASANT

All new replacement pages bear the footnote "1986 Replacement". Please discard old pages and insert these new replacement pages immediately as directed in the following table.

Discard Old Pages	Insert New Pages
PART NINE - STREETS, UTILITIES AND PUBLIC SERVICES CODE	
Table of Contents Page	Table of Contents Page

REGULAR MEETING

CITY COUNCIL

CITY OF POINT PLEASANT

March 11, 2013

The Common Council of the City of Point Pleasant, a Municipal Corporation in Mason County, West Virginia, met in Regular Session at City Hall, 400 Viand Street at 7:00 p.m. on Monday, March 11, 2013.

The following were present:

BRIAN BILLINGS - Mayor
AMBER TATTERSON - City Clerk
R.F. STEIN- City Attorney
TEKA MCCAULEY- Administrative Assistant
SHANNON PEARSON- Accountant

and the following members of City Council: Robert C. Doeffinger, Allen Moran, Elaine G. Hunt, Bob Rulen and Rick Simpkins.

Absent: Janet S. Hartley, Charles Towner Jr., Doug Tawney, Keith Sargent and Linda W. Smith

Councilman Allen Moran led Council in prayer. The meeting was called to order by Mayor Brian L. Billings who led Council in the Pledge of Allegiance.

OUTSIDE DELEGATION

PUBLIC COMMENT

Sam Juniper (McNeil Avenue) stated that in December 2007 City Council approved loaning $10,000 to the Public Service District (PSD) for engineering costs for the long term control plan project. Juniper said that in the agreement it stated that the PSD would pay the loan back once construction began, and they are currently two months into construction. He asked if payment had been received from the PSD and the Mayor indicated that no payment had been received but an invoice would be sent for the amount due to the City. Juniper then spoke

about fire hydrants being flushed regularly. He said that in 2010 a schedule was created to make sure hydrants were regularly flushed and he thinks his area has only been flushed one time since the creation of the schedule. He indicated that he has noticed dirty water at his residence and asked for the hydrant to be flushed. Mayor Billings responded by stating there is a schedule for flushing and that he would see that Mr. Juniper's area is addressed. Juniper stated that the hydrant located at 23rd Street and Jackson Avenue has been covered with a trash bag for nearly a month. Juniper concluded by asking the Mayor the status of the investigation on the City employee who stole

City property. The Mayor advised that it is in the hands of the Prosecuting Attorney. Councilman Rulen clarified that the hydrant located at 23rd Street that Juniper referenced was listed on the water departments monthly report to be replaced.

Sandy Dunn and Lesa Doeffinger (Main Street Committee and Historic Landmark Commission) were present to provide documents to Council that discussed guidelines for renovations and ideas for the downtown area. Ms. Dunn said that Council had asked for the Main Street Committee to work with the Historic Landmark Commission (HLC) to develop some guidelines for what needed to be done in the downtown area. Ms. Dunn asked for Council to look over the documents and to feel free to contact her with suggestions or questions. She indicated that she would return in April to ask for Council's approval to finalize the guidelines.

Derrick Taylor (Krodel Campground Manager) was present to discuss quotes he obtained for rubberized mulch that would be used in the playground area at Krodel. He had quotes from three places that ranged from $11,000 to $22,000 and said that there is typically a fifteen year warranty for fading that is included. Mayor Billings told Council that they needed to remember that there are several costs coming up that pertain to the floodwall that could range from $65,000 up to $100,000 that were unseen costs that are not avoidable, as well as many others. Billings then asked the Clerk how much additional

Business and Occupational taxes are being estimated starting July 1st. The Clerk indicated it is estimated that an additional $80,000 should be received in revenues from the North Point Pleasant Drainage Project (NPPDP) once it gets underway. Councilman Rulen stated that he would like to hold off on the purchase of mulch until the unforeseen costs are established because these are mandatory issues that have to be addressed by a deadline of November. Mayor Billings was in agreement to hold off and mentioned that spending was going to be tight and it may be necessary to lay off a few part-time employees until the City has the costs associated with the floodwall.

Mr. Taylor concluded by further discussing the donation for an event he told Council about at the February meeting. He advised he is working with Lynn Robinson of the Shawnee Nation and the event is slated for April 27th beginning at 5 p.m. He gave Council an itinerary for the event that would include vendors and the set-up of tepees on Friday, then on Saturday tram rides to the floodwall murals would begin along with events being scheduled through Saturday evening with departure on Sunday. Mayor Billings complimented Mr. Taylor on the event and reminded him that all the vendors needed to obtain a license from the City Clerk for the event. Mr. Rulen asked about the event

being advertised and Mr. Taylor said that he is advertising locally and plans to involve the radio. Councilman Allen Moran recommended that Taylor contact WSAZ so they could announce the event. Mayor Billings told Taylor to let him know when the donation of $500 was needed to secure the event. Councilman Simpkins complimented Mr. Taylor and said the City is fortunate to have him.

MONTHLY BUSINESS

Mayor Billings asked Council to entertain a motion to approve minutes of the regular Council meeting held February 11, 2013 as presented. Councilman Bob Rulen made the first motion while a second was given by Rick Simpkins and the motion passed 5-0. The Mayor asked for a motion to approve the financial statements of the General, Coal Severance,

Water and Sewer Funds for the month of February 2013. Councilman Simpkins gave the first motion while Ms. Elaine Hunt added a second. The financial reports were approved 5-0. Mayor Billings concluded by asking for a motion to approve the outstanding obligations for the month of February 2013. Mr. Simpkins made the first motion and Councilwoman Hunt followed with a second and the motion carried.

CITY ATTORNEY

Attorney R.F. Stein discussed the **final reading of ordinance 305.07** pertaining to abandoning a portion of Marietta Street that is tied to the North Point Pleasant Drainage Project (NPPDP). He reminded Council that this closure was at the request of a property owner in this area that would be affected by the said project. Stein further stated that, to date, the easement for the project has yet to be signed, which means Council needs to decide how they wish to proceed. Stein advised that they could add language that states the abandonment is contingent upon securing the easement which would require an additional reading. He also said that Council could table the issue, or even reject the abandonment all together. Attorney Stein then asked for a motion to approve the final reading of ordinance 305.07 to abandon a portion of Marietta Street. Mr. Simpkins made the first motion while Councilman Rulen followed with a second. The topic was open for discussion and Mr. Rulen made a motion to table the issue and Councilman Moran added a second. Final call to table the issue passed 4-1 with Simpkins casting a no vote.

Attorney Stein gave a brief **update on the NPPDP** stating that a few easements have been obtained since the last meeting bringing the City to 88%. He said he still has ten properties, which is seven individuals, who need to sign and he is still negotiating. He said one resident still wants fill dirt for his property, which should help

the engineers in disposal. Stein indicated that he would draft an agreement for him to sign in exchange for his easement. Stein is also communicating with Shaw's office to determine when to file for

condemnation on the properties that are outstanding on the easement list.

Attorney Stein concluded his agenda with discussion on a proposed **Bond Ordinance for the NPPDP.** He stated that copies of the bond were included in council packets however, a few minor changes were made and a new copy was handed out. Stein introduced Todd Swanson with Steptoe and Johnson, who was hired as the City's bond Council. Mr. Swanson briefly discussed the ordinance and indicated that amendments were made at the request of Department of Environmental Protection (DEP) and were only minor language changes made to the forgivable portion of the loan. Attorney Stein asked for a motion to approve the first reading of the bond ordinance and Councilman Rick Simpkins made the first motion and Mr. Doeffinger added the second. Mr. Swanson further explained that even though the ordinance indicates the loan amount of $4.5 million, it will likely only be for $4.2 million and that the forgivable portion of $300,000 would likely be closer to $240,000. Swanson told Council that once the bids are received and opened, a supplemental resolution would be drafted to amend this ordinance, which has the estimated figures for the project cost. Mr. Stein asked for a final call to pass the first reading of the bond ordinance and the vote was unanimous.

Councilman Doeffinger asked Attorney Stein about the progress on Yeager's property. Stein advised that he looked into the Home Rule as Doeffinger recommended and it doesn't apply in this particular situation. Stein advised that he also spoke with the City of Parkersburg and they will provide some information that will be beneficial to use and that the City's ordinance should be pretty solid to address such properties. He will proceed with following the ordinance and provide Council with a report at the next meeting.

ACCOUNTANT

CITY CLERK

City Clerk Amber Tatterson told Council the **WV Make it Shine/Citywide**

Clean-up day is slated to be held April 13th from 9 a.m. to noon. She said in the past, the City has supported the effort by reducing garbage pick-up fees for the week following the clean-up, which would be the week of April 15th through the 19th. Currently the fee for a pick-up load is $33 and that would be reduced to $25 and the dump truck fee is typically $47 reduced to $35. Tatterson asked for a

motion to reduce the fees for the week mentioned and Mr. Doeffinger made the first and Councilman Allen added a second. Mr. Doeffinger then mentioned that residents need to be aware they would have a dump fee associated with their truck cost. Final call for approval passed 5-0.

Tatterson discussed the **2013-2014 budgets for the General and Coal Severance funds.** She stated that a budget committee meeting was held Friday March 8, 2013 to discuss the upcoming budget. During that meeting all line items were reviewed and changes were made accordingly, which included the upcoming costs for the floodwall repairs and accreditation. She explained that Council received a copy of these budgets in their packet; however, she has made a change to the general fund that would increase the budget annually by $3,000. The change is reflected on page 8 for contributions to other funds, which is for police pension contributions from the City. Mayor Billings then spoke stating that he is going to ask Council to approve a $250 a month increase to the City's monthly contribution to the police pension. Tatterson explained that the police pension fund has been underfunded for numerous years, and that it needs to be addressed from this point forward before more officers retire. After discussion on the pension, Council was in agreement for the increase. Tatterson then asked for a motion to approve the general fund budget of $2,769,264. Councilman Rulen made the first motion and Mr. Simpkins added the second and the motion carried. Tatterson then reviewed the budget for the **Coal Severance** fund stating that over the past several years this budget has been $12,000. She explained that the money for this fund is a percentage received from the state and while the City

has received more than the $12,000 in the past, it is better to underestimate the dollar amount. Councilman Simpkins made the motion to approve the budget of $12,000 and Ms. Elaine Hunt added a second and the motion passed unanimously.

Tatterson told Council that the City uses **Accufund** accounting software and that contract for this service expires at the end of March. She explained that the contract covers usages and all updates that pertain to payroll, accounts payable, court fees/fines, budget preparation, and many more. She asked for a motion to approve the renewal of the annual contract at the cost of $5,731.50, which is same cost it has been over the past several years. Mr. Doeffinger made the motion while Mr. Rulen gave a second, and the motion carried.

Tatterson told Council that during a recent sewer committee meeting, a few members discussed the idea of having an **engineering firm** on hand to help save time in advertising for City projects. Councilman Doeffinger then spoke saying it would save time since the City is

subject to the 5G rule which basically states the requirements to secure architectural and engineering services for projects to cost $250,000 or more. These requirements include publically advertising your need, selecting up to three firms, forming a City committee for interviewing and selecting purposes. Once you have selected your firm then you need to discuss costs associated to determine hiring of the firm. Doeffinger said this is a very time consuming process that could be avoided if they City had an engineer of record, which would be available on an as needed basis. Doeffinger made a motion to allow the Mayor prepare an advertisement to receive bids for a City Engineer. Councilman Rulen added a second. Mr. Doeffinger recommended for the Mayor to contact Kathy Elliott and also Burgess and Niple to assist with the legal advertisement. Final call was approved 5-0.

Tatterson concluded by discussing a **resolution on open governmental proceedings**. She asked for Mr. Swanson to explain the need for this resolution since the City currently already follows this procedure.

He explained that the Open Governmental Proceedings Act specifically states that the entity shall have this particular resolution and that certain lenders require showing that the resolution has been adopted. So since the DEP is helping to fund the drainage project, they are requiring the adoption of this resolution. Councilman Rulen made a motion of approval and Ms. Hunt gave a second and the motion carried.

MAYOR

Mayor Brian Billings announced that the **Annual Chamber Dinner** was being held April 2nd at 7 p.m. with guest speaker Jim Justus from the Greenbrier. He advised that in the past, Council has approved purchasing tickets at the price of $50 each for the Mayor and Clerk to attend the event on behalf of the City. Mr. Doeffinger asked the cost of a table and the Mayor advised it is $350. Councilman Doeffinger made a motion to purchase a table with Council having first choice to attend. If spouses wanted to attend it would be at their cost. Rick Simpkins added a second and the motion passed 5-0.

Mayor Billings spoke asking Council to consider raising the **police pension monthly contribution** by $250 as previously mentioned during the budget discussion. Mayor asked the Clerk to give a brief update on the fund and she explained that there were several years that the previous administration failed to contribute to the fund and now the fund is not at a secure level. Additionally, the prior police pension plan was closed in March 2012. All new officers are contributing to the new plan while the old plan is only being funded by the current officers, the City's contributions, and citation fees. Billings asked

for a motion to approve adding an additional $250 month to the fund effective April 1st. Councilman Doeffinger gave the first motion and Ms. Hunt added the second and the motion passed 5-0. Billings stated that he would like to make another increase in approximately six months.

The Mayor spoke about a few **streets that need paved** in early spring.

He mentioned one area in Krodel Park that needs to be completed, an area in Bellmeade near Franklin Avenue, and also the area on 12th Street just beyond the Tobacco King. He advised these repairs are fairly small, but they need to be made. Councilman Rulen mentioned the condition of Mt. Vernon Avenue on the west side of the 2200-2300 blocks. He said he feels this is an area that might need addressed before others since it is highly traveled. Mayor Billings agreed and stated that it is concrete and the cost is quite high for repair, however it is on the list to address as soon as funds are available. Councilman Doeffinger recommended getting a list that would allow comparisons on each street. It would need to include a range for cost per square yard so that we have an idea of costs before going to bid.
Mayor Billings said that with spring approaching it is necessary to look at the opening of **Harmon Pool**, which means establishing who will be the pool manager and get their certifications up to date. Billings asked Councilman Doeffinger if his son, Joe, was interested in staying on as the manager, and Doeffinger advised he would have Joe call the Mayor's office. Doeffinger also advised that as far as the certification goes, a City employee could take the certification course so that the City would have them available despite of who is managing the pool.

Committee Reports

Sewer Committee (Amendment #4 on NPPDP- engineering fees for additional services) Mr. Doeffinger reported that a sewer committee meeting was held and Burgess and Niple were present. During that meeting Burgess and Niple mentioned that they had additional costs associated with easement assistance in the amount of $17,500 so an amendment needed to be made to the original service agreement to cover those costs. Mr. Doeffinger made a motion to approve the amendment for the additional $17,500. Councilwoman Elaine Hunt added the second and the motion passed 5-0.
Mr. Rulen mentioned that the floodwall gate was assembled and disassembled on March 10th to follow the required rotation. Mayor

Billings then stated that he was present, along with Rulen and that the guys did a great job.

Council Concerns

Robert Doeffinger mentioned that he would like to consider distressed properties once the City addresses the Yeager property. The Mayor reported that the Enforcement Agency recently met and discussed the various distressed properties and they are ready to move quickly. Currently they are addressing an issue on First Street. The Mayor also stated the home located on Garfield Avenue that had a meth lab in it, should be addressed very soon. Doeffinger then mentioned that there is a brush pile that needs removed near Main Street and Viand Streets.

Elaine Hunt mentioned that yellow caution tape on houses throughout the City looks terrible. Attorney Stein advised that the property near Go Mart has been released and is ready for remediation. He said he knows that the checks have been issued and hopes to see this occur soon. Mr. Rulen mentioned the yellow tape at the Mason County Courthouse, which directs citizens to the Main Street entrance, should have something more appropriate for the area.

Bob Rulen asked for the Municipal Judge to provide a report on a monthly basis so Council can see how much activity he is receiving for his earnings.

Being no other business, Councilman Simpkins made a motion to adjourn the meeting at 8:25 p.m. Mr. Moran added the second and the motion carried.

_____ _____

Amber D. Tatterson, City Clerk Brian L. Billings, Mayor

REGULAR MEETING

CITY COUNCIL

CITY OF POINT PLEASANT

April 8, 2013

The Common Council of the City of Point Pleasant, a Municipal Corporation in Mason County, West Virginia, met in Regular Session at City Hall, 400 Viand Street at 7:00 p.m. on Monday, April 8, 2013.

The following were present:

BRIAN BILLINGS - Mayor

AMBER TATTERSON - City Clerk

R.F. STEIN- City Attorney

SHANNON PEARSON- Accountant

and the following members of City Council: Janet S. Hartley, Charles Towner Jr., Robert C. Doeffinger, Allen Moran, Keith Sargent, Elaine G. Hunt, Linda W. Smith, and Bob Rulen

Absent: Doug Tawney, Rick Simpkins and Teka McCauley- Administrative Assistant

Councilman Keith Sargent led Council in prayer. The meeting was called to order by Mayor Brian L. Billings who led Council in the Pledge of Allegiance.

OUTSIDE DELEGATION

Sandy Dunn and Lesa Doeffinger (Main Street Committee and Historic Landmark Commission) were present to provide Council with a finalized copy of guidelines for the Historic District. Mrs. Doeffinger briefly discussed the handbook and indicated that the committee utilized guidelines that the City of Wheeling has in place for their district. She also advised of a few minor editorial changes and stated that a final copy would be provided to the City. Councilman Robert Doeffinger made a motion to accept the new guidelines with the minor editorial changes and Ms. Linda Smith followed with a second. The motion passed unanimously 8-0.

PUBLIC COMMENT

MONTHLY BUSINESS

Mayor Billings asked Council to entertain a motion to approve minutes of the regular Council meeting held March 11, 2013 as presented. Councilman Bob Rulen made the first motion while a second was given by Ms. Janet Hartley and the motion passed 8-0. The Mayor asked for a motion to approve the financial statements of the General, Coal Severance, Water and Sewer Funds for the month of March 2013.

Councilman Charles Towner gave the first motion while Ms. Smith added a second. The financial reports were approved 8-0. Mayor Billings concluded by asking for a motion to approve the outstanding obligations for the month of March 2013. Mr. Towner made the first motion and Councilman Sargent followed with a second and the motion carried.

CITY ATTORNEY

Attorney R.F. Stein told Council he had a brief report to summarize **dilapidated buildings** located within the City. First he mentioned the Franklin Building advising he recently obtained reports on this building and he would provide those to Council for their review. Councilwoman Hartley questioned property located on the corner of 10th and Viand Streets asking who is liable if a citizen is injured as a result of this property. Stein advised that the property owner is ultimately responsible, however there is a possibility that an attempt can be made to name the City in a lawsuit. Mayor Billings advised that letters have been sent to various property owners who have properties that need addressed and that many of those will be heard by the municipal judge in upcoming months.

Stein gave a brief update on the **North Point Pleasant Drainage Project (NPPDP).** He told Council that the construction bids would be opened on April 11th and that he has concluded his work on obtaining the right

of ways. Shaw's office will now be moving forward with the condemnation process. Councilman Bob Rulen stated that he was able to speak with one property owner who is in agreement to sign his right of way and that they would like for any dirt moved to remain on their property. Stein advised that should be fine but he would verify this with the engineers.

Attorney Stein discussed the **final reading of Ordinance 305.07** pertaining to abandoning a portion of Marietta Street. He advised that this issue had previously been tabled and it is necessary to take action this month. Councilman Rulen made a motion to accept this as the final reading and Mr. Towner added a second. The motion passed unanimously to close a portion of Marietta Street.

Stein reported that the survey on the 6th Street parking lot should be completed soon.

Attorney Stein concluded his agenda with the second reading of the proposed **Bond Ordinance for the NPPDP.** He stated that this ordinance was discussed by Todd Swanson with Steptoe and Johnson, at last month's meeting. Attorney Stein asked for a motion to approve the second reading of the bond ordinance and Councilman Doeffinger made the first motion while Mrs. Hartley added the second. Final call to

approve the second reading of the bond ordinance passed unanimously.

ACCOUNTANT

CITY CLERK

City Clerk Amber Tatterson told Council the **2013-2014 budgets for the General and Coal Severance funds** have been approved by the State Auditor's office and according to the letter Council will reconvene on Tuesday April 16th to officially adopt the levy estimate.

Point Pleasant in Bloom has asked for the City to declare May 4th as **Citywide planting day.** Tatterson explained that in the past the City has shown support for beautifying the City be declaring a day of planting. Tatterson asked for a motion to declare this day and Ms. Smith made the first while Allen Moran followed with a second, and the

motion carried.

Tatterson concluded by stating that **estimates for the roof on the City building** were not ready for discussion at this time, however if received they could be discussed at the special meeting being held on April 16th. She said that the City Inspector has been speaking with local companies and they have yet to submit the estimates.

MAYOR

Mayor Brian Billings announced that the **Mayor's Night Out** would begin June 7th and concludes August 30th. It will be held each Friday evening from 8 p.m. to 10 p.m. with the exception of June 28th due to the Regatta and August 9th due to the Mason County Fair.

Mayor Billings read a proclamation that proclaims April as **Fair Housing Month.** A motion was made by Councilman Rulen to accept the proclamation and Mr. Sargent added a second and the motion carried.

The Mayor told Council he was contacted by the Family Resource Network in reference to wanting to utilize the **Youth Center to house a baby pantry.** They are asking to use the facility one time a month to distribute baby needs, such as formula, diapers, wipes and to also provide families with information about community programs such as WIC, Save the Children, and Mountain State Healthy Families. This program would provide supplies to families to help adequately care for their children. Billings advised that they would provide proof of insurance for their usage of the facility and that it could be coordinated to occur on the same day the food pantry operates. Councilwoman Smith made a motion to allow usage of the facility and Mr. Towner added a second. The motion passed unanimously.

Mayor Billings then spoke about being contacted by a gentleman from Ripley who wished to reserve and use the **tennis courts at Harmon Park for a summer program.** Councilman Rulen questioned insurance for the

program and also a few statements on the brochure that pertained to liability. Mayor Billings advised that he would contact this gentleman and ask him to attend the special meeting on April 16th and

he could provide answers to Council's questions at that time.

The Mayor spoke about a few areas that need **paved.** He would like to seek bids for an area in Krodel Park that needs to be completed, an area on Franklin Avenue which is near the 911 Center, and also an area on 12th Street just beyond the Tobacco King. He advised these repairs are fairly small, but they need to be made. Councilman Doeffinger stated that Main Street Baptist Church advised that there is an area on 11th Street that needs repaired. The Church indicated they would be paving the church parking lot soon and they have asked if the City would be willing to split the cost on the street repair. Mayor Billings said he would like to consider this repair but looked to the City Attorney for advice. Stein advised that it would be better to let the Church to get bids and then the Mayor could consider enter into an agreement pertaining to the cost.

Mayor Billings then discussed the condition of Mt. Vernon Avenue indicating that this area has been mentioned several times and he knows it needs repaired. The Mayor advised that he has an estimate to rent a milling machine to mill out both sides of Mt. Vernon from 21st Street to 22nd Street. After the milling is completed then new concrete can be poured panel by panel based on rating what area is worst. The Mayor stated that the area near the residence located at 2113 Mt. Vernon is probably the worst and should be the first one repaired. The total cost for rental of the milling machine and pouring the panel at 2113 Mt. Vernon would be $2,500. Further discussion took place mentioning the milling process and the possibility of using flexible paving since it is less expensive. A motion was then made by Mr. Sargent to move forward with Mt. Vernon and to also get a bid for paving the area mentioned on Franklin Avenue. Councilman Allen Moran added a second and the motion carried. The Mayor advised that concrete panels on Mt. Vernon would be numbered based on the need of repair and they would be paved as funds were available.

Mayor Billings asked for Council to entertain a motion to go into

executive session to discuss personnel issues pertaining to the water department. At 8:07 p.m. Mr. Towner made the motion and Mr. Sargent added the second motion, which passed.

**** At 8:46 p.m. Linda Smith made a motion to come out of executive session and Councilman Sargent added the second, and the motion passed 8-0.**

Committee Reports

Floodwall Committee- Councilman Rulen reported that meetings were held March 13th and 19th to conduct face to face interviews with Indiana Reline, Inc and ISCO pertaining to the pipeline repair for the floodwall. Present for the meetings were Rulen, Mayor Billings, Councilman Moran, Street Commissioner Willie Call, and a representative from the Army Corps of Engineers. During the meetings detailed questions were asked that pertained to the procedure for the repair, start time, and duration. On April 4th the committee met to further discuss the interviews and to determine which firm to recommend to Council. Rulen then made a recommendation to hire ISCO pending licensing and certifications. Councilman Doeffinger made a motion to accept the recommendation and to negotiate a contract. Ms. Hartley followed with a second. Mr. Rulen questioned who would be responsible for providing the contract and Attorney Stein stated that ISCO should have a standard contract to supply for the City to review and amend if necessary. Final call to approve ISCO passed 8-0.

Mr. Rulen then gave an update on the FEMA accreditation. He stated that on March 27th interviews were conducted with Protesta, Fox Engineering, Burgess and Niple, and Terradon. Those present for the interviewing process were Rulen, Mayor Billings, City Inspector Jeremy Bryant, and Street Commissioner Willie Call. Each firm had an opportunity to discuss their qualifications and the requirements for the accreditation. Rulen said that each firm was interviewed and evaluated based on their presentation and qualifications and the committee would like to recommend Fox Engineering. Councilman Doeffinger made a motion to accept the recommendation and to negotiate

a fee with Fox Engineering. Ms. Smith added a second to the motion. Mr. Rulen stated that if all of council is in agreement to select Fox, he would like to hold a meeting April 11th at 6:30 to negotiate fees and a contract. Final call for approval passed 8-0.

Council Concerns

Janet Hartley said that Rotary had a few ideas for the mapping and visitor's sign that will be located the Riverfront Park or Gunn Park. She had handouts with photos for Council's review. She advised that #2 on the handout seems to be everyone's preference. Rotary will be donating the sign and vocational kids will design and build it. Councilman Doeffinger recommended that the Historic Landmark Commission be involved in the overall decision.

Keith Sargent indicated that a few citizens have contacted him to complain about city employees loafing on the job and always on their phones. He also asked if the City police were investigating or

assisting in Gallipolis Ohio because he had a resident see them in that area with a car pulled over. Tatterson advised that she was aware of a situation that recently occurred in which a vehicle was speeding in Point Pleasant and the chase ended in Gallipolis.

Elaine Hunt said she heard Trinity Church is interested in the Yeager property that is behind Dallas Kayser's office.

Bob Rulen asked for the monthly agendas to include a section for old business so that certain issues do not get left behind. Tatterson agreed and indicated it would be on the next agenda. Rulen also mentioned wanting a report from the municipal judge on a monthly basis so that Council is informed.

Being no other business, Mayor Billings asked for a motion to recess the meeting until April 16th. Councilman Towner made a motion to adjourn the meeting at 9:14 p.m. Mrs. Elaine Hunt added the second and the motion carried.

Amber D. Tatterson, City Clerk

Brian L. Billings, Mayor

REGULAR MEETING

CITY COUNCIL

CITY OF POINT PLEASANT

May 13, 2013

The Common Council of the City of Point Pleasant, a Municipal Corporation in Mason County, West Virginia, met in Regular Session at City Hall, 400 Viand Street at 7:15 p.m. on Monday, May 13, 2013.

The following were present:

BRIAN BILLINGS - Mayor
AMBER TATTERSON - City Clerk
R.F. STEIN- City Attorney
Teka McCauley- Administrative Assistant
SHANNON PEARSON- Accountant

and the following members of City Council: Janet S. Hartley, Charles Towner Jr., Doug Tawney, Robert C. Doeffinger, Allen Moran, Keith Sargent, Linda W. Smith, Bob Rulen and Rick Simpkins

Absent: Elaine G. Hunt

Councilman Keith Sargent led Council in prayer. The meeting was called to order by Mayor Brian L. Billings who led Council in the Pledge of Allegiance.

OUTSIDE DELEGATION

Mike Davis- Burgess & Niple was present to discuss and conditionally award the bid contract to Mike Enyart and Sons of South Point, Ohio for the North Point Pleasant Drainage Project (NPPDP). Awarding of the bid is contingent upon loan approval and closing which is slated for June 27th. Mr. Davis stated that on April 11th bids were opened and this company submitted the low bid of $3,384,849. According to Mr. Davis references have been checked and they are a reputable company and he sees no reason not to proceed. Mr. Towner made a motion to conditionally award the bid contingent upon the loan closing. A second was given by Mr. Sargent and the motion carried.

Ernie Watterson- Police Chief was not present for the meeting.

PUBLIC COMMENT

Bob McMillan- Mid Atlantic Construction was present to discuss a proposed site for his business. The location of the proposed business would be located between Rt. 62 and Kanawha Street. He indicated that he intends to fill the property with dirt to raise the elevation, however, there are some sanitary sewer lines that are blown out and there is a problem with storm water drainage coming from Kanawha Street. He would like for the City to address these issues so he can

proceed with this project. Councilman Doeffinger indicated that the City would attempt to find a solution, however he feels that a civil engineer would need to look at the issue prior to any lines being replaced. Mr. Doeffinger advised he would contact the sewer department to get mapping of the area and then hold a sewer committee meeting to address these issues.

MONTHLY BUSINESS

Mayor Billings asked Council to entertain a motion to approve minutes of the regular Council meeting held April 8, 2013 as presented. Councilman Bob Rulen made the first motion while a second was given by Ms. Linda Smith and the motion passed 9-0. The Mayor then asked for a motion to approve minutes of the special council meeting held April 16, 2013. Ms. Janet Hartley made the motion while Mr. Sargent followed with a second and the motion carried. The Mayor asked for a motion to approve the financial statements of the General, Coal Severance, Water and Sewer Funds for the month of April 2013. Mr. Towner gave the first motion while Councilman Simpkins added a second. The financial reports were approved 9-0. Mayor Billings concluded by asking for a motion to approve the outstanding obligations for the month of April 2013. Mr. Simpkins made the first motion and Councilman Sargent followed with a second and the motion carried.

CITY ATTORNEY

Attorney R.F. Stein gave a brief report on **dilapidated buildings** pertaining to the Franklin Building. He said that the insurance company has indicated they are willing to proceed with demolition or with renovations, but a decision needs to be made soon to alleviate liability. Stein indicated that Mr. Ferrell's only concern is to have a safe stable place that is mold free for his business. Councilman Rulen stated that he would like to see both structures stabilized so they can remain in place. Ms. Hartley indicated she would like to know the costs associated with each scenario. Councilman Doeffinger advised that the City needs an engineering firm to access the building for liability purposes regardless of how the insurance company wants to proceed and that according to 5G regulations, Burgess and Niple would be eligible to inspect and give recommendations for Council's consideration. Mr. Doeffinger made a motion to negotiate fees with Burgess and Niple for an inspection of the Franklin properties. Ms. Hartley gave a second to the motion and it passed 9-0.

Stein gave a brief update on the **North Point Pleasant Drainage Project (NPPDP)**. He advised that Shaw's Law office filed condemnation proceedings on May 10th and the court date is set for the first week of

June so this should allow for right of entries prior to the closing date of June 27, 2013.

Attorney Stein concluded his agenda with the third and final reading of the proposed **Bond Ordinance for the NPPDP.** Attorney Stein asked for a motion to approve the final reading of the bond ordinance and Councilwoman Smith made the first motion while Mr. Simpkins added the second. Mr. Todd Swanson with Steptoe and Johnson was present and he said that this ordinance approves the City for a loan of up to $4.5 million, however the project cost should be only $3.8 million. Final call to approve the third reading of the bond ordinance passed unanimously.

Councilman Bob Rulen asked Attorney Stein for an update on the two acts of vandalism that took place at the Riverfront Park. Stein

advised that the juveniles who caused damage to the picnic table admitted to the crime and they will be ordered to pay restitution to the City. He then reported that the individuals who vandalized the restrooms were 2 juveniles and 2 adults which will be heard by the grand jury within the next two weeks. Stein also stated that the grand jury would hear the case for the former employee charged with larceny.

ACCOUNTANT

CITY CLERK

City Clerk Amber Tatterson reported that Point Pleasant in Bloom has asked for the City to declare June 8th as a day to hold a **citywide yard sale.** Tatterson explained that in the past the City has shown support by waiving the $5 yard sale permit fee. Tatterson asked for a motion to waive fees for this day and Mr. Sargent gave the first while Councilwoman Smith followed with a second, and the motion carried.
Tatterson concluded by asking for approval to renew the annual **Mountaineer Computer maintenance and support agreement** in the amount of $6,168. Copies of the contract were in packets for Council's review. Councilman Towner made a motion for approval while Ms. Linda Smith followed with a second. The motion passed unanimously.

MAYOR

Mayor Brian Billings told Council he received a letter from the **Housing Authority** indicating they had a vacancy on their board of commissioners. He advised that the board is asking for the City to appoint George Dowell to fill the vacancy and Councilman Doug Tawney made the motion. Linda Smith added a second and the motion carried.
The Mayor reported only receiving one **bid for paving** an area on Franklin Avenue which is near the 911 Center. Myers paving submitted

a bid of $6,200 for this area and Billings indicated that if awarded they would begin immediately. The Mayor told Council he has written letters to various delegates and legislators seeking money for paving,

floodwall assistance for FEMA, and the piping repair but funds do not seem to be available. Councilman Sargent made the motion and Mr. Simpkins gave a second, and the motion passed to approve the bid.

The Mayor discussed the enclosed contract from Mountaineer Gas for the **relocation of a gas line** that interferes with the location of the drainage project. Mr. Doeffinger made a motion to authorize the Mayor to sign the contract with Mountaineer Gas for the proposed amount of $36,144. Mr. Sargent added a second to the motion. Councilman Rulen questioned proceeding with the relocation prior to the loan closing, and Mr. Doeffinger advised that the line should be moved regardless. Final call of approval passed 9-0.

Billings told Council he has held meetings and interviews for the opening of **Harmon Pool.** He publically thanked the work and dedication of Joe Doeffinger who served as pool manager over the past several years. He said that Joe has other obligations which will prevent him from continuing with the City. Billings told Council that Terri Schauer-Miller acted as the prior pool manager and she has asked to be considered for the position. He advised that an interview has been conducted and she seems to be very suitable for the position. If Council is in agreement, he would like to hire her and proceed opening the pool by the tentative date of June 8th. Ms. Linda Smith made a motion to hire Terri and to proceed with the opening of the pool. Mr. Towner added a second and the motion passed unanimously.

Mayor Billings asked for Council to entertain a motion to go into executive session to discuss personnel issues pertaining to the street department. At 8:16 p.m. Mr. Towner made the motion and Ms. Hartley added the second motion, which passed.

**** At 8:37 p.m. Doug Tawney made a motion to come out of executive session and Councilwoman Smith added the second, and the motion passed 9-0.**

Upon returning from executive session, Mayor Billings asked Council to

consider hiring Paul Crump as a temporary municipal judge to hear a pending case for the City since the current municipal judge has excused himself from this particular case. Mr. Sargent made the first motion while Rick Simpkins added a second and the motion carried.

Committee Reports

Floodwall Committee- Councilman Rulen spoke pertaining to the pipeline repair and reminded Council that ISCO was the chosen firm and that the contract is in the review process. Attorney Stein told Mr. Rulen that he has concluded reviewing the contract and it seems to be in order but he would like for the Committee members to look over the figures in the contract to make sure that they are correct. Mr. Rulen advised that he had already reviewed the figures so the contract can be signed and returned so that the materials can be ordered.

Rulen then reported on the status of the FEMA accreditation stating that Fox Engineering is still working with FEMA and a few issues needed to be addressed. Once all is clarified he will report back to Council with any information that is received.

Council Concerns

Doug Tawney reported that grass is very high behind the newspaper office on Main Street. He also stated that the drain on Main & 2nd Street needs to be checked.

Robert Doeffinger asked if the street sweeper is working because his ward needs to be swept along the curbs. Doeffinger stated that the lot on Main Street where the building was demolished is suppose to have grass planted or be graveled. He also mentioned that the building beside this lot has a piece of the wall still hanging and that should be addressed. Doeffinger concluded stating that he will call a sewer committee meeting to discuss the Mid-Atlantic property issue.

Allen Moran asked if the women's prison workers are being utilized to

help the City and he was told they have been used on numerous occasions.

Keith Sargent indicated that a few citizens have contacted him to complain about stray cats in his ward. He also complimented the work of Derrick Taylor for a job well done acting as the campground manager at Krodel.

Linda Smith stated that she is still receiving numerous complaints about cats in her ward. She advised that it has been a persistent ongoing issue that needs to be addressed. Mayor Billings advised that he would contact the Mason County Commission to ask how the dog warden can help the City with this issue. Smith also discussed an issue that pertained to a dog running loose and being a danger to kids in her ward.

Bob Rulen said that Main Street was appreciative that the new historic guidelines were passed and they are asking for Council to consider some type of ordinance or restrictions to enforce that would encourage

property owners to do maintenance and necessary repairs or updates on their properties. At this time there is not anything in place to be enforced. He complimented Gallipolis on addressing distressed properties and indicated they may be a good source for this issue. Mr. Rulen concluded by stating that the City may want to consider bonding the City Inspector so that he could carry a weapon to protect himself should he encounter a bad situation during issuing citations. He indicated that the inspector currently has a permit to carry but it would be necessary to have a bond in place.

Mayor Billings asked for Council to entertain a motion to go into executive session to discuss personnel. At 9:08 p.m. Mr. Doeffinger made the motion and Mr. Tawney added the second motion, which passed.

**** At 9:20 p.m. Linda Smith made a motion to come out of executive session and Councilman Towner added the second, and the motion passed 9-0.**

Being no other business, Councilman Rulen made a motion to adjourn the meeting at 9:20 p.m. Mr. Tawney added the second and the motion carried.

_____ _____

Amber D. Tatterson, City Clerk Brian L. Billings, Mayor

THE CITY OF POINT PLEASANT

Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

EXCERPT OF MINUTES ON ADOPTION OF SUPPLEMENTAL RESOLUTION,
DRAW RESOLUTION AND SWEEP RESOLUTION

The undersigned CLERK of The City of Point Pleasant of hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Council:

*** *** ***

The Council of The City of Point Pleasant met in regular session, pursuant to notice duly posted, on the 10th day of June, 2013, in Mason County, West Virginia, at the hour of 7:00 p.m.

PRESENT:

Brian Billings, Mayor
Janet Hartley, Council Member
Rick Simpkins, Council Member
Bob Rulen, Council Member
Robert C. Doeffinger, Council Member
Allen Moran, Council Member
C. Keith Sargent, Council Member
Vacant
Vacant

ABSENT:

None.

Brian Billings, Mayor, presided, and Amber Tatterson, acted as City Clerk. The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Mayor then presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISIONS, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA SRF PROGRAM) AND COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 B (WEST VIRGINIA SRF PROGRAM/GREEN), OF THE CITY OF POINT PLEASANT; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, upon motion duly made by Robert C. Doeffinger and seconded by Janet Hartley, it was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Mayor presented a proposed Draw Resolution for the approval of invoices. Thereupon, on motion duly made by Robert C. Doeffinger and seconded by Rick Simpkins, it was unanimously ordered that the said Draw Resolution be adopted.

Next, the Mayor presented a proposed Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, on motion duly made by Robert C. Doeffinger and seconded by C. Keith Sargent, it was unanimously ordered that the said Sweep Resolution be adopted.

*** *** ***

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

[Remainder of Page Intentionally Blank]

CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of The City of Point Pleasant 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 27th day of June, 2013.

City Clerk

711430.00002

AFFP
SEWERAGE PT PLEASANT/Steptoe

Affidavit of Publication

STATE OF WEST VIRGINIA } SS
COUNTY OF MASON }

Charlene Hoeflich, being duly sworn, says:

That she is of the Point Pleasant Register, a daily newspaper of general circulation, printed and published in Point Pleasant, Mason County, West Virginia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

April 30, 2013, May 07, 2013

That said newspaper was regularly issued and circulated on those dates.
SIGNED:

Subscribed to and sworn to me this 7th day of May 2013.

, Tonya Keebaugh Balser, Mason County, West Virginia

My commission expires: May 17, 2017

00043197 60412236 304-353-8180

372-STEPTOE & JOHNSON
PO Box 1588
Charleston, , WV 25326-1588

$ 82.74

TO BE PUBLISHED ON TUESDAY, APRIL 30, 2013 AND
TUESDAY, MAY 7, 2013 IN THE POINT PLEASANT REGISTER
NOTICE OF PUBLIC HEARING ON
THE CITY OF POINT PLEASANT BOND ORDINANCE

A public hearing will be held on the following entitled Ordinance at a regular meeting of the Council of The City of Point Pleasant (the "City") to be held on Monday, May 13, 2013, at 7:00 p.m., at City Hall, 400 Viand Street, Point Pleasant, West Virginia, and at such hearing any person interested may appear before the Council and present protests, and all protests and suggestions shall be heard by the Council and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF POINT PLEASANT AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF POINT PLEASANT OF NOT MORE THAN $4,500,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA SRF PROGRAM) AND NOT MORE THAN $300,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2013 B (WEST VIRGINIA SRF PROGRAM/GREEN); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above entitled Ordinance was approved by the Council on April 8, 2013.

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 (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"); and (ii) to pay certain costs of issuance of the Bonds and related costs. The Bonds are payable solely from revenues to be derived from the ownership and operation of the 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: April 24, 2013.
/s/ Amber Tatterson
City Clerk
4/30 5/7

NOTARIAL SEAL STATE OF OHIO
TONYA KEEBAUGH BALSER
NOTARY PUBLIC
STATE OF OHIO
My Comm. Expires May 17, 2017

WV Municipal Bond Commission
900 Pennsylvania Avenue
Suite 1117
Charleston, WV 25302
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 6/27/2013

ISSUE: The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program)

ADDRESS: 400 Viand Street, Point Pleasant, West Virginia 25550 COUNTY: Mason

PURPOSE OF ISSUE:
New Money: X
Refunding:

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 6/27/2013
CLOSING DATE: 6/27/2013
ISSUE AMOUNT: $3,713,058
RATE: 2.0%; 1.0% Admin Fee
1ST DEBT SERVICE DUE: 12/1/2014
1ST PRINCIPAL DUE: 12/1/2014
1ST DEBT SERVICE AMOUNT see DSS
PAYING AGENT: Municipal Bond Commission

BOND COUNSEL:
Firm: Steptoe & Johnson PLLC
Contact John Stump, Esquire
Phone: (304) 353.8196

UNDERWRITERS COUNSEL
Firm: Jackson Kelly, PLLC
Contact: Samme Gee, Esquire
Phone: (304) 340-1318

CLOSING BANK:
Bank: Peoples Bank
Contact: Amanda Pearce
Phone: 304.675.4480

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact: Brian Billings
Position: Mayor
Phone: 304.675.5989

OTHER:
Agency: WV Department of Environmental Protection
Contact: Rosalie Brodersen
Position: Program Manager
Phone: 304.926.0499 x 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. Func $ ____
____ To Other: ____ $ ____

NOTES: The Series 2013 A Bonds Reserve Account will be funded over 10 years.

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

WV Municipal Bond Commission
900 Pennsylvania Avenue
Suite 1117
Charleston, WV 25302
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 6/27/2013

ISSUE: The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program)

ADDRESS: 400 Viand Street, Point Pleasant, West Virginia 25550 COUNTY: Mason

PURPOSE OF ISSUE:
New Money: X
Refunding: ____

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 6/27/2013
CLOSING DATE: 6/27/2013
ISSUE AMOUNT: $221,299
RATE: 100% forgivable
1ST DEBT SERVICE DUE: 100% forgivable
1ST PRINCIPAL DUE: 100% forgivable
1ST DEBT SERVICE AMOUNT 100% forgivable
PAYING AGENT: Municipal Bond Commission

BOND COUNSEL:
Firm: Steptoe & Johnson PLLC
Contact John Stump, Esquire
Phone: (304) 353.8196

UNDERWRITERS COUNSEL
Firm: Jackson Kelly, PLLC
Contact: Samme Gee, Esquire
Phone: (304) 340-1318

CLOSING BANK:
Bank: Peoples Bank
Contact: Amanda Pearce
Phone: 304.675.4480

ESCROW TRUSTEE:
Firm: ____
Contact: ____
Phone: ____

KNOWLEDGEABLE ISSUER CONTACT
Contact: Brian Billings
Position: Mayor
Phone: 304.675.5989

OTHER:
Agency: WV Department of Environmental Protection
Contact: Rosalie Brodersen
Position: Program Manager
Phone: 304.926.0499 x 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. Func $ ____
____ To Other: ____ $ ____

NOTES: The Series 2013 B Bonds are forgivable. No accounts are established at the Municipal Bond Commission.

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

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

Peoples Bank, Point Pleasant, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of The City of Point Pleasant (the "Issuer") enacted by the Issuer on May 13, 2013, and a Supplemental Resolution adopted by the Issuer on June 10, 2013 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), dated June 27, 2013, in the aggregate principal amount of $3,713,058; and Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), dated June 27, 2013, in the aggregate principal amount of $221,299 (collectively, the "Series 2013 Bonds"), and agrees to serve as Depository Bank in connection with the Series 2013 Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 27th day of June, 2013.

PEOPLES BANK

AVP Treasury Mgmt
Public Funds

Its: Authorized Officer

711430.00002

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

ACCEPTANCE OF DUTIES AS REGISTRAR

The Huntington National Bank, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with The City of Point Pleasant Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), dated June 27, 2013, in the aggregate principal amount of $3,713,058 and Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), dated June 27, 2013, in the aggregate principal amount of $221,299 (collectively, the "Series 2013 Bonds"), and agrees to perform all duties of Registrar in connection with the Series 2013 Bonds, all as set forth in the Bond Legislation authorizing issuance of the Series 2013 Bonds.

WITNESS my signature on this 27th day of June, 2013.

THE HUNTINGTON NATIONAL BANK

By: _____
Its Authorized Officer

711430.00002

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

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 Point Pleasant (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), of the Issuer, dated June 27, 2013, in the principal amount of $3,713,058, numbered AR-1, and the single, fully registered Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), of the Issuer, dated June 27, 2013 in the principal amount of $221,299, numbered BR-1, were registered as to principal and interest, if any, 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 Huntington National Bank, as Registrar.

WITNESS my signature on this 27th day of June, 2013.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

711430.00002

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 27th day of June, 2013, by and between THE CITY OF POINT PLEASANT, 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 $3,713,058 principal amount of Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), and $221,299 principal amount of Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green), in fully registered form (collectively, the "Series 2013 Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted May 13, 2013, and a Supplemental Resolution of the Issuer duly adopted June 10, 2013 (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 2013 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 2013 Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver the Series 2013 Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exclusion of interest on the Series 2013 Bonds from gross income for federal income tax purposes, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's

authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered 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 Point Pleasant
400 Viand Street
Point Pleasant, West Virginia 25550
Attention: Mayor

REGISTRAR: The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate and deliver the Series 2013 Bonds in accordance with the Bond Legislation.

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

[Remainder of Page Intentionally Blank]

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 POINT PLEASANT

_____
Mayor

THE HUNTINGTON NATIONAL BANK
Charleston, West Virginia

By: _____
Its: Authorized Officer

711430.00002

EXHIBIT A

Bond Legislation included in bond transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

(See Attached)

Huntington

Huntington Wealth Advisors
900 Lee Street - 2nd Floor | WE3013 | Charleston, West Virginia 253(

STATEMENT OF REGISTRAR'S FEES
Invoice Date June 27, 2013

The City of Point Pleasant
Account Number 6089001809

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds,
Series 2013 A & B
c/o Katy Mallory
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT
****
FEE CALCULATION FOR June, 2013
****

TOTAL AMOUNT	$ 500.00
TOTAL DUE	**$ 500.00**

MAIL CHECK TO:
THE HUNTINGTON NATIONAL BANK
ATTN: BARRY GRIFFITH – WE3013
PO BOX 633
CHARLESTON, WV 25322-0633

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304) 348-5035

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west virginia department of environmental protection

Division of Water and Waste Management
601 57th Street S.E.
Charleston, WV 25304
Phone: (304) 926-0495
Fax: (304) 926-0496

Earl Ray Tomblin, Governor
Randy C. Huffman, Cabinet Secretary
dep.wv.gov

November 22, 2011

Honorable Brian Billings
Mayor, City of Point Pleasant
400 Viand Street
Point Pleasant, WV 25550

RE: City of Point Pleasant
North Point Pleasant Sanitary Sewer
and Drainage Project
SRF No. C-544082

Dear Mayor Billings:

The plans and specifications for the above referenced project are hereby approved.

This approval DOES NOT constitute authority to advertise for bids. You will be advised by separate letter from this agency as to when such an advertisement can be initiated.

Please be advised it will be necessary to issue an addendum to the contract documents prior to opening of bids to include the current State and Federal Labor Wage Determinations. This and all addenda and revisions to the contract documents must be telefaxed to this office for approval and issued to plan holders five (5) days prior to bid opening. Failure to submit addenda in a timely manner will automatically nullify approval to open bids. Any addenda issued inside the five (5) day period prior to the bid opening must include an automatic extension to the bid opening date of a minimum of seven (7) days.

If any questions arise, please contact Jason Billups, P.E., at (304) 926-0499, ext. 1590.

Sincerely,

Katheryn Emery

Katheryn Emery, P. E.
Program Manager
Clean Water SRF Program

KE/sjb

cc: Mike Davis, P.E., Burgess & Niple, Inc.

CITPOV1 OP ID: AL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/22/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Jim Lively Ins. (Pt. Pleasant)
2118 Jefferson Blvd.
Point Pleasant, WV 25550
Ellen Potter

Phone: 800-207-2739
Fax: 304-675-6225

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Insurance	36137
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Point Pleasant
400 Viand St.
Point Pleasant, WV 25550

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY	X		ZLP14S928612	07/01/2012	07/01/2013	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ EXCLD
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Sewer project, certificate holder is additional insured.

CERTIFICATE HOLDER

WVWDEVA

WV Water Development Authority
1009 Bullitt Street
Charleston, WV 25301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ellen Potter

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STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

Chase Tower, Eighth Floor
P.O. Box 1588
Charleston, WV 25326-1588
(304) 353-8000 (304) 353-8180 Fax
www.steptoe-johnson.com

Writer's Contact Information

CLOSING MEMORANDUM

To: **Financing Team**

From: **John C. Stump, Esquire**

Date: **June 27, 2013**

Re: **The City of Point Pleasant**
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program); and Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B (West Virginia SRF Program/Green)

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1. DISBURSEMENTS TO THE CITY OF POINT PLEASANT

Payor:	West Virginia Department of Environmental Protection
Source:	Series 2013 A Bonds Proceeds
Amount:	$196,718
Form:	Wire
Payee:	The City of Point Pleasant, 400 Viand Street, Point Pleasant, WV 25550
Bank:	Peoples Bank
Routing #:	044202505
Account #:	2105017181
Contact:	Amanda Pearce, 304.675.4480
Account:	Series 2013 Bonds Construction Trust Fund

Payor:	West Virginia Department of Environmental Protection
Source:	Series 2013 B Bonds Proceeds
Amount:	$-0-
Form:	Wire
Payee:	The City of Point Pleasant, 400 Viand Street, Point Pleasant, WV 25550
Bank:	Peoples Bank
Routing #:	044202505
Account #:	2105017181
Contact:	Amanda Pearce, 304.675.4480
Account:	Series 2013 Bonds Construction Trust Fund

711430.00002

CITY OF POINT PLEASANT

RESOLUTION OF THE CITY OF POINT PLEASANT APPROVING INVOICES RELATING TO SERVICES FOR THE SEWER SYSTEM IMPROVEMENT PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the City of Point Pleasant, has reviewed the invoices attached in relation to the Project funded by the West Virginia SRF Program (SRF) and find as follows:

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

b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.

c) That each of such costs has been otherwise properly incurred.

d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED the City of Point Pleasant by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	SRF	SRF/Green
Steptoe & Johnson	19,500.00	19,500.00	0.00
Huntington Bank	500.00	500.00	0.00
Steptoe & Johnson	7,500.00	7,500.00	0.00
Region II	15,000.00	15,000.00	0.00
Future Construction*	154,218.00	154,218.00	0.00
Total	196,718.00	196,718.00	0.00

**First SRF Draw must be at least 5% of total SRF Loan*

ADOPTED BY the City of Point Pleasant on the 10th day of June, 2013

By: _____
Its: Mayor

EP CWSRF PAYMENT REQUISITION FORM

Rev 04/07/09

1. LOAN RECIPIENT/VENDOR:

NAME: City of Point Pleasant

ADDRESS: ~~400 Viand Street~~ P.O. BOX 204

Point Pleasant, WV 26550

FEIN: 55 6000 236

DUNS: 085520039

2. SRF #: C-544082

3. INVOICE NUMBER: 1

4. PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)

FROM: (MO/DAY/YR) TO: (MO/DAY/YR)

5. % of PHYSICAL CONSTRUCTION COMPLETION 0%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY
1) CONSTRUCTION	3,384,849	$ -	154,218.00	154,218.00	154,218
2) EQUPMENT	0	$ -	0.00	0.00	
3) ENGINEERING					
a. Basic	0	$ -	0.00	0.00	
b. Eng. During Const.	72,600	$ -	0.00	0.00	
c. Res. Proj. rep.	125,400	$ -	0.00	0.00	
d. Add'l Services	0	$ -	0.00	0.00	
e. One Year Warranty	2,900	$ -	0.00	0.00	
f. Asset Mgmt Plan	9,200	$ -	0.00	0.00	
4) LEGAL	74,500	$ -	7,500.00	7,500.00	7,500
5) ACCOUNTING	4,908	$ -	0.00	0.00	
6) ADMINISTRATIVE	60,000	$ -	15,000.00	15,000.00	15,000
7) PERMITS	10,000	$ -	0.00	0.00	
8) CONTINGENCY	170,000	$ -	0.00	0.00	
9) DOH BOND	0	$ -	0.00	0.00	
10) CLOSING COSTS	20,000	$ -	20,000.00	20,000.00	20,000
11) SUBTOTAL	3,934,357	$ -	$ 196,718	$ 196,718	196,718
12) LESS PREVIOUSLY PAID				$ -	0
13) INVOICE AMOUNT				$ 196,718	196,718

14) AUTHORIZED SIGNATURE — DATE 6/10/13

Mayor

TYPED OR PRINTED NAME AND TITLE

15) PERSON PREPARING FORM SIGNATURE

Kathy Elliott

TYPED OR PRINTED NAME AND TITLE

AGENCY USE ONLY:

THIS REQUEST APPROVED BY:

WV DEPARTMENT OF ENVIRONMENTAL PROTECTION

PROJECT REVIEWER — DATE 6/11/13

AUTHORIZED OFFICER — DATE 6/12/13

RF - 91

DEBIT CONFIRMATION

Transaction Reference Number:	2013062700002984
Value Date:	06/27/2013
Account Number:	17
Account Name:	STATE OF WEST VIRGINIA OFFICE OF THE ST TREASURER MAIN AC 122 STATE CAPITOL ROOM E CHARLESTON WV 25305
Reference Number:	0627E3QP021C000474
Transaction Posting Time:	2013/06/27 09:44:49

Amount: 196,718.00 Currency: US Dollar

Debit Party Information:	17/ STATE OF WEST VIRGINIA OFFICE OF THE ST TREASURER MAIN AC 122 STATE CAPITOL ROOM E CHARLESTON WV 25305
Sender's Reference:	3243180WTQP
Credit Party Information:	*A/044202505 PEOPLES BANK, NATIONAL ASSOCIATION MARIETTA, OH
Beneficiary Party Information:	81 CITY OF POINT PLEASANT 400 VIAND STREET POINT PLEASANT WV 25550
Originator to Beneficiary Information:	COMBINED WATERWRKS & SEWAGE SYSTEM REV BNDS SERIES 2013A,B WVSRF PRGMC ONTACT: AMANDA PEARCE 304 675-4480

State of West Virginia
WATER DEVELOPMENT AUTHORITY
1009 Bullitt Street, Charleston, WV 25301
(304)414-6500 – (304)414-0865 (Fax)
Internet: www.wvwda.org – Email: contact@wvwda.org

Date 6/26/13 Time 1:00 LGA City of Point Pleasant Program CWSRF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Sheila Miller	WDA	304-414-6500 ext 105	304-414-0865	smiller@wvwda.org
Mark Imbrogno	JK	304-340-1206	304-340-1272	mimbrogno@jacksonkelly.com
Rose Brodersen	DEP	3049260499 x1608	3049260496	rosalie.m.brodersen@wv.gov
Summe Gee	Jackson Kelly PLLC	304 340 1318	304 340 1272	sgee@jacksonkelly.com
John Stump	Steptoe & Johnson PLLC	304.353.8196	304.353.8181	john.stump@steptoe-johnson.com
Katy Mallory	Steptoe & Johnson	304 353 8161	304 353 8181	katy.mallory@steptoe-johnson.com

The Authority requests that they 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 Amber Tatterson, City Clerk Telephone 304-340-3426 E-Mail N/A

Address 400 Viand Street, Point Pleasant WV 25550

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 Non-Arbitrage 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.

SWEEP RESOLUTION

WHEREAS, The City of Point Pleasant (the "Issuer") is a governmental body and political subdivision of West Virginia;

WHEREAS, the Issuer has issued bonds, as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Bonds");

WHEREAS, the Issuer makes monthly debt service payments on the Bonds by check to the West Virginia Municipal Bond Commission (the "MBC") which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

WHEREAS, the MBC may accept such monthly payments by electronic funds transfer thereby eliminating delay in payments and lost checks;

WHEREAS, Pursuant to Chapter 13, Article 3, Section 5a, the MBC has established fees for its services (the "MBC Fee");

WHEREAS, the Issuer find and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic transfer with the State Treasurer **sweeping** the Issuer's account.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1) The monthly debt service payments on the Bonds, as set forth in Exhibit A, shall be made to the MBC by electronic transfer by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.

2) The Mayor and City Clerk are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.

3) This resolution shall be effective immediately upon adoption.

Adopted this 10th day of June, 2013.

MAYOR

Amber Patterson

CITY CLERK

WEST VIRGINIA
Water Development Authority
Celebrating 37 Years of Service ***1974 - 2013***

June 27, 2013

The City of Point Pleasant
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A
(West Virginia SRF Program); and
Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 B
(West Virginia SRF Program/Green)

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Griffith & Associates, PLLC, the independent certified public accountants and an opinion of Steptoe & Johnson PLLC, bond counsel, that the coverage and parity tests have been met, the undersigned duly authorized representative of the West Virginia Water Development Authority (the "Authority"), the Registered Owner of the entire Outstanding aggregate principal amount of the Series 1989 A Bonds and Series 1989 B Bonds, hereinafter defined and described, hereby consents to the issuance of the Combined Waterworks and Sewerage System Revenue Bonds, Series 2013 A (West Virginia SRF Program), in the original aggregate principal amount of $3,713,058, (the "Series 2013 A Bonds"), by The City of Point Pleasant (the "Issuer"), under the terms of the Ordinance authorizing the Series 2013 A Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 A (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $1,837,600 (the "Series 1989 A Bonds"), and senior and prior to the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B (West Virginia Water Development Authority), dated June 27, 1989, issued in the original aggregate principal amount of $272,400 (the "Series 1989 B Bonds").

WEST VIRGINIA WATER DEVELOPMENT
AUTHORITY

By: Sheila A. Miller
Its: Authorized Representative

1009 Bullitt Street, Charleston, WV 25301
Phone (304) 414-6500 / fax (304) 414-0865
www.wvwda.org

Sewer

CITY OF POINT PLEASANT

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 A AND SERIES 1989 B and INTERIM CONSTRUCTION FINANCING

BOND AND NOTES ORDINANCE

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CITY OF POINT PLEASANT

ORDINANCE

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS FOR THE SEWERAGE PORTION OF THE EXISTING COMBINED PUBLIC WATERWORKS AND SEWERAGE FACILITIES OF THE CITY OF POINT PLEASANT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $2,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 A, NOT MORE THAN $500,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 B, AND NOT MORE THAN $6,000,000 INTERIM CONSTRUCTION FINANCING, CONSISTING OF BOND ANTICIPATION NOTES, GRANT ANTICIPATION NOTES OR A LINE OF CREDIT EVIDENCED BY NOTES OR ANY COMBINATION OF THE FOREGOING; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS AND NOTES; AUTHORIZING EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE NOTES; APPROVING AND RATIFYING A LOAN AGREEMENT AND SUPPLEMENTAL LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND NOTES AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF POINT PLEASANT:

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 adopted pursuant to the provisions of Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law.

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

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

B. The Issuer presently owns and operates 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 constructed certain additions, betterments and improvements for the existing sewerage facilities portion of such system, consisting of acquisition and construction of a new wastewater treatment plant and upgrading of pumping stations, together with all appurtenant facilities and that there be performed certain engineering studies relating to such sewerage facilities (collectively, the "Project") which constitute properties for the collection and transportation of liquid or solid wastes, sewage or industrial wastes (the existing combined waterworks and sewerage facilities of the Issuer, the Project and any further additions thereto or extensions thereof is herein called the "System") at an estimated cost of $4,330,683, in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

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

D. 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 $2,500,000 in two series, being the Series 1989 A Bonds in the aggregate principal amount of not more than $2,000,000, and the Series 1989 B Bonds in the aggregate principal amount of not more than $500,000 (collectively, the "Original Bonds"), and (at the option of the Issuer) to issue its sewerage system bond anticipation notes prior to issuance of the Original Bonds and contemporaneously therewith, or as soon as practicable thereafter, to issue its sewerage system grant anticipation notes, and/or a note or notes evidencing a line of credit, or any combination of the foregoing (collectively, the "Notes") in the aggregate principal amount of not more than $6,000,000 to temporarily finance costs of construction and acquisition of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Notes during the term thereof and upon the Bonds prior to and during construction or acquisition and

for a period not exceeding 6 months after completion of construction of the Project; amounts which may be deposited in the Reserve Accounts; engineering and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise, administrative expense, commitment fees, fees of the Authority (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Bonds and Notes and such other expenses as may be necessary or incidental to the financing herein authorized, the construction or acquisition of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof, including, with respect to the Notes, any fees for the providing of a letter of credit, as hereinafter defined, and any costs of obtaining insurance thereon; provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Bonds or Notes or the repayment of indebtedness incurred by the Issuer for such purposes, shall be deemed Costs of the Project, as hereinafter defined.

E. The period of usefulness of the System after completion of the Project is not less than 40 years.

F. It is in the best interests of the Issuer that its Original Bonds be sold to the Authority (as hereinafter defined) pursuant to the terms and provisions of a loan agreement and a supplemental loan agreement to be entered into between the Issuer and the Authority, in form satisfactory to the Issuer and the Authority, as shall be approved by supplemental resolution.

G. There is an outstanding obligation of the Issuer which will rank on a parity with the Series 1989 A Bonds and which will rank senior and prior to the Series 1989 B Bonds as to lien and source of and security for payment, being the Water and Sewer Revenue Bond, Series 1976, dated May 3, 1978, issued in the original aggregate principal amount of $1,870,000, of which $1,841,243 remains outstanding as of the date of enactment of this Ordinance (the "Prior Bonds").

The Series 1989 A Bonds shall be issued on a parity with the Prior Bonds with respect to lien, pledge and in all other respects. The Series 1989 B Bonds shall be issued junior and subordinate to the Prior Bonds and the Series 1989 A Bonds as set forth herein. The Grant Anticipation Notes, if issued, will not be payable from the Net Revenues, but shall be payable from Grant Receipts, Surplus Revenues and proceeds of a letter of credit, if any, all as shall be set forth in the Indenture or the Supplemental Resolution authorizing the Notes.

The Bond Anticipation Notes, if issued, will be payable from the proceeds of the Bonds and Net Revenues, if necessary, all as shall be set forth in the Indenture or the Supplemental Resolution authorizing the Notes.

H. The Issuer has complied with all requirements of West Virginia law relating to authorization of the construction, acquisition and operation of the Project and issuance of the Bonds and the Notes, or will have so complied prior to issuance of any thereof, including, among other things, the obtaining of a Certificate of Convenience and Necessity from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Bonds or any of the Notes or such final order will not be subject to appeal.

I. The Issuer is a governmental unit which has general taxing powers to finance operations of or facilities of the nature of the Project and System, and the Issuer, all subordinate entities, all entities which issue obligations on behalf of the Issuer, and all entities formed or, to the extent provided under Section 148 of the Code, herein defined, availed of, to avoid the purposes of Section 148(f)(4)(C) of the Code and all other entities benefiting thereby reasonably expect to issue less than $5,000,000 aggregate principal amount of tax-exempt obligations during the calendar year in which the Notes or the Bonds are to be issued.

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

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

"Act" means Chapter 8, Article 20 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 of the Original Bonds, or any other agency of the State of West Virginia that succeeds to the functions of the Authority.

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

"Bond Construction Trust Fund" means the Bond Construction Trust Fund established by Section 5.01 hereof.

"Bondholder," "Holder of the Bonds," "Holder" 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 and Notes Ordinance" or "Local Act" means this Bond and Notes 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.

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

"Bonds" means the Original Bonds, and any bonds on a parity therewith authorized to be issued hereunder.

"Closing Date" means the date upon which there is an exchange of the Bonds for the proceeds representing the purchase of the Bonds by the Authority.

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

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

"Consulting Engineers" means Dunn Engineers, Inc., Charleston, West Virginia, or any engineer or firm of engineers that shall at any time hereafter be retained by the Issuer as Consulting Engineers for the System.

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

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

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

"EPA Grant" means the grant from the EPA pursuant to the commitment therefor.

"Excess Investment Earnings" means an amount equal to the sum of:

(A) The excess of

(i) The aggregate amount earned from the Closing Date on all Nonpurpose Investments in which Gross Proceeds of the Series 1989 A Bonds are invested [other than amounts attributable to an excess described in this clause (A) of this definition of Excess Investment Earnings], over

(ii) The amount that would have been earned if the Yield on such Nonpurpose Investments [other than amounts attributable to an excess described in this clause (A) of this definition of Excess Investment Earnings] had been equal to the Yield on the Series 1989 A Bonds, plus

(B) Any income attributable to the excess described in clause (A) of this definition of Excess Investment Earnings.

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

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

"Governing Body" means the council of the Issuer, as may hereafter be constituted.

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

"Grant Agreement" means a written commitment for the payment of the EPA Grant or any of the Other Grants, specifying the amount of such Grant, the terms and conditions upon which such Grant is made and the date or dates or event or events upon which such Grant is to be paid to the Issuer; provided that, "EPA Grant Agreement" means only the Grant Agreement relating to the EPA Grant and "Other Grant Agreements" means only those Grant Agreements relating to the Other Grants.

"Grant Receipts" means all moneys received by the Issuer on account of any Grant after the date of issuance of any grant anticipation notes; provided that "EPA Grant Receipts" means only Grant Receipts on account of the EPA Grant, and "Other Grant Receipts" means only Grant Receipts on account of any or all of the Other Grants.

"Grants" means, collectively, the EPA Grant and the Other Grants, as hereinafter defined.

"Gross Proceeds," except as otherwise provided in the Regulations, means the sum of the following amounts:

(i) Original proceeds, namely, net amounts received by or for the Issuer as a result of the sale of the Series 1989 A Bonds, excluding original proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Series 1989 A Bonds;

(ii) Investment proceeds, namely, amounts received at any time by or for the Issuer, such as interest and dividends, resulting from the investment of any original proceeds (as referenced in clause (i) above) or investment proceeds (as referenced in this clause (ii)) in Nonpurpose Investments, increased by any profits and decreased (if necessary, below zero) by any losses on such investments, excluding investment proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Series 1989 A Bonds;

(iii) Transferred proceeds, namely, original proceeds of any prior obligations, and interest earnings and profits less losses resulting from investment of such original proceeds in Nonpurpose Investments, which are used to discharge the outstanding principal of any prior bonds and which are deemed to become proceeds of the Series 1989 A Bonds ratably as original proceeds of the Series 1989 A Bonds, and interest earnings and profits resulting from investment of such original proceeds in Nonpurpose Investments, which are used to discharge the outstanding principal of any such prior obligations, all on the date of such ratable discharge;

(iv) Sinking fund proceeds of the Series 1989 A Bonds, namely, amounts, other than original proceeds, investment proceeds or transferred proceeds (as referenced in clauses (i) through (iii) above) of the Series 1989 A Bonds, which are held in any fund to the extent that the Issuer reasonably expects to use such fund to pay Debt Service on the Series 1989 A Bonds;

(v) Amounts in the Reserve Accounts and in any other fund established as a reasonably required reserve or replacement fund with respect to the Series 1989 A Bonds;

(vi) Investment Property pledged as security for payment of Debt Service on the Series 1989 A Bonds by the Issuer;

(vii) Amounts, other than as specified in this definition, used to pay Debt Service on the Series 1989 A Bonds;

(viii) Amounts received as a result of investing amounts described in this definition; and

(ix) Such other amounts designated as Gross Proceeds under the Code and/or Regulations and not set forth hereinbefore in this definition of Gross Proceeds.

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

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

"Indenture" or "Trust Indenture" means the Trust Indenture which may, at the Issuer's option, be entered into between the Issuer and the Trustee relating to the Notes and all supplements or amendments thereto.

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

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

"Issuer" means the City of Point Pleasant, in Mason County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" shall mean, collectively, the Loan Agreement and the Supplemental Loan Agreement, to be entered into between the Authority and the Issuer providing for the purchase of the Original 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.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 1989 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds deposited in the Series A Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 1989 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the Gross Proceeds of the Bonds and is not acquired in order to carry out the governmental purpose of the Bonds.

"Noteholder," "Holder of the Notes" or any similar term means the person, whenever used herein with respect to an outstanding Note or Notes, in whose name such Note is registered.

"Notes" means collectively, the not more than $6,000,000 in aggregate principal amount of sewerage system bond anticipation notes, grant anticipation notes or notes evidencing a line of credit originally authorized hereby which may be issued by the Issuer, the terms of which shall be set forth in a Supplemental Resolution, and unless the context clearly indicates otherwise, the terms "Notes" includes any refunding Notes of the Issuer.

"Notes Construction Trust Fund" means the Notes Construction Trust Fund which may be established by the Indenture.

"Notes Debt Service Fund" means the Notes Debt Service Fund which may be established by the Indenture.

"Notes Registrar" means the bank to be designated as such in the Indenture or the Supplemental Resolution and its successors and assigns.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the Costs, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar, Paying Agent and the Trustee (all as herein defined), other than those

capitalized as part of the Costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds or Notes, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Original Bonds" or "Bonds originally authorized hereby" or similar phrases mean, collectively, the not more than $2,000,000 in aggregate principal amount of Series 1989 A Bonds and the not more than $500,000 in aggregate principal amount of Series 1989 B Bonds, issued for the purpose of paying a portion of the Costs of the Project and for such other purposes permitted and authorized by this Bond Legislation.

"Original Notes Purchaser" means, in the event Notes are issued, the original purchaser of such Notes, as shall be named in the Supplemental Resolution, and, in the event a note or notes evidencing a line of credit are issued, such bank or banks as shall be named in a resolution supplemental hereto.

"Other Grants" means any other grant other than the EPA Grant hereafter received by the Issuer to aid in financing any Costs.

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

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

"Paying Agent" means the bank or banks or other entity designated as such for the Bonds and/or the Notes in the Indenture or in the Supplemental Resolution or such entity or authority as may be designated by the Issuer.

"Prior Bond" means the Water and Sewer Revenue Bond, Series 1976 of the Issuer, dated May 3, 1978, issued in the original principal amount of $1,870,000, of which $1,841,243 remains outstanding as of the date of enactment of this Ordinance.

"Prior Ordinance" means the ordinance of the Issuer enacted May 2, 1977, authorizing the Prior Bonds.

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

"Program" means the Authority's loan program, under which the Authority purchases the water development revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of water development revenue bonds of the Authority.

"Project" means the acquisition and construction of certain additions, betterments and improvements for the existing sewerage facilities portion of the combined waterworks and sewerage system of the Issuer, consisting generally of a new wastewater treatment plant and upgrading of pumping stations, together with all appurtenant facilities, and the performance of certain engineering studies relating to such sewerage facilities.

"Purchase Price," for the purpose of computation of the Yield of the Series 1989 A Bonds, has the same meaning as the term "issue price" in Sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Series 1989 A Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or

wholesalers) at which price a substantial amount of the Series 1989 A Bonds of each maturity is sold or, if the Series 1989 A Bonds are privately placed, the price paid by the first buyer of the Series 1989 A Bonds or the acquisition cost of the first buyer. "Purchase Price," for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Series 1989 A Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Series 1989 A Bonds.

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

(a) Government Obligations;

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

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

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

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation,

shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

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

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

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

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

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

"Registrar" means as appropriate, either the Bond Registrar or the Notes Registrar or both.

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

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

"Series 1989 A Bonds" or "Series A Bonds" means the not more than $2,000,000 in aggregate principal amount of Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 A, of the Issuer.

"Series 1989 A Bonds Reserve Account" means the Series 1989 A Bonds Reserve Account established in the Series 1989 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1989 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 1989 A Bonds in the then current or any succeeding year.

"Series 1989 A Bonds Sinking Fund" means the Series 1989 A Bonds Sinking Fund established by Section 5.02 hereof.

"Series 1989 B Bonds" or "Series B Bonds" means the not more than $500,000 in aggregate principal amount of Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B, of the Issuer.

"Series 1989 B Bonds Reserve Account" means the Series 1989 B Bonds Reserve Account established in the Series 1989 B Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1989 B Bonds Reserve Requirement" means, as of the date of calculation, the maximum amount of principal which will become due on the Series 1989 B Bonds in the then current or any succeeding year.

"Series 1989 B Bonds Sinking Fund" means the Series 1989 B Bonds Sinking Fund established by Section 5.02 hereof.

"State" means the State of West Virginia.

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

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds, the Prior Bonds or any other obligations of the Issuer, including the Depreciation Account and the Reserve Accounts, the proceeds of which Bonds or other obligations are to be used to pay Costs of the Project.

"System" means the combined waterworks and sewerage system of the Issuer, the sewerage facilities portion of which constitute public service properties for the collection, treatment, purification or disposal of liquid or solid wastes, sewage or industrial wastes, and any improvements or extensions thereto hereafter constructed or acquired from any sources whatsoever, and includes the Project.

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

"Trustee" means the banking institution designated as trustee for the Noteholders under the Indenture, if any, its successors and assigns.

"Yield" means that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Investments which require payments in a form not characterized as principal and interest) on a Nonpurpose Investment or on the Series 1989 A Bonds produces an amount equal to the Purchase Price of such Nonpurpose Investment or the Bonds, all computed as prescribed in applicable Regulations.

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

ARTICLE II

AUTHORIZATION OF CONSTRUCTION AND ACQUISITION OF THE PROJECT

Section 2.01. Authorization of Construction and Acquisition of the Project. There is hereby authorized the construction and acquisition of the Project, at an estimated cost of $4,330,683, 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 Notes and the Bonds hereby authorized shall be applied as provided in the Indenture, if any, and Article VI hereof, respectively.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 1989 A Bonds, funding a reserve account for each series of Original Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Original Bonds and related costs, or any of such purposes, as determined by the Supplemental Resolution, there shall be issued negotiable Original Bonds of the Issuer, in an aggregate principal amount of not more than $2,500,000. Said Bonds shall be issued in two series, to be designated respectively, "Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 A," in the aggregate principal amount of not more than $2,000,000, and "Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B," in the aggregate principal amount of not more than $500,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. Such Bonds shall be issued contemporaneously with or prior to issuance of the Grant Anticipation Notes, if any. The proceeds of the Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Bond Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Bonds shall bear interest at such rate or rates, not exceeding the then legal maximum, payable semiannually 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. The Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Bonds shall be paid by check or draft of the Paying Agent mailed to the registered owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Original Bonds shall be issued in the form of a single bond for each series, fully registered to the Authority, with 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 Bonds of each series shall be exchangeable at the option and expense of the Holder for other fully

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

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

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

Section 3.04. Authentication and Registration. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.09 shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting any of said Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of

negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Bonds remain outstanding, the Issuer, through the Bond Registrar, shall keep and maintain books for the registration and transfer of the Bonds.

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

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

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified

as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The 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 and amounts, if any, in the respective Reserve Accounts. No holder or holders of any of the Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of all the Series 1989 A Bonds shall be secured forthwith equally and ratably with each other, by a first lien on the Net Revenues derived from the System, on parity with the lien on Net Revenues in favor of the Holders of the Prior Bonds. The payment of the debt service of all the Series 1989 B Bonds shall also be secured forthwith equally and ratably with each other by a lien on the Net Revenues derived from the System, but junior and subordinate to the lien on such Net Revenues in favor of the Holders of the Prior Bonds and the Series 1989 A Bonds. Such Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Bonds and to make the payments into the Sinking Funds, the Reserve Accounts therein and the Renewal and Replacement Fund, hereinafter established, are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due.

Section 3.09. Form of Original Bonds. The text of the 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 1989 A Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF POINT PLEASANT
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND,
SERIES 1989 A

No. AR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF POINT PLEASANT, a municipal corporation and political subdivision of the State of West Virginia in Mason 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 _____ ($_____), in installments on October 1 of each year (except for the final installment due April 1, 2029) as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference with interest on each installment at the rate per annum set forth on said Exhibit A.

The interest rate on each installment shall run from the original date of delivery of this Bond to the Authority and payment therefor, and until payment of such installment, and such interest shall be payable on April 1 and October 1 in each year, beginning October 1, 1989. 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"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar") on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed

by, and otherwise in compliance with, the Loan Agreement between the Issuer and the Authority, dated _____, 1989.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements for the sewerage facilities portion of the existing 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 combined waterworks and sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto is 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 of the West Virginia Code of 1931, as amended (the "Act"), and an Ordinance duly enacted by the Issuer on _____, 1989 and a Supplemental Resolution duly adopted by the Issuer on _____, 1989 (collectively called the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

This Bond is issued concurrently with the Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B, of the Issuer (the "Series 1989 B Bonds"), issued in the aggregate principal amount of $_____, which Series 1989 B Bonds are junior and subordinate with respect to liens and sources of and security for payment to the Bonds.

THIS BOND IS ON A PARITY WITH RESPECT TO LIENS, PLEDGES AND SOURCES OF AND SECURITY FOR PAYMENT TO THE ISSUER'S WATER AND SEWER BOND, SERIES 1976, DATED MAY 3, 1978, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,870,000 (THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the Prior Bonds, moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 1989 A Bonds Reserve Account"), and unexpended proceeds of the Bonds and the Series 1989 B Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning

of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 1989 A Bonds Reserve Account and unexpended proceeds of the Bonds and the Series 1989 B Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Bonds, the Series 1989 B Bonds, and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Bonds or the Series 1989 B Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 1989 A 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 the Series 1989 B Bonds and any other obligations outstanding prior to or on a parity with the Bonds or the Series 1989 B Bonds, including the Prior 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 Bond Registrar duly executed by the registered owner or its attorney duly authorized in writing.

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

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, 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 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.

IN WITNESS WHEREOF, the CITY OF POINT PLEASANT has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated _____, 1989.

[SEAL]

_____
Mayor

ATTEST:

_____
Recorder

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1989 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____

ONE VALLEY BANK, NATIONAL ASSOCIATION,
as Registrar

By _____
Its Authorized Officer

EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

(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 1989 B Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF POINT PLEASANT
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND,
SERIES 1989 B

No. BR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF POINT PLEASANT, a municipal corporation and political subdivision of the State of West Virginia in Mason 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 _____ ($_____), in annual installments on October 1 of each year (except for the final installment due April 1, 2029) as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference, without interest.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Supplemental Loan Agreement between the Issuer and the Authority, dated _____, 1989.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements for the sewerage facilities portion of the existing 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 combined waterworks and sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto is 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 of the West Virginia Code of 1931, as amended (the "Act"), and an Ordinance duly enacted by the Issuer on _____, 1989 and a Supplemental Resolution duly adopted by the Issuer on _____, 1989 (collectively called the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS JUNIOR AND SUBORDINATE WITH RESPECT TO LIENS, PLEDGES AND SOURCES OF AND SECURITY FOR PAYMENT TO CERTAIN OUTSTANDING COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS OF THE ISSUER AS FOLLOWS:

(i) WATER AND SEWER REVENUE BOND, SERIES 1976, DATED MAY 3, 1978, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,870,000 (THE "PRIOR BONDS"); AND

(ii) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 A, ISSUED CONCURRENTLY HEREWITH IN THE AGGREGATE PRINCIPAL AMOUNT OF $_____ AND DESCRIBED IN THE BOND LEGISLATION (THE "SERIES 1989 A BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System after there has first been paid from said Net Revenues all payments then due and owing on account of the Prior Bonds and the Series 1989 A Bonds, all moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 1989 B Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the moneys in the Series 1989 B Bonds Reserve Account and unexpended Bond proceeds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other

revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, the Series 1989 A Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity therewith, including the Prior Bonds, provided however, that so long as there exists in the Series 1989 B Bonds Reserve Account and the reserve account established for the Series 1989 A Bonds, respectively, amounts at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds and the Series 1989 A Bonds in the then current or any succeeding year, and any reserve account for any such prior or parity obligations, including the Prior Bonds, is funded at least at the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law, shall be applied solely to the payment of the Costs of the Project described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owners of the Bonds, which lien is subordinate to the lien in favor of the registered owners of the Series 1989 A Bonds.

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 have existed, 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 revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

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

IN WITNESS WHEREOF, the CITY OF POINT PLEASANT has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Recorder, and has caused this Bond to be dated _____, 1989.

[SEAL]

_____
Mayor

ATTEST:

_____
Recorder

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1989 B 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: _____

ONE VALLEY BANK, NATIONAL ASSOCIATION,
as Registrar

By _____
Its Authorized Officer

EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

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

Section 3.11. "Amended Schedule A" Filing; Tender of Series 1989 B Bonds. Upon completion of acquisition and construction of the Project, the Issuer will file with the Authority a schedule in substantially the form of the "Amended Schedule A" to the Loan Agreement, setting forth the actual costs of the Project and sources of funds therefor. In the event such schedule reflects an excess of funding for the Project, or if the Authority is otherwise advised of an excess, the Authority may tender the Series 1989 B Bonds to the Issuer for payment in an amount equal to such excess. Notwithstanding the foregoing, if the Issuer has Notes outstanding upon completion of construction of the Project, it will advise the Authority of such fact and submit a second schedule to the Authority upon payment of such Notes, and the Authority will not tender its Series 1989 B Bonds for payment until the outstanding Notes have been paid.

ARTICLE IV

INTERIM CONSTRUCTION FINANCING

Section 4.01. Authorization and General Terms. In order to pay certain Costs of the Project pending receipt of the Grant Receipts or issuance of the Bonds, the Issuer may issue and sell its Notes in an aggregate principal amount not to exceed $6,000,000. The Notes may be in the form of bond anticipation notes, grant anticipation notes or as evidence of a line of credit from a commercial bank or other lender, at the discretion of the Issuer, and as shall be set forth in a resolution supplemental hereto. The Notes shall bear interest from the date or dates, at such rate or rates, payable on such dates and shall mature on such date or dates and be subject to such prepayment or redemption, all as provided in the Indenture or supplemental resolution, as applicable.

Section 4.02. Terms of and Security for Notes; Trust Indenture. The Notes, if issued, shall be issued in fully registered form, in the denominations, with such terms and secured in the manner set forth in the Indenture, if applicable (which Indenture in the form to be executed and delivered by the Issuer shall be approved by a supplemental resolution), or supplemental resolution, if no Indenture is used.

Section 4.03. Notes are Special Obligations. The Notes shall be special obligations of the Issuer payable as to principal and interest solely from proceeds of the Bonds or the Net Revenues (if issued in the form of bond anticipation notes) or the Grant Receipts, the Surplus Revenues, the letter of credit proceeds and other sources described in the Indenture or supplemental resolution (if issued in the form of grant anticipation notes or a line of credit). The Notes do not and shall not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions. The general funds of the Issuer are not liable, and neither the full faith and credit nor the taxing power of the Issuer is pledged for the payment of the Notes. The Holders of the Notes shall never have the right to compel the forfeiture of any property of the Issuer. The Notes shall not be a debt of the Issuer, nor a legal or equitable pledge, charge, lien or encumbrance upon any property of the Issuer or upon any of its income, receipts or revenues except as set forth in the Indenture and the Supplemental Resolution.

Section 4.04. Letters of Credit. As additional security for any Notes, the Issuer may obtain a letter or letters of credit from a bank or banks, pursuant to which such bank or banks would agree to pay to the Trustee, upon presentation by the Trustee of certain

certificates, the sum or sums set forth therein but not to exceed $1,500,000 in the aggregate. In the event of a draw under any such letter of credit, the Issuer shall issue its refunding notes to the bank issuing such letter of credit. Any such letter or letters of credit shall be authorized and shall have such terms as shall be set forth in a resolution supplemental hereto.

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 created (or continued if previously established by the Prior Ordinance) with and shall be held by the Depository Bank separate and apart from all other funds or accounts of the Depository Bank and from each other:

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

(2) Operation and Maintenance Fund (established by the Prior Ordinance);

(3) Prior Bonds Reserve Account (established by the Prior Ordinance);

(4) Depreciation Account (established by the Prior Ordinance);

(5) Renewal and Replacement Account; and

(6) Bond Construction Trust Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby established with the Commission:

(1) Series 1989 A Bonds Sinking Fund;

(a) Within the Series 1989 A Bonds Sinking Fund, the Series 1989 A Bonds Reserve Account.

(2) Series 1989 B Bonds Sinking Fund;

(a) Within the Series 1989 B Bonds Sinking Fund, the Series 1989 B Bonds Reserve Account.

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

(1) The Issuer shall first each month transfer from the Revenue Fund to the Operation and Maintenance Fund the amount necessary and sufficient to pay current Operating Expenses.

(2) The Issuer shall next, each month (i) transfer from the Revenue Fund and pay to the "National Finance Office" designated in the Prior Bonds the amount required to pay the interest on the Prior Bonds and to amortize the principal of the Prior Bonds over the life of such Bond issue, (ii) on the first day of each month, commencing 7 months prior to the first date of payment of interest on the Series 1989 A Bonds for which interest has not been capitalized, apportion and set apart out of the Revenue Fund and remit to the Commission, for deposit in the Series 1989 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on said Series 1989 A Bonds on the next ensuing semiannual interest payment date; provided, that, in the event the period to elapse between the date of such initial deposit in the Series 1989 A Bonds Sinking Fund and the next semiannual interest payment date is less than 7 months, then such monthly payments shall be increased proportionately to provide, one month prior to the next semiannual interest payment date, the required amount of interest coming due on such date, and (iii) on the first day of each month, commencing 13 months prior to the first date of payment of principal on the Series 1989 A Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1989 A Bonds Sinking Fund, a sum equal to 1/12th of the amount of principal which will mature and become due on said Series 1989 A Bonds on the next ensuing principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1989 A Bonds Sinking Fund and the next annual principal payment date is less than 13 months then such monthly payments shall be increased proportionately to provide, one month prior to the next annual principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next (i) by the 15th day of each month, transfer from the Revenue Fund to the Prior Bonds Reserve Account, 1/120 of the maximum amount of principal and interest becoming due on the Prior Bonds in any year until the amount in the Prior Bonds Reserve Account equals such maximum annual aggregate amount of principal and interest, (ii) on the first day of each month, commencing

13 months prior to the first date of payment of principal of the Series 1989 A Bonds, if not fully funded upon issuance of the Series 1989 A Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1989 A Bonds Reserve Account, an amount equal to 1/120 of the Series 1989 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 1989 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 1989 A Bonds Reserve Requirement.

(4) The Issuer shall next, each month, transfer from the Revenue Fund the moneys then remaining in the Revenue Fund and shall deposit the same in the Depreciation Fund heretofore established by the Prior Ordinance until there has been accumulated therein the sum of $115,000, and thereafter such sums as shall be required to maintain such amount therein. Moneys in the Depreciation Fund shall be used by the Issuer first to make up any deficiencies for the payment of principal of and interest on the Prior Bonds or the Series 1989 A Bonds as the same become due, and next to restore to the Prior Bonds Reserve Account or the Series 1989 A Bonds Reserve Account any sum or sums transferred therefrom to pay the principal or interest on the Prior Bonds or the Series 1989 A Bonds. Thereafter, and provided that payments of installments of the Prior Bonds and the Series 1989 A Bonds and into the Reserve Accounts therefor are current and in accordance with the foregoing provisions, moneys in the Depreciation Fund may be withdrawn by the Issuer and used for extensions, replacements and improvements for the System, or any part thereof.

(5) From the moneys remaining in the Revenue Fund, the Issuer shall next, on the first day of each month, transfer to the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in the Prior Bonds Reserve Account or the Series 1989 A Bonds Reserve Account [except to the extent such deficiency exists because the required payments into such account have not, as of the date of

determination of a deficiency, funded such account to the maximum extent required by Subsection 5.03(a)(3)] shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

(6) The Issuer shall next, on the first day of each month, commencing 13 months prior to the first date of payment of principal on the Series 1989 B Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1989 B Bonds Sinking Fund, a sum equal to 1/12th of the amount of principal which will mature and become due on said Series 1989 B Bonds on the next ensuing principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1989 B Bonds Sinking Fund and the next annual principal payment date is less than 13 months then such monthly payments shall be increased proportionately to provide, one month prior to the next annual principal payment date, the required amount of principal coming due on such date.

(7) The Issuer shall next, on the first day of each month, commencing 13 months prior to the first date of payment of principal of the Series 1989 B Bonds, if not fully funded upon issuance of the Series 1989 B Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1989 B Bonds Reserve Account, an amount equal to 1/120 of the Series 1989 B Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 1989 B 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 1989 B Bonds Reserve Requirement.

Moneys in the Series 1989 A Bonds Sinking Fund and the Series 1989 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the respective series of Bonds as the same shall become due. Moneys in the Series 1989 A Bonds Reserve Account and the Series 1989 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the respective series of Bonds, as the same shall come due, when other moneys in the attendant Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the several Sinking Funds and Reserve Accounts shall be returned, not

less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Bond Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payments, if any, due on the respective Series of Bonds, and then to the next ensuing principal payments due thereon.

Any withdrawals from the Series 1989 A Bonds Reserve Account which result in a reduction in the balance of the Series 1989 A Bonds Reserve Account to below the Series 1989 A Bonds Reserve Requirement shall be subsequently restored from the first Gross Revenues available after all required payments to the Prior Bonds Sinking Funds and the Series 1989 A Bonds Sinking Fund for payment of debt service on the Prior Bonds and the Series 1989 A Bonds have been made in full.

Any withdrawals from the Series 1989 B Bonds Reserve Account which result in a reduction in the balance of the Series 1989 B Bonds Reserve Account to below the Series 1989 B Bonds Reserve Requirement shall be subsequently restored from the first Gross Revenues available after all required payments to the Prior Bonds Sinking Funds, the Series 1989 A Bonds Sinking Fund, the Series 1989 A Bonds Reserve Account, the Depreciation Account and the Series 1989 B Bonds Sinking Fund have been made in full.

As and when additional Bonds ranking on a parity with the Bonds are issued, provision shall be made for additional payments into the respective Sinking Fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate Reserve Account in an amount equal to the maximum provided and required to be paid into the concomitant Sinking Fund in any year for account of the Bonds of such series, including such additional Bonds which by their terms are payable from such Sinking Fund.

The Issuer shall not be required to make any further payments into the Series 1989 A Bonds Sinking Fund, or the Series 1989 B Bonds Sinking Fund or into the Reserve Accounts therein when the aggregate amount of funds in said respective Sinking Funds and Reserve Accounts are at least equal to the aggregate principal amount of the respective Bonds issued pursuant to this Bond Legislation then

Outstanding and all interest to accrue until the respective maturities thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Sinking Funds created hereunder, and all amounts required for said Sinking Funds shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein.

The payments into the Sinking Funds shall be made on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday then such payments shall be made on the next succeeding business day, 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.

Moneys in the Reserve Accounts shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

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

B. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in said Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into the Sinking Funds, including the Reserve Accounts therein and the Sinking Funds established for the Prior Bonds, and the Depreciation Account 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, including, but not limited to, payment to the Trustee for deposit in the Notes Debt Service Fund.

C. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay the Depository Bank's charges and the Paying Agent fees then due.

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

E. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03 and the Net Revenues shall be applied to such deficiencies before being applied to any other payments hereunder; and provided further, that all payments to be made on a parity basis shall, in the event that revenues or other funds are insufficient therefor, be made pro-rata, in accordance with the Outstanding principal amounts of each respective issue of bonds.

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

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

H. All Tap Fees shall be deposited by the Issuer, as received, in the Bond Construction Trust Fund, and following completion of the Project, shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System, provided that, in the event Notes are issued, Tap Fees may, with the written consent of the Authority be deposited otherwise.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

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

A. From the proceeds of the Series 1989 A Bonds, there shall first be deposited with the Commission in the Series 1989 A Bonds Sinking Fund, the amount, if any, specified in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 1989 A Bonds for the period commencing on the date of issuance of the Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 1989 A Bonds, there shall be deposited with the Commission in the Series 1989 A Bonds Reserve Account and from the proceeds of the Series 1989 B Bonds, there shall be deposited with the Commission in the Series 1989 B Reserve Account the respective sums, if any, set forth in the Supplemental Resolution for funding of the Reserve Accounts.

C. Next, from the proceeds of the Series 1989 A Bonds, there shall first be credited to the Bond Construction Trust Fund and then paid, any and all borrowings by the Issuer made for the purpose of temporarily financing a portion of the Costs of the Project, including interest accrued thereon to the date of such payment, not otherwise paid from funds of the Issuer.

D. The remaining moneys derived from the sale of the Bonds shall be deposited with the Depository Bank in the Bond Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02.

E. The Depository Bank shall act as a trustee and fiduciary for the Bondholder with respect to the Bond Construction Trust Fund and shall comply with all requirements with respect to the disposition of the Bond Construction Trust Fund set forth in the Bond Legislation. Moneys in the Bond Construction Trust Fund shall be used solely to pay Costs of the Project and until so expended, are hereby pledged as additional security for the Series 1989 A Bonds, and thereafter for the Series 1989 B Bonds. In the event that Notes are issued, the disposition of funds in the Bonds Construction Trust Fund

may be modified from that set forth herein, with the written consent of the Authority.

Section 6.02. Disbursements From the Bond Construction Trust Fund. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Bond Construction Trust Fund (except for the costs of issuance of the Original Bonds which shall be made upon request of the Issuer), shall be made only after submission to the Depository Bank of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating:

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

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

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

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

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

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

After completion of the Project, as certified by the Consulting Engineers, the Depository Bank shall transfer any moneys remaining in the Bond Construction Trust Fund to the Series 1989 A Bonds Reserve Account, and when fully funded to the Series 1989 B

Bonds Reserve Account, and when both Reserve Accounts are fully funded, shall return such remaining moneys to the Issuer for deposit in the Revenue Fund. The Issuer shall thereafter, apply such moneys in full, first to the next ensuing interest payments, if any, due on the respective Series of Bonds and thereafter to the next ensuing principal payments due thereon. Notwithstanding the foregoing, if the Authority tenders any of its Series 1989 B Bonds to the Issuer pursuant to the provisions of the Supplemental Loan Agreement, such moneys shall be applied to the purchase of such Series 1989 B Bonds.

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 Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of said Bonds or the interest thereon is Outstanding and unpaid.

Until the payment in full of the principal of and interest on the Notes when due, and to the extent they do not materially adversely affect Bondholders, the covenants, agreements and provisions contained in this Bond Legislation shall, where applicable, also inure to the benefit of the Holders of the Notes and the Trustee therefor and constitute valid and legally binding covenants of the Issuer, enforceable in any court of competent jurisdiction by the Trustee or any Holder or Holders of said Notes as prescribed in the Indenture; provided, that Section 7.09 shall not be applied to the Grant Anticipation Notes.

Section 7.02. Bonds and Notes not to be Indebtedness of the Issuer. Neither the Bonds nor the Notes shall be or constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Bonds or Notes, shall ever have the right to compel the exercise of the taxing power of the Issuer to pay said Bonds or Notes or the interest thereon.

Section 7.03. Bonds Secured by Parity and Subordinate Pledge of Net Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 1989 A Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the operation of the System on a parity with the lien in favor of the Holders of the Prior Bonds. Payment of the debt service of the Series 1989 B Bonds issued hereunder shall be secured forthwith equally and ratably by a lien on said Net Revenues, but such lien shall be junior and subordinate to the lien on said Net Revenues in favor of the Holders of the Prior Bonds and the Series 1989 A Bonds. The Revenues derived from the

System, in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Bonds and to make the payments into the Sinking Funds, including the Reserve Accounts therein, and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to the payment of the principal of and interest on the Bonds as the same become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Initial Schedule of Rates and Charges. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the ordinance of the Issuer enacted May 8, 1989.

Section 7.05. Sale of the System. Except as otherwise required by law, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Bonds and Notes, if any, Outstanding, or to effectively defease this Bond Legislation in accordance with Section 10.01 hereof and, if entered into and not previously defeased, the Indenture in accordance with Section 8.01 thereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Bonds, immediately be remitted to the Commission for deposit in the Sinking Funds, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal at maturity of and interest on the Bonds. Any balance remaining after the payment of all 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. With respect to the Notes, such proceeds in an amount sufficient to pay the Notes in full shall be applied to the payment of the Notes, either at maturity or, if allowable under the Supplemental Resolution or Indenture, prior thereto.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The

proceeds of any such sale shall be deposited in the Depreciation Account. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $10,000 but not in excess of $50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding. The proceeds derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of $10,000 and not in excess of $50,000, shall with the written consent of the Authority, be remitted by the Issuer to the Commission for deposit in the Sinking Fund and shall be applied only to the purchase of Bonds of the last maturities then Outstanding at prices not greater than the par value thereof plus 3% of such par value or otherwise. Such payment of such proceeds into the Sinking Fund or the Depreciation Account shall not reduce the amounts required to be paid into said funds by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of over 50% in amount of the Bonds then Outstanding and the Consulting Engineers. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and in Section 7.07B, the Issuer shall not issue any obligations whatsoever with a lien on or otherwise payable from any source of payment pledged originally to the Notes issued under the Indenture or supplemental resolution prior to or on a parity with the lien on behalf of such Notes until such Notes have been defeased in accordance with the provisions of the Indenture and the Bond Legislation; and, so long as any of the Bonds are Outstanding, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Bonds; provided, however, that additional Bonds on a parity with the Series 1989 B Bonds only may be issued as provided for in Section 7.07 hereof. All obligations issued by the

Issuer after the issuance of the Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 1989 A Bonds and the Series 1989 B Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into the Reserve Accounts and the Depreciation Account at the time of the issuance of such subordinate obligations have been made and are current.

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

Section 7.07. Parity Bonds. A. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of any Bonds pursuant to this Bond Legislation, except under the conditions and in the manner herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 1989 B Bonds. No Parity Bonds shall be issued which shall be payable out of the revenues of the System on a parity with the Series 1989 A Bonds, unless the Series 1989 B Bonds are no longer outstanding.

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

No Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Recorder a written statement by the Independent Certified Public Accountants, based upon the necessary investigation and certification by the Consulting Engineers, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, shall not be less than 115% of the largest aggregate amount that will mature and become

due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Prior Bonds and any other obligations with a lien on the Gross Revenues prior to that of the Bonds;

(2) The Bonds then Outstanding;

(3) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Ordinance then Outstanding; and

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

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

Not later than simultaneously with the delivery of such Parity Bonds, the Issuer shall have entered into written contracts for the immediate construction or acquisition of such additions, betterments or improvements, if any, to the System that are to be financed by such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds subsequently issued from time to time within the limitations of and in compliance with

this section. Bonds issued on a parity, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the revenues of the System and their source of and security for payment from said revenues, without preference of any Bond of one series over any other Bond of the same series. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

All Parity Bonds shall mature on the day of the years of maturities, and the semiannual interest thereon shall be payable on the days of each year, specified in a Supplemental Resolution.

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 Series 1989 A Bonds and the Series 1989 B Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from the revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 1989 A Bonds or the Series 1989 B Bonds.

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

B. Notwithstanding the foregoing, or any provision of Section 7.06 to the contrary, additional Bonds may be issued solely for the purpose of completing the Project as described in the application to the Authority submitted as of the date of the Loan Agreement without regard to the restrictions set forth in this Section 7.07, if there is first obtained by the Issuer the written consent of the Authority to the issuance of bonds on a parity with the Bonds.

Section 7.08. Books and Records. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds or of a Note or Notes issued pursuant to this Bond Legislation or the Trustee shall have the right at all reasonable times to inspect the System and all

parts thereof and all records, accounts and data of the Issuer relating thereto.

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

The Issuer shall file with the Consulting Engineers, the Trustee and the Authority, or any other original purchaser of the Bonds, and shall mail in each year to any Holder or Holders of Bonds or Notes, as the case may be, 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 Indenture with respect to said Bonds or Notes, as the case may be, and the status of all said funds and accounts.

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of Bonds or Notes, as the case may be, and shall submit said report to the Trustee and the Authority, or any other original purchaser of the Bonds. Such audit report submitted to the Authority shall include a statement that the Issuer is in compliance with the terms and provisions of the Loan Agreement and this Bond Legislation.

Section 7.09. Rates. Equitable rates or charges for the use of and service rendered by the System have been established all

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

Section 7.10. Operating Budget and Audit. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated expenditures for operation and maintenance of the System during the succeeding Fiscal Year. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by the Consulting Engineers, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of the Consulting Engineers that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual

budget and all resolutions authorizing increased expenditures for operation and maintenance to the Trustee and the Authority and to any Holder of any Bonds or Notes, as the case may be, who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Trustee and to any Holder of any Bonds or Notes, as the case may be, or anyone acting for and in behalf of such Holder of any Bonds or Notes, as the case may be.

In addition, the Issuer shall annually cause the records of the System to be audited by an independent certified public accountant, the report of which audit shall be submitted to the Authority and which audit report shall include a statement that the Issuer is in compliance with the terms and provisions of this Bond Legislation and the Loan Agreement.

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

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

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. To the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, rates, rentals and other charges, if not paid, when due, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System and any services and facilities of the water system, if so owned by the Issuer, to all users of the services

of the System delinquent in payment of charges for the services of the System and will not restore such services of either system until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

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

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

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for said Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, 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 contractors and subcontractors, as their interests may appear.

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

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

(4) FLOOD INSURANCE, to the extent available at reasonable cost to the Issuer.

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

B. The Issuer 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. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.15. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods

approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30 day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.16. Completion of Project. The Issuer will complete the Project and operate and maintain the System in good condition.

Section 7.17. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the 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 Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the 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 Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used

for said Private Business Use, then said excess over said 5% of Net Proceeds of the Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of that portion of the Project to which such Private Business Use is related.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of 5% of the Net Proceeds of the 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 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

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

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including those deemed necessary by the Authority) so that the interest on the Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including those determined by the Authority) which would adversely affect such exclusion.

Section 7.18. Statutory Mortgage Lien. For the further protection of the Holders of the 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 Bonds and shall be for the equal benefit of all Holders of each respective Series of Bonds, provided however, that the statutory mortgage lien in favor of the Holders of the Series 1989 A Bonds shall be on a parity with that of the Holders of the Prior Bonds and senior to the statutory mortgage lien in favor of the Holders of the Series 1989 B Bonds.

ARTICLE VIII

INVESTMENT OF FUNDS; NON ARBITRAGE

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

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

The Trustee, if any, and the Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Bonds are Outstanding.

Section 8.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Bonds in such manner and to such extent as may be necessary, in view of the Issuer's reasonable expectations at the time of issuance of the Bonds, so that the Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a Federal information return with respect to the Bonds) so that the interest on the Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 8.03. Rebate of Excess Investment Earnings to the United States. In accordance with Section 148(f)(4)(C) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that the Bonds are not private activity bonds as defined in Section 141 of the Code; that 95% or more of the Net Proceeds of the Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and that the aggregate face amount of all the tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) issued by the Issuer during the calendar year in which the Bonds are issued will not exceed $5,000,000, determined in accordance with Section 148(f)(4)(C) of the Code and the Regulations promulgated thereunder. For purposes of this Section 8.03 and for purposes of applying Section 148(f)(4)(C) of the Code, the Issuer and all entities which issue obligations on behalf of the Issuer shall be treated as one issuer; all obligations issued by a subordinate entity shall, for purposes of applying this Section 8.03 and Section 148(f)(4)(C) of the Code to any other entity to which such entity is subordinate, be treated as issued by such other entity; and an entity formed (or, to the extent provided by the Secretary, as set forth in the Code, availed of) to avoid the purposes of such Section 148(f)(4)(C) of the Code and all other entities benefiting thereby shall be treated as one issuer.

Notwithstanding the foregoing, if in fact the Issuer is subject to the rebate requirements of Section 148(f) of the Code, and not exempted from such requirements, the Issuer shall take the following actions:

A. CREATION OF FUNDS. There are hereby created, to be held by the Depository Bank as separate funds distinct from all other funds and accounts held by the Depository Bank under this Bond Legislation, the Earnings Fund and the Rebate Fund. All interest earnings and profits on amounts in all funds and accounts established under this Bond Legislation, other than (i) interest earnings and profits on any

funds referenced in Subsection C(5) of this Section if such earnings in any Bond Year are less than $500,000, provided that, if the Bonds are not private activity bonds (including any "qualified 501(c)(3) bond" as defined under Section 145 of the Code), if the average maturity of the issue of the Bonds (determined in accordance with Section 147(b)(2)(A) of the Code) is at least 5 years and if the rate of interest on the issue of the Bonds does not vary during the term of the issue, then this clause (i) of this Section 8.03A shall be applied without regard to such dollar limitation, (ii) interest earnings and profits on amounts in funds and accounts which do not constitute Gross Proceeds, (iii) interest earnings and profits on the Rebate Fund, and (iv) interest earnings and profits on amounts in funds and accounts otherwise excepted under the Regulations shall, upon receipt by the Depository Bank, be deposited in the Earnings Fund. In addition, all interest earnings and profits on Gross Proceeds in funds held by the Issuer shall, upon receipt, be paid to the Depository Bank for deposit in the Earnings Fund. Annually, before the 30th day following the end of each Bond Year or on the preceding business day in the event that such last day is not a business day, or such earlier date as may be required under the Code, the Depository Bank shall transfer from the Earnings Fund to the Rebate Fund for purposes of ultimate payment to the United States an amount equal to Excess Investment Earnings, all as more particularly described in this Section. Following the transfer referenced in the preceding sentence, the Depository Bank shall transfer all amounts remaining in the Earnings Fund to be used for the payment of Debt Service on the next interest payment date and for such purpose, Debt Service due from the Issuer on such date shall be credited by an amount equal to the amount so transferred.

B. DUTIES OF ISSUER IN GENERAL. The Issuer shall calculate Excess Investment Earnings in accordance with Subsection C and shall assure payment of an amount equal to Excess Investment Earnings to the United States in accordance with Subsections D and E.

C. CALCULATION OF EXCESS INVESTMENT EARNINGS. Within 15 days following the last day of the first Bond Year, or such earlier date as may be required under the Regulations, the Issuer shall calculate, and shall provide written notice to the Authority and Depository Bank of, the Excess Investment Earnings referenced in clause (A) of the definition of Excess Investment Earnings. Thereafter, within 15 days following the last day of each Bond Year and within 15 days following the date of the retirement of the Bond, or such earlier dates as may be required under the Regulations, the Issuer shall calculate, and shall provide written notice to the Authority and Depository Bank of, the amount of Excess Investment Earnings. Said calculations shall be made or caused to be made by the

Issuer in accordance with the following, or in accordance with such other requirements as may be applicable under the Regulations:

(1) Except as provided in (2), in determining the amount described in clause A(i) of the definition of Excess Investment Earnings, the aggregate amount earned on Nonpurpose Investments shall include (i) all income realized under federal income tax accounting principles (whether or not the person earning such income is subject to federal income tax) with respect to such Nonpurpose Investments and with respect to the reinvestment of investment receipts from such Nonpurpose Investments (without regard to the transaction costs incurred in acquiring, carrying, selling or redeeming such Nonpurpose Investments), including, but not limited to, gain or loss realized on the disposition of such Nonpurpose Investments (without regard to when such gains are taken into account under Section 453 of the Code relating to taxable year of inclusion of gross income), and income under Section 1272 of the Code (relating to original issue discount) and (ii) any unrealized gain or loss as of the date of retirement of the Bonds in the event that any Nonpurpose Investment is retained after such date.

(2) In determining the amount described in clause (A) of the definition of Excess Investment Earnings, Investment Property shall be treated as acquired for its fair market value at the time it becomes a Nonpurpose Investment, so that gain or loss on the disposition of such Investment Property shall be computed with reference to such fair market value as its adjusted basis.

(3) In determining the amount described in clause (A)(ii) of the definition of Excess Investment Earnings, the Yield on the Bonds shall be determined based on the actual Yield of the Bonds during the period between the Closing Date of the Bonds and the date the computation is made (with adjustments for original issue discount or premium).

(4) In determining the amount described in clause (B) of the definition of Excess Investment Earnings, all income attributable to the excess described in clause (A) of said definition must be taken into account, whether or not that income exceeds the Yield of the Bonds, and no amount may be treated as "negative arbitrage."

(5) In determining the amount of Excess Investment Earnings, there shall be excluded any amount

earned on any fund or account which is used primarily to achieve a proper matching of revenues and Debt Service within each Bond Year and which is depleted at least once a year except for a reasonable carryover amount not in excess of the greater of 1 year's earnings on such fund or account or 1/12th of annual Debt Service (which may include a portion of a fund or account, although not a separate and distinct fund or account) as well as amounts earned on said earnings if the gross earnings on such fund or account for the Bond Year is less than $500,000, provided that, if the Bonds are not private activity bonds (including any "qualified 501(c)(3) bond" as defined under Section 145 of the Code), if the average maturity of the issue of the Bonds (determined in accordance with Section 147(b)(2)(A) of the Code) is at least 5 years and if the rate of interest on the issue of the Bonds does not vary during the term of the issue, then all amounts earned on such fund or account as well as amounts earned on said earnings shall be excluded in determining the amount of Excess Investment Earnings.

D. PAYMENT TO THE UNITED STATES. The Issuer shall direct the Depository Bank to pay from the Rebate Fund an amount equal to Excess Investment Earnings to the United States in installments with the first payment to be made not later than 30 days after the end of the 5th Bond Year and with subsequent payments to be made not later than 5 years after the preceding payment was due, except to the extent otherwise required under the Regulations. The Issuer shall assure that each such installment is in an amount equal to at least 90% of the Excess Investment Earnings with respect to the Gross Proceeds as of the close of the computation period or other period required under the Regulations. Not later than 60 days after the retirement of the Bonds, the Issuer shall direct the Depository Bank to pay from the Rebate Fund to the United States 100% of the theretofore unpaid Excess Investment Earnings in the Rebate Fund. In the event that there are any amounts remaining in the Rebate Fund following the payment required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States at the address prescribed by the Regulations as the same may be in time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required by this Subsection D, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefor.

E. FURTHER OBLIGATIONS OF ISSUER. The Issuer shall assure that Excess Investment Earnings are not paid or disbursed except as

required in this Section. To that end the Issuer shall assure that investment transactions are on an arm's length basis and that Nonpurpose Investments are acquired at their fair market value. In the event that Nonpurpose Investments consist of certificates of deposit or investment contracts, investment in such Nonpurpose Investments shall be made in accordance with the procedures described in applicable Regulations as from time to time in effect. The Depository Bank shall keep the moneys in the Earnings Fund and Rebate Fund invested and reinvested to the fullest extent practicable in Government Obligations with maturities consonant with the required use thereof and investment profits and earnings shall be credited to the account of such fund on which earned.

F. MAINTENANCE OF RECORDS. The Issuer shall keep, and retain for a period of 6 years following the retirement of the Bonds, records of the determinations made pursuant to this Section 8.03.

G. INDEPENDENT CONSULTANTS. In order to provide for the administration of this Section 8.03, the Issuer and the Depository Bank (at the expense of the Issuer) may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer or the Depository Bank may deem appropriate.

H. FURTHER AGREEMENT. Notwithstanding the foregoing, the Issuer further covenants to comply with all Regulations from time to time in effect and applicable to the Bonds, as may be necessary in order to fully comply with Section 148(f) of the Code.

I. REPORTING TO AUTHORITY. The Issuer shall furnish to the Authority, annually, at such time as it is required to perform its rebate calculations under the Code, a certificate with respect to its rebate calculations and, at any time, any additional information relating thereto as may be requested by the Authority. In addition, the Issuer shall cooperate with the authority in preparing rebate calculations and in all other respects in connection with rebates and hereby consents to the performance of all matters in connection with such rebates by the Authority at the expense of the Issuer.

The Issuer shall submit to the Authority within 15 days following the end of each Bond Year a certified copy of its rebate calculation or, if the Issuer qualifies for the small governmental issue exception to rebate, then the Issuer shall submit a certificate stating that it is exempt from the rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Bonds subject to rebate.

ARTICLE IX

DEFAULT AND REMEDIES

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

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

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Notes set forth in this Bond Legislation, any supplemental resolution, the Indenture or in the Notes, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Trustee, any other bank or banking association holding any fund or account hereunder or a Holder of a Note; or

(3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

B. Each of the following events shall constitute an "Event of Default" with respect to the Bonds:

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

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

(3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Note or Bond, as the case may be, may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Notes or Bonds, as the case may be, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Notes or Bonds, as the case may be, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Notes or Bonds, or the rights of such Registered Owners, provided however, that no remedy herein stated may be exercised by a Noteholder in a manner which adversely affects any remedy available to the Bondholders, and provided further, that all rights and remedies of the Holders of the Series 1989 B Bonds shall be subject to those of the Holders of the Series 1989 A Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond or Bond Anticipation Note may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, 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 or Bond Anticipation Notes any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

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

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

ARTICLE X

DEFEASANCE

Section 10.01. Defeasance of Series 1989 A Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 1989 A Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 1989 A Bonds only, the pledge of Gross Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1989 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 1989 A Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agents at the same or earlier time, shall be sufficient, to pay as and when due either at maturity or at the next redemption date, the principal installments of and interest on such Series 1989 A Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 1989 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or its agent, either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay when due the principal installments of and interest due and to become due on said Series 1989 A Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of and interest on said Series 1989 A Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of and interest to become due on said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the

Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

Section 10.02. Defeasance of Series 1989 B Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 1989 B Bonds, the principal due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 1989 B Bonds only, the pledge of Gross Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1989 B Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Series 1989 B Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agents at the same or earlier time, shall be sufficient, to pay as and when due either at maturity or at the next redemption date the principal installments of such Series 1989 B Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 1989 B Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or its agent, either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay when due the principal installments of said Series 1989 B Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of said Series 1989 B Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

Section 10.03. Defeasance of Notes. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of any series of Notes, the principal of and interest due or to become due thereon, at the times and in the manner set forth in the Indenture, then with respect to such Notes only, this Bond Legislation, the Indenture, if any, and the pledges of Grant Receipts and other moneys and securities pledged thereby, and all covenants, agreements and other obligations of the Issuer to the Holders of the Notes shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. No material modification or amendment of this Bond Legislation, or of any resolution amendatory or supplemental hereto, that would materially and adversely affect the respective rights of Registered Owners of the Notes or Bonds shall be made without the consent in writing of the Registered Owners of 66-2/3% or more in principal amount of the Notes, the Series 1989 A Bonds or the Series 1989 B Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Bond or Bonds or any Note or Notes or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein respectively pledged therefor without the consent of the respective Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds or Notes respectively, 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 or Noteholder 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 Bonds and the Notes 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 Notes, 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, the Indenture, if any, the Bonds or the Notes, if any.

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

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

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

Section 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 Bond Legislation determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the Point Pleasant Register, a qualified newspaper published and of general circulation in the City of Point Pleasant, together with a notice stating that this Bond Legislation has been adopted and that the Issuer contemplates the issuance of the Bonds and Notes, and that any person interested may appear before the City Council upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Bond Legislation and notice, and present protests, and that a certified copy of the Ordinance is on file with

the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Passed on First Reading	-	May 8, 1989
Passed on Second Reading	-	May 22, 1989
Passed on Final Reading Following Public Hearing	-	June 12, 1989

Mayor

City Clerk

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the CITY OF POINT PLEASANT on the 12th day of June, 1989.

Dated: June 27, 1989

[SEAL]

City Clerk

06/22/89
POINTS.A3
71143/89001

CITY OF POINT PLEASANT

Combined Waterworks and Sewerage System Revenue Bonds,
Series 1989 A and Series 1989 B

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITIES, INTEREST RATES, PRINCIPAL PAYMENT SCHEDULES, SALE PRICES AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 A AND SERIES 1989 B OF THE CITY OF POINT PLEASANT; AUTHORIZING AND APPROVING A LOAN AGREEMENT AND SUPPLEMENTAL LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS

WHEREAS, the city council (the "Governing Body") of the City of Point Pleasant (the "Issuer"), has duly and officially enacted a bond and notes ordinance, effective June 12, 1989 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS FOR THE SEWERAGE PORTION OF THE EXISTING COMBINED PUBLIC WATERWORKS AND SEWERAGE FACILITIES OF THE CITY OF POINT PLEASANT AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $2,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 A, NOT MORE THAN $500,000 IN AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 B, AND NOT MORE THAN $6,000,000 INTERIM CONSTRUCTION FINANCING, CONSISTING OF BOND ANTICIPATION NOTES, GRANT ANTICIPATION NOTES OR A LINE OF CREDIT EVIDENCED BY NOTES OR ANY COMBINATION OF THE FOREGOING; PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS AND NOTES; AUTHORIZING EXECUTION AND DELIVERY OF

A TRUST INDENTURE SECURING THE NOTES; APPROVING AND RATIFYING A LOAN AGREEMENT AND SUPPLEMENTAL LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND NOTES AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Bond Ordinance provides for the issuance of Combined Waterworks and Sewerage System Revenue Bonds of the Issuer (the "Bonds"), in an aggregate principal amount not to exceed $2,500,000, to be issued in two series, the Series 1989 A Bonds to be in an aggregate principal amount of not more than $2,000,000 (the "Series 1989 A Bonds") and the Series 1989 B Bonds to be in an aggregate principal amount of not more than $500,000 (the "Series 1989 B Bonds"), and has preliminarily authorized the execution and delivery of a loan agreement relating to the Series 1989 A Bonds to be dated June 27, 1989, and a supplemental loan agreement relating to the Series 1989 B Bonds, also to be dated June 27, 1989 (sometimes collectively referred to herein as the "Loan Agreement"), by and between the Issuer and West Virginia Water Development Authority (the "Authority"), all in accordance with Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amounts, maturity dates, interest rates, interest and principal payment dates, sale prices and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

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

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

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

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

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:

(A) The Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 A, of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of $1,837,600. The Series 1989 A Bonds shall be dated the date of delivery thereof, shall finally mature April 1, 2029, shall bear interest at the rate of 8.4% per annum, payable semiannually on April 1 and October 1 of each year, first interest payable October 1, 1989, shall be subject to redemption upon the written consent of the Authority, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement, as long as the Authority shall be the registered owner of the Series 1989 A Bonds, and shall be payable in installments of principal on October 1 of each of the years and in the amounts as set forth in "Schedule X," attached thereto and to the Loan Agreement and incorporated therein by reference.

(B) The Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B, of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of $272,400. The Series 1989 B Bonds shall be dated the date of delivery thereof, shall finally mature April 1, 2029, shall be interest free, shall be subject to redemption upon the written consent of the Authority, and otherwise in compliance with the Loan Agreement, as long as the Authority shall be the registered owner of the Series 1989 B Bonds, and shall be payable in installments of principal on October 1 of each of the years and in the amounts as set forth in "Schedule X," attached thereto and to the Supplemental Loan Agreement and incorporated therein by reference.

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

Section 3. The Issuer does hereby authorize, approve and accept the Loan Agreement, copies of which are incorporated herein by reference, and the execution and delivery by the Mayor of the Loan

Agreement, and the performance of the obligations contained therein, on behalf of the Issuer are hereby authorized, directed and approved. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon.

Section 4. The Issuer does hereby appoint and designate One Valley Bank, National Association, Charleston, West Virginia, as Registrar for the Bonds and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Bonds, by and between the Issuer and One Valley Bank, National Association, in substantially the form attached hereto, and the execution and delivery by the Mayor of the Registrar's Agreement, 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 direct the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Bonds.

Section 6. The Issuer does hereby appoint Citizens National Bank - a Division of The First Huntington National Bank, Point Pleasant, West Virginia, as Depository Bank under the Bond Ordinance.

Section 7. Series 1989 A Bonds proceeds in the amount of $161,300 shall be deposited in the Series 1989 A Bonds Reserve Account and Series 1989 B Bonds proceeds in the amount of $6,985 shall be deposited in the Series 1989 B Bonds Reserve Account.

Section 8. The remaining proceeds of the Bonds shall be deposited in the Bond Construction Trust Fund for payment of Costs of the Project, including costs of issuance of the Bonds.

Section 9. The Issuer hereby determines to pay, on the date of delivery of the Bonds and receipt of proceeds thereof, all borrowings of the Issuer heretofore incurred for the purpose of temporarily financing a portion of the Costs of the Project, including, but not limited to, all borrowings from West Virginia Water Development Authority.

Section 10. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered on or about June 27, 1989, to the Authority pursuant to the Loan Agreement.

Section 11. The financing of the Project in part with proceeds of the Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 12. The Issuer hereby determines that it is in the best interest of the Issuer to invest all moneys in the funds and accounts established by the Bond Ordinance in time accounts secured by a pledge of Government Obligations with the Depository Bank, and therefore the Issuer hereby directs the Depository Bank and the Paying Agent to take such actions as may be necessary to cause such moneys to be invested in such time accounts, until further directed by the Issuer.

Section 13. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by Section 103(a) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"), by reason of the classification of the Bonds as "private activity bonds" within the meaning of the Code. The Issuer will take all actions necessary to comply with the Code and Treasury Regulations to be promulgated thereunder.

Section 14. The Issuer has general taxing powers to finance operations of or facilities of the nature of the System, and the Issuer and all subordinate entities reasonably expect to issue less than $5,000,000 aggregate principal amount of tax-exempt obligations during the calendar year 1989, being the calendar year in which the Bonds are to be issued.

Section 15. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 12th day of June, 1989.

CITY OF POINT PLEASANT

Mayor

06/22/89
POINTJ.D3
71143/89001

(SPECIMEN SERIES 1989 A BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF POINT PLEASANT
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND,
SERIES 1989 A

No. AR-1 $1,837,600

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF POINT PLEASANT, a municipal corporation and political subdivision of the State of West Virginia in Mason 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 ONE MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED DOLLARS ($1,837,600), in installments on October 1 of each year (except for the final installment due April 1, 2029) as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference with interest on each installment at the rate per annum set forth on said Exhibit A.

The interest rate on each installment shall run from the original date of delivery of this Bond to the Authority and payment therefor, and until payment of such installment, and such interest shall be payable on April 1 and October 1 in each year, beginning October 1, 1989. 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"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar") on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement between the Issuer and the Authority, dated June 27, 1989.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements for the sewerage facilities portion of the existing 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 combined waterworks and sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto is 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 of the West Virginia Code of 1931, as amended (the "Act"), and an Ordinance duly enacted by the Issuer on June 12, 1989 and a Supplemental Resolution duly adopted by the Issuer on June 12, 1989 (collectively called the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

This Bond is issued concurrently with the Combined Waterworks and Sewerage System Revenue Bonds, Series 1989 B, of the Issuer (the "Series 1989 B Bonds"), issued in the aggregate principal amount of $272,400, which Series 1989 B Bonds are junior and subordinate with respect to liens and sources of and security for payment to the Bonds.

THIS BOND IS ON A PARITY WITH RESPECT TO LIENS, PLEDGES AND SOURCES OF AND SECURITY FOR PAYMENT TO THE ISSUER'S WATER AND SEWER BOND, SERIES 1976, DATED MAY 3, 1978, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,870,000 (THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the Prior Bonds, moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 1989 A Bonds Reserve Account"), and unexpended proceeds of the Bonds and the Series 1989 B Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues,

the moneys in the Series 1989 A Bonds Reserve Account and unexpended proceeds of the Bonds and the Series 1989 B Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Bonds, the Series 1989 B Bonds, and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Bonds or the Series 1989 B Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 1989 A 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 the Series 1989 B Bonds and any other obligations outstanding prior to or on a parity with the Bonds or the Series 1989 B Bonds, including the Prior 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 Bond Registrar duly executed by the registered owner or its attorney duly authorized in writing.

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

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, 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 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.

IN WITNESS WHEREOF, the CITY OF POINT PLEASANT 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 June 27, 1989.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1989 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____

ONE VALLEY BANK, NATIONAL ASSOCIATION,
as Registrar

By _____
Its Authorized Officer

EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

City of Point Pleasant
Debt Service Schedule
Analysis of Borrowing from Series 1989 Pool
39 Principal Payments
Closing Date: 27-Jun-89

Date	Coupon	Principal	Interest	Debt Service 8.40% Bonds
01-Oct-89			40,304.69	40,304.69
01-Oct-90			154,358.40	154,358.40
01-Oct-91	8.40%	6,942.15	154,358.40	161,300.55
01-Oct-92	8.40%	7,525.29	153,775.26	161,300.55
01-Oct-93	8.40%	8,157.41	153,143.14	161,300.55
01-Oct-94	8.40%	8,842.63	152,457.91	161,300.55
01-Oct-95	8.40%	9,583.42	151,715.13	161,300.55
01-Oct-96	8.40%	10,390.59	150,909.96	161,300.55
01-Oct-97	8.40%	11,263.40	150,037.15	161,300.55
01-Oct-98	8.40%	12,209.53	149,091.02	161,300.55
01-Oct-99	8.40%	13,235.13	148,065.42	161,300.55
01-Oct-2000	8.40%	14,346.88	146,953.67	161,300.55
01-Oct-2001	8.40%	15,552.01	145,748.53	161,300.55
01-Oct-2002	8.40%	16,858.38	144,442.16	161,300.55
01-Oct-2003	8.40%	18,274.49	143,026.06	161,300.55
01-Oct-2004	8.40%	19,809.55	141,491.00	161,300.55
01-Oct-2005	8.40%	21,473.55	139,827.00	161,300.55
01-Oct-2006	8.40%	23,277.32	138,023.22	161,300.55
01-Oct-2007	8.40%	25,232.62	136,067.93	161,300.55
01-Oct-2008	8.40%	27,352.16	133,948.39	161,300.55
01-Oct-2009	8.40%	29,649.74	131,650.81	161,300.55
01-Oct-2010	8.40%	32,140.32	129,160.23	161,300.55
01-Oct-2011	8.40%	34,840.11	126,460.44	161,300.55
01-Oct-2012	8.40%	37,766.68	123,533.87	161,300.55
01-Oct-2013	8.40%	40,939.08	120,361.47	161,300.55
01-Oct-2014	8.40%	44,377.96	116,922.59	161,300.55
01-Oct-2015	8.40%	48,105.71	113,194.84	161,300.55
01-Oct-2016	8.40%	52,146.59	109,153.96	161,300.55
01-Oct-2017	8.40%	56,526.90	104,773.65	161,300.55
01-Oct-2018	8.40%	61,273.16	100,025.39	161,300.55
01-Oct-2019	8.40%	66,422.27	94,878.27	161,300.55
01-Oct-2020	8.40%	72,001.74	89,298.80	161,300.55
01-Oct-2021	8.40%	78,049.89	83,250.66	161,300.55
01-Oct-2022	8.40%	84,606.08	76,694.47	161,300.55
01-Oct-2023	8.40%	91,712.99	69,587.55	161,300.55
01-Oct-2024	8.40%	99,416.88	61,883.66	161,300.55
01-Oct-2025	8.40%	107,767.90	53,532.64	161,300.55
01-Oct-2026	8.40%	116,820.41	44,480.14	161,300.55
01-Oct-2027	8.40%	126,633.32	34,667.23	161,300.55
01-Oct-2028	8.40%	137,270.52	24,030.03	161,300.55
01-Apr-2029	8.40%	148,801.24	6,249.65	155,050.90
		1,837,600.00	4,641,534.79	6,479,134.79

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:

_____

06/23/89
POINTS.X2
71143/89001

(SPECIMEN SERIES 1989 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF POINT PLEASANT
COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND,
SERIES 1989 B

No. BR-1 $272,400

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF POINT PLEASANT, a municipal corporation and political subdivision of the State of West Virginia in Mason 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 TWO HUNDRED SEVENTY-TWO THOUSAND FOUR HUNDRED DOLLARS ($272,400), in annual installments on October 1 of each year (except for the final installment due April 1, 2029) as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference, without interest.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Supplemental Loan Agreement between the Issuer and the Authority, dated June 27, 1989.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements for the sewerage facilities portion of the existing 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 combined waterworks and sewerage system of the Issuer, the Project, and any further additions, betterments or improvements thereto is 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 of the West Virginia Code of 1931,

as amended (the "Act"), and an Ordinance duly enacted by the Issuer on June 12, 1989 and a Supplemental Resolution duly adopted by the Issuer on June 12, 1989 (collectively called the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS JUNIOR AND SUBORDINATE WITH RESPECT TO LIENS, PLEDGES AND SOURCES OF AND SECURITY FOR PAYMENT TO CERTAIN OUTSTANDING COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS OF THE ISSUER AS FOLLOWS:

(i) WATER AND SEWER REVENUE BOND, SERIES 1976, DATED MAY 3, 1978, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $1,870,000 (THE "PRIOR BONDS"); AND

(ii) COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 1989 A, ISSUED CONCURRENTLY HEREWITH IN THE AGGREGATE PRINCIPAL AMOUNT OF $1,837,600 AND DESCRIBED IN THE BOND LEGISLATION (THE "SERIES 1989 A BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System after there has first been paid from said Net Revenues all payments then due and owing on account of the Prior Bonds and the Series 1989 A Bonds, all moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 1989 B Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the moneys in the Series 1989 B Bonds Reserve Account and unexpended Bond proceeds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable

in any year for principal of and interest, if any, on the Bonds, the Series 1989 A Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity therewith, including the Prior Bonds, provided however, that so long as there exists in the Series 1989 B Bonds Reserve Account and the reserve account established for the Series 1989 A Bonds, respectively, amounts at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds and the Series 1989 A Bonds in the then current or any succeeding year, and any reserve account for any such prior or parity obligations, including the Prior Bonds, is funded at least at the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law, shall be applied solely to the payment of the Costs of the Project described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owners of the Bonds, which lien is subordinate to the lien in favor of the registered owners of the Series 1989 A Bonds.

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 have existed, 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 revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

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

IN WITNESS WHEREOF, the CITY OF POINT PLEASANT 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 June 27, 1989.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1989 B 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: _____

ONE VALLEY BANK, NATIONAL ASSOCIATION,
as Registrar

By _____
Its Authorized Officer

EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

City of Point Pleasant
Debt Service Schedule
Analysis of Borrowing from Series 1989 Pool
39 Principal Payments
Closing Date: 27-Jun-89

Date	Interest Free Loan
01-Oct-89	
01-Oct-90	
01-Oct-91	6,984.44
01-Oct-92	6,984.62
01-Oct-93	6,984.62
01 Oct 94	6,984.62
01-Oct-95	6,984.62
01-Oct-96	6,984.62
01-Oct-97	6,984.62
01-Oct-98	6,984.62
01-Oct-99	6,984.62
01-Oct-2000	6,984.62
01-Oct-2001	6,984.62
01-Oct-2002	6,984.62
01-Oct-2003	6,984.62
01-Oct-2004	6,984.62
01-Oct-2005	6,984.62
01-Oct-2006	6,984.62
01-Oct-2007	6,984.62
01-Oct-2008	6,984.62
01-Oct-2009	6,984.62
01-Oct-2010	6,984.62
01-Oct-2011	6,984.62
01-Oct-2012	6,984.62
01-Oct-2013	6,984.62
01-Oct-2014	6,984.62
01-Oct-2015	6,984.62
01-Oct-2016	6,984.62
01-Oct-2017	6,984.62
01-Oct-2018	6,984.62
01-Oct-2019	6,984.62
01-Oct-2020	6,984.62
01-Oct-2021	6,984.62
01-Oct-2022	6,984.62
01-Oct-2023	6,984.62
01-Oct-2024	6,984.62
01-Oct-2025	6,984.62
01-Oct-2026	6,984.62
01-Oct-2027	6,984.62
01-Oct-2028	6,984.62
01-Apr-2029	6,984.62
	272,400.00

ASSIGNMENT

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

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

Dated: _____, _____.

_____

In the presence of:

_____

06/23/89
POINTS.Y2
71143/89001