THE CITY OF SISTERSVILLE, WEST VIRGINIA
$1,057,749 Sewer Revenue Bonds, Series 1990

$49,361 Supplemental Sewer
Revenue Bonds, Series 1990

CLOSING: MARCH 1, 1990

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TRANSCRIPT OF PROCEEDINGS

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1.1	Certified copy of Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended.	1
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The closing of the sale of $1,057,749 in aggregate principal amount of Sewer Revenue Bonds, Series 1990, and $49,361 in aggregate principal amount of Supplemental Sewer Revenue Bonds, Series 1990, both dated March 1, 1990, of The City of Sistersville, West Virginia to the West Virginia Water Development Authority will take place at the offices of the West Virginia Water Development Authority, Dunbar, West Virginia, at 11:00 a.m. on March 1, 1990. All transactions at such closing will be deemed to have taken place simultaneously on March 1, 1990, and no document shall be deemed to have been delivered unless and until all transactions are complete and all documents are delivered.

0456Z

State of West Virginia

CERTIFICATE

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

THIS IS A TRUE COPY OF CHAPTER 16, ARTICLE 13 OF THE WEST VIRGINIA CODE AND CHAPTER 16, ARTICLE 13 OF THE 1989 CUMULATIVE SUPPLEMENT TO THE WEST VIRGINIA CODE AS INDICATED BY THE RECORDS OF THIS OFFICE.

Given under my hand and the Great Seal of the State of West Virginia, on this

Twenty-eighth *day of*

February *19*90

Ken Hechler

Secretary of State.

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

☐ For disconnection from sanitary district.
☐ Against disconnection from sanitary district.

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

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

ARTICLE 13.

SEWAGE WORKS OF MUNICIPAL CORPORATIONS AND SANITARY DISTRICTS.

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16-13-1. Acquisition, operation, etc., of works; acquisition of property; issuance of bonds.
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16-13-22f. Exemption of bonds from taxation.
16-13-22g. Covenants with bondholders.
16-13-23. Article deemed full authority for construction, etc., of works and issue of bonds; alternative method; powers of state department of health unaffected.
16-13-23a. Additional powers of municipality upon receipt of order to cease pollution.
16-13-24. Article to be construed liberally.

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

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

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

No conflict with statutory limitations on expenditure of tax funds. — There is no conflict between this article, authorizing a city to incur expenses which are to be payable solely from the proceeds of revenue bonds, and the general statutory limitations on the expenditure of money and incurring of obligations with respect to funds produced by tax levies. United States v. City of Charleston, 149 F. Supp. 866 (S.D.W. Va. 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

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

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

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

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

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

Sections read together. — This section should be read and construed with former § 8-4-20 and §§ 16-13-2, 16-13-16, 24-1-1, 24-2-1, and 24-2-3. Delardas v. Morgantown Water Comm'n, 148 W. Va. 776, 137 S.E.2d 426 (1964).

Use of territory in adjoining state authorized. — By this section and § 16-13-22 the legislature intended, insofar as it could, to confer upon such municipalities as might find its exercise convenient, the right to make necessary and appropriate arrangements for the disposal of their sewage, even where that course involved the use of territory in an adjoining state. Bernard v. City of Bluefield, 117 W. Va. 556, 186 S.E. 298 (1936).

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

Cited in City of Beckley v. Craighead, 125 W. Va. 484, 24 S.E.2d 908 (1943).

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

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

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

Sections read together. — This section should be read and construed with former § 8-4-20 and §§ 16-13-1, 16-13-16, 24-1-1, 24-2-1 and 24-2-3. Delardas v. Morgantown Water Comm'n, 148 W. Va. 776, 137 S.E.2d 426 (1964).

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

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

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

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

for the successful operation thereof. All public ways or public works damaged or destroyed by the board in carrying out its authority under this article shall be restored or repaired by the board and placed in their original condition, as nearly as practicable, if requested so to do by proper authority, out of the funds provided by this article. (1933, Ex. Sess., c. 25, § 3.)

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

And is liable on contract with third party. — Where a contract between a municipal sanitary board and a contractor, providing for the construction of a sanitary sewage system, provides inter alia that "existing surface, overhead or subsurface structures damaged or destroyed by reason of the contractor's operations shall be promptly repaired or replaced in a satisfactory manner at the cost and expense of the contractor," and the contractor by job order requests enters into a contract with an existing water company to remove certain of the latter's water pipes which interfere with the construction of the sewage system, the contractor, in a notice of motion for judgment proceeding instituted by the water company, is liable for the expense so incurred. West Virginia Water Serv. Co. v. Cunningham, 143 W. Va. 1, 98 S.E.2d 891 (1957).

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

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

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

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

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

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

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

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

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

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

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

After such ordinance shall have been adopted, an abstract of the ordinance, determined by the governing body to contain sufficient information as to give notice of the contents of such ordinance, together with the following described notice, shall be published as a Class II legal advertisement in compliance with the provisions of article three [§ 59-3-1 et seq.], chapter fifty-nine of this Code, and the publication area for such publication shall be the municipality. The notice shall state that said ordinance has been adopted, and that the municipality contemplates the issuance of the bonds described in the ordinance, and

that any person interested may appear before the governing body upon a certain date, which shall not be less than ten days subsequent to the first date of publication of such abstract and notice which shall not be prior to the last date of publication of such abstract and notice, and present protests. At such hearing all objections and suggestions shall be heard and the governing body shall take such action as it shall deem proper in the premises: Provided, however, that if at such a hearing written protest is filed by thirty percent or more of the owners of real estate situate in said municipality, then the governing body of said municipality shall not take further action unless four fifths of the qualified members of the said governing body assent thereto. (1933, Ex. Sess., c. 25, § 6; 1967, c. 105; 1981, 1st Ex. Sess., c. 2.)

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

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

§ 16-13-8. Cost of works.

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

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

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

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

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

Cross reference. — See notes to § 16-13-8.

The provisions of this article become a part of the contract between the municipality and the bondholders as effectually as if written verbatim in the bonds. The bondholders are bound by their contract in this instance just as firmly as in any other legal contract. Consequently, the bonds do not create a corporate indebtedness of the municipality. Brewer v. City of Point Pleasant, 114 W. Va. 572, 172 S.E. 717 (1934); United States v. City of Charleston, 149 F. Supp. 866 (S.D.W. Va. 1957), commented on in 60 W. Va. L. Rev. 105 (1957).

Contractual obligation between municipalities not relieved by inability of town to sell revenue bonds. — Under the provisions of §§ 16-13-19 and 16-13-23a, a city and a town may enter into a contract whereby the city agreed to construct a sewage disposal facility and the town agreed to contribute to the cost of the construction of the facility in return for the right to use the facility, and the fact that the town was unable to sell revenue bonds because it was not allowed to have part ownership in the treatment plant or interceptor sewers did not relieve the town of its contractual obligation when the city offered to buy the revenue bonds issued by the town. Since the contracts were authorized by statute and were thus not ultra vires, even if the contracts were not formally approved by ordinance, the municipalities were estopped from asserting any invalidity of the contracts on such ground. City of Morgantown v. Town of Star City, 156 W. Va. 529, 195 S.E.2d 166 (1973).

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

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

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

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

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

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

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

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

All moneys received from any bonds issued pursuant to this article, after reimbursements and repayment to said municipality of all amounts advanced for preliminary expenses as provided in section four [§ 16-13-4] of this article, shall be applied solely to the payment of the cost of the work, extensions,

improvements or betterments, or to the appurtenant sinking fund and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the holders of the bonds or the trustees hereinafter provided for. (1933, Ex. Sess., c. 25, § 13.)

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

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

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

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

At or before the issuance of any such bonds the governing body shall by said ordinance create a sinking fund, to be remitted to and administered by the state sinking fund commission, for the payment of the bonds and the interest thereon and the payment of the charges of banks or trust companies for making payment of such bonds or interest, and shall set aside and pledge a sufficient amount of the net revenues of the works, hereby defined to mean the revenues of the works remaining after the payment of the reasonable expense of oper-

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

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

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

pursuant to this section shall be deemed the revenues of the works. No such rates or charges shall be established until after a public hearing, at which all the users of the works and owners of property served or to be served thereby and others interested shall have an opportunity to be heard concerning the proposed rates or charges. After introduction of the ordinance fixing such rates or charges, and before the same is finally enacted, notice of such hearing, setting forth the proposed schedule of such rates or charges, shall be given by publication as a Class II-0 legal advertisement in compliance with the provisions of article three [§ 59-3-1 et seq.], chapter fifty-nine of this Code, and the publication area for such publication shall be the municipality. The first publication shall be made at least ten days before the date fixed in such notice for the hearing. After such hearing, which may be adjourned from time to time, the ordinance establishing rates or charges, either as originally introduced or as modified and amended, shall be passed and put into effect. A copy of the schedule of such rates and charges so established shall be kept on file in the office of the board having charge of the operation of such works, and also in the office of the clerk of the municipality, and shall be open to inspection by all parties interested. The rates or charges so established for any class of users or property served shall be extended to cover any additional premises thereafter served which fall within the same class, without the necessity of any hearing or notice. Any change or readjustment of such rates or charges may be made in the same manner as such rates or charges were originally established as hereinbefore provided: Provided, however, that if such change or readjustment be made substantially pro rata, as to all classes of service, no hearing or notice shall be required. The aggregate of the rates or charges shall always be sufficient for such expense of operation, repair and maintenance and for such sinking fund payments. All such rates or charges, if not paid when due, shall constitute a lien upon the premises served by such works. If any service rate or charge so established shall not be paid within thirty days after the same is due, the amount thereof, together with a penalty of ten percent, and a reasonable attorney's fee, may be recovered by the board in a civil action in the name of the municipality, and in connection with such action said lien may be foreclosed against such lot, parcel of land or building, in accordance with the laws relating thereto: Provided, however, that where both water and sewer services are furnished by any municipality to any premises the schedule of charges may be billed as a single amount or individually itemized and billed for the aggregate thereof. Whenever any rates, rentals or charges for services or facilities furnished shall remain unpaid for a period of thirty days after same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities shall be delinquent until such time as all such rates and charges are fully paid. The board collecting such charges shall be obligated under reasonable rules and regulations, to shut off and discontinue both water and sewer services to all delinquent users of either water facilities, or sewer facilities, or both, and shall not restore either water facilities or sewer facilities to any delinquent user of either until all delinquent charges for both water facilities and sewer facilities, including reasonable interest and penalty charges, have been paid in full. (1933, Ex. Sess., c. 25, § 16; 1933, 2nd Ex. Sess., c. 48; 1959, c. 125; 1967, c. 105.)

Sections read together. — This section should be read and construed with former § 8-4-20 and §§ 16-13-1, 16-13-2, 24-1-1, 24-2-1, and 24-2-3. Delardas v. Morgantown Water Comm'n, 148 W. Va. 776, 137 S.E.2d 426 (1964).

Municipal sewer system is subject to jurisdiction of public service commission. 45 Op. Att'y Gen. 642 (1954).

Hence, municipality is required to file its rates with the commission for approval in accordance with § 24-2-1 et seq. 45 Op. Att'y Gen. 642 (1954).

Jurisdiction to enforce lien. — The fact that this section speaks of the enforcement of the lien in a "civil action" should not be construed as placing that jurisdiction in our courts of law simply because the word "action," strictly applied, does not usually refer to chancery practice. City of Beckley v. Craighead, 125 W. Va. 484, 24 S.E.2d 908 (1943). As to abolition of procedural distinctions between law and equity, see Rules of Civil Procedure, Rule 2, appearing in Vol. 1A.

Discrimination not shown. — Charges made against the users of a city sewage system were based upon the amount of water used upon the premises as indicating the extent to which the sewers were used. The charges were subject to a deduction of the amount of water retained on the premises, such amount to be determined by a meter installed by the consumer and used to record gallonage of water that had come on the property but had not been disposed of through the sewers. It was held that the method under which the charges were assessed was neither capricious nor unfair although certain users had been unable to install meters used to measure their deductions. Houchins v. City of Beckley, 127 W. Va. 306, 32 S.E.2d 286 (1944).

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

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

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

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

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

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

The governing body shall provide by ordinance that the custody, administration, operation and maintenance of such works shall be under the supervision and control of a sanitary board, created as herein provided. Such sanitary board shall be composed of either the mayor of the municipality, or the city manager thereof, if said municipality shall have a city manager form of government, and two persons appointed by the governing body, one of whom, during the construction period, must be a registered professional engineer. The engineer member of the board need not be a resident of said municipality. After the construction of the plant has been completed, the engineer member may be succeeded by a person not an engineer. No officer or employee of the municipality, whether holding a paid or unpaid office, shall be eligible to appointment on said sanitary board until at least one year after the expiration of the

term of his public office. Said appointees shall originally be appointed for terms of two and three years respectively, and upon the expiration of each such term and each succeeding term, an appointment of a successor shall be made in like manner for a term of three years. Vacancies shall be filled for an unexpired term in the same manner as the original appointment. Each member shall give such bond, if any, as may be required by ordinance. Such mayor or city manager shall act as chairman of the sanitary board, which shall elect a vice-chairman from its members and shall designate a secretary and treasurer (but the secretary and the treasurer may be one and the same), who need not be a member or members of the sanitary board. The vice-chairman, secretary and treasurer shall hold office as such at the will of the sanitary board. The members of the sanitary board shall receive such compensation for their services, either as a salary or as payments for meetings attended, as the governing body may determine, and shall be entitled to payment for their reasonable expenses incurred in the performance of their duties. The governing body shall fix the reasonable compensation of the secretary and treasurer in its discretion, and shall fix the amounts of bond to be given by the treasurer. All compensation, together with the expenses in this section referred to, shall be paid solely from funds provided under the authority of this article. The sanitary board shall have power to establish bylaws, rules and regulations for its own government. (1933, Ex. Sess., c. 25, § 18; 1939, c. 96; 1953, c. 146; 1957, c 137.)

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

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

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

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

Public service commission may order extension of service. — A public utility is under a duty to make reasonable extensions of its services in accordance with its franchise and charter obligations and the needs of the inhabitants within the territory covered by its franchise; and a public service commission may, where its action is not unlawful, arbitrary, or capricious, order an extension of service for the inhabitants of such territory. State ex rel. City of Wheeling v. Renick, 145 W. Va. 640, 116 S.E.2d 763 (1960).

Sanitary board may be incorporated and domesticated in adjoining state. — Since the incorporation of its sanitary board and its domestication in the state of Virginia was the only plan by which the power intended to be granted by the legislature to a city to construct a sewage disposal plant outside the State of West Virginia could be legally effectuated, the power to so incorporate its sanitary board was a necessary and incidental right to the main power granted. Bernard v. City of Bluefield, 117 W. Va. 556, 186 S.E. 298 (1936).

Member of city council may not serve as consulting engineer to the sanitary board on city sewer project. 49 Op. Att'y Gen. 60 (1961).

Mayor and city manager may not both be appointed to municipal sanitary board. — When a municipal corporation has a city man-

ager form of government, the municipality's governing board has the option of appointing either its mayor or its city manager (but not both) to the municipal sanitary board. 52 Op. Att'y Gen. 217 (1967).

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

Applied in Houchins v. City of Beckley, 127 W. Va. 306, 32 S.E.2d 286 (1944).

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

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

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

Editor's note. — The bracketed word was inserted by the editor. See § 50-1-17.

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

Any municipality operating a sewage collecting system and/or a sewage disposal plant or plants as defined in this article, or which as herein provided has ordered the construction or acquisition of such works (in this section called the owner), is hereby authorized to contract with one or more other municipal corporations or political subdivisions within the State (in this section called the lessee), and such lessees are hereby authorized to enter into such contracts with such owners, for the service of such works to such lessees and their inhabitants, but only to the extent of the capacity of the works without

impairing the usefulness thereof to the owners, upon such terms and conditions as may be fixed by the boards and approved by ordinances of the respective contracting parties: Provided, however, that no such contract shall be made for a period of more than forty years or in violation of the provisions of said ordinance authorizing bonds hereunder or in violation of the provisions of said trust indenture. The lessee shall by ordinance have power to establish, change and adjust rates and charges for the service rendered therein by the works against the owners of the premises served, in the manner hereinbefore provided for establishing, changing and adjusting rates and charges for the service rendered in the municipality where the works are owned and operated, and such rates or charges shall be collectible and shall be a lien as herein provided for rates and charges made by the owner. The necessary intercepting sewers and appurtenant works for connecting the works of the owner with the sewerage system of the lessee shall be constructed by the owner and/or the lessee upon such terms and conditions as may be set forth in said contract, and the cost or that part of the cost thereof which is to be borne by the owner may be paid as a part of the cost of the works from the proceeds of bonds issued under this article unless otherwise provided by said ordinance or trust indenture prior to the issuance of the bonds. The income received by the owner under any such contract shall, if so provided in said ordinance or trust indenture, be deemed to be a part of the revenues of the works as in this article defined and be applied as herein provided for the application of such revenues. (1933, Ex. Sess., c. 25, § 19; 1981, 1st Ex. Sess., c. 2.)

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

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

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

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

Any holder of any such certificates or any of the coupons attached thereto, and the trustee, if any, except to the extent the rights herein given may be restricted by said ordinance authorizing issuance of the bonds or by the trust indenture, may either at law or in equity, by suit, action, mandamus or other proceeding protect and enforce any and all rights granted hereunder or under such ordinance or trust indenture, and may enforce and compel performance of all duties required by this article or by such ordinance or trust indenture to be performed by the municipality issuing the bonds or by the board or any officer, including the making and collecting of reasonable and sufficient charges and rates for service rendered by the works. If there be any failure to pay the

principal or interest of any of the bonds on the date therein named for such payment, any court having jurisdiction of the action may appoint a receiver to administer the works on behalf of the municipality and the bondholders and/or trustee, except as so restricted, with power to charge and collect rates sufficient to provide for the payment of the expenses of operation, repair and maintenance and also to pay any bonds and interest outstanding and to apply the revenues in conformity with this article and the said ordinance and/or trust indenture. (1933, Ex. Sess., c. 25, § 21.)

Rules of Civil Procedure. — As to abolition of procedural distinctions between law and equity, see Rule 2, appearing in Vol. 1A. As to receivers, see Rule 66. As to application of rules to extraordinary remedies, see Rule 81(a)(5).

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

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

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

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

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

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

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

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

§ 16-13-22c. Refunding bonds.

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

§ 16-13-22d. Subordination of bonds.

Notwithstanding any other provisions to the contrary in this article, any municipality authorizing the issuance of bonds under this article in an effort to aid in the abatement or reduction of the pollution of any waters or streams may provide in the ordinance authorizing the issuance of the bonds and in any trust indenture pertaining thereto that such bonds, or any additional bonds that may thereafter be issued to extend or improve the works, shall, to the extent and in the manner prescribed, be subordinated and be junior in standing, with respect to the payment of principal and interest and the security thereof, to such other bonds as are designated in the ordinance. (1949, c. 93.)

§ 16-13-22e. Operating contract.

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

ipality as long as any of said bonds, or interest thereon, are outstanding and unpaid. (1955, c. 132.)

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

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

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

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

(a) The purpose or purposes to which the proceeds of sale of such bonds, or the revenues derived from said sewerage system, may be applied and the securing, use and disposition thereof, including, if deemed desirable, the appointment of a trustee or depositary for any of such funds;

(b) The pledging of all or any part of the revenues derived from the ownership, operation or control of such sewerage systems, including any part thereof heretofore or hereafter constructed or acquired or derived from any other sources, to the payment of the principal of or interest thereon of bonds issued hereunder and for such reserve or other funds as may be deemed necessary or desirable;

(c) The fixing, establishing and collecting of such fees, rentals or other charges for the use of the services and facilities of such sewerage system, including the parts thereof heretofore or hereafter constructed or acquired and the revision of same from time to time, as will always provide revenues at least sufficient to provide for all expenses of operation, maintenance and repair of such sewerage system, the payment of the principal of and interest on all bonds or other obligations payable from the revenues of such sewerage system, and all reserve and other funds required by the terms of the ordinance authorizing the issuance of such bonds;

(d) The transfer from the general funds of the municipality to the account or accounts of such sewerage system of an amount equal to the cost of furnishing the municipality or any of its departments, boards or agencies with the services and facilities of such sewerage system;

(e) Limitations or restrictions upon the issuance of additional bonds or other obligations payable from the revenue of such sewerage system, and the rank or priority, as to lien and source and security for payment from the revenues of such sewerage system, between bonds payable from such revenues;

(f) The manner and terms upon which all bonds and other obligations issued hereunder may be declared immediately due and payable upon the happening of a default in the payment of the principal of or interest thereon, or in the

performance of any covenant or agreement with bondholders, and the manner and terms upon which such defaults may be declared cured and the acceleration of the maturity of such bonds rescinded and repealed;

(g) Budgets for the annual operation, maintenance and repair of such sewerage system and restrictions and limitations upon expenditures for such purposes, and the manner of adoption, modification, repeal or amendment thereof, including the approval of such budgets by consulting engineers designated by holders of bonds issued hereunder;

(h) The amounts of insurance to be maintained upon such sewerage system, or any part thereof, and the use and disposition of the proceeds of any insurance;

(i) The keeping of books of account, relating to such undertakings and the audit and inspection thereof, and the furnishing to the holders of bonds issued hereunder or their representatives, reports prepared, certified, or approved by accountants designated or approved by the holders of bonds issued hereunder;

(j) Such other additional covenants as shall be deemed necessary or desirable for the security of the holders of bonds issued hereunder, notwithstanding that such other covenants are not expressly enumerated hereunder, it being the intention hereof to grant to such municipalities the power to make any and all covenants or agreements necessary in order to secure greater marketability for bonds issued hereunder as fully and to the same extent as such covenants or agreements could be made by a private corporation rendering similar services and facilities and to grant such municipalities full and complete power to enter into any contracts, covenants or agreements with holder of bonds issued hereunder not inconsistent with the Constitution of the State of West Virginia. (1955, c. 132.)

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

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

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

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

Notwithstanding any other provision contained in this article, and in addition thereto, the governing body of any municipal corporation which has received or which hereafter receives an order issued by the chief of the division of water resources or the state water resources board requiring such municipal corporation to cease the pollution of any stream or waters, is hereby authorized and empowered to fix, establish and maintain, by ordinance, just and equitable rates or charges for the use of the services and facilities of the existing sewer system of such municipal corporation, and/or for the use of the services and facilities to be rendered upon completion of any works and system necessary by virtue of said order, to be paid by the owner, tenant or occupant of each and every lot or parcel of real estate or building that is connected with and uses any part of such sewer system, or that in any way uses or is served thereby, and may change and readjust such rates or charges from time to time. Such rates or charges shall be sufficient for the payment of all the proper and reasonable costs and expenses of the acquisition and construction of plants, machinery and works for the collection and/or treatment, purification and disposal of sewage, and the repair, alteration and extension of existing sewer facilities, as may be necessary to comply with such order of the chief of the division of water resources or the state water resources board, and for the operation, maintenance and repair of the entire works and system; and the governing body shall create, by ordinance, a sinking fund to accumulate and hold any part or all of the proceeds derived from rates or charges until completion of said construction, to be remitted to and administered by the state sinking fund commission by expending and paying said costs and expenses of construction and operation in the manner as provided by said ordinance; and after the completion of the construction such rates or charges shall be sufficient in each year for the payment of the proper and reasonable costs and expenses of operation, maintenance, repair, replacement, and extension from time to time, of the entire sewer and works. No such rates or charges shall be established until after a public hearing, at which all the potential users of the works and owners of property served or to be served thereby and others interested shall have an opportunity to be heard concerning the proposed rates or charges. After introduction of the ordinance fixing such rates or charges, and before the same is finally enacted, notice of such hearing, setting forth the proposed schedule of such rates or charges, shall be given by publication of such notice as a Class II-0 legal advertisement in compliance with the provisions of article three [§ 59-3-1 et seq.], chapter fifty-nine of this Code, and the publication area for such publication shall be the municipality. The first publication shall be made at least ten days before the date fixed therein for the hearing. After such hearing, which may be adjourned from time to time, the ordinance establishing the rates or charges, either as originally introduced or as modified and

amended, may be passed and put into effect. A copy of the schedule of such rates and charges so established shall be kept on file in the office of the sanitary board having charge of the construction and operation of such works, and also in the office of the clerk of the municipality, and shall be open to inspection by all parties interested. The rates or charges so established for any class of users or property served shall be extended to cover any additional premises thereafter served which fall within the same class, without the necessity of any hearing or notice. Any change or readjustment of such rates or charges may be made in the same manner as such rates or charges were originally established as hereinbefore provided: Provided, however, that if such change or readjustment be made substantially pro rata, as to all classes of service, no hearing or notice shall be required. If any rate or charge so established shall not be paid within thirty days after the same is due, the amount thereof, together with a penalty of ten percent, and a reasonable attorney's fee, may be recovered by the sanitary board of such municipal corporation in a civil action in the name of the municipality. Any municipal corporation exercising the powers given herein shall have authority to construct, acquire, improve, equip, operate, repair and maintain any plants, machinery, or works necessary to comply with such order of the state water resources board, and the authority provided herein to establish, maintain and collect rates or charges shall be construed as a further additional and alternative method of financing such works and matters, and shall be independent of any other provision of this article insofar as such article provides for or requires the issuance of revenue bonds or the imposition of rates and charges in connection with such bonds: Provided, however, that except for the method of financing such works and matters, the construction, acquisition, improvement, equipment, custody, operation, repair and maintenance of any plants, machinery or works in compliance with an order of the state water resources board, and the rights, powers, and duties of such municipal corporation and the respective officers and departments thereof, including the sanitary board, shall be governed by the provisions of this article. (1955, c. 135; 1967, c. 105.)

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

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

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

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

WEST VIRGINIA CODE

ANNOTATED

VOLUME 5

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§ 16-10-4. Short title.

This article may be cited as the "Uniform Determination of Death Act." (1989, c. 206.)

ARTICLE 11.

SEXUAL STERILIZATION.

Wrongful pregnancy. — An action based on wrongful pregnancy is recognized in West Virginia. James v. Caserta, 332 S.E.2d 872 (W. Va. 1985).

In applying general rules governing damages to a wrongful pregnancy action, the following damages are recoverable, if proven: (1) Any medical and hospital expenses incurred as a result of a physician's negligence, including costs of the initial unsuccessful sterilization operation, prenatal care, childbirth, postnatal care, and a second sterilization operation, if obtained; (2) the physical and mental pain suffered by the wife as a result of the pregnancy and subsequent childbirth and as a result of undergoing two sterilization operations; and (3) recovery for the loss of consortium and loss of wages. James v. Caserta, 332 S.E.2d 872 (W. Va. 1985).

ARTICLE 13.

SEWAGE WORKS OF MUNICIPAL CORPORATIONS AND SANITARY DISTRICTS.

Sec.
16-13-1. Acquisition, operation, etc., of works; acquisition of property; issuance of bonds.
16-13-3. Powers of sanitary board; contracts; employees; compensation thereof; extensions and improvements; replacement of damaged public works.
16-13-15. Sinking fund; transfer of balance of net revenues.
16-13-22a. Grants, loans and advances.

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

Any municipal corporation and/or sanitary district in the state of West Virginia is hereby authorized and empowered to own, acquire, construct, equip, operate and maintain within and/or without the corporate limits of such municipal corporation, a sewage collection system and/or a sewage treatment plant or plants, intercepting sewers, outfall sewers, force mains, pumping stations, ejector stations, and all other appurtenances necessary or useful and convenient for the collection and/or treatment, purification and disposal, in a sanitary manner, of the liquid and solid waste, sewage, night soil and industrial waste of such municipal corporation and/or sanitary district, including acquisition of the municipal sewerage system resulting from the severance of a combined waterworks and sewerage system pursuant to section one-b [§ 8-20-1b], article twenty, chapter eight of this code, and shall have authority to acquire by gift, grant, purchase, condemnation, or otherwise, all

necessary lands, rights-of-way and property therefor, within and/or without the corporate limits of such municipal corporation and/or sanitary district, and to issue revenue bonds to pay the cost of such works and property; and any such municipality may serve and supply the facilities of such sewerage system within the corporate limits of such municipality and within the area extending twenty miles beyond the corporate limits of such municipality: Provided, That such municipality shall not serve or supply the facilities of such sewerage system within the corporate limits of any other municipality without the consent of the governing body thereof. No obligations shall be incurred by any such municipality and/or sanitary district in such construction or acquisition except such as is payable solely from the funds provided under the authority of this article. (1933, Ex. Sess., c. 25, § 1; 1955, c. 132; 1986, c. 118.)

Effect of amendment of 1986. — The amendment added "including acquisition of the municipal sewerage system resulting from the severance of a combined waterworks and sewerage system pursuant to section one-b, article twenty, chapter eight of this code," and made minor stylistic change.

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

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

operation of the works, and of other sewers and drains connected therewith so far as they may affect the operation of such works, and do all things necessary or expedient for the successful operation thereof. The sanitary board may declare an emergency situation in the event of collector line breaks or vital treatment plant equipment failure and shall be exempted from competitive bidding requirements and enter into direct purchase agreements or contracts for such expenses. All public ways or public works damaged or destroyed by the board in carrying out its authority under this article shall be restored or repaired by the board and placed in their original condition, as nearly as practicable, if requested so to do by proper authority, out of the funds provided by this article. (1933, Ex. Sess., c. 25, § 3; 1989, c. 133.)

Effect of amendment of 1989. — The amendment substituted "five thousand" for "one thousand" in the fourth sentence; and added the present sixth sentence.

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

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

Effect of amendment of 1986. — The amendment substituted "West Virginia municipal bond commission" for "state sinking fund commission" in four places; added the last sentence; and made other minor changes.

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

Textbooks. — Administrative Law in West Virginia (Neely), § 3.07.

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

Any municipality is authorized and empowered to accept loans or grants and procure loans or temporary advances evidenced by notes or other negotiable instruments issued in the manner, and subject to the privileges and limitations, set forth with respect to bonds authorized to be issued under the provisions of this article, for the purpose of paying part or all of the cost of acquisition or construction of said sewage works and the construction of betterments and improvements thereto, and for the other purposes herein authorized, from any authorized agency of the state or from the United States of America or any federal or public agency or department of the United States or any private agency, corporation or individual, which loans or temporary advances, including the interest thereon, may be repaid out of the proceeds of bonds authorized to be issued under the provisions of this article, the revenues of the said sewage works or grants to the municipality from any agency of the state or from the United States of America or any federal or public agency or department of the United States or any private agency, corporation or individual or from any combination of such sources of payment, and to enter into the necessary contracts and agreements to carry out the purposes hereof with any agency of the state, the United States of America or any federal or public agency or department of the United States, or with any private agency, corporation or individual. Any other provisions of this article to the contrary not-

withstanding, interest on any such loans or temporary advances may be paid from the proceeds thereof until the maturity of such notes or other negotiable instrument.

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

Effect of amendment of 1986. — The amendment added the last sentence in the first paragraph.

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

Textbooks. — Administrative Law in West Virginia (Neely), § 3.07.

ARTICLE 13A.

PUBLIC SERVICE DISTRICTS FOR WATER, SEWERAGE AND GAS SERVICES.

Sec.
16-13A-1. Legislative findings.
16-13A-1a. Jurisdiction of the public service commission.
16-13A-1b. County commissions to develop plan to create, consolidate, merge, expand or dissolve public service districts.
16-13A-1c. General purpose of districts.
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16-13A-3. District to be a public corporation and political subdivision; powers thereof; public service boards.
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16-13A-4. Board chairman; members' compensation; procedure; district name.
16-13A-5. General manager of board.
16-13A-7. Acquisition and operation of district properties.
16-13A-9. Rules and regulations; service rates and charges; discontinuance of service; required water and sewer connections; lien for delinquent fees.
16-13A-11. Accounts; audit.
16-13A-13. Revenue bonds.
16-13A-18a. Sale, lease or rental of water, sewer or gas system by district; distribution of proceeds.
16-13A-21. Complete authority of article; liberal construction; district to be public instrumentality; tax exemption.
16-13A-24. Acceptance of loans, grants or temporary advances.
16-13A-25. Borrowing and bond issuance; procedure.

Cited in State v. Neary, 365 S.E.2d 395 (W. Va. 1987).

§ 16-13A-1. Legislative findings.

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

In addition to the expanded powers which shall be given to the public service commission, the Legislature also concludes that it is in the best interest of the public for each county commission to review current technology available and consider consolidating existing public service districts where it is feasible and will not result in the interference with existing bond instruments. Further, if such consolidation is not feasible, the Legislature finds that it is in the best interest of the public for each county commission to review current technology available and consider consolidating or centralizing the management of public service districts within its county or multi-county area to achieve efficiency of operations. The Legislature also finds that additional guidelines should be imposed on the creation of new public service districts and that county commissions shall dissolve inactive public service districts as hereinafter provided. The Legislature also finds that the public service commission shall promulgate rules and regulations to effectuate the expanded powers given to the commission relating to public service districts. (1953, c. 147; 1980, c. 60; 1986, c. 81.)

Effect of amendment of 1986. — The amendment rewrote the section.

§ 16-13A-1a. Jurisdiction of the public service commission.

The jurisdiction of the public service commission relating to public service districts shall be expanded to include the following powers, and such powers shall be in addition to all other powers of the public service commission set forth in this code:

(a) To study, modify, approve, deny or amend the plans created under section one-b [§ 16-13A-1b] of this article for consolidation or merger of public service districts and their facilities, personnel or administration;

(b) To petition the appropriate circuit court for the removal of a public service district board member or members; and

OFFICIAL DIRECTORY

The City of Sistersville, (1910-11)

OFFICERS.

Mayor .....J. T. Loughney
City Clerk ..... Bert Noll
Collector and Treasurer ..... W. E. Cummings
Commissioner of Water Works.....C. E. Lindsley
City Attorney .....Arlen G. Swiger
Health Officer .....Dr. G. A. Jennings
City Engineer ..... H. M. Stanbery
Chief of Police.....D. M. Boyd

CITY COUNCIL

First Ward—E. A. Ryan and T. W. Bell.
Second Ward—Joseph E. Magner and O. F. Langworthy.
Third Ward—A. G. Springer and H. H. Work.
Fourth Ward—C. R. Kerr and A. A. McKelvy.

CITY CHARTER

AN ACT to amend and re-enact the Charter of the Town of Sistersville, in the County of Tyler. (Passed February 27, 1866.)

Be it enacted by the Legislature of West Virginia:

The charter of the town of Sistersville, in the county of Tyler, is hereby amended and re-enacted so as to read as follows:

Corporate Limits.

1. The corporate limits and boundaries of the town of Sistersville, shall be as follows: Beginning at the Ohio river below the center of Diamond street, thence up said river and with the same, eight-four poles to a stone, thence south thirty-five degrees east, seventy-six poles to a stone, thence south forty-one degrees west, one hundred and fifty-four poles to a stone, thence north thirty-five degrees west, ninety-eight poles to said river, and up said river and along the same, sixty-five poles to the place of beginning.

Municipal Authorities.

2. The municipal authorities of said town shall be a Mayor, Recorder, and five Councilmen, who together shall form a common council. They shall be elected by the citizens of said town entitled to vote under this act, for one year, unless chosen to fill a vacancy, and until their successors shall have been elected and qualified, and shall be residents of said town entitled to vote for members of its common council.

Corporation.

3. The Mayor, Recorder and Councilmen, so soon as they

have been elected and qualified, shall be a body corporate by the name of "The Town of Sistersville," and shall have perpetual succession and a common seal, and by that name may sue and be sued, may rent or purchase and hold real estate necessary to enable them to discharge their duties and needful for the good order, government and welfare of said town. The corporate powers thereof shall be exercised by said council, or under their authority, except where otherwise provided.

Town Officers.

4. There shall be a town sergeant, a treasurer and assessor appointed by the council, to continue in office during its pleasure, and perform the duties respectively, as hereinafter prescribed, or as may be required by said council.

Elections.

5. The first election under this act shall be held on the fourth Thursday in March, eighteen hundred and sixty-six, at the place in said town where the board of trustees meet, under the supervision of a Justice of Lincoln township and annually thereafter there shall be an election on the same day in each year, at such place and under such supervision as the council of said town may prescribe. The person conducting the first election, shall give a certificate of the persons elected, and deliver the same to the clerk of the board of trustees of said town, who shall notify the persons so elected of the same, and their term of office shall commence on the first Monday of April next after their election. Said certificate shall be entered on the records of said council.

Same Subject.

6. All persons resident in said town, and entitled to vote for county and township officers, shall be entitled to vote for mayor, recorder and councilmen. At all elections the vote shall

be by ballot, and when two or more persons for the same office at any election shall receive an equal number of votes, the person or persons conducting such election shall decide which of said persons shall be returned elected. And all contested elections shall be determined by the council for the time being, and when a vacancy shall occur from any cause in the office of mayor, recorder, or in the council, the vacancy shall be filled by appointment of the council.

Oaths of Officers.

7. The mayor, recorder, councilmen, sergeant, treasurer and assessor shall each, before entering upon the duties of his office, and within ten days after notice of his election, make oath or affirmation before an officer authorized to administer oaths, as required of officers by the act of November sixteenth, eighteen hundred and sixty-three, that they will well, truly and impartially discharge the duties of their said offices respectively. The mayor having taken such oath or affirmation, may administer the oaths aforesaid to the other officers and councilmen. Certificates of said oaths or affirmations shall be recorded in the journal of the proceedings of the council; and where any four of the councilmen shall have been so qualified, they shall enter upon their said offices and supersede the former councilmen. "

How Vacancies May Occur.

8. If any one elected mayor, recorder or councilman shall not have been eligible, or shall fail or refuse to take the oath or affirmation required by this act, within the ten days aforesaid, or shall die or remove from said town, such office shall be declared vacant, and the vacancy filled as hereinbefore prescribed, but in all cases from the citizens of the town eligible to such office under this act.

Council.

9. The council shall be presided over at its meetings by the mayor, or in his absence by one of the councilmen, chosen by a majority of the council present, and a majority of the council shall be necessary to constitute a quorum to do business. The council shall cause to be kept in a journal an accurate account of its proceedings, by-laws, acts and orders, which shall be open to the inspection of the voters of the town. The proceedings of the last meeting shall be read to the council, corrected when necessary, and signed by the person presiding for the time being. Upon the call of any member, the ayes and noes on any question shall be called and recorded in the journal. The mayor shall vote only in cases of a tie, and shall have the casting vote.

Powers of Council.

10. The council shall have power within said town to lay off, open, curb and pave streets, alleys, walks and gutters for the public use, and to alter, improve and to light the same, as well as the streets and alleys now open, and to have said streets and alleys kept in good order and free from obstructions on or over them; to regulate the width of the sidewalks and streets, and to order the sidewalks, footways and gutters to be curbed, paved and kept in good order, free and clean by the owners or occupants of the adjacent property; to lay off public grounds and provide, contract for and take care of public buildings proper to the town; to prevent injury or annoyance to the public or individuals from anything dangerous, offensive or unwholesome; to abate or cause to be abated anything which, in the opinion of a majority of the whole council, shall be a nuisance; to regulate the keeping of gunpowder and other combustibles; to provide for the burial of the dead, and, for this purpose, may purchase and hold the land necessary for a cemetery, near or convenient to said town, and provide for its improvement and security; to provide for making division

fences, and for shade and ornamental trees, and against danger or damage from fires or contagious diseases; to organize one or more fire companies and provide buckets, hooks, ladders and engines, or any of them, for their use; to provide a revenue for the town and appropriate the same, and to provide the annual assessment of taxable persons and property of the town; to adopt rules for the government of its own body; to promote the general welfare of the town; and protect the property and preserve peace and good order therein; to appoint such officers as they may deem proper, including a sergeant, assessor and treasurer; to define their powers and prescribe their duties, fix their terms of service and compensation, require and take from them bonds, with such surety and in such penalty as the council may determine, conditioned for the true and faithful discharge of their duties, (all bonds to be made payable to the town by its corporate name); to regulate and provide for weighing and measuring hay, coal and other articles sold or for sale in said town, and to regulate the transportation thereof through the streets, and, generally, to do such things as the council shall deem necessary for the interests, prosperity, peace and good order of the citizens of said town.

Same Subject.

11. To carry into effect these enumerated powers and all others conferred upon the said town or its council, expressly or by implication, in this or any other acts of the legislature, the council shall have power to adopt and enforce all needful orders, by-laws and ordinances, not contrary to the constitution and laws of this state, and to prescribe, impose and enforce reasonable fines and penalties, including imprisonment for a term not exceeding thirty days, under the judgment and order of the mayor of said town, or the person lawfully exercising his functions. The council, with the consent of the supervisors of Tyler county, entered of record, may have the right to use the jail of said county for any purpose necessary in the administration of its affairs.

Annual Levy.

12. The annual levy ordered by the council may be upon all male persons within said town over twenty-one years of age, and on all real and personal estate not exempt from state taxation, and all other subjects in said town as may at the time be assessed with state taxes; provided the tax do not exceed seventy-five cents on every one hundred dollars of the value of the real and personal property or one dollar per head on each taxable person. So much of the land within the corporate limits of said town, as shall be worked for farming purposes, exceeding one acre in an enclosure, shall be exempt from taxation by said council, during the year it shall be so used.

Licenses.

13. When anything for which a state license is required is to be done within the said town, the council may require a town license to be had for doing the same, and may impose a tax thereon for the use of the town, and the council may in any case require from the person so licensed a bond with sureties in such penalty and with such condition as it may determine.

Duties, Powers and Compensation of Sergeant.

14. The sergeant shall collect the town taxes, fines, levies and licenses, and after thirty days from the time he may receive the books of the assessor of said town, may distrain and sell therefor in like manner as a sheriff may for state taxes, and shall in all respects have the same powers as a sheriff to enforce the payment and collection thereof. (He shall act as a conservator of the peace, quell all riots, disperse all unlawful assemblies, and arrest and bring before the mayor all disorderly persons.) He shall execute all process issued by the mayor, collect all monies required thereby, and shall exercise the duties of a constable in regard thereto, and receive the same compensation therefor, and be liable under his bond for

all money collected by him, to be recovered in the same manner and before the same tribunals, that the same are now recovered against constables.

Lien and Sale for Taxes on Real Estate.

15. There shall be a lien on real estate for the town taxes assessed thereon, from the commencement of the year for which they are assessed, and the council may order and require the same to be sold or rented by the sergeant at public auction for the arrears, with interest thereon, with such per centum as the council may prescribe for charges and expenses thereof, and may regulate the terms upon, and the time within which the same may be redeemed. No such sale or renting shall be ordered until such realty shall be returned delinquent, and the sale shall be after three weeks notice published in a newspaper in said county (if any) or by posting said notice at the postoffice in said town.

Duties, Powers and Compensation of Mayor.

16. The mayor shall be the chief executive officer of said town; shall take care that the by-laws, ordinances and orders of the council are faithfully executed; shall be ex-officio a conservator and justice of the peace in the town, and shall within the same, exercise all the powers and duties vested in justices, except that he shall have no jurisdiction in civil actions on contract; shall see that peace and good order are preserved, and that persons and property are protected in the town, and may appoint special police officers for that purpose when he deems it necessary; shall have power to issue orders of arrest, and executions for all fines and costs imposed by him, or may require immediate payment thereof, and in default of such payment may commit the party in default to the jail of the county until the fine and costs be paid; but the term of imprisonment in such case shall not exceed thirty days. He shall receive a compensation for his services, to be fixed by the council, which shall not be increased or diminished for the term for which he was elected.

Duties and Compensation of Recorder.

17. The recorder shall keep a journal of the proceedings of the council, and have charge of and preserve the records of the town, and shall receive a compensation for his services to be fixed by the council, which shall not be increased or diminished for the term for which he was elected.

Duty of Treasurer.

18. All moneys belonging to said town shall be paid over to the treasurer, who shall pay out the same upon the order of the mayor, countersigned by the recorder, and not otherwise: and for any default or liability upon the part of the treasurer or the sergeant, the council in the corporate name of said town may on motion, after ten days notice, obtain judgment before the circuit court of said county on account thereof, against them and their securities respectively, or their heirs or legal representatives.

Tax for Roads, and Labor Thereon.

19. The said town and taxable persons and property therein, shall be exempt from all expense or liability for the construction or repair of roads or bridges outside the corporate limits of said town: but nothing in this act shall be construed to exempt the inhabitants of said town from performing work on the roads and bridges outside of said corporation.

Effect of Former Acts.

20. All rights, privileges and properties of the said town heretofore acquired by any act now in force, shall continue and remain vested in said town by this act, and all laws inconsistent with this act are repealed.

Charter Amendment

AN ACT to amend and re-enact and to reduce into one Act, the several Acts incorporating the town of Sistersville, in the county of Tyler; defining the powers thereof, and describing the limits of said town; and incorporating the city of Sistersville, in said Tyler county.

(Passed February 16, 1899. Effective from passage. Approved February 20, 1899.)

City of Sistersville Incorporated.

Be it enacted by the Legislature of West Virginia:

1. That the inhabitants of so much of the county of Tyler as is within the bounds prescribed by section two of this Act, and their successors, shall be and remain, and they are hereby made, a body politic and corporate, by the name of "The City of Sistersville," and as such shall have perpetual succession and a common seal, and by that name may sue and be sued, plead and be impleaded, purchase, lease and hold, real estate, personal property, necessary to the purpose of said corporation.

Boundaries.

2. The corporate limits of said city shall hereafter be as follows: Beginning at a point in the Ohio river, at low water mark, at the mouth of Forsyth's run, thence up said run, with meanders thereof, 61.5 rods to a rock below falls; thence south two degrees east, 73.3 rods to a stone in line between Shay and Woods: thence south 37 degrees and 55 minutes west, 82.6 rods to a stone in the line between McCoy heirs and J. B. McCoy: thence with said line north 48 degrees and 16 minutes west, 28 rods to a stone; thence south 42 degrees and 4 minutes west, 93.2 rods to a stone; thence north 33 degrees and 11 minutes

west, to the Ohio river, at low water mark; thence up said river with the meanders thereof to the place of beginning.

3. The territory of said city shall be divided as follows:

First Ward Boundaries.

First Ward—Beginning at a point where the center of Charles street intersects the Ohio river at low water mark; thence southeast along the center of Charles street to the easterly line of said city of Sistersville; thence south 42 degrees and 4 minutes west, to a stone, being the stone at the southeasterly corner of said city of Sistersville; thence south 33 degrees and 11 minutes west, to the Ohio river, at low water mark; thence up the Ohio river with the meanders thereof to the place of beginning.

Second Ward Boundaries.

Second Ward—Beginning at a point where the center of Wells street intersects the center of Charles street, thence westerly along the center of Charles street to the Ohio river at low water mark; thence up the Ohio river with the meanders thereof, to a point where the center of Hill street intersects the Ohio river, at low water mark; thence up the center of Hill street northeasterly to where the center of Wells street intersects the center of Hill street; thence southerly along the center of Wells street to the center of Charles street, the place of beginning.

Third Ward Boundaries.

Third Ward—Beginning at a point where the center of Wells street intersects the center of Hill street, thence easterly along the center of Hill street and the continuation thereof to Slaughter House run, and up Slaughter House run on the southerly side thereof, to the easterly line of said city of Sistersville; thence south 37 degrees and 55 minutes west, to a

stone; thence north 48 degrees and 16 minutes west, 28 poles to a stone; thence south 42 degrees and 4 minutes west, to the center of Charles street; thence westerly along the line of the center of Charles street to a point where the center of Wells street intersects the center of Charles street; thence up Wells street and along the center thereof to the center of Hill street, the place of beginning.

Fourth Ward Boundaries.

Fourth Ward—Beginning at a point where the center of Hill street intersects the Ohio river, at low water mark, thence up the Ohio river with the meanders thereof to a point, at low water mark, in the middle of the mouth of Forsyth's run; thence along said run with the meanders thereof 61.5 rods to a rock below falls; thence south 2 degrees, east, 73.3 rods to a stone in the line between Shay and Woods; thence south 37 degrees and 55 minutes west, to the southerly bank of Slaughter House run; thence down Slaughter House run on the southerly side thereof and with the meanders thereof to the extension of Hill street; thence down the center of Hill street to the Ohio river, at low water mark, the place of beginning.

Council May Change Wards.

The number and boundaries of wards of said city may be changed by the Council thereof.

Council; How Formed; Compensation.

4. The municipal authorities of said city shall consist of a Mayor and eight Councilmen, who together shall form a common Council, and who shall receive such compensation as the Council shall from time to time determine, and which shall not be increased or diminished during their term of office.

Corporate Powers to be Exercised; by Whom.

5. All the corporate powers of said corporation shall be exercised by said Council or under their authority; except when otherwise provided.

Qualification of Officers.

6. The Mayor, Assessor and Councilmen, at the time of their election, shall be freeholders in said city, and be entitled to vote for the member of the common Council of said city, as residents and legal voters therein.

Officers.

7. There shall be a Chief of Police, City Attorney, Superintendent of Streets, Commissioner of Water Works, City Physician, Assessor, three Auditors, City Collector and Treasurer, City Surveyor and City Clerk of said city; who at the time of their election or appointment shall be entitled to vote for the members of its common Council. The City Attorney, City Physician and City Surveyor, shall be appointed by the common Council, to hold their respective offices for the term of one year from the first Monday in April, or until their successors shall have been appointed and qualified.

Election; When Held; Term of Office.

8. On the fourth Thursday in March, one thousand eight hundred and ninety-nine, and on said day of each succeeding year there shall be elected by the qualified voters of said city a Mayor, City Collector and Treasurer, Assessor, three Auditors, and City Clerk, who shall hold their respective offices for one year and until their successors shall be elected and qualified.

Councilmen; Who Eligible; How Elected.

9. On the same day first mentioned in the preceding section, two members of the council shall be elected in each ward in said city, who shall reside in the ward for which they are elected; and the candidate receiving the highest number of votes shall be elected for two years, from the first Monday in April succeeding his election, and the candidate receiving the next highest number of votes, shall be elected for one year from the first Monday in April succeeding his election; and on the same day of each succeeding year, one member of the Council shall be elected in each ward in the said city, whose term of office shall be two years from the first Monday in April succeeding his election, and until his successor shall be elected and qualified.

Councilmen to be Elected by Wards; Who to Vote.

Each ward shall constitute an election precinct, and the Council shall establish a voting place in each, and the election of Councilmen shall be by wards. No voter shall be entitled to vote at any city election, except in the ward in which he resides, and if any voter shall vote for any person for Councilman, who is not a resident of the ward in which he is voted for, such vote or votes shall not be counted for such person or persons.

Who Entitled to Vote.

10. Every male person residing in said city, shall be entitled to vote for all officers elected under this act; but no person who is a minor or of unsound mind, or a pauper, or who is under conviction of treason, felony, or bribery in an election, or who has not been a resident of this State for one year, and of the City of Sistersville for six months, and is a bona fide resident of the ward in which he offers to vote; and each voter shall be entitled to vote for only two Auditors.

Mode of Voting.

11. In all elections by the people the mode of voting shall be by ballot; but the voter shall be left free to vote by open, sealed or secret ballot, as he may elect.

Election; How Held and Conducted.

The election in said city shall be held and conducted and the result thereof certified, returned and finally determined, under the laws in force in this State, relating to general elections, on the tenth day of March, eighteen hundred and ninety-one. The corporate authorities of said city shall perform the duties in relation to such election required by general law of county courts and officers on March tenth, eighteen hundred and ninety-one, and the provisions of chapter three of the Code of West Virginia in effect on that date concerning elections by the people, shall govern such election, and be applicable thereto; and the penalties therein prescribed for offenders relating to elections shall be enforced against the offenders at such corporate elections; and said act shall have the same force and effect as if it were specially applicable to such corporate elections.

The Vote; How Decided.

12. Whenever two or more persons shall receive an equal number of votes for Councilman or other city officer, such tie shall be decided by the Council in being.

Contests; How Decided.

13. All contested elections shall be heard and decided by the common Council for the time being; and the contest shall be made and conducted in the same manner as provided for in contest for county and district officers; and the common Council shall conduct their proceedings in such cases, as nearly as

practicable, in conformity with proceedings of the county court in such cases.

Vacancy; How Filled.

14. Whenever a vacancy shall occur, from any cause, in the office of Mayor, Councilman, City Collector and Treasurer, Chief of Police, Superintendent of Streets, Commissioner of Water Works, the Council for the time being, shall, by a vote of the majority of those present, fill the vacancy until the next election, at which time a successor to fill the unexpired term of such office, shall be elected by the people, or be appointed by the Council.

Appointive Officers.

15. The Chief of Police, Superintendent of Streets, Commissioner of Water Works, City Attorney, City Physician, and City Surveyor, shall be appointed by the Council.

Authority of Council to Appoint Officers.

The Council shall also have authority to provide by ordinance for the appointment of such other officers as shall be necessary and proper to carry into full force any authority, power, capacity or jurisdiction, which is or shall be vested in the said city, or in the Council, or in the Mayor, or any officer or body of officers, thereof, and to grant to the officers, so appointed, the power necessary or proper for the purpose above mentioned.

Duties of Officers; How Defined; Compensation.

The Council shall, by ordinance, define the duties of all officers so appointed or elected as aforesaid, and allow them reasonable compensation, which shall be by monthly salaries, and

not otherwise, except as to the collection of taxes, and which compensation shall not be increased or diminished during their term of office; and shall require and take from all those whose duty it shall be to receive its funds, assets or property, or have charge of the same, such bonds, obligations or other writings, as they shall deem necessary or proper to insure the faithful performance of their several duties.

Removal From Office.

All officers so appointed or elected, may be removed from office for malfeasance, nonfeasance or misfeasance, by the Council, and, unless their term of office be otherwise fixed by ordinance, they shall be considered as holding their respective offices at the pleasure of the Council.

Powers of Chief of Police

The Chief of Police shall have all powers, rights, and privileges within the corporate limits of said city in regard to the arrest of persons, the collection of claims, the execution and return of processes, that can be legally exercised by a constable of a district within the same, and he and his sureties shall be liable to all fines, penalities and forfeitures, that a constable of a district is legally liable to, for any failure or dereliction in his said office; to be recovered in the same manner and in the same courts that the said fines, penalties and forfeitures are now recovered against such district constable. It shall be the duty of the Collector and Treasurer, to collect city taxes, licenses, levies, assessments, and such other city claims as are placed in his hands for collection, by the Council, and may distrain and sell for State taxes; and he shall have, in all other respects, the same power as a Sheriff to enforce the payment and collection thereof.

Officers Must be Residents

All officers appointed by the Council must be residents of the city at the time of their appointment.

Bonds; How Payable.

16. All bonds, obligations or other writings, taken in pursuance of any provision of this Act, shall be made payable to "The City of Sistersville;" and the respective persons, and their heirs, executors, administrators and assigns bound thereby, shall be subject to the same proceedings on the said bond, obligation and other writing, for enforcing the conditions of the terms thereof, by motion or otherwise, before any court of record held in and for the county of Tyler, that collectors of county levies and other sureties are or shall be subject to on their bonds, for enforcing the payment of the county levies.

Officers to Give Bond.

17. The Mayor and Council and all other officers provided for in this Act, shall each, before entering upon the duties of their office, and within one week from the date of their election or appointment, give the bond required from any office by section fifteen of this Act, and take the oath prescribed by law for all officers of this State, and make oath that they will truly, faithfully and impartially, to the best of their ability, discharge the duties of their respective offices, so long as they continue therein.

Before Whom Taken.

Said oath or affirmation may be taken before any person authorized to administer oaths, under the laws now in force, or before the Mayor or City Clerk of said city.

Term of Office.

18. The Mayor and all other officers, provided for in this Act, shall enter upon the duties of their offices upon the first Monday of April each year, as soon as they are qualified, and

shall continue therein until their successors are elected or appointed and qualified.

Election of Person Ineligible.

19. If any person elected to the office of Mayor, Councilman, Collector and Treasurer, Auditor, or City Clerk, shall not be eligible to such office, under the provisions of this Act, or shall fail to qualify as herein required, the Council for the time being, shall declare his said office vacant, and shall proceed to fill the vacancy as required by this Act.

Mayor to be Chief Executive Officer; and Ex-Officio Justice of the Peace.

20. The Mayor shall be the Chief Executive officer of the city, and shall take care that the orders, by-laws, ordinances, acts and resolutions of the Council thereof, are faithfully executed. He shall be ex-officio a justice and conservator of the peace within the city; and shall, within the same, have, possess, and exercise all the powers and perform all the duties, vested by law in a justice of the peace, except that he shall have no jurisdiction in civil cases, or causes of action arising out of corporate limits of the city.

Power to Issue Attachments.

He shall have the same power to issue attachments in civil suits as a justice of his county has, though the cause of action arose out of his city. But in such cases he shall have no power to try the same; but said attachment shall be returnable to and be heard before some justice of his county.

Warrants, Etc., to be Executed; Where.

Any warrant or other process issued by him, may be executed at any place in the county; he shall have control of the

police of the city, and may suspend any policeman for cause, and he may appoint special police officers whenever he deems it necessary; and it shall be his duty especially to see that the peace and good order of the city are preserved, and that persons and property therein are protected; and to this end he may cause the arrest and detention of all riotous and disorderly persons in the city, before issuing his warrant therefor.

Power to Issue Executions.

He shall have the power to issue executions for all fines, penalties and costs imposed by him, or he may require the immediate payment thereof, and in default of such payment, he may commit the party in default, to the jail of the county of Tyler, or other place of imprisonment in such corporation, if there be one, until the fine or penalty and costs shall be paid; but the term of imprisonment in such cases shall not exceed thirty days.

Appeal Allowed; When.

And in all cases where a person is sentenced to imprisonment, or to the payment of a fine of ten dollars or more (and in no case shall a judgment for a fine of less than ten dollars, be given by the Mayor if the defendant, his agent or attorney, object thereto), such person shall be allowed an appeal from such decision to the Circuit court of said Tyler county, upon the execution of an appeal bond with surety deemed sufficient by the Mayor, in a penalty double the amount of the fine and costs imposed by the Mayor, with condition that the person proposing to appeal will perform and satisfy any judgment which may be rendered against him by the Circuit court, on such appeal.

Papers, Etc., to be Delivered; to Whom.

If such appeal be taken, the warrant of arrest (if there be

any), the transcript of the judgment, the appeal bond and other papers of the case, shall be forthwith delivered by the Mayor, to the clerk of said court; and the court shall proceed to try the case as upon indictment or presentment, and render such judgment, including that of costs, as the law and the evidence may require.

Recommendations by Mayor.

The Mayor shall, from time to time, recommend to the Council such measures as he may deem needful to the welfare of the city.

Expense of Imprisonment; How Paid.

The expense of maintaining any person committed to the jail of the county by him, except it be to answer an indictment, or be under the provisions of sections two hundred and twenty-seven and two hundred and twenty-eight of chapter fifty, of the amended Code of this State, shall be paid by the city.

Mayor to Give Bond Before Collecting Money.

But the Mayor shall not receive any money belonging to the State, or individuals, unless he shall give the bond and security required of a Justice of the Peace, by chapter fifty of the said Code, and all the provisions of said chapter, relating to money received by justices, shall apply as to like moneys received by the Mayor.

Mayor to Pay Fines Collected; to Whom; and When.

The Mayor shall pay all moneys received by him for fines, or by virtue of his office, belonging to the city to the Collector and Treasurer of the city, within one week after he receives the same.

City Clerk; His Duties; to Act as Mayor; When.

21. The City Clerk shall keep the journal of the proceedings of the Council and have charge of and preserve the records of the city; and in the absence from the city, or in the case of sickness or inability, of the Mayor, or during any vacancy in the office of Mayor he shall perform the duties of Mayor which pertain to him as the Chief Executive of said city, and be vested with all the power necessary for the performance of such duties.

He shall be a conservator of the peace within the city.

Quorum.

22. The presence of a majority of the Council shall be necessary to make a quorum for the transaction of business.

Minutes of Council.

23. The Council shall cause to be kept by the clerk in a well-bound book, to be called the "minute book," an accurate record of all its proceedings, ordinances, acts, orders and resolutions, and in another, to be called "ordinance book," accurate copies of all general ordinances adopted by the Council; both of which shall be fully indexed and open to the inspection of any one required to pay taxes to the city or who may be otherwise interested.

Papers to be Filed and Preserved.

All oaths and bond of officers in the city, and all papers of the Council, shall be endorsed, filed and securely kept by the clerk.

Record of Bonds.

The bond of officers shall be recorded in a well-bound book, to be called the "record of bonds."

Clerk's Duties.

The clerk shall perform all such other duties as may by ordinance of the Council be prescribed.

Printed Ordinances, Etc., Prima Facie Correct.

All printed copies of such ordinances, purporting to be published under authority of the Council and 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.

Council Meeting; Minutes.

24. At each meeting of the Council the proceedings of the last meeting shall be read and corrected, if erroneous, and signed by the presiding officer for the time being.

Ayes and Noes.

Upon the call of any member, the ayes and noes on any question shall be taken and recorded in the journal, and the roll shall be called alphabetically.

Vote of Mayor.

25. The Mayor shall have a vote only in case of a tie.

Council Meetings; Regular and Special.

26. The meeting of the Council shall be held at such places in said city, and at such times, as they shall from time to time ordain and appoint; but it shall be lawful for the Council, by ordinance, to vest in any officer of said city, or in any member

or number of members of their own body, the authority to call special meetings; and it shall, by ordinance, prescribe the mode in which notice of such meetings shall be given, and no business shall be transacted unless a majority of all the members of which it then consists, shall be present, except that a less number may compel the attendance of absent members, under such reasonable penalties as they may think proper to impose; and all questions put except in such matters as are hereinafter provided for, shall be decided by a majority of the members present.

City Funds; How Paid Out.

27. All moneys belonging to the city shall be paid over to the City Collector and Treasurer; and no money shall be paid out by him, except as the same shall have been appropriated by the Council, and upon an order signed by the Mayor and City Clerk, and not otherwise.

Powers of Council.

28. The Council of said city shall have power to lay off, vacate, close, open, alter, grade and keep in good repair the roads, streets, alleys, pavements, sidewalks, cross walks, 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, foot ways, drains and gutters to be kept in good order, free and clean, by the owner or occupants of the real property next adjacent thereto; to establish and regulate markets, prescribe the time of holding the same, provide suitable and convenient buildings therefor, and prevent the forestalling of such markets; to prevent injury or annoyance to the public, or to individuals, from anything dangerous, offensive or unwholesome, to prohibit or regulate slaughter houses, 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, or at the expense of the persons causing the same, or by or at the expense of the owner or occupant of the grounds 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 subjected 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 gun powder 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 draining of city lots or other parcels of land by or at the expense of the owner or occupant thereof; to provide against danger of damage by fire; to punish for assault and batteries; to prohibit the keeping of or 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 sale of all intoxicating liquors, mixtures and preparations, beer, ale, wine or drinks of a like nature; 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 Chief of Police in the discharge of his duties; to build or purchase, or lease and use as a suitable place of imprisonment, within or near the said city, for the safe keeping or punishment of persons charged with or convicted of the violation of ordinances; to erect or authorize or prohibit the erec-

tion of gas or water works within the city limits; to prevent injury of 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 or other articles sold or kept, or offered for sale within said city, and to esablish rates and charges for said weighing or measuring; to regulate the running and speed of engines and cars within the said city; to create by ordinance 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, including dogs kept in said city and regulate their running at large, and to provide 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.

Ordinances; How Adopted and Enforced.

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 the authority, capacity and jurisdiction which is or shall be granted or vested in the said city, or in the Council, or in any officer or body of officers of said city; to enforce any or all 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 on any of the public works or improvements, undertaken or to be undertaken by said city, or to labor at any work which the said 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 city Council for like labor from other employees of said city, until any fine

or fines 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; and all ordinances relating to licenses and the sale of spirituous liquors, malt liquors or wines, and the keeping of or dwelling or loitering in houses of ill fame; and such police regulations as may be ordained for said city, and the right and power to enforce the same shall extend one mile, in the State of West Virginia, beyond the corporate limits of the city: provided, however, that no fine shall be imposed exceeding one hundred 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 the city or in case of his absence or inability to act, by the clerk of said city, or if he be unable to act, then a member of the Council, to be appointed by the Council for that purpose.

Additional Powers of Council; Water Works.

In addition to the powers above enumerated, the said city Council shall have power to improve, amplify and expand the water works of said city, and to contract for an adequate supply of pure, healthful water for said city, and do all things necessary to adequately supply said city with pure, wholesome water; and provide, contract for and construct an adequate sewerage system for said city.

State Licenses; Sole Power in Council to Grant or Refuse.

When anything for which a State license is required is to

be done within the limits of said city, the Council may decide whether such license may be granted or not, and if granted it shall be assessed and collected the same as if granted by the County court of Tyler county; such license shall be issued in the manner and form provided by sections ten and eleven of chapter thirty-two of the Code of West Virginia. And the sole and exclusive power is vested in the said city Council to grant or refuse State licenses within the limits of said city. When any such license as is hereinbefore mentioned, is granted by said city Council, said city Council may impose a tax thereon for the use of the city in conformity with the State law, and shall also require of the licensee bonds payable to the said city in its corporate name, with good security; such bonds to be approved by said Council, and to be in the same penalty as required by the State law. And said city Council may revoke such license at any time the condition of said bond be broken, upon ten days previous notice to the person, persons or corporation holding the same.

Suit on Such Bond.

And suits may be prosecuted and maintained on such bond, as prescribed in section twenty-two of chapter thirty-two of the Code of West Virginia, by the same person, in the same manner, and to the same extent, as upon the bonds mentioned in said section, and all the provisions of said section in relation to the bonds therein mentioned shall be applicable to the bonds required by this section.

Majority of Councilmen Elected Necessary to Grant Liquor License.

No license to sell brandy, whiskey, rum, gin, porter, ale, beer, or any other spirtuous, vinous or malt liquor or drink of like nature shall be granted without the affirmative vote of at least a majority of the Councilmen elected in said city, entered of record in each case. No such license shall be granted until after the first election of Councilmen under this Act.

Mayor's Docket; What to Show in Relation to Cases Before Him.

29. 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 therein, including a statement of the complaint, the summons, the return, the fact of appearance or non-appearance, 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 each case shall be signed by the Mayor, and the original papers therof, if no appeal be taken, shall be kept together and preserved in his office; and the Mayor shall deliver to his successor the docket and all books and papers pertaining to his office.

Annual Estimate of Charges.

30. The Council shall cause to be made up annually and spread upon its minute book an accurate estimate of all sums which are or may become lawfully chargeable against the city, and which ought to be paid within one year; and it shall order a levy of so much as will in its judgment be necessary to pay the same. Such levy shall be upon all tithables and upon all real and personal property therein subject to State and county taxes, including a poll tax of not more than one dollar upon each male resident of said corporation over twenty-one years of age; provided, that such levy shall not exceed one dollar on each tithable and one dollar on every one hundred dollars of the ascertained value of such property. At least once in each year the Council shall cause to be made up and published in one or more newspapers of the city a statement of the revenue received from the different sources, and of the expenditures upon the different accounts, for the preceding year or portion of the year, as the case may be.

Duties of Assessor; Assessment of Property.

31. It shall be the duty of the Assessor to make an assessment of the property within the city subject to taxation, substantially in the manner and form in which assessments are made by the Assessor of the county, and return the same to the Council on or before the first Monday in August in each year, and for this purpose he shall have all powers conferred by law on county Assessors. He shall list the number of dogs in the city and the names of the persons owning the same, which list shall be returned to the Council (see chapter forty-seven, section forty-one, Code of West Virginia). In order to aid said Council in ascertaining the said property and tithables subject to taxation by said city, the Assessor of said city shall have access to all books and public records of Tyler county without expense to said city or Assessor, and he shall also have the same power and be subject to the same penalties in ascertaining and assessing the property and subjects of taxation in said city, as are granted and imposed upon the county Assessors throughout the State by general law; and the Council shall also have authority to prescribe by ordinance such other rules and regulations as may be necessary, to enable and to require such Assessor to ascertain and properly assess all property and tithables, liable to be taxed by said city, so that such assessment and taxation shall be uniform, and to enforce such ordinance by reasonable fines and penalties; and the said city Assessor, in making his valuation for assessment shall make the same valuation for both real and personal property as the Assessor for said county for the same assessment year assessed by the county Assessors.

Extension of Levy.

32. 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 pur-

pose, and the taxes extended in each book, one of which shall be delivered to the City Collector and Treasurer, taking his receipt therefor, as well as for the taxes therein contained.

Lien on Real Estate for Taxes, Fines, Etc.

33. There shall be a lien on real estate within said city for the city taxes assessed thereon, and for all fines and penalties assessed to, or imposed upon the owners thereof by the authorities of such city 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 and county; and which may be enforced by the Council in the same manner provided by law for the enforcement of the lien for county taxes. If any real estate within said city be returned delinquent for the non-payment of taxes due thereon, a copy of such delinquent list may be certified by the Council to the Auditor, and the same may be sold for city taxes, interest and commissions thereon, in the same manner, at the same time and by the same officers, as real estate is sold for State taxes.

Taxes; How and by Whom Collected.

34. It shall be the duty of the City Collector and Treasurer, when the extended copies are completed, to receive one copy thereof, receipting to the Council for the same and for the taxes therein extended, and it shall be his duty to collect from the parties the entire amount of taxes with which they are therein severally charged, from and after the first day of June in each year until the first day of August of the 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 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, and shall keep an accurate account

of the same; 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. He shall pay out the moneys in his hands upon the orders of the Council signed by the Mayor and the City Clerk.

To Make Statement of Receipts and Disbursements.

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 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 collections and disbursements. He shall receive all taxes upon licenses, and receipt to the party paying the same by the 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 upon all moneys coming into his hands as such treasurer, and duly paid out or turned over by him upon order of Council, receive as compensation therefor a sum to be fixed by the Council, not exceeding 5 per cent on the amount collected. 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; and shall, before entering upon the duties of his office, execute a bond with good security payable to the City of Sistersville, 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 as required by law all money which may come into his

hands by virtue of his office. He shall be chargeable with all city taxes, levies and assessments and money of the city that may come into his hands, and shall account therefor.

License; How Obtained.

35. The Council shall prescribe by ordinance, the manner in which license of all kinds shall be applied for and granted, and it shall require the payment of the tax thereon before delivery to the person applying therefor.

General Law Governing Licenses.

36. The provisions of the twenty-ninth section of chapter thirty-two, of the Code of West Virginia, relating to State licenses shall be deemed applicable to licenses of a similar character to those therein mentioned, when granted by or under the authority of the Council of said city. Licenses for the keeping of dogs shall expire on the thirtieth day of April next after they are granted; and all other licenses may be for such time as the Council may determine.

Eminent Domain.

37. The Council shall have the right to institute proceedings in the name of the city for the condemnation of real estate for streets, alleys, drains, market grounds, city prison or other work or purpose of public utility. Such proceedings shall conform to the provisions of chapter forty-two of the Code of West Virginia, and the expenses thereof shall be borne by the city.

Acts Repealed.

38. All acts or 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 the City of Sistersville to contract debts, or to borrow money, or to take away any of the powers conferred upon said City of Sistersville or upon the Mayor or Council, or any of the officers, conferred by general law, except so far as the same may be inconsistent with the powers hereby conferred.

Voting Places; How Established.

39. The Council in being, at the time this Act shall take effect, shall appoint and provide places for voting in the several wards in said city, as herein prescribed, for the election herein provided for to be held in said city, and appoint the election officers thereof; and shall pass all proper ordinances and orders to give this Act full force and effect.

City Succeeds to Rights and Liabilities of Town of Sistersville.

40. The said city shall succeed to all rights, powers and responsibilities, of the town of Sistersville, and all officers of said town acting as such at the time this Act takes effect, shall continue until the first Monday of April, one thousand eight hundred and ninety-nine, and until their successor, the officers herein mentioned, or elected or appointed, and qualified, to exercise the powers, perform the duties, and receive the compensation heretofore conferred, prescribed and allowed by former charter, by general law, or by the ordinance of said town. Such ordinances in force at the time referred to shall continue to have full operation and effect, as ordinances of the City of Sistersville, until amended, repealed or superseded by the Council of said city.

Charter Amendment

An act to amend and re-enact section twenty-eight of Chapter four of the Acts of the Legislature of one thousand eight hundred and ninety-nine, being an Act to amend and

re-enact and to reduce into one Act the several Acts incorporating the Town of Sistersville, in the county of Tyler; defining the powers thereof, and describing the limits of said town and incorporating the City of Sistersville in said Tyler county.

Passed February 8, 1901; in effect from passage; approved February 18, 1901.

Be it enacted by the Legislature of West Virginia:

That section twenty-eight of chapter four of the Acts of the Legislature of one thousand eight hundred and ninety-nine be amended and re-enacted so as to read as follows:

Powers of Council.

28. The Council of said city shall have power to lay off, vacate, close, open, alter, grade and keep in good repair the roads, streets, alleys, pavements, sidewalks, cross walks, 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, foot ways, drain and gutters to be kept in good order, free and clean, by the owner or occupants of the real property next adjacent thereto; to establish and regulate markets, prescribe the time of holding the same, provide suitable and convenient buildings therefor, and prevent the forestalling of such markets; to prevent injury or annoyance to the public, or to individuals, from anything dangerous, offensive or unwholesome; to prohibit and regulate slaughter houses, 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, or

at the expense of the persons causing the same, or by or at the expense of the owner or occupant of the grounds 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 subjected 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 a. ' 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 gun powder 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 draining of city lots or other parcels of land by or at the expense of the owner or occupant thereof; to provide against danger of damage by fire; to punish for assault and batteries; to prohibit the keeping of or 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 desecraton of the Sabbath day, profane swearing, the illegal sale of all intoxicating liquors, mixtures and preparations, beer, ale, wine or drinks of a like nature; 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 Chief of Police in the discharge of his duties; to build or purchase, or lease and use as a suitable place of imprisonment, within or near the said city, for the safe keeping or punishment of persons charged with or convicted with violation of ordinances; to erect or authorize or prohibit the erection of gas or water works within the city limits; to prevent injury of 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 meas-

uring of hay, coal, lumber or other articles sold or kept, or offered for sale within said city, and to establish rates and charges for said weighing or measuring; to regulate the running and speed of engines and cars within the said city; to create by ordinance 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, including dogs kept in said city and regulate their running at large, and to provide 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.

Ordinances; How Adopted and Enforced.

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 the authority, capacity and jurisdiction which is or shall be granted or vested in the said city, or in the Council, or in any officer or body of officers of said city; to enforce any and all 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 on any of the public works or improvements, undertaken or to be undertaken by said city, or to labor at any work which the said 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 city Council for like labor from other employees of said city, until any fine or fines 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; and all ordinances relating to licenses and the sale of spirituous liquors, malt liquors or wines, and the keeping of or dwelling or loitering in houses of ill fame; and such police regulations as may be ordained for said city, and the right and power to enforce the same shall extend one mile, in the State of West Virginia, beyond the corporate limits of the city; provided, however, that no fine shall be imposed exceeding one hundred 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 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 by and under the judgment of the Mayor of the city or in case of his absence or inability to act, by the clerk of said city, or if he be unable to act, then a member of the Council, to be appointed by the Council for that purpose. The said City Council shall have full power and authority to change and enlarge the corporate limits of said city in manner and form and under the provisions provided by chapter forty-seven, sections forty-eight and forty-nine of the Code of West Virginia, edition of one thousand eight hundred and ninety-nine.

Additional Powers of Council; Water Works.

In addition to the powers above enumerated, the said city Council shall have power to improve, amplify and expand the water works of said city, and to contract for an adequate supply of pure, healthful water for said city, and do all things necessary to adequately supply said city with pure, wholesome water; and provide, contract for and construct an adequate sewerage system for said city.

State Licenses; Sole Power in Council to Grant or Refuse.

When anything for which a State license is required is to be done within the limits of said city, the Council may decide whether such license may be granted or not, and if granted it shall be assessed and collected the same as if granted by the County court of Tyler county; such license shall be issued in the manner and form provided by sections ten and eleven of chapter thirty-two, of the Code of West Virginia. And the sole and exclusive power is vested in the said city Council to grant or refuse State licenses within the limits of said city. When any such license as is hereinbefore mentioned, is granted by said city Council, said city Council may impose a tax thereon for the use of the city in conformity with the State law, and shall also require of the licensee bond payable to said city in its corporate name, with good security; such bond to be approved by said Council, and to be in the same penalty as required by the State law. And said city Council may revoke such license.

Suit on Such Bond.

And suits may be prosecuted and maintained on such bond, as prescribed in section twenty-two of chapter thirty-two of the Code of West Virginia, by the same person, in the same manner, and to the same extent, as upon the bonds mentioned in said section, and all the provisions of said section in relation to the bonds therein mentioned shall be applicable to the bonds required by this section.

Majority of Councilmen Elected Necessary to Grant Liquor License.

No license to sell brandy, whiskey, rum, gin, porter, ale, beer, or any other spirituous, vinous, or malt liquor or drink

of like nature shall be granted without the affirmative vote of at least a majority of the Councilmen elected in said city, entered of record in each case. No such license shall be granted until after the first election of Councilmen under this Act.

Charter Amendment

(House Bill No. 311.)

An act to amend and re-enact section thirty-one and thirty-four of chapter four of the acts of one thousand eight hundred and ninety-nine, incorporating the City of Sistersville, in Tyler county.

Passed February 27, 1903; in effect 90 days from passage; approved March 4, 1903.

Be it enacted by the Legislature of West Virginia:

1. That section thirty-one and thirty-four of chapter four of the acts of one thousand eight hundred and ninety-nine, be amended and re-enacted so as to read as follows:

Duties of Assessor; Assessment of Property.

31. It shall be the duty of the Assessor to make an assessment of the property within the city subject to taxation, substantially in the manner and form in which assessments are made by the Assessor of the county, and return the same to the Council on or before the first Monday in August in each year, and have all powers conferred by law on county Assessors. He shall list the number of dogs in the city and the names of the persons owning the same, which list shall be returned to the Council (see chapter forty-seven, section forty-one, Code of West Virginia). In order to aid said Council in ascertaining the said property and tithables subject to taxation by said city, the Assessor of said city shall have access to all books and public records of Tyler county without expense to said

city or Assessor, and he shall also have the same power and be subject to the same penalties in ascertaining and assessing the property and subjects of taxation in said city, as are granted and imposed upon the county Assessors throughout the State by general law; and the Council shall also have authority to prescribe by ordinance such other rules and regulations as may be necessary, to enable and to require such Assessor to ascertain and properly assess all property and tithables, liable to be taxed by said city, so that such assessment and taxation shall be uniform, and to enforce such ordinance by reasonable fines and penalties; and the said city Assessor, in making his valuation for assessment shall make the same valuation for both real and personal property as the Assessor for said county for the same assessment year assessed by the county Assessors.

(This section is practically repealed by Chapter 35, Acts 1905, Section 722, Code of West Virginia.)

34. It shall be the duty of the City Collector and Treasurer, when the extended copies are completed, to receive one copy thereof, receipting to the Council for the same and for the taxes therein extended, and it shall be his duty to collect from the parties the entire amount of taxes with which they are therein severally charged, from and after the first Monday in August in each year until the fifteenth day of October of the year, and he shall in said books 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 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, and shall keep an accurate account of the same; 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. He shall pay out the moneys in his hands upon the orders of the Council signed by the Mayor and the City Clerk.

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 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 collections and disbursements. He shall receive all taxes upon licenses, and receipt to the party paying the same by the 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 upon all moneys coming into his hands as such treasurer, and duly paid out or turned over by him upon order of Council, receive as compensation therefor a sum to be fixed by the Council, not exceeding 5 per cent on the amount collected. 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; and shall, before entering upon the duties of his office, execute a bond with good security payable to the City of Sistersville, 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 as required by law all money which may come into his hands by virtue of his office. He shall be chargeable with all city taxes, levies and assessments and money of the city that may come into his hands, and shall account therefor.

MUNICIPAL CODE OF THE CITY OF SISTERSVILLE.

AN ORDINANCE ESTABLISHING A CODE OF LAWS FOR THE CITY OF SISTERSVILLE.

WHEREAS, It is necessary and expedient that the general laws and ordinances of this city should be reduced into one ordinance, divided into appropriate chapters and sections, in order that omissions and defects therein should be supplied and remedied, and that the whole should be rendered concise, plain and intelligible: Therefore,

Be it ordained by the Council of the City of Sistersville, that the said laws and ordinances of said city, be in the manner and form, following, that is to say:

CHAPTER I.

Election of Municipal Officers and Contested Elections.

SECTION 1. How conducted.
SECTION 2. Contested elections; duties of city officials.

Section 1. Every municipal election for the election of officers under the charter of the City of Sistersville, or under any ordinance thereof, shall be held and conducted in conformity with the provisions of chapter 3 of the Code of West Virginia, and the Acts of the Legislature amendatory thereof.

Section 2. All contested elections for the office of Mayor, Clerk, Councilman, or other elective office, shall be heard and decided by the Council. Said election contests shall be heard

and determined in the manner prescribed by law for the hearing and determining of election contests for any county or district office, except that the duties required of the Clerk of the County Court shall be performed by the Clerk, and the duties required of the County Court shall be performed by the Council and that the duties required of the Sheriff shall be performed by the Chief of Police.

CHAPTER II.

The City Council.

SEC.
1. Time of holding meetings.
2. Special meetings; manner of calling, etc.
3. Order of business and proceedure.

Section 1. The regular meetings of the Council shall be held at the Council chamber, in the City Building, on the first and third Monday evenings of each month, beginning at the hour of half past seven o'clock, from April to September, inclusive, and at eight o'clock from October to March inclusive, unless otherwise provided by resolution of Council.

Sec. 2. That whenever the public interests of the city shall require a special meeting of the Council, the Mayor, or a majority of the members of the Council, may issue a call in writing for such meeting, duly signed by the Mayor or members of the Council making such call, a copy of which shall be served upon all members of the Council, and on the Mayor in case the call is not issued by him, if found, or left at their known place of residence. The said call, with the return of the officer, as to how served, shall be entered in the minute book immediately preceding the entry of the transactions had at such meeting. And if such absent member fail or refuse to attend a regular meeting, or after being personally notified at a special meeting, without a good and satisfactory excuse, he may be arrested upon an order from the Mayor or the members of Council signing such call, and he shall forfeit not less than two dollars nor more than five dollars for each offense.

Sec. 3. That the following standing rules of order of business and procedure shall be and the same are hereby prescribed for the government of the Council:

Rule I. The Mayor, and in his absence the City Clerk, and in the absence of both, some member of the Council chosen for that purpose by a majority of the Council present, will take the chair at the hour appointed for the Council to assemble, and in event of special meetings, at such hour as shall be named in the call. He will call the members to order, and if a majority of the Council be present, shall cause the minutes of the preceding meeting to be read, and if not objected to, the same shall stand approved.

Rule II. The business of the Council at a regular meeting shall be transacted as follows:

1st. Reading and approving the journal.
2d. Reports of standing committees.
3d. Reports of special committees.
4th. Presentation of petitions.
5th. Presenting of bills and accounts.
6th. Unfinished business.
7th. Ordinances, resolutions and miscellaneous business.

Rule III. The Mayor at the meeting next succeeding the charter election in each year, shall appoint standing committees, consisting of three members, for the ensuing year on the following subjects, viz:

Fire.
Health.
Street.
Water.
Finance.
Special.
Salary.
Building.

Rule IV. All motions shall be considered, whether seconded or not, and when required, shall be reduced to writing.

Rule V. When a motion is under consideration, no other motion shall be made, except to amend, substitute, to divide, to commit, to postpone; but a motion to adjourn shall be in order at any time and shall take precedence of every other motion.

Rule VI. No member shall speak more than twice on the same subject without consent of Council.

Rule VII. No motion for a reconsideration shall be received unless moved by a member who voted in the majority on the original question.

Rule VIII. The Mayor shall decide all questions of order, subject to an appeal to the Council.

Rule IX. All votes on contracts, ordinances, by-laws, resolutions, and for the appropriation of moneys, shall be by yeas and nays, and the vote of each member shall be placed on the journal of the Council.

Rule X. Every member shall vote on all questions, and on calling the yeas and nays, unless unanimously excused by the Council.

Rule XI. When any member is about to speak to the Council he shall address the Mayor, confining himself to the subject under consideration.

Rule XII. All petitions for street or alley openings or alterations shall lie on the table until the next regular meeting of Council after the presentation thereof.

Rule XIII. Persons having business before the Council

shall present the same through some Councilman, except it is a complaint against some city official, and no person other than officers of the city shall be allowed the privilege of the floor without permission from the Council.

Rule XIV. That first in order after the reading of the minutes of the previous meeting shall be action upon the bills against the city. That all bills against the city shall be handed in with endorsements of correctness, signed by the proper officers, by or before noon of the day previous to the regular meeting of Council, and the clerk shall prepare a list of the same and have it before the Mayor for his information and guidance, when said bills are then offered for action of the Council. That all resolutions shall be reduced to writing and read from the desk by the Clerk before final action is taken upon same.

Rule XV. Any of the foregoing rules may be amended or repealed after fifteen days' notice.

Rule XVI. These rules may be suspended by a three-fourths vote of the Council present, and on all questions not provided for herein Cushing's Manual shall be the standard of authority.

Rule XVII. It is made the special duty of the presiding officer to cause these rules to be enforced at all times.

CHAPTER III.

The Mayor.

SEC.
1. In case of death or resignation of the mayor.
2, 3 and 4. Duties of mayor; power to veto; affix seal of city, etc.
5. Communications to Council.
6. Control of police force.
7. Supervision of officers and committees.
8. Watchmen.
9. Provision respecting bond.
10. Compensation.

Sec. 1. The Mayor of the city shall be its chief executive officer, and take care that its public peace and good order is preserved, that persons and property therein are protected, and that the orders, by-laws, ordinances, acts and resolutions of the Council thereof, are faithfully executed. He shall also, within the said city, be a conservator of the peace and shall have power and jurisdiction, criminal, police and civil, as is conferred upon him by the City Charter.

In case of his death, resignation or other vacation of his office, the Council shall as soon as practicable, fill such office by the appointment of some eligible person to the office of Mayor for the unexpired term; and in case of his temporary absence from the city, inability to act by reason of sickness or otherwise, the City Clerk shall perform the duties of the office of Mayor, in his absence or during his inability to act.

Sec. 2. The Mayor shall preside over all meetings of the Council at which he may be present, and at such meetings shall see that all ordinances which affect the transaction of business thereat or which affect the government and regulations of the Council are strictly enforced. He shall see that order and decorum is preserved in the Council chamber during the meeting of the Council, and to that end he shall have the right to order the arrest of any member of the Council or other person who shall appear in the Council chamber in a state of gross intoxication, or commit an act therein that shall tend to a breach of the peace or interfere with the good order, decorum or deliberations of the Council, and commit such

person to the jail of said city, for a space not to exceed twenty-four hours for his contempt to the Council. But this shall not interfere with the right of the Mayor upon warrant, to fine such person for such offense, in addition to the imprisonment for the contempt. The Mayor shall have authority to call special meetings of Council in a manner provided by law.

Sec. 3. The Mayor, when presiding at any meeting of the Council, shall have no vote upon any question before the Council, except in case of a tie, when he shall give the deciding and casting vote. He shall have the power to veto any appropriation of money, or the passage of any ordinance or resolution, made or passed by the Council, and he shall return the same in writing with his objections at the next regular meeting of Council and in every case the same shall have no force or effect unless it be subsequently passed by two-thirds vote of the Council; providing that any item of any order appropriating money not disapproved by the Mayor in such veto shall have the force and effect according to the provisions of the order appropriating the same.

Sec. 4. The Mayor shall have charge of the seal of the city and shall affix the same without fee or compensation to all ordinances and to all contracts to which the city is a party, and in all other cases where he shall affix the same to any official act or documents when such authentication may be requested or necessary, he shall be entitled to charge a fee of one dollar from the party to whom the same is done.

Sec. 5. It shall be the duty of the Mayor to submit to the Council on or before the first meeting in July annually hereafter, a communication in relation to the interests of the city generally, with such recommendations concerning the same as he may deem needful for the welfare of the city.

Sec. 6. The Mayor shall have control of the police of the

city, and may suspend any policeman for cause, and he may appoint special policemen whenever he deems it necessary to protect the interests of the city and arm them as he shall think proper. Whenever any police officer is suspended by the Mayor he shall make out a complete statement of the charges against such officer and report the same to the next regular or special meeting of the Council.

Sec. 7. The Mayor shall supervise the conduct of all officers and committees of the city, examine the grounds of all reasonable complaints made against any of them, and cause all the violations of duty to be promptly furnished or reported to the Council.

Sec. 8. Whenever any citizen applies to the Mayor to appoint a watchman or watchmen for the protection of property of the citizens so applying, the Mayor may appoint such watchman or watchmen and qualify them as special policemen, and who are hereby vested with all the power of special policemen. Provided that such watchman or watchmen shall have no claim on the city for compensation and that he or they shall be under the control of the Mayor and Chief of Police and liable to be dismissed or suspended as any other regular or special policeman.

Sec. 9. The Mayor shall not receive any money belonging to the State, city or individuals, unless he shall give the bond and security required of a justice of the peace, by Chapter 50 of the Code of West Virginia, and all the provisions of said chapter relating to money received by justices, shall be applicable to the Mayor. He shall pay all moneys received by him for fines or by virtue of his office, belonging to the city, to the Collector and Treasurer of the city, within one week after he receives the same.

Sec. 10. The Mayor shall receive for his services the sum

of Seventy-five Dollars per month, and all fees collected by him on his docket shall be turned into the City Treasury.

CHAPTER IV.

The Mayor's Court.

SEC.
1. Warrant; complaint and proceedings before judgment.
2. Procedure to pay costs.
3, 4, and 5. Executions; imprisonment.
6, 7 and 8. Punishment for contempt.
9. Mayor's docket.
10. Supervision of conduct of officers.
11. Time of prosecution.

Sec. 1. No warrant of arrest shall be issued by the Mayor except upon probable cause supported by oath or affirmation but upon the verbal complaint of any person of the violation of any ordinance the Mayor may, if he think there be good reason therefor, issue a summons, directed to the Chief of Police, requiring him to summon such offender to appear before the Mayor at the time and place mentioned in said summons to show cause if any he can, why he should not be dealt with according to the provisions of said ordinance; such summons shall specify the complaint and, such offender being served with a copy of said summons, and failing to appear, the Mayor shall hear the evidence as to said alleged offense, and shall render judgment accordingly, but no judgment shall be taken on account of the failure of the accused to appear in pursuance of such summons. And it shall be the especial duty of the Chief of Police and policemen to make complaint against and prosecute all offenders of which he has personal knowledge, or credible information. On any judgment rendered in pursuance of such summons as is mentioned in this section, execution may be issued and collection thereof made, as for any other fine.

Sec. 2. Whenever any suit or prosecution shall be instituted before the Mayor for the violation of any ordinance of the city or for the recovery of any fine, penalty, or forfeiture im-

posed by the ordinance thereof, the Mayor shall cause the person, at whose instance such suit or prosecution was instituted to be designated in the record of the case and also upon the warrant or writ issued to arrest or summon the person charged, and if the person charged shall not, upon final hearing, be convicted, and the Mayor shall be of opinion that no sufficient or probable cause did exist for the institution of such suit or prosecution, and that the prosecution was malicious, then except when instituted by a police officer, judgment for the costs shall be rendered against the person at whose instance such suit or prosecution was instituted.

Sec. 3. On any judgment for fine, forfeiture, pecuniary penalty and costs imposed by the Mayor, he shall have power to issue execution, a writ of fieri facias or a capias profine, or he may require the immediate payment thereof, and in default of such payment he may commit the party in default to the jail of Tyler County or other place of confinement provided by said city, until the fine or penalty and costs shall be paid, but the term of imprisonment in such case shall not exceed thirty days.

Sec. 4. Whether a judgment be for a fine and imprisonment or for a fine without imprisonment, the Mayor may order the defendant against whom such judgment was rendered to be confined in jail not exceeding thirty days, until the fine and costs are paid, in addition to the term of imprisonment fixed by the judgment, if there be any, but the Mayor shall have authority to release from imprisonment without the payment of the fine if it apepars proper to do so.

Sec. 5. When any person is convicted of two or more offenses before the Mayor and before sentence is pronounced for either, the confinement to which he may be sentenced upon the second or any subsequent conviction shall commence at the termination of the previous terms of confinement.

Sec. 6. The Mayor may punish for contempt a person guilty of the following acts and in no other case:

First—Contemptuous or insolent behavior toward such Mayor while engaged in the trial of a case or in any other judicial proceeding.

Second—Any breach of the peace, willful disturbance or indecent conduct in the presence of such Mayor while so engaged, or so near as to obstruct or interrupt his proceedings.

Third—Violence or threats of violence to such Mayor, or any officer, witness or party going to, attending or returning from any judicial proceeding before such Mayor, in respect to anything done or to be done in the course of such proceeding.

Fourth—Misbehavior of an officer in his official character in respect to any action or judicial proceeding had or pending before such Mayor, or any process, order, judgment or notice therein.

Fifth—Disobedience or resistance by an officer, witness, party or other person to any lawful process, judgment or order of such Mayor.

Sec. 7. An order of arrest may be issued by the Mayor, on which the person charged with contempt may be taken and brought before him, or such person may be taken in custody by an officer present upon the oral order of such Mayor and held to answer for contempt. An opportunity must be given him to be heard in defense or explanation of his conduct, and the Mayor may thereupon discharge him or adjudge him guilty of contempt and punish him by fine or imprisonment or both. The fine shall not exceed ten dollars or the imprisonment five days.

Sec. 8. The conviction specifying the particular circumstances of the offense and judgment thereon must be entered by the Mayor in his docket. A warrant of commitment for the term of imprisonment may be issued by the Mayor commanding

an officer to take the offender to the jail and the jailer to imprison him therein for the said term. The judgment may include in addition to the fine all costs in the case, including costs of arrest and keeping in prison the offender. An appeal may be taken from such judgment of the Mayor, as in other cases, to the Circuit Court.

Sec. 9. The Mayor shall keep a book denominated a "docket," to be furnished at the expense of the city and used exclusively for entering therein his judicial proceedings. The entries in said "docket" shall conform, so far as practicable, to the entries required to be made in the docket of justices.

Sec. 10. The Mayor shall supervise the conduct of all the officers of the city, examine the grounds of all reasonable complaints made against any of them, and cause all their violations of duty to be promptly punished or reported to Council.

Sec. 11. A prosecution of any and all offenses mentioned in these ordinances shall be commenced within one year next after such offense was committed.

CHAPTER V.

City Clerk; Acting City Clerk.

SEC.
1. Duties.
2. Compensation.
3. Issuing licenses.
4. Removal from office.
5. Interfering with duties of clerk.
6. Acting city clerk.

Sec. 1. The City Clerk, elected by the people, or appointed by the Council, shall keep the journal and minutes of the proceedings of the Council in books properly furnished him by the city, and have charge of and preserve the records and papers of the city; and in the absence of the Mayor from the city, or in case of sickness or inability of the Mayor, or during any vacancy in the office of Mayor, he shall perform the duties

of Mayor which pertain to the office as the Chief Executive of the city and be vested with all the powers and authority of Mayor necessary for the performance of his duties. He shall be a conservator of the peace within the city limits. He shall be present at each meeting or session of the Council, read the minutes of the last meeting, unless otherwise ordered by the Council, take charge of all petitions, accounts and resolutions or ordinances to be presented to the Council for action; and shall perform all other duties required of him by the City Charter or the Council by resolution adopted.

Sec. 2. The City Clerk shall receive for his services the sum of $35.00 per month, together with any lawful fees when acting as Mayor, as well as the sum of $2.50 for each and every license issued by him or any transfer thereof, for the sale of wine, ale, porter or other intoxicating drinks, and the sum of fifty cents for each and every license issued by him in all other cases, and the same fee for the transfer of any other license; all such fees and costs shall be taxed and paid by either the parties convicted or the parties to whom such license or transfer is issued by him; or such other and further compensation as the Council may from time to time determine and designate. The salary or compensation herein specified for the Clerk may be altered or changed, at any time, by the Council, by resolution adopted, without amending this ordinance.

Sec. 3. It shall be the duty of the City Clerk to see that the license laws of this city are not violated; and he shall, without delay, assess and issue such license or licenses to any person, persons or corporation according to the law of this city. He shall report to the City Council at least once each month any license issued by him, stating in such report the business and amount charged. No license shall be delivered by him to any person, firm or corporation for the conducting of any business unless such license tax or taxes have been fully paid into the hands of the City Collector and Treasurer. He shall at once

report to the Chief of Police any person, persons, firm or corporation, doing business without a city license, and chargeable therewith, who has refused or failed to be assessed or apply for such license.

Sec. 4. Any dereliction of his duties shall be sufficient cause for his removal by the Council upon proper notice.

Sec. 5. Any person interfering in any manner with the said Clerk in the discharge of his official duties shall be punished as is provided by ordinance for offenders obstructing an officer in the discharge of his duty.

Sec. 6. That in the absence of the City Clerk, inability to act, or while the City Clerk is presiding over the sessions of Council, or otherwise, the Mayor and Council may have the authority to appoint some member of the City Council to act as such clerk; and all minutes, papers, resolutions, acts or ordinances attested by him as clerk pro tem shall be as valid as if signed or attested by the City Clerk. The duties of the City Clerk pro tem shall be such duties as are conferred upon and required of the City Clerk; and no compensation shall be allowed him unless otherwise provided hereafter by some resolution, order or ordinance.

CHAPTER VI.

Police Force.

SEC.
1. Appointments, how made.
2. Chief of Police; powers; duties.
3. Patrolmen; compensation.
4. Conditions to be complied with; frequenting saloons, etc.
5. Power of patrolmen.

Sec. 1. The Council at its first regular meeting in April of each year, or as soon thereafter as practicable, shall appoint a Chief of Police, two patrolmen, or as many other policemen

as the Council deems best; the said Chief of Police and patrolmen shall hold their respective offices for the period of one year or until their successors are appointed and qualified, but such Chief of Police and patrolmen shall be considered as holding their offices at the pleasure of the Council; and for good cause shown, may be suspended at any time by the Mayor, pending an investigation before the Council. Every officer so appointed shall take and subscribe the same oaths of office as are prescribed for all other city officials.

Sec. 2. The Chief of Police shall have all powers, rights and privileges within the corporate limits of said city in regard to the arrest of persons, the collection of claims, the execution and return of processes, that can be legally exercised by a constable of a district within the same, and he and his sureties shall be liable to all fines, penalties and forfeitures that a constable of a district is legally liable to, for any failure or dereliction of duties in his said office; to be recovered in the same manner and in the same courts that the said fines, penalties and forfeitures are now recovered against such district constable. And the said Chief of Police shall have all other rights and powers as are given by law within his jurisdiction, to officers of the law. All patrolmen or special policemen shall be under his orders and control, subject of course, to the authority of the Mayor.

Sec. 3. The patrolmen or any special policemen appointed by the Mayor or Council shall at all times be under the control and supervision of the Mayor, and the Chief of Police when the same does not conflict with the authority of the Chief Executive of the city. Their duties shall be assigned from time to time, by the Mayor and Chief of Police. The compensation of the Chief of Police, patrolmen and special policemen for their services shall be such sums each month or each day as the Council may from time to time fix by resolution or order.

Sec. 4. No person shall be appointed or retained upon the police force who is not a bona fide resident of the city, and a taxpayer therein, and no person shall be appointed or retained on said police force who is of intemperate habits, or who leads an immoral life. Each member of the police force shall at all times conduct himself in a gentlemanly manner, and be courteous and civil in giving information or rendering service to all persons who may apply to him for aid. No member of the police force shall frequent, or loiter, except in discharge of his official duties, around any saloon in the City of Sistersville. Any violation of this section will subject the person thus found guilty to dismissal from the police force.

Sec. 6. The patrolmen shall have all the authority prescribed by the laws of the city or the general laws of the State.

CHAPTER VII.

Collector and Treasurer.

SEC.
1. Duties: reports: bonds, etc.
2,3. Collection of water rents: furnishing receipt to commissioner of water works.
4. Cash book.
5. List of unpaid bills to be furnished commissioner of waterworks.
6. Compensation.

Sec. 1. It shall be the duty of the City Collector and Treasurer of the city to receive all moneys belonging to the city as specified by the charter or prescribed by Council, but no money shall be paid out by him, except as the same shall have been appropriated by the Council, and upon an order signed by the Mayor and City Clerk. He shall receipt to the Council for all tax or assessment books, and it shall be his duty to collect from the parties the entire amount of taxes with which they are therein chargeable, from and after the first day of June of each year, until the first day of August of the

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 also receive such other moneys of the city as he is authorized by the City Charter to receive, and all moneys ordered paid him by the Council, giving receipts therefor to the parties paying, and shall keep an accurate account of the same; and his books shall at all times be open for inspection to any taxpayer of the city, and he shall produce said books to the Council for inspection at any meeting thereof upon the order of the Council. He shall pay out the moneys in his hands upon the orders of the Council signed by the Mayor and City Clerk. He shall on or before the 10th day of January of each year present to the Council a full, complete and detailed statement of all moneys with which he is chargeable or that may have been received by him up to the first day of January of that year, and at the same time and in a like manner furnish a statement of the 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 which he is chargeable and his collections and disbursements. He shall receive all taxes upon licenses, and receipt to the party paying the same by the 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 be chargeable with all city taxes, levies and assessments and money of the city that may come into his hands, and shall account therefor to the Council of the city. He shall upon the expiration of his term of office, turn over to the Council all moneys, books, papers and other property whatsoever in his possession and belonging to the city; and shall before entering upon the duties of his office, execute a bond with good security, approved by the Council, payable

to the City of Sistersville, in the penalty of not less than ten thousand dollars, or such other sum as the Council may from time to time deem proper, conditioned for the faithful performance of the duties of his office, and the accounting for, and paying as required by law all money which may come into his hands by virtue of his office. And shall perform all other duties as required by law, the City Charter, or the order or resolution of the Council hereafter passed.

Sec. 2. The Collector and Treasurer shall collect the money due the city for water rents, as shown by bills furnished him by the Commissioner of Water Works, and shall give his receipt to the person or persons paying such bill or bills. All such receipts shall be written on blanks furnished by the city.

Sec. 3. The Collector and Treasurer shall furnish the Commissioner of Water Works with a duplicate of the aforesaid receipt or receipts showing the name of the property owner or owners, the amount of money collected, the amount of discount allowed, if any, and designate to what property or properties such money shall be credited.

Sec. 4. The Collector and Treasurer shall keep a cash book in which he shall make entry of all monies collected for water rent. In said book he shall enter the property owner's name, the number of the receipt given to the party or parties paying the water rent, and the full amount of money collected.

Sec. 5. On or before the 20th day of the last month of each quarterly rental period, the Collector and Treasurer shall furnish the Commissioner of Water Works with a list of all unpaid bills for water rent held by him on the aforesaid date. On the 31st day of March of each year, or at the next

regular meeting of Council thereafter, it shall be the duty of the Collector and Treasurer to furnish the Council with a full and complete statement for all bills for water rents that are past due and uncollected on the aforesaid date.

Sec. 6. The City Collector and Treasurer shall receive as compensation for his services, upon all moneys coming into his hands as such Treasurer, and duly paid out or turned over by him upon order of Council, excepting however, upon money collected by the Mayor in his official capacity and turned over to said Collector and Treasurer by said Mayor, the sum of five per cent on the moneys collected. The amount of compensation herein specified, for the Collector and Treasurer may be changed by the Council by resolution, without amending this ordinance, at any time to affect an incoming Collector and Treasurer and before he assumes the duties of his office.

CHAPTER VIII.

Superintendent of Streets.

SEC.
1. Appointment; how made.
2. Compensation.
3 and 4. Work on streets, alleys, etc.
5. Examination of streets and alleys.
6. Keeping account of work done; report of same.

Sec. 1. The City Council shall appoint at its first regular meeting in April of each year, or as soon thereafter as said Council deems best, a Superintendent of Streets, who shall hold his office for the period of one year from April 1 after he is so appointed, or until his successor is appointed and qualified unless sooner removed from office by Council. Whenever any vacancy may occur in such office the Council in being at that time may make an appointment to fill such vacancy for the unexpired term. The said Superintendent of Streets, before entering upon the duties of his office, shall take

such oaths as are prescribed by law or ordinance for other city officers.

Sec. 2. He shall receive as compensation for his services when in actual employment by order of the Street Committee of Council, such sum or sums of money as may be fixed and determined upon by the said Council.

Sec. 3. Subject to the approval of the Street Committee said Superintendent of Streets shall employ such carts, teams, and laborers as may be necessary, for the work ordered by the Street Committee or the Council, to be done on the streets and alleys. Such carts, teams and laborers shall be paid such compensation as may from time to time be allowed or fixed by Council. He shall deliver to the City Clerk a full and complete pay-roll every two weeks for all labor performed in said city under his direction.

Sec. 4. Such force shall be used exclusively upon the work of the city and in cleaning the public streets, alleys and landings, and in removing garbage therefrom and shall be used under the direction of the Street Committee, and shall be at all times subject to the orders of said committee, given through the Superintendent, save when the same conflict with some ordinance or special order of the Council.

Sec. 5. It shall be the duty of the said Superintendent of Streets to examine and report to the Council, and between regular meetings of the Council to the chairman of the Street Committee, as often as once a week, the condition of all streets and alleys, the sidewalks and general condition of the city sewers and property, and perform such other duties as seems requisite and that may be ordered by the Street Committee or the Council.

Sec. 6. The said Superintendent of Streets shall keep

or cause to be kept a full and complete account of all work done, the number of men employed, and the time hired, the number of drivers, carts and teams, and the prices each are entitled to receive. He shall make a report thereof twice each month to the committee and the Council at each regular meeting. He shall also once each month exhibit his books to the Council showing the cost, as well as the work done, and when and where done, and where the street cleanings have been deposited.

CHAPTER IX.

Health Officer.

SEC.
1. Appointment.
2. Compensation.
3. Smallpox, varioloid, etc.
4. Provisions respecting pest houses, etc.
5. Report of smallpox, varioloid, etc., to city physician.
6. Reporting deaths.
7 and 8. Burial Permits.
9. Report of smallpox, etc., to council.
10 and 11. Authority to enter buildings etc.
12. Vaccination.
13. Expenditures.
14. Penalties.

Sec. 1. The Council shall on the first Monday in April of each year appoint a City Physician, who shall be a practicing physician in good standing and a resident of the city, who shall serve as such officer for a period of one year unless otherwise removed, or until his successor is appointed and qualified.

Sec. 2. He shall receive as compensation for his services such sum or sums as the Council may by resolution or motion adopted allow.

Sec. 3. It shall be unlawful for any person, without permission from the City Physician, or in his absence from the Mayor of the city, to bring or cause to be brought, or to assist in bringing within this city, any person having small-pox, varioloid, cholera or any other contagious or infectious disease; and any person receiving such permission shall give bond with ample security in the sum of five hundred dollars, to secure the payment to the city of all expenses incurred, should the diseased person become an inmate of the City hospital or pest house, or a charge upon the city. Every person offending against the provisions of this section shall forfeit and pay to the city not less than five nor more than twenty dollars for every such offense, and the costs of the prosecution.

Sec. 4. The said City Physician shall have authority to prohibit any person from entering or leaving any house, or the premises attached thereto, when any person may be found diseased with any contagious or infectious disease. If communication with said person would be prejudicial, in his opinion, to the public health, and for this purpose he may cause the house containing such diseased person to be guarded, and in addition shall designate said house by a flag of yellow flannel of suitable size to be placed in such position as to attract the attention of passersby.

Sec. 5. It shall be the duty of every person acting as a physician within the city to report promptly to the said City Physician, or in his absence from the city, the Mayor, every case of small-pox, varioloid, cholera or other contagious or infectious disease, which he shall attend within the said city limits, giving name, sex, race, occupation, diagnosis, sanitary condition, and location of patient.

In case no physician shall be in attendance on any such diseased person, it shall be the duty of the householder in whose house any such case occurs, to report such case immediately on its recognition to the City Physician, or in his absence from the city, the Mayor.

Any physician or householder who shall fail to make report of any such contagious or infectious disease within twelve hours after the disease is known to him or her, shall forfeit and pay to the city a fine of not less than five nor more

than twenty dollars for every such offense, and the costs of prosecution.

Sec. 6. It shall be the duty of every physician practicing in the city to report in regular form to the City Physician all deaths in his practice occurring within the city immediately after the fact shall have come to his knowledge, giving name age, sex, race, occupation, cause of death, sanitary surroundings and location of deceased. and shall also give a certificate of death to the family or interested friend of the deceased. It shall also be his further duty to report in regular form to the City Physician on the first of every month all births that may have taken place in his practice within the corporate limits of the city during the preceding month, giving name of parents. sex, race and date of birth of child.

Sec. 7. The City Physician, or in his absence, the City Clerk, is hereby authorized to issue burial permits to any person applying for the same, upon presentation of a certificate of death properly made up and signed by any practicing physician of the city and not otherwise.

Sec. 8. Authority is hereby granted undertakers to take charge of and bury any dead of the city when applied to for such purpose, upon presentation of a burial permit properly made out and signed by the City Physician or City Clerk, and not otherwise.

Sec. 9. It shall be the duty of the City Physician to report to the City Council at its first regular meeting in each month all infectious or contagious diseases that exist or have existed within the city during the preceding month.

Any physician, undertaker or other person wilfully violating the preceding sections of this ordinance shall be fined not less than ten nor more than twenty dollars for each offense. But for good and sufficient cause the Council may by a

vote of two-thirds of the members present remit the said fine.

Sec. 10. To enable the City Physician to better perform the duties of his office, he shall have the authority to enter upon any premises or building within the corporate limits of this city, in the discharge of the duties of his office. If he fails to enforce any of the provisions of this ordinance or any ordinance that may be hereafter enacted in regard to the sanitary regulations when notified by any citizen in writing within a reasonable time, he shall forfeit and pay to the city a fine of not less than ten nor more than twenty dollars for each offense, and the costs of the prosecution.

Sec. 11. If any person in any manner attempts to prevent or obstruct the execution of any order of the City Physician, issued in pursuance of the authority herein or hereafter granted him by any ordinance of the city, such person shall, for each offense, forfeit and pay to the city a fine of not less than ten nor more than twenty dollars, and the costs of prosecution.

Sec. 12. In addition to any other duties required to be discharged by him, the City Physician shall vaccinate all persons in the city who may apply to him who are too poor to pay for having the same done. He shall also attend all city prisoners without cost to the city; but all medicines of whatsoever kind so used shall be paid for by the said city.

Sec. 13. The City Physician shall not incur any expenditure under the provisions of this ordinance which shall exceed in any case the sum of twenty dollars, without the previous consent of the Finance Committee or the Committee on Health.

Sec. 14. The Mayor of this city may, at his discretion, sentence any person upon whom a fine shall be imposed for a violation of any of the provisions of this ordinance, in addition to such fine, for a period of not exceeding thirty days in the city jail.

CHAPTER X.

City Attorney.

SEC.
1. Appointment: when, etc.
2, 3. Duties.
4. Compensation.

Sec. 1. The Council on the first Monday in April of each year, or as soon thereafter as convenient, shall appoint a City Attorney, who shall be a resident of the city and qualified to fill the office; his term of office shall be for a period of one year or until his successor is appointed and qualified. He may be removed from office for malfeasance, misfeasance or nonfeasance by the Council; and his failure or refusal to perform the duties of his office or his removal from the city shall be sufficient cause for the Council to declare the office vacant. Whenever a vacancy shall occur in said office, the Council then in power shall make the appointment to fill such vacancy for the unexpired term. The said City Attorney before entering upon the duties of his office shall take such oaths as now or hereafter may be prescribed by the laws of the State or the ordinances of the city.

Sec. 2. It shall be the duty of the City Attorney to advise the Council, its committees, and the city officers, upon such legal questions as may be referred to him affecting the interests of the city; to attend to all suits in which the city may be interested as a party; to attend and prosecute all trials in the Mayor's court for violation of city ordinances, whenever required by the Mayor; and to perform such other professional services as may be required of him by resolutions or ordinances of the Council touching the interests of the city.

Sec. 3. He shall make to Council, whenever by it required, a written report of any matters in his hands or referred to him.

Sec. 4. Any City Attorney shall retain, prosecute and account to the Council for all city collection suits brought by him.

The City Attorney shall receive as compensation for his services such sum or sums as Council may by resolution or motion adopted allow.

CHAPTER XI.

City Surveyor.

SEC.
1. When appointed.
2. Compensation.
3, 4. Duties: keeping records, etc.

Sec. 1. The Council shall, at its first meeting in April of each year appoint a City Surveyor, who shall serve as such Surveyor for the term of one year from the first Monday in April or until his successor shall have been appointed and qualified. Whenever a vacancy for any cause in said office, the Council then in power shall make an appointment to fill the same for the unexpired term. The said Surveyor before entering upon the duties of his office shall take such oaths as are now or may hereafter be prescribed by the laws of the State or the ordinances of the city.

Sec. 2. He shall receive as compensation for his services at the rate of one hundred and twenty-five dollars per month while engaged in active work for the city; and no compensation whatever shall be paid him unless he is engaged in such labor pursuant to a resolution or order of Council which may be passed from time to time. The amount herein specified as compensation may be changed by the Council by resolution, without amending this ordinance to affect an incoming engineer or surveyor and before he assumes the duties of his office.

Sec. 3. It shall be the duty of the Surveyor to make all surveys, maps or levels, together with the drawings of the same, that may be ordered by the Council; he shall make out an estimate of the cost of all public works or improvements to be done by the city, when directed so to do; he shall fix by suitable boundaries or marks, the lines and grades of the streets, alleys and public places, he shall when called upon to give to any owner or property within the city the true street boundary and grade of his property, for which latter services said owner shall pay to said City Surveyor a reasonable fee charged by him; he shall assist the committees of Council and the Street Commissioner, whenever in the discharge of their duties, his particular services may be required by Council; he shall superintend the opening, extending, grading, leveling, graveling, paving or otherwise improving of any of the streets, alleys or public places, when ordered by the Council, so far as may be necessary to insure their completion in accordance with the plans or designs of the Council, or with the ordinances of the city.

Sec. 4. Said City Surveyor shall keep in a suitable book or books, to be furnished by the city, a record of all surveys, levels, maps, plans, profiles, drawings, estimates and calculations made in compliance with the orders of the Council or ordinances of the city; which books shall be part of the records of the city and shall be kept in the custody of the City Clerk. He shall, when any street grade or alteration thereof, is adopted by the Council, prepare a suitable statement of such grade or alteration thereof for record as part of the ordinance establishing said grade or alteration. He shall make and deliver to the Council for record, as part of the ordinance adopting any line of subterraneous sewer or drain, a plan of the same, showing all laterals, connections, sizes and character of pipes sewers, etc.

CHAPTER XII.

City Auditors.

SEC.
1. Duties; compensation.

Sec. 1. That the Auditors, either elected by the people, or appointed by the Council, shall at least once each year, or as often as the Council may prescribe, audit the books and papers of the city in a thorough and competent manner, and when the same is done, the said Auditors shall make a true and proper report of their work to the Council, and it shall be their duty to make such further reports and copies of the books and papers of the city as the Council deems expedient from time to time. They shall hold their respective offices for the period of one year from the date of their election, or until their successors are elected, appointed and qualified. They shall respectively take the same oath of office as is prescribed for all other city officials. As compensation for their services they shall be paid such sum or sums as the Council may by resolution or motion adopted allow. For any dereliction of their duty they or either of them, may be removed as set out in section fifteen of the City Charter.

CHAPTER XIII.

City Janitor.

SEC.
1. Appointment.
2. Compensation.
3. Duties.
4. Shall have no power to bind city, etc.

Sec. 1. The Council shall on the first Monday in April of each year or as soon thereafter as said Council deems best, appoint a janitor for the City Building, who shall be considered as holding his said office at the pleasure of the Council, and be subject to removal at any time.

Sec. 2. The Janitor shall receive as compensation for his services such sum as the Council may by resolution or motion adopted allow.

Sec. 3. It shall be the duty of the Janitor to attend to the City Building, and see that the Council chamber and all offices and rooms connected therewith are kept in good repair, clean, neat and tidy. He shall also attend to the heating and lighting of the said building and its rooms.

Sec. 4. Any purchases necessary to be made by the Janitor for the city shall be purchased through the Finance Committee, and said Janitor shall have no power to bind the city in any purchase or contract.

CHAPTER XIV.

Street Cleaner.

SEC.
1. Appointment.
2. Duties.
3. Shall have no power to contract for city.

Sec. 1. On the first Monday in April of each year or as soon thereafter as the Council may deem necessary, there shall be appointed by the Council a competent and capable person to act as Street Cleaner for the said city. The said Street Cleaner shall hold his office so long and no longer, than is deemed wise by the Council, and may be removed at any time by the Council upon the recommendation of the Street Committee.

Sec. 2. He shall at all times be under the supervision of the Superintendent of Streets and Street Committee, and shall perform any labor or duties required of him by the said Street Committee. His compensation for services rendered the city

shall be such sum as may be fixed by the Salary Committee of the city.

Sec. 3. He shall not purchase or cause to be purchased any goods, wares or material at the expense of the city unless directed by the Street Committee of this Council: and said Street Cleaner shall have no power to bind the city in any contract whatsoever.

CHAPTER XV.

Oaths of Officers and Official Bonds.

SEC.
1. Who shall take oaths.
2. Penalty for failure to take oath.
3. Bonds.
4. Conditions of bonds.
5. Failure to give bond.
6. Recording of bonds.

Sec. 1. The Mayor, Councilmen, Clerk, Collector and Treasurer, Assessor, Water Commissioner, City Attorney, Chief of Fire Department, Chief of Police and patrolmen, City Physician, City Surveyor, and all other officers elected, or appointed by the Council shall, before entering upon their respective duties, and within one week from their election or appointment shall take and subscribe an oath that they will support the Constitution of the United States, the Constitution of the State of West Virginia, and that they will truly, faithfully and impartially, to the best of their ability, discharge the duties of their respective offices so long as they continue therein. The said oaths may be taken before any person authorized to administer.

Sec. 2. If any person who has been elected to either of the offices set out in section one of this ordinance or specified by the City Charter, or to any office hereafter created by the Council shall refuse or fail to take and subscribe the oaths of office herein prescribed within the time herein mentioned, the

Council shall declare his office vacant and proceed to fill such vacancy as prescribed by law.

Sec. 3. The Mayor, Collector and Treasurer, and every other officer required by law or resolution of Council, shall within one week from the time of his election or appointment, give such bond, in the penalty prescribed, with security to be approved by the Council. If any of said officers shall refuse or fail to give such bond within one week, the Council shall declare his office vacant and proceed to fill such vacancy as provided by law.

Sec. 4. All official bonds shall be payable to The City of Sistersville, and shall be conditioned for the true and faithful performance by the officer of the duties of his office, and that he will faithfully pay over and account for all money that shall come into his hands as such officer, whenever and as he shall be required by the Council, unless a different condition is required in the ordinance creating the special office.

Sec. 5. In the event that any of the said officers shall fail or refuse to give new or additional bond when required by the Council, within thirty days after said requirement, his office shall be declared vacant.

Sec. 6. All oaths and bonds of officers shall be endorsed, filed and securely kept by the Clerk. And such bonds shall be recorded in a book called "record of bonds."

CHAPTER XVI.

Standing Committees of Council.

SEC.
1. Appointment; members of same.
2. Committee on health.
3. Committee on streets.
4. Committee on water.
5. Committee on finances.
6. Committee on fire.
7. Special committee.
8. Building committee; their duties.
9. Salary committee.
10. Duties of chairman of committee respecting bills.
11. Committees not agents of city.

Sec. 1. At the first meeting of the Council in April of each year, or as soon thereafter as is practicable, there shall be appointed by the Mayor the following committees:—viz., on Health, on Streets, on Water, on Finance, on Fire, on Building, on Salary, and the Special Committee, and in addition thereto the Council shall have power to appoint from time to time such other special committees as it may deem necessary. All regular or standing committees shall each consist of three members of the Council. The persons appointed on any such committees may be removed at the pleasure of the Council.

Sec. 2. The Committee on Health shall investigate and report to the Council all matters referred to them by order of the Council, affecting the public health of the city. It shall be their duty to concert and propose to the Council such measures as may promote the health of the city; also to investigate and report to the Council all causes and sources of disease which may exist in the city from time to time; also to execute the orders of the Council with reference to the preservation of public health: also, in times of the prevalence of contagious or infectious diseases, to constitute the Executive Committee of the Council for carrying out the measures adopted by the Council for arresting and repressing such diseases. Said committee, in conjunction with the Water Committee, shall keep themselves and the Council informed as to the quality of water supplied to the several sections of the city by the water works. The committee shall also see that the health officer performs his duties.

Sec. 3. The Committee on Streets shall have the general supervision of the streets and alleys and sidewalks of the city. It shall be their duty to see that all streets, public lanes, and alleys are kept in proper order, and that the sidewalks, crossings and gutters are kept in good order, clear and clean. They shall report to the Council the necessary amount deemed necessary each year, and they shall recommend to the Council such work as they deem proper to have done. All minor repairs requiring the immediate attention of the Street Commissioner may be directed to be done by the committee before obtaining an order of the Council. Before undertaking any permanent improvements or repairs requiring an expenditure of $50.00 or more to complete the same, said improvements or repairs shall be reported to the Council and therewith a recommendation whether the same shall be done, and whether the work should be let to contract or done by the city hands under the Street Commissioner; and said improvements or repairs shall be made by or under the direction of the committee only upon the express order of the Council.

The Street Commissioner shall be subject to the orders of the said committee when the same do not conflict with any ordinance or order of the Council and subject always to the rights, duties and powers of the Mayor of the city over all committees. The committee shall also take personal care and supervision of all the drains throughout the city, natural and artificial, including all sewers and the catch basins, man holes, lantern holes, traps and gratings therewith connected and see that the same are kept in good working order, well preserved and protected and free from obstructions. Said committee shall be charged with the duty of considering, concerting and recommending to the Council all needed extensions, improvements and repairs of all drains and sewers in the city. And they shall furnish the Council annually a well-matured plan and estimate of all such extensions, improvements and repairs necessary to be made each

year. The committee shall audit all bills against the city for work done on the streets and alleys.

Sec. 4. The Committee on Water shall have general care and supervision over the city water works, the use of the city water by consumers, and the general supply and distribution of the city water throughout the city. They shall hear and consider all complaints in writing of irregularities or hardship in the matter of any demand of the city on account of any water rents, or other matters, and report the same to the Council with their recommendation. They shall audit all accounts against the water works and shall make report thereon to the Council. They shall also perform any other duties assigned them hereafter by the Council.

Sec. 5. It shall be the duty of the Committee on Finance to examine and report upon all matters of a financial character referred to them; to keep themselves acquainted with the financial condition of the city; its various sources of revenue, its debts and its various funds, the condition of the treasury, and report thereon and thereof in writing at any time the Council may request them so to do; to make settlements with all of its officers receiving or disbursing its moneys; to make up annually an estimate of the amount to be levied, and to report such estimate to the Council. It shall also be the duty of the committee to examine the Assessor's books and report upon the correctness thereof; also to negotiate all loans whether original or funding purposes, which may be authorized by ordinance. It shall also be the duty of the committee to have annually prepared by the City Clerk and Treasurer and Collector at their last annual meeting in the year, a report showing by items the gross revenues of the city collected during the year from all sources, the expenditures, the balance to the various funds, and a balance sheet showing the condition of the entire finances of the city, which report and balance sheet shall be presented to the Council and be spread

upon the minutes of the Council and also be published one time in some newspaper in said city.

Sec. 6. It shall be the duty of the Fire Committee to give their personal attention to the working, the improvement and expenditures of said department. It shall be specifically charged with the duty of seeing that all ordinances and orders of the Council, adopted with a view to prevent fires, are complied with; and they shall from time to time bring to the attention of the Council all or any matters bearing upon the question of lessening or controlling conflagrations in the city. Said committee shall examine and report to the Council the condition of all the hose houses, hose reels, hose, fire hydrants, and equipments of the Fire Department; cisterns, or other means designed for the extinguishment of fires; and shall examine and report to the Council all matters relating to the building, extension or removal of houses or other structures, the extension or removal of which may be thought to increase the danger of fire. The committee shall audit all bills against the Fire Department.

Sec. 7. It shall be the duty of the Special Committee or any special committee or sub-committee appointed by the Mayor or the Council to faithfully perform and discharge any duties assigned them, pursuant to any resolution, motion or ordinance, and make such report or investigations as deemed necessary from time to time, or provided for in such resolution, order, motion or ordinance.

Sec. 8. BUILDING COMMITTEE:—It shall be the duty of the Building Committee to see that all buildings erected in the city are so constructed as to be safe, and not endanger other structures or adjoining property by fire or otherwise, and that said buildings do not encroach upon the streets, alleys or sidewalks of the city.

Said Building Committee shall at least twice in each municipal year inspect all buildings that are required by ordinance of the city to have and maintain fire escapes and make a report to the Council of the buildings so inspected and the condition thereof, and whether or not the owner or owners of the said buildings have complied with the ordinances of the city.

Any person, corporation or firm desiring to erect any building in the City of Sistersville, shall before doing so exhibit to the Building Committee a plan of said building and the specifications of the material to be used in construction of said building, and if said Building Committee approve of said plan and specifications as being safe in all respects and especially in regard to danger from fire, and that said building does not encroach upon the line of any street, alley or sidewalk in said city, said committee shall endorse their approval thereon and if said Building Committee do not for any reason approve said plans and specifications it shall not be lawful for said building to be erected until said plans and specifications are so changed as to make the building safe in all respects and free from danger from fire and so that said building shall not encroach upon the line of any street, alley or sidewalk in the city and are approved by said Building Committee.

Any person violating any of the provisions of Section Eight shall upon conviction thereof before the Mayor be fined not less than Ten Dollars nor more than One Hundred Dollars and costs, and may be imprisoned in the city jail until said fine and costs are paid, but not exceeding thirty days, and in the discretion of the Mayor may in addition to the fine and costs be confined in the city jail not exceeding thirty days.

Sec. 9. It shall be the duty of the Salary Committee to fix and determine the salaries and wages of the city officials and employees and report any change that they may deem necessary in the same to the City Council.

Sec. 10. All bills presented to the city for payment shall

be marked as correct by the chairman of the proper committee whose duty it is to audit the same before the same is allowed, unless the Council shall not approve of the action of the chairman of such committee in refusing to certify the correctness of same. In which event the Council may allow the bill or bills, notwithstanding it is not certified to be correct.

Sec. 11. None of said committees, nor any member of any of said committees, is to be construed the agent of the city, except when acting strictly within the scope of authority granted to them herein, or by other ordinance, order or resolution of Council and said Council hereby declares that any exceeding of such authority by any of said committees of such authority granted herein or therein, shall be deemed ultra vires.

CHAPTER XVII.

Notices.

SEC.
1. Service by chief of police, water commissioner, city clerk, etc.
2. Who may issue notices.
3. Execution of notices; fee for same.

Sec. 1. That hereafter it shall be the duty of the Chief of Police and any of the patrolmen, the Water Commissioner, City Clerk, or any officer of the city to serve any notice which is or may hereafter be required to be served by and on behalf of the city, on any member of the Council, or any citizen or property holder in this city, or any officer of the city.

Sec. 2. The Mayor, any member of Council, or any officer whose duty it is, or may be to issue any such notice, shall direct the same to be served, by any officer mentioned in the preceding section, as may be most convenient.

Sec. 3. It shall be the duty of the officer to whom such notice shall be directed, to immediately execute the same, and

make return thereof at once of the manner and time of making such service, he shall not be allowed by the City Council any fee or compensation, outside of his regular salary or compensation, as fixed by the ordinances of the city.

CHAPTER XVIII.

Ordinances.

SEC.
1. Reading of ordinances.
2. Suspension of rules.
3. 4. Duties of clerk.
5. Fine for destroying or changing ordinance.
6. Provision for enforcing regulations.

Sec. 1. All ordinances hereafter passed shall be read in full at two successive meetings of the Council held on different days, unless the second reading of any ordinance shall be suspended by a motion concurred in by two-thirds of the members present, by ayes and nays entered upon the journal.

Sec. 2. No ordinance shall be passed by the Council at the meeting of introduction, unless by the unanimous vote of all the members of the Council, in which case the provision of the foregoing section allowing the second reading to be suspended shall not apply, but such ordinance shall be read in full, twice on same night.

Sec. 3. It shall be the duty of the Clerk immediately upon the passage of any ordinance by the Council to spread the same upon the ordinance book and keep a record of same in the minute book where the proceedings of Council are kept.

Sec. 4. That in addition to the requirements of the preceding section it shall be the duty of the City Clerk to preserve and file away the original of every ordinance which shall be passed by the Council, in some safe place in his office. The ordinances so filed away shall be properly indexed and labeled, so convenient reference may at any time be had thereto.

Sec. 5. Should any person destroy, change or mutilate or secrete the original of any ordinance passed by the Council, he or they shall be subject to a fine, upon conviction, of not less than ten dollars nor more than twenty dollars for each offense.

Sec. 6. It shall be the duty of the Mayor, and members of the Council and the City Attorney, to see that all the provisions of these ordinances are complied with by the Clerk, and to have issued proper warrant for his arrest and punishment in case of failure to perform the duties herein prescribed.

CHAPTER XIX.

Fire Department.

SEC.
1. By-laws and regulations.
2. Manner of electing fire chief; duties; compensation.

Sec. 1. The By-Laws, Rules and Regulations adopted by the Fire Department June 20th, 1902, and approved by the Council on July 21, 1902, contained in manual of the Fire Department, be and the same are hereby adopted by the Council as the Laws, Rules and Regulations of this city.

Sec. 2. There shall be elected by the Fire Department before the first day of April, each year, a Fire Chief, who shall be a competent person, and said appointment shall be confirmed by the Council. In the event of a deadlock or the inability of the Fire Department to elect a Fire Chief then said Fire Chief shall be elected by the Council. He shall have and execute supreme control over the entire department while attending fires. He shall be a conservator of the peace within the city limits, and be vested with all the authority of the police officers. Before entering upon the duties of his office, he shall take such oaths as are prescribed for all city officers by law and ordi-

nance. His compensation shall be One Hundred ($100.00) Dollars per year, payable monthly. He shall contract no debts for the city. He shall further perform all duties set out in Rule VII, section one, of the Manual of the Fire Department and be subject thereto.

CHAPTER XX.

Fire Limits.

SEC.
1. Boundaries.
2, 3. Provision respecting erection of buildings.
4. Moving of wooden buildings.
5. Penalties.

Sec. 1. That hereafter the following shall be the fire limits within said city:

Beginning at a point where Alley C intersects the southerly line of Elizabeth Street; thence along the southerly line of Elizabeth Street to the intersection of Elizabeth and Main Streets; thence along the easterly line of Main Street to the intersection of Main and Charles Streets; thence along the northerly line of Charles Street to the intersection of Charles and Brown Betty Streets; thence along the westerly line of Brown Betty Street to the intersection of Brown Betty and Diamond Streets; thence along the southerly line of Diamond Street to the intersection of Diamond Street and Alley C; thence diagonally across Diamond Street to the westerly line of Alley C, being the South-east corner of lot 88; thence along the westerly line of Alley C to the intersection of Alley C and Elizabeth Street, being the place of beginning.

Sec. 2. It shall be unlawful to construct the outside walls or party walls of any building, within the limits aforesaid, of any other material than stone or brick, or to cover the roof of such building with other materials than slate or metal.

And party walls shall in all cases be extended above the adjoining roofs.

Sec. 3. It shall be unlawful to erect or construct within the limits prescribed in Section 1 any addition to any building now constructed, or other material than stone or brick, or to cover the roof thereof with other material than slate or metal.

Sec. 4. It shall be unlawful for any person to move any wooden building into the limits aforesaid, nor within the same without a written permit of the City Council.

Sec. 5. The owner or superintendent of any building that shall be erected within the limits aforesaid, in violation of sections 2 and 3 of this ordinance, shall upon conviction thereof be fined the sum of Fifty ($50.00) Dollars for each day that the work shall be continued, and shall stand committed to the city jail until the fine and costs are paid, not exceeding thirty (30) days; and it shall be the duty of the Building Committee of the city to notify in writing the owner, contractor or superintendent of such building to remove the same, and if the same shall not be removed within three (3) days from the serving of such notice, the Superintendent of Streets upon the order of the Building Committee of the City shall proceed to demolish and remove such building or structure as a nuisance.

And every person violating the fourth section of this ordinance shall upon conviction thereof be fined not less than one hundred ($100.00) dollars nor more than two hundred ($200.00) dollars, and shall stand committed to the city jail until the fine and costs are paid not exceeding thirty days.

CHAPTER XXI.

Curfew.

Sec.
1. Loitering on streets.
2. Provisions restricting minors from selling newspapers, etc. Who shall ring the curfew.
3. Penalties.

Sec. 1. It shall be unlawful for any person under the age of 16 years, to be or remain upon any of the public streets, alleys, commons, or in any of the public resorts of this city; or to loiter or linger around any of the public or private buildings of said city adjacent to such streets, alleys, commons or public highways, after the hour of nine p. m. in the evening of any day and before the hour of five o'clock of the morning of the succeeding day from the first of April in each year until the first day of October following; or after the hour of eight o'clock in the evening, and before the hour of five o'clock in the morning of the succeeding day, from the first day of October in each year to the first day of April following; unless, however, such person under the age of sixteen years be accompanied by some person or persons of mature years as hereafter provided; and it shall be unlawful for any parent or guardian or other person having the custody and control of such child to allow or permit such person under the age of sixteen years as aforesaid, to be upon the streets, alleys, commons or public highways or public resorts, or to loiter or linger about any of the public or private buildings of this city after the hours herein specified in the evening or before the hours herein named in the morning unless such minor or person under the age of sixteen years be accompanied by some person or persons of mature years; and said person having the legal custody and control of said child or some person duly authorized by such parent or guardian to have the custody and control of such minor.

Sec 2. The provisions of section 1 of this ordinance shall not apply to minors engaged in selling newspapers, or as dis-

trict telegraph or telephone messengers or minors engaged in lawful employment requiring them to be upon the streets, alleys or public places during such prohibited hours in the proper discharge of their duties while so employed or going and coming from their employment.

It shall be the duty of the Fire Chief, his assistant, or any one designated by him, to ring the curfew from October the first to April the first at eight o'clock, P. M., and from April the first to October the first at nine o'clock P. M.

Sec. 3. Any person violating any of the provisions of this ordinance shall, upon conviction before the Mayor, be fined not less than one dollar, or more than ten dollars for each offense, with the costs of prosecution, and may in the discretion of the Mayor, be confined in the city jail for a period not exceeding thirty days, and until such fine and costs are paid as provided by law. Providing, however, that any person so convicted, may have the same right ofappeal to the Circuit Court of Tyler County, as is provided in other cases.

CHAPTER XXII.

Regulations Respecting Dogs.

SEC.
1. Registration.
2. Tags: collars: failure to provide same.
3. Clerk shall provide tag.
4. Receipts for dog taxes.
5. Hydrophobia.

Sec. 1. It shall be the duty of every person who shall own, keep or allow to be kept on his premises or elsewhere within the city any dog to report the same to the City Clerk for registration in a book to be kept by him for the purpose, in which shall be entered the name of the person owning, keeping or allowing to be kept such dog, the kind of dog, whether male or female, together with the number of tag to

be attached to such animal. If any person owning, keeping or allowing to be kept any such animal shall fail to make such report for ten days after the first day of July in each year, he shall be fined, upon conviction, not less than three nor more than ten dollars.

Sec. 2. Every dog in the city shall wear a collar with a tag bearing a number secured from the City Clerk attached thereto. Any dog found on any street, alley or public ground without such tag shall be taken up by the police and kept securely in some place selected by him, for one week, and if such dog is not claimed within that time he shall be killed by such police. But if within one week the dog is claimed, the person so claiming it must show to the satisfaction of the Mayor that it is his or is under his control; that the required tag had been securely attached, and that he had used due diligence to obey the provisions of the ordinance. Upon compliance with these provisions and the payment of the sum of fifty cents, the said officer shall deliver such dog to such claimant. But nothing in this section shall prevent any person from purchasing any dog remaining unclaimed at the end of one week from the time of its capture, and any money realized from such sale shall go to the general fund.

Sec. 3. The tag to be used as aforesaid shall be provided by the Clerk at the expense of the city. It shall be the duty of the Clerk within fifteen days after the first of July in each year to furnish to the Chief of Police a list of persons who have made the report to the City Clerk as required by section one, and the number of the tag or tags given them by the Clerk.

Sec. 4. Receipts for taxes on dogs shall be separate from other tax receipts, and specify all the items required to be specified in the register of dogs. Such receipt when paid, shall exempt such animal from further taxation until the first day of July following the date of such receipt.

Sec. 5. Whenever the Mayor shall be satisfied that any case of hydrophobia has appeared among the dogs in the city, he shall issue his proclamation requiring all persons to confine their dogs or to have the same securely muzzled, for such time from and after the issuing of such proclamation as he shall therein appoint, and if any dog shall be found at large in the city, during the time so appointed, without being properly and securely muzzled, the same may be killed by any person, and the owner or keeper thereof shall forfeit and pay to the city a fine of not more than twenty dollars for every such offense and costs of prosecution.

CHAPTER XXIII.

Milk Ordinance.

SEC.
1. Permits.
2. Unclean, impure, unwholesome milk.
3. Skim milk.
4. Keeping milk in unclean jars and bottles.
5. Vehicles from which milk is offered for sale.
6. Provision respecting places where milk shall be kept.
7. Inspection of dairies.
8. Keeping milk in house that has in it contagious diseases.
9. Certificates from veterinary surgeon.
10, 11. Dairies; ventilation of same.
12, 13. Provisions respecting the cleanliness of cows, etc.
14. Storage and delivery of milk.
15. Contagious diseases among cows.
16. Rooms in which milk is stored.
17. Inspection by health officers.
18. Penalties.

Sec. 1. No person, dealer, firm or corporation shall bring or send into the City of Sistersville, West Virginia, or sell or exchange, or offer or expose for sale or exchange, any milk without first having obtained a legal permit so to do, to be furnished without cost by the City Health Officer. The applicant will be required to present a satisfactory certificate from a duly qualified veterinary surgeon, showing his premises and herd to be in a clean and sanitary condition, and his herd free from disease. Such permits must be renewed in the month of May each year and such permit must be furnished without cost to the applicant. The Health Officer may require the tuberculin test of any herd suspected of infection with tuberculosis. After the permit is granted, no person, dealer, firm or corporation may change source of milk or cream supply, without the approval of the City Health Officer, and no permit shall be transferred without consent of said Health Officer.

The City Health Officer may at any time revoke any permit or license that may be granted by him, for a failure on the part of the licensee to comply with the orders and regulations for the sale of milk or cream now in force.

Sec. 2. No person, firm or corporation shall sell or exchange, or offer or expose for sale or exchange any unclean, impure, unwholesome adulterated or unhealthy milk or cream within the City of Sistersville. The terms "adulterated" or "unwholesome" as used in this ordinance are held to mean:

First. Milk containing more than 87 per centum of water or fluids.

Second. Milk containing less than 13 per centum of milk solids.

Third. Milk containing less than 3 1-2 per centum of fats, or having a specific gravity of less than 1.029.

Fourth. Milk drawn from animals within fifteen days before, or five days after parturition.

Fifth. Milk drawn from animals fed on any unhealthy or unwholesome food or drink.

Sixth. Milk drawn from cows kept in a crowded or unhealthy condition.

Seventh. Milk containing more than 2 per centum acidity.

Eighth. Milk containing pus cells.

Ninth. Milk which has been adulterated with water, or any other fluid, or to which has been added, or into which has been introduced any foreign substance whatever.

Tenth. Cream sold or offered or kept for sale as such must contain at least 18 per centum butter fat.

Eleventh. Milk containing more than 75,000 bacteria to cubic centimetre.

Twelfth. Milk or cream reacting to the usual or ordinary test or tests for formalin, salicylic acid or boric acid.

Sec. 3. No person, dealer, firm or corporation shall sell, or offer for sale, or have in possession for the purpose of sale, any milk from which the cream or any part of such cream has been removed, unless in a conspicuous place, above the center and on the outside of every vessel in which such milk is sold or kept, the words "Skimmed Milk" are distinctly marked in metallic letters, permanently soldered, to be not less than one inch in height; or, where the entire can of milk is sold and delivered to one place or customer, a paper label, white with red letters "Skimmed Milk" posted on the can near center; paper label to be four inches by six inches ("4x6") and to be furnished by the Health Officer, none other can be used; provided, that in case of the delivery of skimmed milk in glass bottles, the words "Skimmed Milk" shall be blown in the bottles in letters not less than one inch in height. Nor shall any person, firm or corporation selling milk, or his, their or its agent, or agents, sell as skimmed milk any milk which has a less percentage of casein and salts than that contained in unskimmed milk.

Sec. 4. No person, firm or corporation within the City of Sistersville shall deliver, sell, offer or expose for sale, or have in his, their or its possession for the purpose of sale, any milk or cream in glass jars or bottles, unless said jars or bottles have been thoroughly washed and cleaned before being last filled; no person shall keep milk or fill glass jars or bottles with milk or cream in any barn or stable, or in any public street or place.

Sec. 5. No person, firm or corporation within the City of Sistersville shall sell, offer or expose for sale, milk from any vehicle unless said vehicle bears in a conspicous place, plainly and legibly on each outer side, and near the front thereof, a metal sign issued annually by the City bearing the year, license number and name of business; and in case milk is sold from cans or vessels, where no vehicle is used, unless the license number shall be placed in a conspicuous place on such can or vessel; or, if such milk is sold, or exposed for sale, within a store or a house, unless such license number shall be there exposed in some conspicuous place.

Sec. 6. No person, firm or corporation within the City of Sistersville shall keep milk intended for sale or exchange in a sleeping or living room, or in any room which is not kept clean at all times, or in which the plumbing is not constructed in accordance with sanitary plumbing; or keep milk in any cans not made of well tinned iron with inner surfaces smooth and free from rust; or fail to report forthwith to the Health Officer any cases of contagious disease on the premises where milk is produced or sold. The owner shall be held liable for the acts of his agent for any violation of the sections of this ordinance, and the intention of any person doing or omitting to do any such act is immaterial in prosecution hereunder.

Sec. 7. Inspections of milk in all dairies, and of all milk venders, shall be made by the Health Officer of the City, and all persons, firms or corporations selling, exchanging, or offering or exposing for sale or having in possession milk or cream for sale, delivery or exchange, either on their own account or for any other person or corporation, shall at all times on demand, furnish to the said Health Officer of the City of Sistersville, and permit Health Officer to take from them such samples as he may require; and such samples shall be given, or permitted to be taken at such time and place as may be demanded by said Health Officer. Every sample of milk delivered to said Health Officer of the City shall have a label attached to the vessel containing such sample, which shall have been written thereon, at the time of the delivery of such sample, the number of the dealer's license, the number of the sample, the date of collection, and the name of the Health Officer and a memorandum shall be made by the Health Officer collecting such sample of the number of the sample, the name of the owner and driver from whom collected, and a duplicate of the sample sealed in the bottle or vessel, shall be delivered to the

person from whom such sample is taken. Each sample shall be examined separately, according to its number, by the Health Officed, who shall register the specific gravity, temperature and the percentage of butter fat, opposite a corresponding number in the book kept for that purpose, the name of the owner to be subsequently inserted.

Sec. 8. No person, firm or corporation selling or exchanging or offering or exposing for sale, milk in the City of Sistersville in bottles to any dwelling or other house that has in it any contagious disease or diseases, or that is placarded by the Health Officer for contagious disease or diseases, shall remove from such dwelling or house any bottle or receptacle which has been or is used for the purpose of receiving or storing milk, until such placard has been removed by the proper authorities. No person suffering from, or who has knowingly, within a period of twenty days, been exposed to diphtheria, scarlet fever, erysipelas, smallpox or other dangerous contagious disease, unless proper disinfection under direction of Health Officer has been had, shall work or assist in or about any dairy or dairy farm; no proprietor, manager, or superintendent of any dairy or dairy farm who supplies milk to the citizens of the City of Sistersville, West Virginia, shall knowingly permit any person suffering, or exposed as aforesaid, to work or assist in or about said dairy or dairy farm.

Sec. 9. The Health Officer shall not issue a permit to any person to sell milk in the City of Sistersville who does not furnish once in every year the health department with a certificate from a duly qualified veterinary surgeon, to the effect that the cattle from which the milk he proposes to sell, is obtained, are entirely free from disease, and said certificate shall be kept on file in the health department and shall embrace a descriptive enumeration of the cattle examined. The Health Officer may require the tuberculin test if any herd is suspected of infection with tuberculosis.

Sec. 10. Every person, firm or corporation maintaining a dairy farm shall keep the same and all appurtenances thereto clean and wholesome at all times, shall change the water in the coolers at least once in each day, and no building or space shall be used for dairy purposes which is not well lighted and ventilated and which is not provided with a suitable floor and properly drained, or which contains less than 600 feet clear space for each cow.

Sec. 11. Every person, firm or corporation using premises for keeping cows for dairy purposes, shall keep the entire premises clean and in good repair and the buildings well painted or whitewashed, and no accumulation of dung shall be allowed, but shall be removed at least twice daily, and one hour preceding every milking of the cows.

Sec. 12. Milkers and those engaged in the handling of milk or cream shall maintain strict cleanliness of their hands and persons while milking and while so engaged.

Sec. 13. Every person, firm or corporation keeping cows for the production of milk for sale shall cause them to be kept clean and wholesome at all times, and shall cause the teats and the udder to be carefully cleaned with a damp cloth immediately before milking, and shall cause each of such cows to be properly fed and watered.

Sec. 14. Any person, firm or corporation, using any premises for keeping cows for dairy purposes shall provide and use a sufficient number of receptacles of non-absorbent material for the reception, storage, and delivery of milk, shall keep them clean and wholesome at all times, and at milking time shall remove each receptacle as soon as filled from the stable or room in which the cows are kept, and it shall immediately be cooled to 50 degrees F. H. and strained through one-half inch absorbent cotten or its equivalent. Nor shall any milk or cream

be stored, or kept within any room used for stabling cows or other domestic animals.

Sec. 15. It shall be the duty of every person having charge or control of any premises upon which cows are kept, to notify the Health Officer of the City of Sistersville, of the existence of any contagious or infectious disease among such cows, by letter delivered or mailed within twenty-four hours after the discovery thereof, and to thoroughly isolate any cow or cows so diseased, or which he may reasonably believe to be infected, and to exercise such other precaution as may be directed, in writing, by the said Health Officer.

Sec. 16. No person, firm or corporation in the City of Sistersville engaged in the business of producing milk for sale or exchange, or engaged in the business of storing or delivering milk in said city shall store, cool or mix said milk in any room which is occupied by horses, cows or other animals. All rooms in which milk is stored, cooled, kept or mixed shall be provided with tight walls and floor and kept constantly clean. The walls and floor of the said rooms to be of such a construction as to allow easy and thorough cleansing. The room or rooms aforesaid shall contain proper appliances for washing and sterilizing all utensils actually employed in the storage, sale or distribution of milk, and all such apparatus, and utensils shall be washed with boiling water, or sterilized by steam regularly after being so used.

Sec. 17. All dairies or milk depots from which milk is offered for sale in the City of Sistersville, shall be open at all times to the inspection of the Health Officer of the City of Sistersville, or any officer representing him. No dip milk shall be sold or exchanged, or offered, or exposed for sale or exchange, in any grocery store, bakery, meat shop, confectionery or any other store where milk is not sold exclusively. Milk sold in such places must be bottled at the dairy or city depots,

and kept in a covered box, cooler or refrigerator under such conditions as shall be approved by the Health Officer.

Sec. 18. That any person, firm or corporation violating any of the provisions of this ordinance, upon conviction for the first time, shall be adjudged to pay a fine of not less than $10 nor exceeding $100, and in default of payment of such fine and costs, to be imprisoned in the jail of said city for not more than ten days; or both fine and imprisonment may be imposed, at the discretion of the Mayor; upon a second conviction, the fine shall not be less than $25 nor more than $100, and in default of the payment of such fine and costs, imprisonment for not more than ten days; or both fine and imprisonment at the discretion of the Mayor. And in addition to the penalty of fine or imprisonment, or both, upon said second conviction, the Health Officer may revoke the license of such person or persons, firm or corporation so offending.

CHAPTER XXIV.

Natural Gas.

SEC.
1. Provisions respecting the laying of pipes, etc.
2. Testing of pipes.
3. Pressure on pipes.
4. Escape pipes.
5. Precaution against injury and danger.
6. Permits, bonds, etc.

Sec. 1. That all individuals, firms, partnerships and corporations which have heretofore been, or which may hereafter be authorized and empowered by The City of Sistersville to enter upon any street or streets, lanes, alleys, and public grounds, or parts thereof in said city to lay pipes for carrying, transporting and supplying natural gas to persons, firms, and corporations shall be and are hereby required to put, place and lay any and all pipes used for such purposes at a depth of not less than 24 inches below the surface of such streets, road,

lane, alley or public grounds, and whenever practicable at a depth of not less than two feet below the surface, and shall occupy such part or portion of such street, road, lane, alley or public grounds as may be designated by the Superintendent of Streets or the Street Committee of the Council, and shall be laid under their supervision and control. The said Superintendent of Streets shall have the right, and he is hereby empowered to place suitable persons in charge of said work during its progress to supervise and direct the work thereon at the expense of the individual, company or corporation having such pipes laid, provided, however that the said city shall not be liable in any event for injury or damage done to persons or property by reason of assuming the control and direction of the work as aforesaid.

Sec. 2. All pipes designated and intended for use in any line, shall be first tested by the manufacturer and the Superintendent of Streets if he deem it necessary by hydraulic pressure of at least three times the maximum pressure allowed to be carried under this ordinance and shall be made airtight under the pressure before being covered.

Sec. 3. The pressure on each line within the city shall in no case exceed 6 ounces pressure per square inch at the city limits except as hereinafter provided, and all lines entering or being within said city shall be provided with a set of safety valves of sufficient capacity to discharge all surplus gas through suitable escape pipes. The character and number of the safety valves so to be used shall first be examined and approved by the Superintendent of Streets, and there shall also be provided such other safety valves within said city as shall or may from time to time be found necessary to reduce the maximum pressure to the lowest point consistent with an adequate supply to the various consumers. Provided, that a pressure not exceeding thirty pounds to the square inch shall be allowed in the inner, but not in the outer line in all cases

when the pipes carrying a higher pressure be encased within or cased by a second pipe which shall have been heretofore laid in the city sufficiently strong and provided with proper and suitable escapes approved by the Superintendent of Streets for carrying off all gas which may be discharged or in any manner escape from the high pressure pipe through rupture, leak or otherwise.

Sec. 4. In order to provide against gas which may escape from high or low pressure pipes from passing into cellars and buildings it shall be and is hereby made the duty of all such individuals, firms and corporations laying pipes and carrying gas as aforesaid to provide, furnish and supply a system to be approved by the Superintendent of Streets, and Street Committee of the Council, of escape pipes sufficient to carry off any and all gas which may leak or escape through defective joints, service pipes, connections or defects in the pipes. Gauges showing the amount of pressure on all natural gas lines shall be erected at the expense of all such persons, firms or corporations and shall be open at all times to public inspection and located at such points as may be directed by the Superintendent of Streets or Street Committee.

Sec. 5. In all cases where the streets, roads, alleys, lanes or parts thereof, upon or under which such pipes shall be laid contain cinders or material destructive of or injurious to such pipes, suitable precaution shall be taken to guard against any such injury and danger in such reasonable manner as shall be ordered and directed by the Superintendent of Streets or Street Committee.

Sec. 6. Every person or persons, corporation or corporations, wishing to construct any gas mains, gas service lines, or gas equipment of any kind for the use or conveyance of natural gas, in the corporate limits of the city, shall before receiving a permit to do so, execute a bond, payable to the

city, to be approved by the Council in the sum of $2,000.00 dollars, conditioned that said person or persons, corporation or corporations will indemnify and save harmless the city against all accidents and damage caused by any negligence or inadequate work that said person or persons, corporation or corporations may do in constructing said gas mains, service lines or equipment, and further that they will replace the pavement over any opening that may have been made in laying said gas mains, service pipes or equipment in as good a condition as the same was found, and that they will keep and maintain the same in good order for the period of one year next thereafter.

CHAPTER XXV.

Crematory.

SEC.
1. Superintendent of crematory.
2. Duties of garbage collector; compensation; bond.
3. Provision respecting receptacles for garbage; removal of same.
4. Report of garbage collector to health officer.
5. Provision when crematory is not in operation.
6. Commissioner of water works shall be ex-officio superintendent of crematory.
7. Penalties.

Sec. 1. The Superintendent of the Crematory shall have full charge of the crematory and all equipments connected therewith, including all labor necessary for the proper operation of the same.

Sec. 2. It shall be the duty of the garbage collector to keep at all times, in the most possible sanitary condition, the crematory, the surrounding lot, and all wagons and other equipment connected with the operation of the same. He shall burn the garbage and refuse hauled to the city crematory by the stores in the City of Sistersville, on every Tuesday and Friday of each week, from the 21st day of March to the 21st day of August, and on every Tuesday and Friday afternoons of each week from the 21st day of August until the 21st day of March. He shall burn all garbage in the city crematory in a proper and suitable manner, and to the satisfaction of the

Health Committee of the City of Sistersville; and he shall further collect and remove the garbage from all private residences once a week during the winter months, and twice a week during the remainder of the year, and collect and remove the garbage from all hotels and restaurants in the city at least once each day. He shall haul the garbage in the garbage wagon furnished by the city, and the said garbage collector shall burn all dogs killed by the police or found dead on the streets of the city; and he shall cremate all horses that are required to be cremated, for which he shall receive the sum of six dollars for each horse so cremated, two dollars of which sum he shall pay to the Collector and Treasurer of the city for the gas consumed in so doing. He shall further execute a bond with approved security in the sum of one thousand dollars, conditioned to keep and perform the terms and conditions of this ordinance.

Sec. 3. It shall be the duty of every owner, tenant, lessee or occupant of every hotel, boarding house, restaurant, ordinary or dwelling house within the City of Sistersville to provide, or cause to be provided, and at all times hereafter to keep or cause to be kept and provided, suitable covered water tight receptacles for holding all the kitchen garbage which may accumulate upon the premises, and all offal thereon. No such receptacle shall be placed upon any sidewalk, or in any street, alley or public place longer than is actually necessary for the removal of the contents thereof from such receptacles into the carts or wagons provided for; but every such receptacle shall be kept at a place upon the premises most accessible to the person in charge of any such wagon or cart as may call therefor, and whenever alleys exist in the rear of hotels, dwellings or other buildings, such receptacles shall be placed and kept in the immediate proximity to such alleys. All such receptacles shall be regularly called for by the person to whom such contract as aforesaid is let, or by some one for him, and their contents promptly removed when delivered, or when

found in a place provided for them by the person or persons who may occupy such premises or have control thereof.

Sec. 4. The said garbage collector, and each person employed by him, in removing such garbage and offals shall report to the Health Officer the names and residence of all persons who refuse or neglect to comply with the provisions of this ordinance. And the Health Officer is charged with the duty of seeing that the provisions of this ordinance are properly enforced, and shall report any violations to the Health Committee.

Sec. 5. At all times hereafter while a city crematory is in operation, or can be operated, all garbage and offal shall be hauled to the crematory, and there destroyed by fire under the direction of the garbage collector. If no crematory shall be in operation, or capable of being operated, all persons employed in removing garbage or offal are forbidden to deposit garbage or offal upon any street, alley, lot or ground, or in the Ohio river, but in such event shall deposit the same as the Committee on Health may direct.

Sec. 6. The Commissioner of Water Works shall be Ex-Officio Superintendent of the Crematory and as such Ex-officio officer shall exercise and perform all the duties of Superintendent of the Crematory as provided by the ordinances of the City, but without any additional compensation whatever for performing said duties. The Council however reserves the right at any time it may deem best to appoint a Superintendent of the Crematory to serve for the period of one year or any fractional part of a year.

Sec. 7. Each and every person failing or refusing to comply with any requirement or provision of this chapter, shall upon conviction thereof before the Mayor of the City of Sistersville, forfeit and pay to the City of Sistersville a fine of not

less than five nor more than twenty dollars and the costs of prosecution, for each and every offense, and at the discretion of the Mayor may be sentenced to imprisonment in the city jail for not over thirty days.

CHAPTER XXVI.

Water Works; Commissioner of Water Works.

SEC.
1. By-laws, rules and regulations, approved by council.
2. Shall be under the control of the commissioner of water works.
3, 4, 5. Duties of commissioner of water works.
6. Water consumers' book.
7. May enter and have access to premises, when necessary.
8. Making connections with main.
9, 10, 11, 12. Provisions respecting plumbers' license, bonds, etc.
13. Corporation cocks.
14. Service pipe.
15. Using water without permit.
16. Application for permit; provision respecting service pipe.
17. Provision respecting applicants for water.
18. Curb boxes, curb cocks, expense of same.
19. Service pipe supplying two or more premises; provision respecting same.
20. Use of water for temporary purposes.
21. Time of payment of water rents; discounts.
22. Overcharges.
23. Water metres.
24. Water rents for metred water.
25. Money received by commissioner of water works.
26. Private hydrants.
27. Permits for hydrants; sprinkling streets and yards.
28. Waste of water; penalty.
29. Cisterns.
30. Test of the quantity of water supplied premises.
31. Provisions respecting the turning on of water.
32. Who shall open hydrants, etc.
33. Removal or obstruction of hydrants, valves, etc.
34. Penalty for making connections with mains without permission.
35. Street washers and curb cocks; how placed.
36. Public drinking fountains.
37. Alterations of pipes, water cocks, etc.; who may make same.
38. When faucet may be sealed.
39. Failure to pay water rent; penalty.
40. Provision respecting repair of service pipe and apparatus.
41. Removal of corporation cock for failure to pay water rent.
42. Refusal to make repair of service pipe.
43. Provision respecting repair of hydrants by plumbers when water has been shut off; penalty for same; tying horses to hydrants, etc.
44. Service pipe; material of same.
45. Weights of service pipe; inspection of same.
46. Water closets and vaults; bath tubs.
47. Rates for water used.
48. Rates for metred water.
49. Penalties.
50, 51, 52, 53. No liability shall attach to city for lack of water, etc.
54. Commissioner of water works shall be ex-officio superintendent of streets.

Sec. 1. The following By-laws, Rules and Regulations be, and the same are hereby approved by the Council of the said City of Sistersville, and they are hereby declared to be the By-laws, Rules and Regulations governing and regulating the conduct and management of the water works and water system of said city:

Sec. 2. The said water works and system shall be under the control and management of the Commissioner of Water Works, who shall at all times act under the direction of the Water Committee appointed by the Mayor.

Sec. 3. The said Commissioner of Water Works shall have full power and authority to employ and discharge any and all necessary employes and labor necessary and incidental to the maintenance and operation of said system.

Sec. 4. The said Commissioner of Water Works shall be appointed by the Council, as provided by the charter of said city.

Sec. 5. The Commissioner of Water Works, or his duly authorized agent, shall keep a book, which shall be furnished to him by the city, known as "Water Consumers Book," in which he shall keep a record of all water rents chargeable and assessed by him, showing against what property such assessments are made, the name of the owner or owners of said property, and the amount of the asessment. He shall, on or about the first day of each rental quarter, furnish the Collector and Treasurer with bills showing all money due the city for water rent, the name of the property owners against whom the assessments are made, the amount due from each property owner, and the property or properties on which said water rents are due.

Sec. 6. The Commissioner of Water Works shall be furnished forthwith by the Collector and Treasurer with a duplicate of the receipt given to the property owner or owners for payment of water rents, the same to show the amount of money collected, the name of the property owner or owners, and designate the property to which credit is to be given, and the Commissioner of Water Works shall credit the same in the "Water Consumers' Book" to the aforesaid property owner

or owners, and to the property on which said water rent has been paid.

Sec. 7. The Commissioner of Water Works in person, or by agent, and any or all of his employes, shall be authorized to enter and have free access, at all reasonable hours, to any premises where it may be found necessary to ascertain the condition of any pipes or fixtures attached to the water works of the City of Sistersville.

Sec. 8. No person but the properly authorized agents of the Commissioner of Water Works will be permitted to tap or make connections with the main or distributing water pipes of the works, and the person so tapping shall report to the Commissioner in writing, as provided in the blanks furnished by the Commissioner for that purpose.

Sec. 9. Any plumber wishing to do business or obtain permission to make attachments, enter hydrants, or do any plumbing in connection with the water works, shall before receiving a license to do so, file in the office of the Commissioner of Water Works his petition in writing, giving the name of the firm or corporation and place of business, signed by two responsible citizens, asking to become a plumber in connection with said water works, stating his willingness and agreement to be governed by all and singular the rules and regulations of said works, as adopted and passed by the Council, and be subject to all the rules, penalties and conditions heretofore or that may be hereafter passed by said Council.

Sec. 10. Every plumber applying for license must satisfy the Council that he is of good reputation; that he has been regularly educated to the business, and in every way qualified to receive a license. Before receiving a license the applicant shall execute and deposit in the office of the City Clerk a bond with two or more sureties to be approved by the Council, in the sum of one thousand dollars, conditioned that he will in-

demnify and save harmless the City of Sistersville and the Commissioner of Water Works against all accidents and damages caused by any negligence in protecting his work, or by any unfaithful or inadequate work done by virtue of his license, and that he will replace the pavement over any opening he may have made to lay service pipe, or for any other purpose, in as good condition as he found the same, and keep and maintain the same in good order to the satisfaction of said Commissioner for the period of one year next thereafter; and that he will pay all fines imposed upon him for any violation of any ordinance, by-laws, rules or regulations established by the Commissioner of Water Works or the Council of said city.

Sec. 11. Every plumber must, within forty-eight hours after making connections with the main pipe, and before the water is turned on, make a full, complete and accurate return, upon blanks furnished by the Commissioner, of all the uses, both ordinary and special, to which the water is designed to be applied. All persons doing plumbing work, whether new or extension or addition of old work, who violate any of the provisions of sections 9, 10 or 11 of this ordinance, will be subject to a fine of not less than five dollars nor more than twenty-five dollars, recoverable before the Mayor. Licenses will be issued by the City Clerk upon the order of the Council.

Sec. 12. No plumber when performing any kind of plumbing work shall cover up or conceal any pipe in any manner until it shall have been examined by the Commissioner, or his deputy, and found to have been performed in a workmanlike manner, and in accordance with the ordinances, by-laws and regulations. The Commissioner shall be notified at least eight hours before the work is to be inspected; provided that no plumbing work will be inspected except between the hours of 8 o'clock a. m., and 5 o'clock p. m. Any plumber violating this by-law shall be subject to the penalties hereinafter provided.

Sec. 13. No corporation cocks above the size of one inch inside diameter, shall be inserted in any main pipe, nor shall any two cocks be entered in any of the main pipes closer than one foot of each other.

Sec. 14. Every service pipe must be laid at least three feet below the surface of the ground, and sufficiently waving to allow not less than six inches extra length to prevent rupture by settlement of the earth, and so protected as to prevent bursting by freezing.

Sec. 15. It shall be unlawful for any person to take or use water from the hydrants, or other fixtures attached to the water works, except for fire purposes in time of fire, until he, she or they shall have obtained a permit and paid for the use of water.

Sec. 16. Application for a permit to take water or to connect service pipe, or any other fixtures to the water works, must be made by the owner of the premises, or the authorized agent of the owner. Said application shall state fully all fixtures to be installed or removed, and shall, further, state all alterations to be made in fixtures already installed, and shall further state all uses, both ordinary and special, to which the water is to be applied. All ordinary service pipes must be of lead, extra strong, which together with the necessary trenching, refilling and expenses connected therewith must be borne by the applicant.

Sec. 17. Applicants for water must state fully all purposes for which they require to use the water. and sign the form of application provided by the Commissioner giving a definite description of the location and size of the service pipe, and agreeing to be bound by the rules and regulations pertaining to the water works.

Sec. 18. Whenever permits have been issued in accordance with the provisions of sections 16 and 17 of the By-Laws and Rules, stop-cocks will be inserted in the street main, and the trench opened for reception of the service pipe. A service pipe of extra strong lead will be provided, with a curb box and curb cock placed at the inner side of curbstone, and all necessary trenching, pipe-laying and re-filling will be done by an authorized agent of the water works at the expense of the applicant, which expense, together with the water rent as then assessed according to the rules, must be paid before the water will be turned on.

Sec. 19. Service pipes intended to supply two or more distinct premises or tenements must be supplied with separate and distinct curb cocks for each tenant, placed as required in section 35 of ordinance relating to City Water Works, or when only one curb cock is used for more than one tenant, the owner or owners of the building or buildings shall be liable and must pay the water rent of all the parties, or fixtures thus supplied, and in default of such payment, upon demand by the Collector and Treasurer, or his duly authorized agent, the water will be at once shut off from said premises, and same shall not be turned on again until all arrearages be paid, including a fee of fifty cents for turning off and same amount for turning on the water.

Sec. 20. No private service pipe shall be assessed to yield a revenue of less than three dollars per annum. The use of water for a temporary purpose will be permitted in certain cases on terms made known on application at the water works office.

Sec. 21. All water rent, except for measured water, must be paid quarterly in advance on the first day of April, July, October and January of each year, and all persons paying their water rent in advance and at the office of the Collector and Treasurer, any time during the months of April, July, October and January, shall be allowed a discount of ten per cent thereon, and in case the rent is not paid in advance during the said months of April, July, October and January, the Collector and Treasurer, at the end of the said months shall cause the water to be turned off from such premises. All water shall be charged to the owner or owners of the premises to which the water is furnished.

Sec. 22. Persons claiming to be overcharged must make application to the Commissioner on or before the quarterly rental day aforesaid; whereupon it shall be the duty of the Commissioner to investigate the matter, and make such examination and decision in the premises as may be found necessary and in conformity with the established tariff rates.

Sec. 23. The Commissioner of Water Works is hereby authorized and empowered to attach water metres to all buildings or premises where the water is used, and all persons, firms or corporations to whom the water rates are charged or assessed, or who are users of city water, authorized to use or consume city water, under the provisions of this ordinance shall have the privilege of using water meters if they so desire. If such meters are furnished by such persons, firms or corporations they shall be satisfactory to the Commissioner of Water Works; and if furnished by the city, the following monthly rentals shall be charged, and collected quarterly with the water bills from the parties properly chargeable therewith:

On 5-8 inch meters per months	$ .15
On 3-4 inch meters per month	.20
On 1 inch meters per month	.25
On 1 1-2 inch meters per month	.60
On 2 inch meters per month	.75
On 3 inch meters per month	1.50
On 4 inch meters per month	3.00

Sec. 24. All water rents for measured or metered water must be paid, at the office of the Collector and Treasurer, on or about the first day of April, July, October and January of each year. And if not paid in ten days from that time, the supply will be discontinued until paid, together with the sum of one dollar, to cover cost of time and labor spent in turning on and off the water.

Sec. 25. All money received on account of the water works by the Commissioner thereof shall be paid monthly into the city treasury and a receipt taken for the same.

Sec. 26. The placing of a private hydrant or other convenience for supplying water in a yard or common area so situated as to be easily accessible to neighboring premises, shall subject all such premises to assessment and payment of water rent in such proportion as the Commissioner may determine.

Sec. 27. Permits for fountains and sprinkling streets and yards shall be issued for the season only, to-wit: From the first day of May to the first of November, which period of time constitutes the season. Fountains must not be permitted to flow more than six hours per day. Sprinkling with hose used as fountains, by the aid of frames, sticks or other device than manual support is strictly forbidden, and sprinkling at any time during the season, after 8:30 p. m., and not to exceed three hours per day is prohibited, and the washing of sidewalks, stables or other places with open end hose will not be permitted. Any person violating the provisions of this section shall be punished as hereinafter provided.

Sec. 28. Hydrants, taps, hose, water closets, baths or fixtures of any kind will not be permitted to be kept running when not in actual use, either for want of repair, or for protection against freezing. The Commissioner reserves to himself the right to decide what shall be considered waste or improper use of water, and to restrict and regulate the use thereof whenever he may deem it necessary. The said Commissioner of Water Works shall have full power to assess against the property to which the fixtures belong any extra charge that he may deem just, to cover loss to the water works for water wasted through the aforesaid causes, and to discontinue the supply of water from such property until all such charges are paid in full, together with the sum of one dollar as an equivalent for the loss and damage sustained, and labor and time spent, in turning on and off the water.

Sec. 29. When cisterns are so located as to supply separate premises, and filled from hydrant or service pipe, water rent must be paid by or for all families or other consumers having access to such cistern; and all such water takers must apply to the Commissioner for a special permit to use the water, and any person found guilty of habitually using the water without a permit shall, upon conviction thereof before the Mayor, be fined not less than one, nor more than five dollars, and the costs of prosecution for each and every offense. Parties desiring water for cisterns, tanks, or intermittent supply will be charged regular rates, or furnish at their own expense a water meter as hereinbefore provided.

Sec. 30. The Commissioner reserves the right in all cases to test the quantity of water supplied to any premises by the application of a meter, and to charge or adjust all contracts to prices set forth in meter rates, and to suspend the supply of water to all fountains, jets and street washers whenever in his opinion public exigency may require.

Sec. 31. When the water shall have been turned off in accordance with the provisions of section 21 of this ordinance, the same shall not again be turned on except upon the presentation to the Commissioner of Water Works of a receipt for

the said water rent, signed by the Collector and Treasurer. No water shall be used for any other purpose than such as has been agreed upon and set forth in the bill of water rent; and in all cases of misuse or waste of water, the water shall immediately be turned off, and the unexpired term for which the water rent may have been paid shall be forfeited.

Sec. 32. No person except the authorized agent of the Commissioner of Water Works or the Fire Department for fire purposes shall open any fire hydrant, or take water from any public or private hydrant, plug, street washer, draw-cock, hose pipe, or fountain, nor in any way take water for private use (which is furnished by the water works), unless such person shall first pay for the same, and procure the usual permits from the Commissioner of Water Works. Any person violating the provisions of this section, shall be punished as hereinafter provided.

Sec. 33. No person shall remove, obstruct, or in any way injure any fire hydrant, valve, valve-box, or cover, stop-cock, stop-cock box, or cover, or in any manner injure any building, machinery, or carry off or injure any pipe, apparatus, tools, or fixtures, or property of the water works. Any person violating the provisions of this section shall be punished as hereinafter provided.

Section 34. Any person who shall, without proper authority from the Commissioner of Water Works, make any connections with the mains, or distributing pipes of the water works, or turn on or shut off the water from any premises, shall upon conviction thereof, before the Mayor, or other court of competent jurisdiction, be punished as hereinafter provided, and any consumer who shall habitually permit others, not members of his family, to use water from his, her or their pipe, without permit from the Commissioner of Water Works, and also anyone who shall thus obtain water, shall be punished as hereinafter provided.

Section 35. Street washers and curb cocks must be placed within the limits of the sidewalk and within six inches of the curb-stone, in paved streets, and at the same relative point in unpaved streets. Each curb-cock must be covered with a cast iron curb box with the top marked "Water." The top of such curb boxes shall be brought to an even level with the surrounding sidewalk, in paved streets, or shall be at least six inches above the ground in unpaved streets or localities. In no case shall the curb box be covered with the sidewalk, or in any other way hidden from plain view.

Section 36. All public drinking fountains and watering troughs shall be used for these purposes only. Any person found guilty of using water for any other purpose, except to aid in the extinguishment of fire, shall be punished as hereinafter provided.

Section 37. No addition or alteration whatever of any tap, pipe, water cock, or other fixtures of any kind pertaining to the waterworks system, shall be made, except through a duly licensed plumber and under permission regularly obtained from the Commissioner of Water Works.

Section 38. In case where water has been turned off for non-payment of water rent, or for any other reason, the Commissioner of Water Works may cause the faucet to be sealed or removed. If at any time the water is found on without proper authority, the person using it shall be held responsible and pay for the water from the time it was turned off.

Section 39. If any person shall refuse or neglect to pay the water rent when due, or permit any waste or use of water not authorized by the Ordinances, By-Laws, Rules and Regulations as herein specified and set forth, or which may hereafter be made and adopted by the Council, the water shall be turned off, and not turned on again until all back rents and damages

shall be paid, and the further sum of one dollar for turning off and on the water.

Section 40. All water takers and users shall keep their own service pipes and apparatus (including also the service pipe between the main and curb stone) in good repair and protection from frost at their own expense, and shall prevent all unnecessary waste of water; and it is expressly stipulated by the Commissioner of Water Works, as well also by the Council of the City of Sistersville, by reason of the breaking of any service pipe, or service cock, or from damage arising from shutting off the water to repair the mains, or for other purposes, provided notice shall be given by the Commissioner of the intention to shut off the water, except in case of an emergency, and the application for or use of water by any consumer shall be held, deemed and taken, as full acquiescence on his, her, or its part as to the provision to this section and a waiver of all claim or demand for damages arising in manner and form aforesaid.

Section 41. In case where water has been turned off for non-payment of water rent, or for any other cause, or when in the opinion of the commissioner, turning off the water at the stop-cock is not a sufficient protection against further use of the water, he may cause the corporation cock to be removed from the main, and upon a reapplication for water, where the water has been turned off and the cock withdrawn, an additional charge of five dollars for reinserting will be made.

Section 42. In case of neglect or refusal to promptly repair any imperfection in service pipe, service stops, street washers, curb boxes, or other fixtures, the Commissioner may require the same to be done at the expense of the owner of such service, which expense shall be paid to the Commissioner before the water is turned on.

Section 43. Plumbers making repairs to hydrants or other fixtures attached to the Water Works, when water has been shut off by reason of such needed repairs, shall in no case leave stop open and water turned on until authorized by the Commissioner; and any violation of this section shall render such plumbers liable to be punished as hereinafter specified.

First—Permitting or allowing the water to be used for any other purpose than that named in the bill.

Second—Permitting leaks or allowing water to flow unnecessarily while washing pavements, watering streets, etc.

Third—Hitching horses to fire hydrants.

Any violation of the provisions of this section shall be punished as hereinafter provided.

Section 44. In all cases service pipes between the main pipe in the street and the curb cock shall be lead, and from the curb cock in, lead or galvanized pipe; and in no case shall black pipe be used in connection with the water system. All such pipes and material used must at all times be subject to the inspection and approval of the Commissioner. All corporation cocks, curb cocks and curb boxes, shall be purchased from the Water Works by the plumber.

Section 45. In all cases service pipes between the main pipe in the street, and attachment cocks or draws from which water is taken, must be lead pipe, unless above 1 1-2 inch inside diameter, in which case the Commissioner of Water Works will determine the character and size of pipe. All lead pipe so used shall be what is called extra strong pipe, and of the following standard weights.

½-inch bore, 2 lbs., 7 oz., per lineal foot.
¾-inch bore, 3 lb., 10 oz., per lineal foot.
1- inch bore, 4 lb., 12 oz., per lineal foot.
1¼-inch bore, 6 lbs., — oz., per lineal foot.
1½-inch bore, 7 lbs., 2 oz., per lineal foot.

All pipes and cocks shall be subject to inspection by Commissioner of Water Works, or his authorized agent, and if found defective in any respect, their introduction shall be prohibited. Any plumber using lead pipe for service pipes, in connection with the City Water Works, that is of lesser weight per lineal foot than specified in this section, shall be punished as hereinafter provided.

Section 46. Water closets, or vaults having connection with a sewer or pit, that are flushed or washed with city water from the waste pipe. of any hydrant, sink. or draw of any kind, or closets where city water is carried by hand to flush or wash the same, or closets in any other way flushed or washed with city water, or closets having waste pipe connections that require the use of city water to keep the same in a sanitary condition, will be charged for at the same rate as though they had regular water pipe connections.

Bath tubs or wash stands, having waste pipe connections, will be charged for at the same as though they had the regular water pipe connections.

Two or more families occupying the same house will be charged the same rate as though they lived in separate houses.

No deduction will be made from the rates on account of fixtures not being used. If they are not wanted, both the supply and waste pipe must be disconnected, and the same reported to the Commissioner of Water Works for inspection.

Section 47:—

Bath—Private dwelling, one family	$ 3.00
(Each additional tub)	1.00
Bath—Hotel, boarding house, rooming house	5.00
(Each additional tub)	3.00
Bath—Public use, (bath house)	10.00
Bath—Public use, (shower bath)	15.00
Bakery—(In addition to store charges)	8.00

Barber Shop—(First chair)	3.00
(Each additional chair)	1.50
No deduction for chairs not used, unless removed from the parlor.)	
Beer Pumps—(Saloon)	15.00
Bar Charge—(Saloon)	15.00
Bottle Washing Tub—(Saloon)	5.00
Billiard Saloon—(Each table)	2.00
Brick Work—(Per, M. Laid)	.07
Brick Yard	Special
Concrete—(Per Cubic Yard)	.04
Concrete Walks or Floors—(Per Square Yard)	.02
Cistern Filling	Special
Cellar Jets, or Pumps	10.00
Cows—(First Cow)	1.50
Cows—(Each Additional Cow)	1.00
Faucets—Private dwelling, 5 rooms or less, occupied by one family	3.00
Faucets—(Each additional faucet, private dwelling	3.00
Faucets—Public boarding house	5.00
Faucets—(Each additional faucet)	3.00
Faucets—In stores, banks, meat markets, machine shops, printing offices, halls and lodge rooms, club rooms, rooming houses, and all places of a like nature	4.00
Faucets—For public use, or any unusual service	Special
Forge—(First Fire)	2.50
Forges—(Each additional fire)	1.50
Fountains—(1-16" orifice)	5.00
Fountains—(Larger orifice)	Special
	Per Year
Garage—Private, one machine, including washing	$ 4.00
Garage—Public washing rack	20.00
Garage—All other purposes	Special
Gas Engines—With circulating tank, (24 hrs. run)	18.00
Gas Engines—With circulating tank, (12 hrs. run)	9.00
Gas Engines—Without circulating tank; (24 hrs. run)	36.00

Gas Engines—Without circulating tank, (12 hrs. run).. 18.00
Gas Engines—Less than 10, BHP.....Special
Gas Engines—Over 35, BHP.....Special
Ice Cream Parlor—Without soda fountain, one faucet 5.00
Ice Cream Parlor—Each additional faucet..... 3.00
Laundry—All labor done by hand, (Home Laundry).. 8.00
Laundry—Steam and machine.....Special

Office Buildings:—

Water Closet—For two or more tenants (charge public) 7.00
Water Closet—In private office, (for one tenant)..... 4.00
Wash Stand—For two or more tenants (charge public) 5.00
Wash Stand—In private office, (for one tenant)..... 3.00
Bath Tub—For two or more tenants..... 5.00
Bath Tub—In private office, (for one tenant)..... 3.00
Faucet—For cleaning and scrubbing purposes—100 square yards or less..... 3.00
Faucet—(Floor space) each additional 100 square yards, or less 1.00
Printing Offices—(See faucets, water closets, wash stands), all other charges.....Special
Plastering—Per 100 square yards..... .30
Photograph Gallery—Washing or finishing tub..... 8.00
Photograph Gallery—(Wash stands, water closets, same as stores), faucets for other uses.....Special
Restaurant—For kitchen use only..... 20.00

Wash stands, water closets, faucets, or other fixtures (extra.)

Saloons—Beer pumps, bar charges, bottle washing tubs (charged as listed), water closets, wash stands, urinals, or any other equipments (charged as public fixtures.)

Stables—(Private), one horse, including washing carriage 3.00
Stables—(Private), each additional horse..... 2.00
Stables—(Public), rack for washing carriage, or other vehicles 20.00

Stables—(Public), each horse (owned or boarded).... 2.00
Stables—(Public), all other equipments, or uses of any kind .....Special
Stone Work—Per perch..... .04
Steam Boilers .....Special
Soda Fountains 10.00
Per Season
Sprinkler—(Street to center) for each 50 feet, front or fraction thereof .....$ 1.00
Sprinkler—Lawn, 50 feet, front or less..... 3.00
Sprinkler—Lawn, over 50 feet.....Special
Sprinkler—Lawn, over 600 square yards, 1-2c per yard.
Sprinkler—Gardens and all other uses.....Special
Per Year
Steam, or water heaters for buildings..... 10.00
Theaters .....Special
Urinal—In private houses (self closing) each..... 3.00
Urinal—In stores, banks, machine shops, printing offices, halls, lodge and club rooms, rooming houses, office buildings, and all places of a like nature (self closing 4.00
Each additional one 3.00
Urinal—(Public), single, with self closing cock..... 5.00
Each additional one, with self closing cock.... 3.00
Urinal—(Public), single, with constant flowing cock (double the above rate.)
Urinal—Troughs, three feet long or less..... 12.00
Each additional foot 3.00
Wash Stand—Private dwelling, one family 3.00
Each additional stand, same family..... 2.00

Wash Stands, or Sinks—In stores, banks, meat markets, machine shops, printing offices, halls, lodge and club rooms, rooming houses, and all places of a like nature 4.00
Each additional stand 3.00

Wash Stands—(Public), saloons, boarding houses, restaurants, hotels, and all places of a like nature.. 5.00
Each additional stand in same room..... 4.00
Water Motor—Not over 16 in. outside diameter..... 20.00
Water Motor—Over 16 in. outside diameter, absolutely prohibited unless metered .....
Water Motor—All cylinder motors for elevators, or other uses .....Special

Per Year

Water Closets—Private dwelling, one family (self closing) .....$ 4.00
Each additional closet, same family (self closing) 2.00
Water Closets—In stores, banks, meat markets, machine shops, barber shops, printing offices, and all places of a like nature 4.00
Water Closets—In halls, lodge rooms, club rooms, boarding houses, rooming houses, restaurants, and all places of a like nature..... 5.00
Water Closets—(Public), hotels, saloons, railroad depots, or any closet located, or established for public use 7.00
Water Closets—Continuous flow 10.00
Water Closets—Not having the automatic flushing devices, shall be charged as provided in Section 46 of this Ordinance.

Section 48. Rates for metered or measured water, will be charged as follows:

Less than 500 gallons per day.....35c per M
500 to 1,000 gallons per day.....30c per M
1,000 to 1,500 gallons per day.....25c per M
1,500 to 2,000 gallons per day.....20c per M
2,000 to 3,000 gallons per day.....17c per M
3,000 to 5,000 gallons per day.....15c per M

5,000 to 10,000 gallons per day.....12c per M
10,000 to 20,000 gallons per day.....10c per M
Over 20,000 gallons per day.....08c per M

The above rates will be based on the daily average use of water for the full quarterly rental period.

All meters belonging to the Consumer, shall at all times be kept in good working order, if at any time the meter is found not in good working order, the Commissioner of Water Works, shall base the charges for water used, from the last reading of the meter, to a time that such meter is in good working order, as provided in Sec. 47 of the foregoing Ordinance.

Section 49. Any person or persons violating any of the provisions of Sections 12, 13, 15, 27, 32, 33, 34, 35, 36, 37, 43, 44 and 45 of the foregoing By-Laws, Rules and Regulations shall, upon conviction of such violation before the Mayor of the City of Sistersville, or any other court of competent jurisdiction, be fined not less than three nor more than one hundred dollars together with the costs of such prosecution, and shall be committed to the city jail until such fine and costs are paid for a period of time not to exceed thirty days, subject, however, to such right of appeal to the circuit court of Tyler County, West Virginia, as is provided by the laws of said state.

Section 50. No liability for damages shall attach to the city, its officers or employes, for a lack of water at any time in any pipe or in any locality, or in the city generally, whether such lack shall have resulted from the negligence on the part of the agents of the city or from any other cause. No water rent shall be refunded or rebate allowed on account of a failure in or a scarcity of supply, as the City charges only for what it may furnish for ordinaray purposes (not for fires) without any guarantee whatever as to the quality of the water, quantity or regularity of the supply.

Section 51. The City of Sistersville hereby peremptorily refuses to enter into any contract, express or implied, to furnish water for the extinguishment of fires, or to be obliged in any way to have on a supply of water at any fire plug or consumer's hydrant or any other outlet at the time of fire, or to be liable for such supply not being at any time, and no officer, agent or employe of the City shall at any time have authority to bind the city by his acts or sufferance to any such contracts, obligation or liability. The water rent charged by the City is in no sense a charge for protection from or for use of water in case of fire.

Section 52. All former Rates, By-Laws and Regulations, or parts thereof, in relation to the water works, water system, fire department, plumbers or otherwise, heretofore adopted and in conflict with the preceding Rules and Regulations are hereby annulled.

Section 53. The Council of the City of Sistersville reserves the right to at any time alter or amend any of the foregoing Rules and Regulations, or make such additional new ones as may be found essential to a more perfect protection of the public interest in the management of the water works and water system of said City, and to impose such additional restrictions or make any such changes in water rates as it may deem proper.

Section 54. The Commissioner of Water Works shall be ex-officio Superintendent of Streets and as such ex-officio officer shall exercise and perform all the duties of Superintendent of Streets as provided by the City Charter and By-Laws of said City, but without any extra or additional compensation whatever for performing said duties; said Council of said City, however, reserves the right at any time it may deem best, to appoint a Superintendent of Streets to serve for the period of one Municipal year or any fraction part of a Municipal year.

CHAPTER XXVII.

Paving Streets.

SEC.
1. Manner of paving.
2. How paid for.
3. When council shall order paving of streets.

Section 1. When any street or streets are paved in this city the same shall be done as follows: The roadway shall be paved with good vitrified brick, and shall be thirty feet in width from curb-stone to curb-stone, unless otherwise specified hereafter by a resolution of the Council. The sidewalk shall be ten feet in width, including the curb-stone, and the sidewalk shall be constructed of brick, concrete or stone dress and suitable therefor; the curb-stones shall be five inches in thickness and not less than twenty-four inches deep.

Section 2. The City shall set the curbing and furnish the same, and the owners of lots shall pay for the remainder of the sidewalk; and the City shall pay one-third of the expense of paving the roadway opposite any lot, and the respective owners of lots on each side of the street shall each pay one-third of the expense of paving the roadway opposite their said lots; the City shall pay for the paving of the inter-sections of the streets.

Section 3. Whenever three-fourths of the owners of lots owning three-fourths of the frontage along any street present their petition to the City Council requesting the said Council to order any street paved in accordance with the provisions of this ordinance and also agreeing to pay each the one-third of the cost per foot front opposite their respective lots, the Council shall proceed to have the said street paved, providing the said Council deems it necessary and advisable so to do. But the paving of any street or alley or sidewalk in said city shall be left to the discretion of the Council. And any work done upon any street, alley or sidewalk shall be done under the supervision of the Street Committee.

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF SISTERSVILLE, A MUNICIPAL CORPORATION CREATED BY AND EXISTING UNDER THE LAWS OF WEST VIRGINIA, TO PROVIDE A FORM FOR USE TO FILE FOR MUNICIPAL OFFICE, DETERMINING THE FILING FEE AND TIME TO FILE: AND SUBMITTING THE PROPOSED AMENDMENT TO THE VOTERS OF THE CITY.

Be it ordained by the common council of the City of Sistersville that:

(a) Section 11 of the charter of the city of Sistersville, being chapter 4 of the acts of the legislature of West Virginia, for the year 1899, as amended by chapter 24 of such acts for the year 1921, shall be amended so as to read as follows:

"Section 11. In all elections by the people the mode of voting shall be by ballot; but the voter shall be left free to vote by open, sealed or secret ballot as he may elect."

"Municipal elections under this charter amendment shall be conducted as follows: Any person eligible to office may become a candidate and have his name placed upon the ballot, upon his own motion, by filing with the city recorder a declaration of his candidacy and a certificate of his eligibility, duly acknowledged by him, within sixty days next preceding the day of the election. Said declaration and certificate shall be accompanied by an announcement fee as follows: If a candidate for mayor, the fee shall be twenty dollars; if a candidate for councilman, the fee shall be ten dollars; and, if a candidate for any other elective office, the fee shall be ten dollars; which fee shall be paid to the recorder, who shall pay the same over to the treasurer of the city. The names of all candidates for elective offices of the city shall appear on one ballot at the election held on the fourth Thursday in March, 1960, and all elections thereafter; such ballot having a column, for each office to be filled at that election, one for mayor; one for any other elective office; and, one for each ward within the city; and thereafter the ballot shall have a column for each office for the candidates to be elected at said election, and said ballot shall be without party emblem or designation. The whole number of ballots to be printed for the election of mayor, one for any other elective office and councilmen, shall be divided by the greatest number of candidates for any one office and the quotient so obtained shall be the number of ballots in each series of ballots to be printed."

"The form of the declaration of candidacy and certificate of eligibility of candidates shall be substantially as follows:

I, _____, hereby certify that I am a candidate for the office of _____ and desire my name printed on the official ballot to be voted for at the city election to be held on the _____ day of _____, 19_____; that I am a qualified voter of the city

of Sistersville, county of Tyler, State of West Virginia; that I reside in ward No. _____, in said city; and that my residence number is _____ in said city; that I am eligible to hold the said office; and that I am a candidate for said office in good faith.

_____
Signature of candidate.

Subscribed to and acknowledged before the undersigned authority by _____ this _____ day of _____, 19_____.

_____
Mayor, recorder or notary public."

"The names of candidates shall be arranged in alphabetical order in each column, and the first series of ballots printed. The first name in the column shall be placed last therein and the next series of ballots printed and this process shall be repeated until each name in each column shall have been first. These ballots shall then be combined into tablets in the order of the series with no two of the same series together."

"The ballot to be used for the election of officers shall be in the form as follows:

Mayor	Any other elective office but named specifically.	Councilman, First Ward.	Councilman, Second Ward.	Councilmen Third Ward	Councilman Fourth Ward.

Vote for only one candidate in each column by putting a cross mark in the square opposite the name of the candidate for whom you desire to vote. Do not mark more than one candidate in each column. If you spoil this ballot, tear it across and hand to the election officer in charge and he will give you another."

"A valid ballot shall be one on which the voter has clearly expressed his choice of one or more candidates. If a voter express the same choice for more than one candidate in any column his vote, as to that column, shall be void."

"The candidate in each column receiving the highest number of votes cast for the office for which he is a candidate, indicated by such column, shall be declared elected. During the counting of the votes all ballots or votes not counted shall be marked by the election commissioners of each precinct with the words "not counted" written upon the ballot or opposite the vote not counted, together with a statement with the reasons for not counting, and the total number of invalid ballots marked thus and not counted shall be ascertained by them at the conclusion of the counting, and be shown upon the precinct return certificate and subtracted from the total number of ballots taken from the ballot box."

"At least eight weeks before any city election the mayor shall issue his proclamation calling the same, which shall be published in one or more newspapers published in said city for one week. At least fifteen days before the day of an election the city council shall prepare the ballots for such election, and shall select three commissioners and two poll clerks for each voting place, and may provide for a counting board for each voting place. The commissioners and poll clerks shall be qualified voters of the city and have such other qualifications as provided by general laws of the state for such officers at state, county, and district elections. The council shall, by ordinance, provide such additional regulations in conformity with the provisions of this act and the general law of the state as are necessary for the proper conduct of elections. Elections under this act shall be conducted, returned and the results thereof ascertained and declared in the manner prescribed by the constitution and laws of the state, insofar as said laws are not inconsistent with this act, and all penalties prescribed by said laws of the state insofar as consistent, shall be applicable unto this act."

"The duties required by the clerk of the circuit and county courts under the election laws of West Virginia, shall be performed by the recorder of said city. The duties required of commissioners of the county court under the provisions of said laws shall be performed by the council of said city. The duties required of the sheriff under the provisions of said laws shall be performed by the chief of police of said city, and the duties required of any constable under the provisions of said laws shall be performed by any member of the police force, or member of the council, of said city. Whenever the word "county" appears in said laws, the same shall be taken to refer to the city of Bluefield, and whenever the words "election precinct" appears in said laws, the same shall be taken to refer to the election precinct or precincts for the municipal election, and whenever the word "court house" shall appear in said laws as designating the place of meeting of election

All ordinances and parts of ordinances insofar as in conflict with this ordinance are hereby repealed.

(b) This section, as it appears in the city's present charter, reads as follows:

"Section 11. In all elections by the people the mode of voting shall be by ballot; but the voter shall be left free to vote by open, sealed or secret ballot as he may elect."

"The elections in said city shall be held and conducted and the result thereof certified, returned and finally determined under and in conformity with the provisions of chapter three of the code of West Virginia, and the acts of the legislature amendatory thereof."

"The corporate authorities of said city shall perform the duties in relation to such elections required of county courts and officers by said chapter three of the code of West Virginia, and the acts of the legislature amendatory thereof, and which said chapter three of the code of West Virginia and acts amendatory thereof shall govern such elections and be applicable thereto; and the penalty therein prescribed for offenders relating to elections shall be re-enforced against such offenders at such corporate elections; and said act shall have the same force and effect as if it were specially applicable to such corporate elections."

(c) The question upon the adoption of the proposed amendment shall be submitted to the voters of the City at a special municipal election to be held at the established voting places in the City on the 4th day of November, 1958.

(d) The submission shall be by separate, special ballot without party designation, on which shall be printed the proposed amendment, being subdivision (d) hereof, which shall be printed:

"Proposed election amendment to the charter of The City of Sistersville submitted by the Council of the City to the voters of the City for their adoption or rejection:"

"Shall the proposed election amendment be adopted?

" ___ For adoption of the proposed amendment.

" ___ Against adoption of the proposed amendment."

[illegible] special ballot shall be otherwise prepared, the

ascertained, declared, and certified as provided by law.

(f) Notice of the election upon the submission of the proposed amendment shall be given by publishing a copy of this ordinance (with the prefix, "Notice of Charter Amendment Election in The City of Sistersville, West Virginia, on November 4, 1958.") in the Tyler Star-News and Tyler County Journal, which are newspapers of general circulation, and are the only newspapers published in the City, in their editions of August 29 and September 5 and 12, 1958; and by posting copies of this ordinance (with like prefix) in ten or more public places in the City not less than thirty days prior to November 4, 1958. The City Clerk shall cause such publication and posting to be made.

First reading: August 11, 1958

Second reading: August 19, 1958

A A Burke, Clerk.

AN ORDINANCE PROPOSING AN AMENDMENT TO THE CHARTER OF THE CITY OF SISTERSVILLE, A MUNICIPAL CORPORATION CREATED BY AND EXISTING UNDER THE LAWS OF WEST VIRGINIA, TO COMBINE THE OFFICES OF CITY CLERK AND CITY COLLECTOR AND TREASURER, TO CHANGE THE TERM OF THE COMBINED OFFICE AND TO MAKE THE INCUMBENT APPOINTIVE INSTEAD OF ELECTIVE: AND SUBMITTING THE PROPOSED AMENDMENT TO THE VOTERS OF THE CITY.

Be it ordained by the common council of the city of Sistersville that:

(a) Sections 7, 8 and 18 of the charter of the city of Sistersville, being chapter 4 of the acts of the legislature of West Virginia, for the year 1899, as amended by chapter 24 of such acts for the year 1921, shall be amended so as to read as follows:

"Section 7. There shall be a chief of police, city attorney, superintendent of streets, commissioner of water works, city physician, city clerk and treasurer, and city surveyor.
The city attorney, city physician, city surveyor, and city clerk and treasurer shall be appointed by the common council, to hold their respective offices for the term of one year from the first Monday in April of each year, beginning in nineteen hundred and sixty, and until their respective successors shall be appointed and qualified. The city clerk and treasurer shall perform the duties and have the authority provided in this charter to be performed and had by the city collector and treasurer and by the city clerk."

"Section 8. On the fourth Thursday in March, one thousand nine hundred and twenty-two, and on said day of each succeeding second year thereafter, there shall be elected by the qualified voters of said city a mayor, who shall hold his office for two years and until his successor shall be elected and qualified."

"Section 18. The mayor shall enter upon the duties of his office on the first Monday of April, one thousand nine hundred and twenty-two, and on said day of every second year thereafter, as soon as he is qualified, and shall continue therein for a term of two years, or until his successor is elected, or appointed, and qualified."

(b) These sections, as they appear in the City's present charter, read as follows:

"Section 7. There shall be a chief of police, city attorney, superintendent of streets, commissioner of water works, city physician, city collector and treasurer, city surveyor, and city clerk, of said city; who at the time of their election or appointment shall be entitled to vote for the

members of its common council. The city attorney, city physician and city surveyor, shall be appointed by the common council, to hold their respective offices for the term of one year from the first Monday in April, or until their successors shall have been appointed and qualified."

"Section 8. On the fourth Thursday in March, one thousand nine hundred and twenty-two, and on said day of each succeeding second year thereafter, there shall be elected by the qualified voters of said city a mayor, city collector and treasurer, and city clerk, who shall hold their respective offices for two years and until their successors shall be elected and qualified."

"Section 18. The mayor, city collector and treasurer, and city clerk shall enter upon the duties of their respective offices on the first Monday of April, one thousand nine hundred and twenty-two, and on said day of every second year thereafter, as soon as they are qualified, and shall continue therein for a term of two years, or until their successors are elected or appointed and qualified."

(c) The question upon the adoption of the proposed amendment shall be submitted to the voters of the City at a special municipal election to be held at the established voting places in the City on the 4th day of November, 1958.

(d) The submission shall be by separate, special ballot without party designation, on which shall be printed the proposed amendment, being subdivision (a) hereof, above which shall be printed:

"Proposed clerk and treasurer amendment to the charter of The City of Sistersville submitted by the Council of the City to the voters of the City for their adoption or rejection:"

"Shall the proposed clerk and treasurer amendment be adopted?

" / / For adoption of the proposed amendment.

" / / Against adoption of the proposed amendment."

(e) The separate, special ballot shall be otherwise prepared, the election upon the proposed amendment held, and the result thereof canvassed, ascertained, declared, and certified as provided by law.

(f) Notice of the election upon the submission of the proposed amendment shall be given by publishing a copy of this ordinance (with the prefix, "Notice of Charter Amendment Election in The City of Sistersville, West Virginia, on November 4, 1958.") in the Tyler Star-News and Tyler County Journal, which are newspapers of general circulation, and are the only news-

papers published in the City, in their editions of August 29 and September 5 and 12, 1958; and by posting copies of this ordinance (with like prefix) in ten or more public places in the City not less than thirty days prior to November 4, 1958. The City Clerk shall cause such publication and posting to be made.

First reading: August 19, 1958.

Second reading: September 8, 1958.

A D Buck, Clerk

COUNCIL MEETING RESOLUTION

Introduced by: Adopted by Council:

Wayne Victor E. Ford 3-2-88

"Resolution establishing rules by which the time and place of all regularly scheduled meetings and the time, place and purpose of all special meetings are to be made available, in advance, to the public and news media and providing when this Resolution and such rules shall take effect."

Be It Resolved and Ordered by the Council of the City of Sistersville, West Virginia:

Section 1. Statutory Mandate for These Rules. The rules established in and by this Resolution are mandated by and promulgated pursuant to Chapter 6, Article 9A, of the Code of West Virginia, 1931, as amended (herein called the "Act"), and other applicable provisions of law.

Section 2. Findings and Determinations. It is hereby found, determined and declared as follows:

(A) Section 3 of the Act requires each governing body, as defined in the Act, to promulgate rules by which the time and place of all regularly scheduled meetings and the time, place and purpose of all special meetings are made available, in advance, to the public and news media.

(B) The Council of the City of Sistersville, West Virginia (herein called the "Council"), is a governing body within the meaning of the Act.

(C) Accordingly, it is hereby ordered that the rules set out in Section 3 hereof be promulgated and established as Rules of Procedure of the Council.

Section 3. Rules. The following are hereby promulgated and established as Rules of Procedure of the Council:

Rule No. 1. Notice of Regularly Scheduled Meetings. Immediately after adoption of this Resolution and in July of each year thereafter, the Council shall instruct the Clerk to, and the Clerk shall, post, and leave posted throughout the year to which it applies, at the place in the City Hall where notices customarily are posted a notice setting forth the times and places of the Council's regularly scheduled meetings for the

ensuing year. Such notice shall be of size and style sufficient to give notice and shall be of quality sufficient to withstand deterioration throughout the year to which it applies. Additional copies of the notice shall be delivered to the Clerk.

Also immediately after adoption of this Resolution and in July of each year thereafter, the Council shall instruct the Clerk to, and the Clerk shall, distribute to each of the newspapers, television stations, radio stations and other news media listed below a notice identical to that posted.

WRRR-FM
Box 374
St. Marys, West Virginia 26170

Tyler Star News
P.O. Box 191
Sistersville, West Virginia 26175

Tyler County Journal
P. O. Box 191
Sistersville, West Virginia 26175

Wetzel Chronical
P. O. Box 191
Sistersville, West Virginia 26175

A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed above, or at such other address as the news medium has in writing requested to be used, marked or stamped with first class postage and deposited in the United States mail. In June of each year after the adoption of this Resolution, the Council shall review the above list and shall amend such list as needed, in the opinion of the Council, to reflect properly all the newspapers, television stations, radio stations and other news media that customarily cover news of the City.

In the event of any modification and the time of a regularly scheduled meeting of the Council, notice of such modification shall be given to the public and news media by posting at the place and distributing to the news media in the manner set forth above, not less than three (3) days prior to the date of such regularly scheduled meeting, or, if such regularly scheduled meeting has been rescheduled for an earlier time, prior to the date of such rescheduled meeting, a notice setting forth such modification in the time or place of such regularly scheduled meeting. A copy of such notice shall be attached to and made a part of the minutes of the meeting for which notice is given.

Notwithstanding the foregoing provisions, notice of the recess or adjournment of a regularly scheduled meeting and

of the time and place for the continuation or reconvening thereof publicly given during such regularly rescheduled meeting shall be adequate notice to the public and news media of the time and place thereof.

Provided, failure of the Clerk to comply exactly with the posting and distribution requirements hereof, shall not invalidate the actions taken at the meeting for which such notice was posted and distributed if the Council shall determine that such posting and distribution were in substantial compliance herewith.

Rule No. 2. Notice of Special Meeting. Not less than three (3) but not more than eight (8) days prior to the date set for any special meeting of the Council, the Council shall instruct the Clerk to, and the Clerk shall, post on the door of the City Hall and at such other place, if any, in City Hall where notices are customarily posted a notice setting forth the time, place and purpose or purposes of such special meeting and the Clerk shall post the notice at the public library. Business at such special meetings shall be limited to the purpose or purposes specified in said notice.

As soon as practical after the posting of said notice, but not less than three (3) days prior to the date set for such special meeting, the Clerk shall distribute to each of the newspapers, television stations, radio stations and other news media listed in Rule No. 1 hereof a notice identical to that posted. Amendments made to such list, as provided for in said Rule No. 1, shall be incorporated by reference in this Rule No. 2. A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed in said Rule No. 1, or at such other address as the news medium has in writing requested be used, marked or stamped with first class postage and deposited in the United States mail.

A copy of such notice posted and distributed pursuant to this Rule No. 2 shall be attached to and made a part of the minutes of the meeting for which such notice was given.

Notwithstanding the foregoing provisions, notice of the recess or adjournment of any special meeting and of the time and place for the continuation or reconvening thereof publicly given during such special meeting shall be adequate notice to the public and news media of the time and place thereof, the purpose or purposes therefor remaining the same.

Provided, failure of the Clerk to comply exactly with the posting and distribution requirements hereof shall not invalidate the actions taken at the meeting for which such notice was posted and distributed if the Council shall determine that such posting and distribution were in substantial compliance herewith.

Rule No. 3. Emergency Meeting. A meeting of the Council may be held without the notice to the public and news media required by Rule No. 1 and Rule No. 2 hereof only in the event of an emergency requiring immediate official action. The existence of such an emergency requiring immediate official action shall be determined by the Council and shall be attested to in a certificate by the Mayor describing such emergency and setting forth the reason or reasons immediate official action is required, which certificate shall be attached to and made a part of the minutes of such emergency meeting.

Section 4. Conflicting Provisions Repealed. All resolutions, orders and rules, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflicts, hereby repealed.

Section 5. Effective Time. This Resolution and the rules promulgated hereby shall take effect immediately upon the adoption hereof.

1385M

MAYOR'S OATH OF OFFICE

STATE OF WEST VIRGINIA, COUNTY OF TYLER, to-wit:

William L. Gilligan who, at an election held therein on the 24th day of Mar, 19 88, was chosen as mayor of the city of Sistersville, a West Virginia municipal corporation, for the term of two years from the 4th day in April, 19 88, and until my successor should be elected and qualify, being duly sworn, makes oath that ___ will support the Constitution of the United States and the Constitution of West Virginia, and that I will faithfully, truly and impartially discharge the duties of my said office to the best of my skill, judgment and ability, so long as I shall continue therein.

William L. Gilligan
Mayor.

Subscribed and sworn to before me this 4th day of Apr, 1988.

Patricia A. Soliday
City clerk of the said city of Sistersville.

Filed in my office April 4, 1988.

Patricia A. Soliday
City clerk as aforesaid.

CLERK'S OATH OF OFFICE

STATE OF WEST VIRGINIA,

COUNTY OF TYLER, to-wit:

Patricia O. Soliday, who, at a meeting of the council of the city of Sistersville, a West Virginia municipal corporation, held on the 11th day of April, 1989, was appointed to be clerk and treasurer of said city through the first Monday in April, 1990, and until her successor should be appointed and qualified, being duly sworn, makes oath that she will support the constitution of the United States and the constitution of West Virginia, and that she will faithfully, truly and impartially discharge the duties of her said office to the best of her skill, judgment and ability, so long as she shall continue therein.

Patricia O Soliday

Sbuscribed and sworn to before me this 10th day of April, 1989.

Mayor of the City of Sistersville

Filed in my office - April 10th, 1989

Patricia O Soliday
City Clerk of said city of Sistersville

COUNCILMAN'S OATH OF OFFICE

STATE OF WEST VIRGINIA, COUNTY OF TYLER, to-wit:

Barbara Schaff who, is appointed by common council resolution to serve the expired term of Richard Lehew and until her successor should be elected and qualify, being duly sworn, makes oath that she will support the Constitution of the United States and the Constitution of West Virginia, and that she will faithfully, truly and impartially discharge the duties of her office to the best of her skill, judgment and ability, so long as she shall continue therein.

Barbara Schaff

Barbara Schaff

Subscribed and sworn to before me this 14th day of August, 1989.

William L. Gilligan, Mayor

William L. Gilligan, Mayor
of the city of Sistersville

Filed in my office August 14, 1989

Patricia O Soliday

Patricia Soliday, City Clerk,
of the city of Sistersville

COUNCILMAN'S OATH OF OFFICE

STATE OF WEST VIRGINIA, COUNTY OF TYLER, to-wit:

Harold Pancake, who, is appointed by common council resolution to serve the unexpired term of William Kehrer and until his successor should be elected and qualify, being duly sworn, makes oath that he will support the Constitution of the United States and the Constitution of West Virginia, and that he will faithfully, truly and impartially discharge the duties of his said office to the best of his skill, judgment and ability, so long as he shall continue therein.

Harold Pancake

Harold Pancake

Subscribed and sworn to before me this 10 day of August, 1988.

William L. Gilligan

William L. Gilligan, Mayor
of the city of Sistersville

Filed in my office 8-10-88.

Patricia Soliday

Patricia Soliday, City Clerk,
of the city of Sistersville

COUNCILMAN'S OATH OF OFFICE

STATE OF WEST VIRGINIA, COUNTY OF TYLER, to-wit:

Jack H. Bowen who, at an election held therein on the 24th day of March 1988 was chosen as member of council from the fourth ward of the city of Sistersville, a West Virginia municipal corporation, for the term of four years from the April 1 in 88, 19__, and until My successors should be elected and qualify, being duly sworn, makes oath that I will support the constitution of the United States and the constitution of West Virginia, and that I will faithfully, truly and impartially discharge the duties of my said office to the best of my skill, judgment and ability, so long as I shall continue therein.

[signature]
Mayor of Council.

Subscribed and sworn to before me this 11th day of April, 1988

Patricia O. Soliday
City clerk of the said City of Sistersville.

Filed in my office April 11, 1988.

Patricia O. Soliday
City clerk as aforesaid.

COUNCILMAN'S OATH OF OFFICE

STATE OF WEST VIRGINIA, COUNTY OF TYLER, to-wit:

Joseph L. Miller who, at an election held therein on the 24th Day of March, 1988, was chosen as member of council from the third ward of the city of Sistersville, a West Virginia municipal corporation, for the term of four years from the 11th Day in April, 1988, and until my successors should be elected and qualify, being duly sworn, makes oath that I will support the constitution of the United States and the constitution of West Virginia, and that I will faithfully, truly and impartially discharge the duties of my said office to the best of my skill, judgment and ability, so long as I shall continue therein.

Mayor of Council.

Subscribed and sworn to before me this 11th day of April, 1988.

City clerk of the said City of Sistersville.

Filed in my office April 11, 1988.

City clerk as aforesaid.

COUNCILMAN'S OATH OF OFFICE

STATE OF WEST VIRGINIA, COUNTY OF TYLER, to-wit:

Robert C. Hicks who, at an election held therein on the 24th day of March, 1988, was chosen as member of council from the second ward of the city of Sistersville, a West Virginia municipal corporation, for the term of four years from the 1st day in April, 1988, and until his successors should be elected and qualify, being duly sworn, makes oath that he will support the constitution of the United States and the constitution of West Virginia, and that he will faithfully, truly and impartially discharge the duties of his said office to the best of his skill, judgment and ability, so long as he shall continue therein.

Alice R. Ewing
Mayor of Council.

Subscribed and sworn to before me this 11th day of April, 1988.

Patricia A. Saladay
City clerk of the said City of Sistersville.

Filed in my office April 11, 1988.

Patricia A. Saladay
City clerk as aforesaid.

COUNCILMAN'S OATH OF OFFICE

STATE OF WEST VIRGINIA, COUNTY OF TYLER, to-wit:

HENRY BELL who, at an election held therein on the 24 March of Day, 1988, was chosen as member of council from the first ward of the city of Sistersville, a West Virginia municipal corporation, for the term of four years from the 11th Day in April, 1988, and until my successors should be elected and qualify, being duly sworn, makes oath that I will support the constitution of the United States and the constitution of West Virginia, and that I will faithfully, truly and impartially discharge the duties of my said office to the best of my skill, judgment and ability, so long as I shall continue therein.

Steve L. Thing
Mayor of Council.

Subscribed and sworn to before me this 11 day of April, 1988.

Patricia A. Soliday
City clerk of the said City of Sistersville.

Filed in my office April 11, 1988.

Patricia A. Soliday
City clerk as aforesaid.

COUNCILMAN'S OATH OF OFFICE

STATE OF WEST VIRGINIA, COUNTY OF TYLER, to-wit:

Gerald L. Hopkins who, at an election held therein on the fourth Thursday of March, 1986, was chosen as member of council from the second ward of the city of Sistersville, a West Virginia municipal corporation, for the term of four years from the first Monday in April, 1986, and until his successors should be elected and qualify, being duly sworn, makes oath that he will support the constitution of the United States and the constitution of West Virginia, and that he will faithfully, truly and impartially discharge the duties of his said office to the best of his skill, judgment and ability, so long as he shall continue therein.

Peter E. Lock
Mayor of Council.

Subscribed and sworn to before me this 14th day of April, 1986.

Patricia A. Selcday
City clerk of the said City of Sistersville.

Filed in my office at city hall.

Patricia A. Selcday
City clerk as aforesaid.

COUNCILMAN'S OATH OF OFFICE

STATE OF WEST VIRGINIA, COUNTY OF TYLER, to-wit:

Robert Kehrer who, at an election held therein on the fourth Thursday of March, 1986, was chosen as member of council from the fourth ward of the city of Sistersville, a West Virginia municipal corporation, for the term of four years from the first Monday in April, 1986, and until his successors should be elected and qualify, being duly sworn, makes oath that he will support the constitution of the United States and the constitution of West Virginia, and that he will faithfully, truly and impartially discharge the duties of his said office to the best of his skill, judgment and ability, so long as he shall continue therein.

Hester E Leach
Mayor of Council.

Subscribed and sworn to before me this 14th day of April, 1986.

Patricia O Soliday
City clerk of the said City of Sistersville.

Filed in my office at city hall.

Patricia O Soliday
City clerk as aforesaid.

THE CITY OF SISTERSVILLE

SISTERSVILLE, WEST VIRGINIA 26175

SANITARY BOARD

OATH OF OFFICE

I, Steve L. King, being sworn do swear to perform any duties as specified by the laws of this state and the rules and regulations of the City of Sistersville and this board to the best of my ability so help me God.

April 21, 1988

Steve L. King

THE CITY OF SISTERSVILLE

SISTERSVILLE, WEST VIRGINIA 26175

SANITARY BOARD

OATH OF OFFICE

I, WILLIAM K. FINCH, being sworn do swear to perform any duties or specified by the laws of this state and the rules and regulations of the City of Sistersville and this board to the best of my ability so help me God.

March 14, 1988

William K. Finch

THE CITY OF SISTERSVILLE

SISTERSVILLE, WEST VIRGINIA 26175

SANITARY BOARD

OATH OF OFFICE

I, Charles Lee Warner, being sworn do swear to perform any duties or specified by the laws of this state and the rules and regulations of the City of Sistersville and this board to the best of my ability so help me God.

March 14, 1988

Charles Lee Warner

ORDINANCE PLACING THE CUSTODY, ADMINISTRATION, OPERATION AND MAINTENANCE OF THE SEWERAGE SYSTEM OF THE CITY OF SISTERSVILLE, WEST VIRGINIA, UNDER THE SUPERVISION AND CONTROL OF A SANITARY BOARD; CREATING SUCH SANITARY BOARD OF SAID CITY; PROVIDING FOR THE TERMS OF OFFICE OF AND COMPENSATION FOR THE MEMBERS OF SUCH SANITARY BOARD; AND MAKING OTHER PROVISIONS WITH REGARD TO SUCH SANITARY BOARD.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SISTERSVILLE, WEST VIRGINIA AS FOLLOWS:

ARTICLE I

Statutory Authority and Findings

Section 1.01. Authority of this Ordinance. This Ordinance is enacted pursuant to the provisions of Article 13 of Chapter 16 of the Code of West Virginia, 1931, as amended (the "Act"), particularly Section 18 thereof, and other applicable provisions of law.

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

(A) The City of Sistersville, West Virginia (the "City"), contemplates the construction and acquisition of certain improvements, extensions, betterments and additions (the "Project") to its municipal sewerage system (the existing collection lines together with the Project and any further extensions, improvements, betterments and addition thereto, the "System") and the permanent financing of such construction and acquisition not otherwise provided by the issuance of sewerage system revenue bonds pursuant to the Act.

(B) In accordance with Section 18 of the Act, the Council of the City must provide by ordinance that the custody, administration, operation and maintenance of the System shall be under the supervision and control of a sanitary board.

(C) It is necessary and desirable for health, welfare and safety of the inhabitants of the City that the System be constructed and acquired pursuant to the provisions of the Act and, accordingly, that a sanitary board be created, appointed and given supervision and control of the System.

ARTICLE II

SANITARY BOARD

Section 2.01. System under Control and Supervision of Sanitary Board. The custody, administration, operation and

maintenance of the System, including any further extensions, betterments or improvements to the System that may hereafter be acquired, shall be, and are hereby, placed under the supervision and control of the sanitary board created pursuant to Section 2.02 hereof. Said sanitary board shall have all the power and authority properly vested in it in accordance with the Act.

Section 2.02. Creation and Membership of Sanitary Board. There is hereby created a sanitary board of the City (the "Sanitary Board"), composed of the mayor of the of the City and two persons appointed by the Council of the City, one of whom, during the period of construction of the Project or any extensions, betterments or improvements to the System must be a registered professional engineer. The engineer member of the Sanitary Board need not be a resident of the City. After any such construction has been completed, the engineer member may be succeeded by a person not an engineer. No officer or employee of the City, whether holding a paid or unpaid office, shall be eligible to appointment on the Sanitary Board until at least one year after the expiration of his or her term of public office.

Section 2.03. Terms of Office. The term of office of an appointed Sanitary Board member shall be three years; provided, however, the original appointees shall be appointed for terms of two and three years, respectively.

Section 2.04. Vacancy in Office. Any vacancy in the office of an appointed Sanitary Board member shall be filled for the unexpired term in the same manner as the original appointment.

Section 2.05. Organization of Sanitary Board. The mayor of the City shall act as chairman of the Sanitary Board. The Sanitary Board shall elect a vice-chairman from its members and shall designate a secretary and treasurer, who need not be members of the Sanitary Board; provided, however, the secretary and treasurer may be one and the same person. The vice-chairman, secretary and treasurer shall hold office as such at the will of the Sanitary Board. The Sanitary Board shall have power to establish bylaws, rules and regulations for this own government.

Section 2.06. Compensation of Sanitary Board Members and Officers.

(A) The members of the Sanitary Board shall receive as compensation for their services $ -0- for each meeting of the Sanitary Board attended; provided, however, no member shall be compensated for any meeting that he or she does not attend; and provided, further, no member shall be compensated, exclusive of expenses as provided below, in excess of $ -0- per year. In addition to the compensation provided in the preceding

sentence, the members of the Sanitary Board shall be entitled to payment for their reasonable expenses incurred in the performance of their respective duties.

(B) The secretary and the treasurer of the Sanitary Board shall receive no compensation for his or her respective services; provided that the secretary and treasurer or the secretary-treasurer, as th case may be, shall be entitled to payment for their or his or her reasonable expenses incurred in the performance of their respective or his or her duties.

(C) All compensation and reimbursement of expenses referred to in this section shall be paid solely from funds provided under the authority of the Act.

Section 2.07. Bonds. No bond shall be required for the members of the Sanitary Board; provided, however, that any withdrawal, disbursement, transfer or exchange of or any other transaction involving funds or other property of, or under the supervision and control of, the Sanitary Board shall require the signature at least of the treasurer of the Sanitary Board. Said treasurer of the Sanitary Board shall be bonded in the amount of $50,000 throughout his or her term as treasurer.

ARTICLE III

MISCELLANEOUS

Section 3.01. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance.

Section 3.02. Repeal of Conflicting Ordinances. All ordinances, resolutions and orders, or parts thereof, in conflict with this Ordinance are to the extend of such conflict repealed.

Section 3.03. Effective Date. This Ordinance shall take effect immediately upon passage.

First Reading: Nov 9, 1987

Second Reading and Passage: Mar 7, 1988

THE CITY OF SISTERSVILLE, WEST VIRGINIA

Lester E. Veach
Mayor

(SEAL)

Patricia O. Soliday
CITY CLERK

AN ORDINANCE AUTHORIZING THE SEVERANCE OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF SISTERSVILLE, WEST VIRGINIA AND CREATING A SEPARATE WATERWORKS SYSTEM AND A SEPARATE SEWERAGE SYSTEM BOTH OF THE CITY OF SISTERSVILLE, WEST VIRGINIA.

WHEREAS, the Council (the "Council") of the City of Sistersville, West Virginia (the "City") passed on October 24, 1957, an ordinance (the "1957 Ordinance") consolidating and combining the municipally-owned and operated waterworks and sewage system of the City;

WHEREAS, since the enactment of the 1957 Ordinance the City has operated a combined waterworks and sewerage system under the provisions of Chapter 8, Article 20 of the Code of West Virginia, 1931 as amended (the "Combined Act");

WHEREAS, the City issued, under the provisions of the Combined Act, $189,000 in Water and Sewer Revenue Bonds, dated January 1, 1958 (the "1958 Bonds") and $210,000 of the City's Water and Sewer Revenue Bonds, Series 1961 (the "1961 Bonds");

WHEREAS, the City has paid in full all outstanding 1958 Bonds and 1961 Bonds;

WHEREAS, the City now desires to sever the combined waterworks and sewerage system;

WHEREAS, Section 1b of the Combined Act requires that a combined waterworks and sewerage system be separated by ordinance; and

WHEREAS, the Council has determined that it is in the best interests of the citizens of the City to pass an ordinance

to separate the combined waterworks and sewerage system and to create a separate waterworks system and a separate sewerage system.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SISTERSVILLE, WEST VIRGINIA, AS FOLLOWS:

1. It is hereby found and determined that the 1958 Bonds and the 1961 Bonds were paid on August 18, 1987 and no longer have any liens on the revenues of the combined waterworks and sewerage system.

2. That the combined waterworks and sewerage system established pursuant to Chapter 8, Article 20 of the Code of West Virginia 1931, as amended be and is hereby severed.

3. That there is hereby created a waterworks system of the City of Sistersville, West Virginia and said waterworks system shall be operated pursuant to Chapter 8, Article 19 of the Code of West Virginia, 1931, as amended.

4. There is hereby created the sewerage system of the City of Sistersville, West Virginia and said sewerage system shall be operated pursuant to Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended.

5. This ordinance shall take effect immediately upon passage.

First reading: Nov 9, 1987

Second reading and passage: Mar 7, 1988

THE CITY OF SISTERSVILLE, WEST VIRGINIA

Lester E. Leach
Mayor

[SEAL]

Patricia O. Soliday
CITY CLERK

PETITION OF THE SANITARY BOARD
OF
THE CITY OF SISTERSVILLE, WEST VIRGINIA

TO THE COUNCIL OF THE CITY OF SISTERSVILLE, WEST VIRGINIA

Pursuant to the provisions of Section 5 of Chapter 16, Article 13, of the Code of West Virginia, 1931, as amended (the "Act"), the Sanitary Board (the "Sanitary Board") of The City of Sistersville, West Virginia (the "City"), which was established pursuant to an ordinance passed by the Council of the City (the "Council") on March 7, 1988 hereby petitions the Council to enact an ordinance, in substantially the form attached as Exhibit A hereto and incorporated herein by reference, which shall:

(a) Set forth a brief and general description of the extensions, improvements and betterments to the existing sewer system of the City, consisting primarily of designing and constructing a 0.29 MGD oxidation ditch and appurtenances (the "Project") all in accordance with the plans and specifications prepared and filed by S & S Engineers, Incorporated, the engineers chosen by the Sanitary Board (the "Consulting Engineer");

(b) Set forth the cost of the Project estimated as of the date hereof by the Consulting Engineer as $2,345,250;

(c) Order the preparation of plans and specifications of the Project;

(d) Order the subsequent construction and acquisition of the Project;

(e) Direct that the City (i) issue Sewer System Design Notes in the aggregate principal amount not to exceed $200,000, to provide for the temporary financing of the costs of the preparation of plans and specifications for extensions, improvements and betterments to the existing sewer system of the City; (ii) issue Sewer System Revenue Bonds in the aggregate principal amount of not more than $1,300,000 and to issue Supplemental Sewer Revenue Bonds in the aggregate principal amount of not more than $500,000 to finance the costs of the acquisition and construction of said extensions, improvements and betterments to the existing sewerage system of the City; (iii) establish interim construction financing in the amount of not more than $2,500,000, consisting of grant anticipation notes or a line of credit evidenced by Notes, or

any combination of the foregoing; (iv) enter into a Trust Indenture securing the Notes; (v) define and prescribe the terms and provisions of the Design Notes, the Bonds and the Notes; and (vi) provide for the rights and remedies of and security for the Registered Owners of the Design Notes, the Bonds and the Notes; and

(f) Contain such other provisions as may be necessary in the premises.

The Sanitary Board respectfully represents to the Council that, during the acquisition and construction of the Project, one of the two persons appointed to the Sanitary Board by the Council will be a registered professional engineer.

This petition was duly authorized at a meeting of the Sanitary Board duly called and held on the 14th day of March, 1988.

WITNESS our signatures on the 14th day of March, 1988.

THE SANITARY BOARD OF THE CITY
OF SISTERSVILLE, WEST VIRGINIA

By Lester E. Leach
Mayor of The City of Sistersville
as Chairman

By Charles L. Warner
Member

By William K. Leach
Member

1341M

EXHIBIT A

See Item No. 10 -- Design Notes, Interim Financing and Bond Ordinance

SANITARY BOARD RESOLUTION

Introduced:

March 14, 1988

Introduced By:

Victor E. Leach

Adopted:

March 14, 1988

A RESOLUTION REQUESTING THE COUNCIL OF THE CITY OF SISTERSVILLE TO AUTHORIZE THE PREPARATION OF PLANS AND SPECIFICATIONS FOR CERTAIN EXTENSIONS, IMPROVEMENTS AND BETTERMENTS TO THE EXISTING SEWER SYSTEM OF THE CITY OF SISTERSVILLE AND THE TEMPORARY FINANCING OF THE COSTS THEREOF THROUGH THE ISSUANCE BY THE CITY OF SISTERSVILLE OF NOT MORE THAN $200,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER SYSTEM DESIGN NOTES, SERIES 1988, AND TO AUTHORIZE THE SUBSEQUENT ACQUISITION AND CONSTRUCTION OF SAID EXTENSIONS, IMPROVEMENTS AND BETTERMENTS TO THE EXISTING SEWER SYSTEM OF THE CITY OF SISTERSVILLE AND THE FINANCING OF THE COSTS THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF SISTERSVILLE OF NOT MORE THAN $1,300,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, AND NOT MORE THAN $500,000 IN AGGREGATE PRINCIPAL AMOUNT OF SUPPLEMENTAL SEWER REVENUE BONDS AND TO AUTHORIZE NOT MORE THAN $2,500,000 IN INTERIM CONSTRUCTION FINANCING CONSISTING OF GRANT ANTICIPATION NOTES OR A LINE OF CREDIT EVIDENCED BY NOTES, OR ANY COMBINATION OF THE FOREGOING, AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF A TRUST INDENTURE SECURING THE NOTES, DEFINING AND PRESCRIBING THE TERMS AND PROVISIONS OF THE DESIGN NOTES, THE BONDS AND THE NOTES, AND TO ADOPT OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Sanitary Board of The City of Sistersville, West Virginia (the "Board"), contemplates the temporary financing of the design of certain extensions, improvements and betterments to the existing sewer system, and

following such design, the acquisition and construction of said extensions, improvements and betterments to the existing sewer system (the "Project") of the City of Sistersville (the "City"); and

WHEREAS, the Board contemplates financing, temporarily, the cost of design of the Project by issuing sewer system design notes, and following such design, for the acquisition and construction of the Project through the issuance by the City of sewer revenue bonds, and the authorization of interim construction financing, consisting of grant anticipation notes or a line of credit evidenced by notes, or any combination of the foregoing.

WHEREAS, the Board requests the Council of the City of Sistersville (the "Council") to authorize the issuance of said design notes, bonds and said interim financing.

NOW, THEREFORE BE IT RESOLVED BY THE SANITARY BOARD OF THE CITY OF SISTERSVILLE:

1. The Board contemplates the design of certain extensions, improvements and betterments to the existing sewer system of the City, and following such design, the acquisition and construction of said extensions, improvements and betterments to the existing sewer system of the City and requests the Council to authorize the same.

2. The Board requests the issuance of the design notes to temporarily finance the Project and the issuance of sewer revenue bonds to permanently finance the Project, and the authorization of interim financing and requests the Council to authorize the same.

3. This Resolution shall be effective immediately upon its adoption.

Adopted this 14TH day of MARCH, 1988.

SANITARY BOARD, CITY OF
SISTERSVILLE, WEST VIRGINIA

By Lester E. Leach
Mayor

By William K. Frach
Member

By _____
Member

1290M

SANITARY BOARD MEETING RESOLUTION

Introduced by: Lester E. Leach

Adopted by Sanitary Board: March 14, 1988

"Resolution establishing rules by which the time and place of all regularly scheduled meetings and the time, place and purpose of all special meetings are to be made available, in advance, to the public and news media and providing when this Resolution and such rules shall take effect."

Be It Resolved and Ordered by the Sanitary Board of The City of Sistersville, West Virginia:

Section 1. Statutory Mandate for These Rules. The rules established in and by this Resolution are mandated by and promulgated pursuant to Chapter 6, Article 9A, of the Code of West Virginia, 1931, as amended (herein called the "Act"), and other applicable provisions of law.

Section 2. Findings and Determinations. It is hereby found, determined and declared as follows:

(A) Section 3 of the Act requires each governing body, as defined in the Act, to promulgate rules by which the time and place of all regularly scheduled meetings and the time, place and purpose of all special meetings are made available, in advance, to the public and news media.

(B) The Sanitary Board (herein called the "Board") of The City of Sistersville (the "City"), West Virginia, is a governing body within the meaning of the Act.

(C) Accordingly, it is hereby ordered that the rules set out in Section 3 hereof be promulgated and established as Rules of Procedure of the Board.

Section 3. Rules. The following are hereby promulgated and established as Rules of Procedure of the Board:

Rule No. 1. Notice of Regularly Scheduled Meetings. Immediately after adoption of this Resolution and in July of each year thereafter, the Board shall instruct the Secretary to, and the Secretary shall, post, and leave posted throughout the year to which it applies, at the place in the City Hall where notices customarily are posted a notice setting forth the

times and places of the Board's regularly scheduled meetings for the ensuing year. Such notice shall be of size and style sufficient to give notice and shall be of quality sufficient to withstand deterioration throughout the year to which it applies. Additional copies of the notice shall be delivered to the Secretary.

Also immediately after adoption of this Resolution and in July of each year thereafter, the Board shall instruct the Secretary to, and the Secretary shall, distribute to each of the newspapers, television stations, radio stations and other news media listed below a notice identical to that posted.

WRRR-FM
Box 374
St. Marys, West Virginia 26170

Tyler Star News
P.O. Box 191
Sistersville, West Virginia 26175

Tyler County Journal
P. O. Box 191
Sistersville, West Virginia 26175

Wetzel Chronical
P. O. Box 191
Sistersville, West Virginia 26175

A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed above, or at such other address as the news medium has in writing requested to be used, marked or stamped with first class postage and deposited in the United States mail. In June of each year after the adoption of this Resolution, the Board shall review the above list and shall amend such list as needed, in the opinion of the Board, to reflect properly all the newspapers, television stations, radio stations and other news media that customarily cover news of the City.

In the event of any modification and the time of a regularly scheduled meeting of the Board, notice of such modification shall be given to the public and news media by posting at the place and distributing to the news media in the manner set forth above, not less than three (3) days prior to the date of such regularly scheduled meeting, or, if such regularly scheduled meeting has been rescheduled for an earlier time, prior to the date of such rescheduled meeting, a notice setting forth such modification in the time or place of such regularly scheduled meeting. A copy of such notice shall be attached to and made a part of the minutes of the meeting for which notice is given.

Notwithstanding the foregoing provisions, notice of the recess or adjournment of a regularly scheduled meeting and of the time and place for the continuation or reconvening thereof publicly given during such regularly rescheduled meeting shall be adequate notice to the public and news media of the time and place thereof.

Provided, failure of the Secretary to comply exactly with the posting and distribution requirements hereof, shall not invalidate the actions taken at the meeting for which such notice was posted and distributed if the Board shall determine that such posting and distribution were in substantial compliance herewith.

Rule No. 2. Notice of Special Meeting. Not less than three (3) but not more than eight (8) days prior to the date set for any special meeting of the Board, the Board shall instruct the Secretary to, and the Secretary shall, post on the door of the City Hall and at such other place, if any, in City Hall where notices are customarily posted a notice setting forth the time, place and purpose or purposes of such special meeting and the Secretary shall post the notice at the public library. Business at such special meetings shall be limited to the purpose or purposes specified in said notice.

As soon as practical after the posting of said notice, but not less than three (3) days prior to the date set for such special meeting, the Secretary shall distribute to each of the newspapers, television stations, radio stations and other news media listed in Rule No. 1 hereof a notice identical to that posted. Amendments made to such list, as provided for in said Rule No. 1, shall be incorporated by reference in this Rule No. 2. A notice shall be considered distributed to a news medium when it has been addressed to such news medium at the address listed in said Rule No. 1, or at such other address as the news medium has in writing requested be used, marked or stamped with first class postage and deposited in the United States mail.

A copy of such notice posted and distributed pursuant to this Rule No. 2 shall be attached to and made a part of the minutes of the meeting for which such notice was given.

Notwithstanding the foregoing provisions, notice of the recess or adjournment of any special meeting and of the time and place for the continuation or reconvening thereof publicly given during such special meeting shall be adequate notice to the public and news media of the time and place thereof, the purpose or purposes therefor remaining the same.

Provided, failure of the Secretary to comply exactly with the posting and distribution requirements hereof shall not invalidate the actions taken at the meeting for which such

notice was posted and distributed if the Board shall determine that such posting and distribution were in substantial compliance herewith.

Rule No. 3. Emergency Meeting. A meeting of the Board may be held without the notice to the public and news media required by Rule No. 1 and Rule No. 2 hereof only in the event of an emergency requiring immediate official action. The existence of such an emergency requiring immediate official action shall be determined by the Board and shall be attested to in a certificate by the Chairman describing such emergency and setting forth the reason or reasons immediate official action is required, which certificate shall be attached to and made a part of the minutes of such emergency meeting.

Section 4. Conflicting Provisions Repealed. All resolutions, orders and rules, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflicts, hereby repealed.

Section 5. Effective Time. This Resolution and the rules promulgated hereby shall take effect immediately upon the adoption hereof.

1630M

EXHIBIT A

See Index No. 8 -- Design Note,
Interim Financing And Bond Ordinance

THE CITY OF SISTERSVILLE, WEST VIRGINIA

DESIGN NOTE, INTERIM FINANCING AND BOND ORDINANCE

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DESIGN NOTE, INTERIM FINANCING AND BOND ORDINANCE

An Ordinance authorizing the preparation of plans and specifications for extensions, improvements and betterments to the existing sewer system of The City of Sistersville and the temporary financing of the costs thereof through the issuance by The City of Sistersville of not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988; authorizing the subsequent acquisition and construction of said extensions, improvements and betterments to the existing sewer system of The City of Sistersville and the financing of the costs thereof, not otherwise provided, through the issuance by The City of Sistersville of not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds and not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds and authorizing not more than $2,500,000 in interim construction financing, consisting of grant anticipation notes or a line of credit evidenced by notes, or any combination of the foregoing; authorizing the execution and delivery of a Trust Indenture securing the Notes; defining and prescribing the terms and provisions of the Design Notes, the Bonds and the Notes; providing for the rights and remedies of and security for the Registered Owners of the Design Notes, the Bonds and the Notes; and adopting other provisions related thereto.

Be It Enacted And Ordained By The Council Of The City Of Sistersville, West Virginia:

ARTICLE I

DEFINITIONS, STATUTORY AUTHORITY AND FINDINGS

Section 1.01. Definitions. The following terms shall have the following meanings in this Ordinance unless the context expressly requires otherwise:

A. "Act" means Article 13 of Chapter 16 of the Code of West Virginia, 1931, as amended and in effect on the date of enactment of this Ordinance.

B. "Advance-Refunded Municipal Bonds" shall mean obligations, the interest on which is excludable from gross income for Federal income tax purposes, which have been advance-refunded prior to their maturity and are fully and irrevocably secured as to principal and interest by Government Obligations held in trust for the payment thereof, and which obligations are serial bonds or term bonds not callable prior to maturity except at the option of the holder or owner thereof.

C. "Authority Loan Agreements" means, collectively, Loan Agreement and the Supplemental Loan Agreement as both are hereinafter defined.

D. "Authorized Officer" means the Mayor of the City or any acting Mayor duly appointed or any other officer duly so authorized by the Council as hereinafter defined.

E. "Bond" or "Bonds" means the Original Bonds, as hereinafter defined, and any additional parity bonds hereafter issued within the terms, restrictions and conditions contained in this Ordinance.

F. "Bond Construction Trust Fund" means the Bond Construction Trust Fund established by Section 5.01(3) hereof.

G. "Bond Register" means the books of the City maintained by the Bond Registrar, as hereinafter defined, for the registration and transfer of Bonds.

H. "Bond Registrar" means the Registrar for the Bonds, which shall be appointed by a resolution supplemental hereto.

I. "Bondholder," "Registered Owner" or "Owner of the Bonds" or any similar term means any person who shall be the registered owner, as shown by the Bond Register, of any outstanding Bond.

J. "Certificate of Authentication and Registration" means the Certificate of Authentication and Registration on the Design Notes, the Bonds or the Notes in substantially the form set forth in the Bond form or Design Note form contained herein and, with respect to the Notes, in substantially the form set forth in the Trust Indenture, as hereinafter defined.

K. "City" means The City of Sistersville, a municipal corporation, in Tyler County, West Virginia, and, where appropriate, also means the Council thereof and any department, board, agency or instrumentality thereof in control of the management and operation of the System, as hereinafter defined.

L. "Clerk" means the Clerk of the City.

M. "Code" means the Internal Revenue Code of 1986, as amended, including the rules and regulations promulgated pursuant thereto or to any predecessors or successors thereto.

N. "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.

O. "Consulting Engineers" means S & S Engineers, Incorporated, Consulting Engineers, Charleston, West Virginia, or any engineer or firm of engineers of reputation for skill and experience with respect to the design and construction of sewer systems that shall at any time be retained by the City as consulting engineers for the System, as hereinafter defined.

P. "Costs" or "Costs of Project" or any similar phrase means those costs described in Section 1.03(H) hereof to be a part of the cost of the acquisition and construction of the Project, as hereinafter defined.

Q. "Council" means the Council of the City or any other governing body of the City that succeeds to the functions of the Council as presently constituted and shall be deemed to refer also to the Sanitary Board of the City to the full extent of the powers relating to the System, as hereinafter defined, conferred upon said Sanitary Board.

R. "Depository Bank" means, with respect to either the Design Notes or the Bonds, the bank eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC, as hereinafter defined, designated as such by a resolution supplemental hereto, and any successor thereto.

S. "Design Notes" means the not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988, originally authorized hereby.

T. "Design Notes Payment Fund" means the Sewer System Design Notes Payment Fund established by Section 3.09 hereof.

U. "Design Notes Proceeds Fund" means the Sewer System Design Notes Proceeds Fund established by Section 3.08 hereof.

V. "Design Notes Registrar" means the Registrar for the Design Notes which shall be appointed by a resolution supplemental hereto.

W. "EPA" means the United States Environmental Protection Agency and any successor to the functions of EPA.

X. "EPA Grant" means the Step II/III grant from EPA awarded September 25, 1987, pursuant to an EPA Assistance Agreement, as it may be supplemented or amended.

Y. "Event of Default" means any event or occurrence specified in Section 10.01.

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

AA. "Feasibility Study" or similar phrases mean the 201 Facilities Plan (Step I) approved by EPA.

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

CC. "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, including (i) such obligations which have been stripped from their unmatured interest coupons, interest coupons stripped from such obligations and receipts or certificates evidencing payments from such obligations or interest coupons stripped from such obligations, (ii) evidences of ownership of a proportionate interest in specified direct obligations of, or specified obligations which are unconditionally and fully guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian and (iii) obligations, the sole source of the payment of the principal of and interest on which are obligations of the nature of those described in clause (i), which are irrevocably pledged for such purposes.

DD. "Grant Agreement" means a written commitment for the payment of the EPA Grant or of any of the Other Grants, if any, specifying the amount of such Grant, the terms and conditions upon which said Grant is made and the date or dates or event or events upon which Grant is to be paid to the City; 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.

EE. "Grant Receipts" means all Step II EPA Grant Receipts received by the City on account of the design of the Project after the date of issuance of the Design Notes and after payment of the Design Notes means all moneys received by the City on account of any Grant to pay Costs of the Project; 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.

FF. "Grants" means, collectively, the EPA Grant and the Other Grants, if any, as hereinafter defined.

GG. "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 provisions 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) or Tap Fees, as hereinafter defined.

HH. "Indenture" or "Trust Indenture" means a Trust Indenture which may be entered into or between the City and a trustee, as hereinafter defined, to be appointed by a resolution supplemental hereto relating to the Notes, as hereinafter defined, and all supplements or amendments thereto, in the form approved by a resolution supplemental hereto.

II. "Independent Certified Public Accountants" means any certified public accountant or firm of certified public accountants that shall be retained by the City to prepare an independent annual or special audit of the accounts of the System, as hereinafter defined, or for any other purpose except keeping the accounts of such System in the usual operations of its business and affairs.

JJ. "Line of Credit" means the irrevocable line of credit in an amount not to exceed $2,500,000 authorized by Section 8.01 hereof, the terms and amount of which may be approved by a resolution supplemental hereto.

KK. "Line of Credit Agreement" means the agreement, if any, establishing the Line of Credit, said agreement to be approved by a resolution supplemental hereto.

LL. "Loan Agreement" means the loan agreement to be entered into between the City and the Original Bonds Purchaser; pursuant to which the Original Bonds Purchaser shall agree, subject to the City's satisfying certain legal and other requirements, to purchase the Original Primary Bonds originally authorized hereby with a portion of the proceeds of the next issue of the Original Bonds Purchaser's bonds issued with respect to the Program as hereinafter defined and which shall be approved by the Supplemental Resolution.

MM. "Mayor" means the Mayor of the City.

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

OO. "Noteholder," Registered Owner of the Notes" or "Owner of the Notes" or any similar term means the person, whenever used herein with respect to an outstanding Note or Notes, as hereinafter defined, in whose name such Note is registered.

PP. "Notes" or "Credit Line Note" means the not more that $2,500,000 in aggregate principal amount of interim construction financing, consisting of grant anticipation notes or a Line of Credit evidenced by notes, or any combination of the foregoing, as authorized by Article VII and Article VIII hereof and, unless the context clearly indicates otherwise, the term "Notes" includes any refunding grant anticipation notes of the City.

QQ. "Notes Registrar" means the Registrar for the Notes which may be designated by a resolution supplemental hereto.

RR. "Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System, as hereinafter defined, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses, other than those capitalized as part of the Costs of Project, fees and expenses of the fiscal agents, registrars, paying agents, trustees, Original Bonds Purchaser, and the Depository Bank, other than those capitalized as part of the Costs of Project, 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, if any, or interest on the Notes or the Bonds or Design Notes, charges for depreciation, losses from the sale of 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.

SS. "Ordinance," regardless of whether preceded by the article "the" or "this," means this Ordinance as it may hereafter from time to time be amended or supplemented.

TT. "Original Bonds" means, collectively the Original Primary Bonds and the Original Supplemental Bonds, both as hereinafter defined.

UU. "Original Bonds Purchaser" or "Authority" or "WDA" means the West Virginia Water Development Authority as the purchaser of the Original Bonds or any other agency of the State of West Virginia that succeeds to the functions of the Authority.

VV. "Original Primary Bonds" means the not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds, originally authorized hereby to pay a portion of the Costs of the Project.

WW. "Original Supplemental Bonds" means the not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds, originally authorized hereby to pay a portion of the Costs of the Project.

XX. "Original Design Notes Purchaser" means the Union Bank of Tyler County, Sistersville, West Virginia, a West Virginia banking corporation, or such other person or persons, firm or firms, bank or banks, corporation or corporations, or such other entity or entities as shall purchase the Design Notes directly from the City, as determined by a resolution supplemental hereto; provided, that such purchaser or purchasers and the City shall agree to the purchase of the Design Notes, including the exact principal amount thereof and interest rate or rates, not exceeding the then legally permissible limit, as fixed by said supplemental resolution to be adopted by the Council at the time of approval of sale of said Design Notes, with the sale price thereof to be not less than a price such that the interest cost of the proceeds therefrom, based upon the average maturity of such Design Notes and computed accordingly to standard tables of bond values, does not exceed thirteen percent (13%) per annum.

YY. "Original Notes Purchaser" means, in the event the Notes are issued, the original purchaser of the Notes as shall be named in a resolution supplemental hereto, 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.

ZZ. "Other Grants" means any other grant, except for the EPA Grant, hereafter received by the City to aid in financing any Costs of Project.

AAA. "Outstanding," when used with reference to Bonds, Design Notes or Notes, as of any particular date, describes all Bonds, Design Notes or Notes theretofore and thereupon being issued and delivered except (a) any Bond, Design Note or Note cancelled by the respective registrars at or prior to said date; (b) any Bond, Design Note or Note for the payment of which monies equal to its principal amount, with interest to the date of maturity, shall be held in trust under this Ordinance and set aside for such payment (whether upon or prior to maturity); (c) any Bond, Design Note or Note deemed to have been paid as provided in Section 13.01 hereof; and (d) with respect to determining a specified percentage of Registered Owners for the purpose of consents, notices and the like, any Bond, Design Note or Note registered to the City.

BBB. "Parity Bonds" means, collectively, Parity Primary Bonds and Parity Supplemental Bonds.

CCC. "Parity Primary Bonds" means any additional bonds issued under the provisions and within the limitations prescribed by Section 9.08 hereof, payable from net revenues on a parity with the Original Primary Bonds.

DDD. "Parity Supplemental Bonds" means any additional bonds issued under the provisions and within the limitations prescribed by Section 9.08 hereof, payable from net revenues on a parity with the Original Supplemental Bonds.

EEE. "Paying Agent" means the bank or banks or other entity designated as such for the Design Notes and the Notes, respectively, in resolutions supplemental hereto and means with respect to the Original Bonds the Commission.

FFF. "Primary Bonds" means, collectively the not more than $1,300,000 in aggregate principal amount of Original Primary Bonds and any Parity Primary Bonds hereafter issued.

GGG. "Program" means the Original Bonds Purchaser's loan program, under which the Original Bonds Purchaser purchases the revenue bonds of local government entities satisfying certain legal and other requirements with the proceeds of sewer development revenue bonds of the Original Bonds Purchaser or any successor to said Program as currently constituted.

HHH. "Project" means the extensions, improvements and betterments to the existing sewer system of the City described in Exhibit A attached hereto and incorporated herein by reference.

III. "PSC" means the Public Service Commission of West Virginia or any other agency of the State that succeeds to the functions of the PSC.

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

(a) Government Obligations;

(b) 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; the Government National Mortgage Association; the Tennessee Valley Authority or the Washington Metropolitan Area Transit Authority;

(c) Any bond, debenture, note, participation certificate or other similar obligation 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;

(d) 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 such Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time account or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time account;

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

(f) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (d) 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 paid repurchase agreements, and <u>provided further</u> that the owner 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;

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

(h) Advance-Refunded Municipal Bonds.

KKK. "Renewal and Replacement Fund" means the Renewal and Replacement Fund established by Section 5.01(2).

LLL. "Reserve Account" means the account in the Sinking Fund, as hereinafter defined, created by Section 5.02(1)(a).

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

NNN. "Revenue Fund" means the revenue fund created by Section 5.01(1).

OOO. "Sanitary Board" or "Board" means the Sanitary Board of the City established by an ordinance duly enacted by the Council of the City on March 7, 1988, and any successors to the functions thereof.

PPP. "Sinking Fund" means the Sinking Fund established for the Primary Bonds by Section 5.02(1).

QQQ. "State" means the State of West Virginia.

RRR. "Supplemental Bonds" means, collectively the not more than $500,000 in aggregate principal amount of Original Supplemental Bonds and any Parity Supplemental Bonds hereafter issued.

SSS. "Supplemental Reserve Account" means the account established in the Supplemental Sinking Fund, as hereinafter defined, pursuant to Section 5.02(2)(a).

TTT. "Supplemental Reserve Requirement" means the maximum amount of principal and interest, if any, which will become due on the Supplemental Bonds in the then current and any succeeding year.

UUU. "Supplemental Resolution" means any ordinance or resolution amendatory hereof or supplemental hereto and, when preceded by the article the, refers specifically to the Supplemental Resolution authorizing the sale of the Design Notes, the Supplemental Resolution authorizing the sale of the Original Bonds and the Supplemental Resolution authorizing the sale of the Notes, as the case may be; provided, that any provision intended to be included in the Supplemental Resolution with respect to the Design Notes or the Original Bonds or the Notes, as the case may be, and not so included may be contained in any other Supplemental Resolution.

VVV. "Supplemental Loan Agreement" means the loan agreement to be entered into between the City and the Original Bonds Purchaser; pursuant to which the Original Bonds Purchaser shall agree, subject to the City's satisfying certain legal and other requirements, to purchase the Original Supplemental Bonds originally authorized hereby and by the Supplemental Resolution.

WWW. "Supplemental Sinking Fund" means the Supplemental Sinking Fund established for the Supplemental Bonds by Section 5.02(2).

XXX. "Surplus Revenues" means the Net Revenues not required by this Ordinance to be set aside and held in,

including but not limited to, sinking funds, the reserve accounts and the renewal and replacement funds for the payment of or security for the Bonds or any other obligations of the City, the proceeds of which Bonds or other obligations are to be used to pay Costs of the Project.

YYY. "System" means the works for the collection and/or treatment, purification and disposal of sewage, in its entirety or any integral part thereof, owned by the City under the supervision and control of the Sanitary Board, and any additions, improvements or betterments thereto or hereafter constructed or acquired from any sources whatsoever and includes the Project.

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

AAAA. "Trustee" means the Trustee for the Notes, if any, as designated in the Indenture or a resolution supplemental hereto.

BBBB. 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 or neuter gender shall include all other genders.

CCCC. Additional terms and phrases are defined in this Ordinance as they are used. Accounting terms not specifically defined herein shall be given meaning in accordance with general accepted accounting principles.

DDDD. The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Ordinance; and the term "hereafter" means after the date of the enactment of this Ordinance.

EEEE. Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

Section 1.02. Authority of This Ordinance. This Ordinance is enacted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. It is hereby found, determined and declared that:

(A) The City now owns and operates public works for the collection, treatment, purification and disposal of sewage.

(B) In accordance with Section 18 of the Act, the System is under the supervision and control of the Sanitary Board.

(C) The Sanitary Board has presented a petition to the City for the temporary financing of the design of certain extensions, improvements and betterments to the System, and following such design, for the acquisition and construction of the Project, enactment of this Ordinance and the issuance of the Design Notes, Bonds and Notes.

(D) The City has been awarded the EPA Grant by that certain EPA Assistance Agreement dated September 25, 1987. Said Agreement is for a Step II/III grant, the Step II design allowance portion of which will be used for the partial payment of the Design Notes.

(E) It is deemed necessary for the City to issue its Design Notes, in an aggregate principal amount of not more than $200,000 to finance, temporarily, the costs of design of the Project, in anticipation of the EPA Grant Receipts, and the issuance of the Original Bonds.

(F) It is further deemed necessary and desirable for the health, welfare and safety of the inhabitants of the City that the Project be acquired and constructed in accordance with the plans and specifications to be prepared by the Consulting Engineers, subject to the approval of the EPA, the issuance of a certificate of convenience and necessity by the PSC and specific authorization by a Supplemental Resolution.

(G) The estimated maximum cost of the design of the Project is $168,000. The estimated maximum cost of the construction of the Project is $2,345,250, of which approximately $1,137,110 will be permanently obtained from the proceeds of the Original Bonds herein authorized, and approximately $1,208,140 will b obtained from the EPA Grant. The City may obtain such Other Grants as may be necessary to pay Costs of Project.

(H) It is deemed necessary for the City to issue its Original Primary Bonds in an aggregate principal amount not to exceed $1,300,000, and its Original Supplemental Bonds in the aggregate principal amount not to exceed more than $500,000, in part to refund the Design Notes, and to permanently finance the costs of acquisition and construction of the Project and contemporaneously therewith, or as soon as practical thereafter if and when the Council shall deem it to be in the best interest of the City, to issue its Notes in the aggregate principal amount of not more than $2,500,000. Said costs shall be deemed to include the cost of all property rights, easements, and franchises deemed necessary therefor; the cost of the construction of said extensions, additions, betterments and improvements to the System and any other expenses necessary, incidental, desirable or appurtenant to the acquisition and construction of the Project and the placing of

the same in operation, and the performance of the things therein required or permitted, in connection with any thereof; the cost of designing the Project; the cost of interim financing for such Project; interest on the Original Bonds prior to, during and for six months after the estimated date of completion of construction of the Project; interest upon the Notes or the Design Notes, as the case may be, during the term thereof; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; expenses for the service of the Original Bonds Purchaser, registrars, paying agents, depositories or other agents in connection with the issuance of the Original Bonds or the Design Notes or the Notes, as the case may be, and such other expenses as may be necessary or desirable to said acquisition and construction of the Project and placing the same in operation and the financing authorized by this Ordinance and with respect to the Notes, any commitment fees to a bank or banks for the issuance of letters of credit and any costs of obtaining insurance thereon; provided that reimbursement to the City for any amounts expended by it for allowable costs of the Project prior to the issuance of the Original Bonds or the Design Notes or the Notes, as the case may be, or the repayment of indebtedness incurred by the City for such purposes shall be deemed costs of the Project.

(I) The period of usefulness of the System after completion of the Project will not be less than forty years.

(J) The estimated Gross Revenues to be derived in each year after the enactment of this Ordinance from the operation of the System will be sufficient to pay all the costs of the operation and maintenance of said System, provide adequate reserve funds and adequate renewal and replacement funds and pay the principal of and interest on the Original Bonds authorized to be issued pursuant to this Ordinance.

(K) Upon the issuance of the Original Bonds, the City will grant the Original Bonds Purchaser a first lien on the Net Revenues of the System.

(L) The City has complied with all requirements of West Virginia law relating to the issuance of the Design Notes. The City has complied with all requirements of West Virginia law relating to the authorization of the construction, acquisition and operation of the Project and issuance of the Original 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 PSC by final order not subject to appeal or rehearing.

(M) The Code provides exceptions from the rebate provisions for issues of small governmental units meeting certain requirements.

(N) It is in the best interest of the City and its inhabitants to qualify for the small governmental unit exception from the rebate provisions.

(O) The City is a governmental unit with general taxing powers.

(P) The Original Bonds, Design Notes and Notes are not private activity bonds as defined in the Code.

(Q) Ninety-five percent (95%) or more of the net proceeds (as defined with respect to the Code) of the Original Bonds, Design Notes and Notes will be used for local governmental activities of the City.

(R) The City reasonably expects that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City and all subordinate entities thereof during the calendar year in which the Original Bonds, Notes and Design Notes will be issued, will not exceed $5,000,000. The City reasonably expects to issue its Design Notes in 1988. The City reasonably expects to issue its Original Bonds and Notes, if any, in 1989.

(S) The City shall not permit at any time any of the proceeds of the Bonds, Notes and Design Notes or other funds of the City to be used directly or indirectly in an manner which would result in the exclusion of the Bonds, Notes and Design Notes from the treatment afforded by Section 103(a) of the Code.

(T) The City will file all statements, instruments and returns necessary to assure the tax-exempt status of the Bonds, Notes and Design Notes.

(U) The Bonds, Notes and Design Notes will not be federally guaranteed within the meaning of the Code.

(V) The City and all subordinate entities do not reasonably expect to issue more than $10,000,000 of tax-exempt obligations during the calendar year 1988, and hereby designate the Design Notes as "Qualified Tax-Exempt Obligations" as defined in Section 265(b)(3)(B) of the Code.

Section 1.04. Ordinance Constituting Contract. In consideration of the acceptance of the Bonds, the Design Notes, and the Notes, as the case may be, authorized to be issued hereunder by those who shall respectively hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the City and such Registered Owners, and the covenants and agreements herein set forth to be performed by said City shall be for the equal benefit, protection and security of the Registered Owners of any and all

of such Bonds, Design Notes or Notes, as the case may be, authorized to be issued hereunder all of which shall respectively be of equal rank and without preference, priority or distinction between any one Design Note and any other Design Notes, between any one Note and any other Notes, between any one Primary Bond and any other Primary Bonds and between any one Supplemental Bond and any other Supplemental Bonds, as the case may be, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

ARTICLE II

AUTHORIZATION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SYSTEM

Section 2.01. Authorization of Design. There is hereby authorized the design of the Project generally described in the Feasibility Study prepared by the Consulting Engineers, a summary of which general description is set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2.02. Authorization of Construction and Acquisition. There is hereby authorized the construction and acquisition of the Project in accordance with plans and specifications therefor prepared by the Consulting Engineers, as authorized by Section 2.01 above; provided, that such plans and specifications, and the acquisition and construction of the Project in accordance therewith, are subject to the approval of the EPA, to the issuance by the PSC of a certificate of convenience and necessity and to specific authorization by the Council pursuant to a Supplemental Resolution.

ARTICLE III

DESIGN NOTES

Section 3.01. Authorization of Design Notes. For the purpose of financing the cost of the design of the Project pending the receipt of the Step II portion of the EPA Grant Receipts and the issuance of the Original Bonds, there shall be issued the Design Notes of the City, in an aggregate principal amount of not more than $200,000. The Design Notes shall be issued in fully registered form, with a payment record attached, in such denomination or denominations as provided by the Supplemental Resolution. The Design Notes shall be dated as of the date of delivery thereof. The Design Notes shall be in such principal amount; shall bear interest from the date thereof at such rate or rates, not exceeding the then legally permissible limit, payable on such date or dates; shall mature on such date or dates; and shall be subject to such prepayment or redemption, all as provided in the Supplemental Resolution; provided, that the Design Notes shall be refunded prior to or immediately upon the issuance of the Original Bonds.

The aggregate principal amount of the Design Notes shall not be paid to the City upon delivery of the Design Notes but shall be advanced to the City as requested by the City; provided, however, that the Design Notes shall evidence only the indebtedness recorded on the Record of Advances and Payments incorporated therein and that interest shall accrue only on the amount of each advance from the actual date thereof as listed on said Record of Advances and Payments.

The Design Notes shall be payable as to principal at the principal office of the Paying Agent, as designated by a resolution supplemental hereto, in any coin or currency which on the date of payment of principal is legal tender for the payment of public and private debts under the laws of the United States of America. Interest on the Design Notes shall be paid by check or draft mailed to the Registered Owner thereof at the address as it appears on the books of the Design Notes Registrar; provided, if the Union Bank of Tyler County is the Original Design Notes Purchaser, interest on the Design Notes may be paid by such other lawful method as is acceptable to such Original Design Notes Purchaser and as set forth in the Supplemental Resolution.

Section 3.02. Execution of Design Notes. The Design Notes shall be executed in the name of the City by the manual or facsimile signature of its Mayor, and the seal of the City shall be impressed thereon, or a facsimile of such seal imprinted thereon, and attested by the manual or facsimile signature of the Clerk of the City. In case any one or more of the officers who shall have signed or sealed any of the Design

Notes shall cease to be such officer of the City before the Design Notes so signed and sealed shall have been actually sold and delivered, such Design Notes may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Design Notes had not ceased to hold such office. Any Design Notes may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Design Notes shall hold the proper office of the City, although at the date of such Design Notes such person may not have held such office or may not have been so authorized.

Section 3.03. Authentication and Registration. No Design Notes shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until the Certificate of Authentication and Registration on such Design Note, substantially in the form set forth herein, shall have been manually executed by the Design Note Registrar. Any such executed Certificate of Authentication and Registration, upon any such Design Note shall be conclusive evidence that such Design Note has been authenticated, registered, and delivered under this Ordinance. The Certificate of Authentication and Registration on any Design Note shall be deemed to have been executed by the Design Note Registrar if manually signed by an authorized officer of the Design Note Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Design Notes issued hereunder.

Section 3.04. Negotiability, Transfer and Registration. Subject to the restrictions on transfer set forth below, the Design Notes shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Registered Owner, in accepting any of said Design Notes, shall be conclusively deemed to have agreed that said Design Notes shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Design Notes remains Outstanding, the Design Notes Registrar shall keep and maintain books for the registration and transfer of the Design Notes.

The Design Notes shall be transferable only upon the books of the Design Notes Registrar, by the Registered Owner thereof in person or by its attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Design Notes Registrar duly executed by the Registered Owner or its duly authorized attorney.

In all cases in which the privilege of exchanging Design Notes or transferring Design Notes is exercised, Design Notes shall be delivered in accordance with the provisions of this Ordinance. All Design Notes surrendered in any such exchanges or transfers shall forthwith be cancelled by the Design Notes Registrar. For every such transfer or exchange of Design Notes, the Design Notes 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 Design Note upon each exchange or transfer, and any other expenses of the Design Notes Registrar incurred in connection therewith, which charges and expenses shall be paid by the Registered Owner requesting such exchange or transfer. The Design Notes Registrar shall not be obligated to make any such exchanges or transfer of Design Notes during the fifteenth day of the month preceding an interest payment date and ending on the date preceding such interest payment date or, in the case of any prepayment of the Design Notes during the fifteen days next preceding the date set for such prepayment.

Section 3.05. Design Notes Mutilated, Destroyed, Stolen or Lost. In case any Design Note shall become mutilated or be destroyed, stolen or lost, the City may, in the discretion of the Council, issue, and the Design Notes Registrar shall authenticate and deliver a new Design Note or Notes of like tenor as the Design Note or Notes so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Design Note upon surrender and cancellation of such mutilated Design Note or in lieu of and substitution for the Design Note destroyed, stolen or lost and upon the Registered Owner's furnishing the Council proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Council may prescribe and paying such expenses as the City may incur. All Design Notes so surrendered shall be submitted to and cancelled by the Design Notes Registrar and held for the account of the City. If such Design Note shall have matured or be about to mature, instead of issuing a substitute Design Note, the City may pay the same, upon being indemnified as aforesaid, and if such Design Note be lost, stolen, or destroyed, without surrender therefor.

Any such duplicate Design Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the City, whether or not the lost, stolen or destroyed Design Note be at any time found by any one. Such Design Notes shall be entitled to equal and proportionate benefits and rights as to lien and source of security for payment from the EPA Grant Receipts and the net proceeds of the Original Bonds with all other Design Notes issued hereunder.

Section 3.06. Form of Design Notes. The text of the Design Notes shall be of substantially the following tenor, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted by this Ordinance or any Supplemental Resolution adopted or enacted prior to the issuance thereof:

[Form of Design Note]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF SISTERSVILLE
SEWER SYSTEM DESIGN NOTE,
SERIES 1988

No. R-_____ $_____

KNOW ALL MEN BY THESE PRESENTS: That The City of Sistersville, a municipal corporation organized and existing under the laws of the State of West Virginia (the "City"), for value received, hereby promises to pay, only from the special funds provided therefor, as hereinafter set forth to _____, or registered assigns (the "Payee"), on the ____ day of _____, 19__, the sum of _____ Dollars ($_____). Interest on said sums advanced hereunder is payable from the date hereof at the rate of ____ percent (_____%) per annum _____, on _____, also from said special funds. The principal of this Design Note is payable in any coin or currency which on the date of payment thereof is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of _____, as Paying Agent. The interest on this Design Note is payable by check or draft mailed to the registered owner hereof at the address as it appears on the books of _____, as Design Notes Registrar, on the fifteenth day of the month preceding an interest payment date [or by such other lawful method as is acceptable to the Payee].

This Design Note is subject to redemption prior to its stated date of maturity as follows:

This Design Note is one of an issue of Design Notes (the "Design Notes") in the aggregate principal amount of $____, issued to finance temporarily the cost of designing certain extensions, improvements and betterments to the existing sanitary sewerage system of the City (the "Project") (the existing sanitary sewerage system of the City, together with the Project and any further extensions, improvements, or betterments thereto, is hereinafter referred to as the "System"), pending the receipt of the design portion of the proceeds of a Step II/III Grant from the United States Environmental Protection Agency (the "Grant Receipts") and the issuance of certain Sewer Revenue Bonds (the "Bonds"), all under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13, of the Code of West Virginia, 1931, as amended (the "Act"), and an ordinance duly enacted by the Council of the City on the _____ day

of _____, 1988, and supplemented thereby on the _____ day of _____, 19__ (the "Ordinance"), and is subject to all the terms and conditions of said Ordinance.

The principal of and interest on the Design Notes are payable from, and secured by a lien on, the Grant Receipts, the net proceeds of the Bonds and the net revenues to be derived from the operation of the System.

This Design Note does not constitute a corporate indebtedness of the City within the meaning of any constitutional, statutory or charter provisions or limitations, nor shall the City be obligated to pay the same or the interest hereon except from the sources set forth above. Under the Ordinance, the City has entered into certain covenants with the Payee, for the terms of which reference is made to said Ordinance. Remedies provided the Payee are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

Subject to the requirements for transfer set forth below, this Design Note is, and has all the qualities and incidents of, a negotiable instrument under the Uniform Commercial Code of the State of West Virginia. This Design Note is transferable, as provided in the Ordinance, only upon the books of the Design Notes Registrar by the registered owner hereof in person or by its attorney duly authorized in writing, upon surrender hereof, together with a written instrument of transfer satisfactory to said Design Notes Registrar duly executed by the registered owner or its duly authorized attorney. Upon transfer hereof, there shall be issued another fully registered Design Note or fully registered Design Notes of the aggregate principal amount equal to the unpaid amount hereof.

Notwithstanding any provision of this Design Note to the contrary, this Design Note shall evidence only the indebtedness reflected on the Record of Advances and Payments attached hereto, and interest shall accrue only on the amount of each advance from its actual date as hereinafter listed.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in issuance of this Design Note exist, have happened and have been performed in due time, form and manner as required by law, and that the Design Notes, together with all other obligations of the City, do not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that the Grant Receipts and net proceeds of the Bonds have been pledged to and will be set aside into a special fund by the City for, and will be sufficient for, the prompt payment of the principal of and interest on said Design Notes.

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

IN WITNESS WHEREOF, The City of Sistersville, West Virginia, has caused this Design Note to be signed by its Mayor and its corporate seal to be hereunto impressed and attested by its Clerk, all as of the _____ day of _____, 1988.

_____
Mayor

[Seal]

Attest:

_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Design Note is one of the Sewer System Design Notes, Series 1988, described in the within-mentioned Ordinance and has been duly registered in the name of the registered owner set forth above on the date set forth below.

Date: _____

_____
as Registrar

By _____
Its Authorized Officer

[RECORD OF ADVANCES AND PAYMENTS]

Advances

Date	Amount	Authorized Officer

Principal Installments on Which
Payments Have Been Made Prior to Maturity

Principal Due Date	Principal Amount	Principal Payment	Balance	Date Paid	Authorized Officer and Title
	$	$	$		

[Form of Assignment]

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

_____

the within Design Note, and does hereby irrevocably constitute and appoint _____, attorney to transfer said Design Note on the books kept for the registration of the within Design Note of said City with full power of substitution in the premises.

DATED: _____

_____

IN THE PRESENCE OF: _____

Section 3.07. Sale of Design Notes. The Design Notes shall be sold to the Original Design Notes Purchaser contemporaneously with, or as soon as practicable and authorized and permitted by applicable law after, adoption of the Supplemental Resolution; provided, that such Original Design Notes Purchaser and the City shall have agreed to the purchase thereof.

Section 3.08. Design Notes Proceeds Fund. There is hereby created and established with the Depository Bank a special fund, entitled "Design Notes Proceeds Fund," which shall be kept separate and apart from all other funds of the City and the Depository Bank. All proceeds received from the sale of the Design Notes shall be deposited in the Design Notes Proceeds Fund. The City shall request proceeds of the Design Notes as needed by the City to pay the costs of design of the Project or costs incidental to the issuance of the Design Notes, and such proceeds shall be credited by the Original Design Notes Purchaser to the Design Notes Proceeds Fund. Moneys shall be withdrawn from the Design Notes Proceeds Fund only upon resolution of the Sanitary Board and only to pay the costs of design of the Project and costs incidental to the issuance of the Design Notes.

After payment of all costs of the design of the Project, as certified by the Consulting Engineers, and costs incidental to the issuance of the Design Notes, any moneys remaining in the Design Notes Proceeds Fund shall be transferred to the Design Notes Payment Fund, or if no Design Notes are then Outstanding to the Sinking Fund and then to the Supplemental Sinking Fund, or if no Bonds are then Outstanding may be withdrawn by the City and used for any lawful purpose of the System.

Section 3.09. Design Notes Payment Fund. There is hereby created and established with the Depository Bank a special fund, entitled "Design Notes Payment Fund." The Depository Bank shall segregate all funds and securities in the Design Notes Payment Fund from other deposits and funds of the Depository Bank and other deposits and funds of the City, including the Design Notes Proceeds Fund. All moneys in the Design Notes Payment Fund, until payment in full of all principal and interest owing on the Design Notes at their maturity, shall be held in trust for the Registered Owners of the Design Notes, and the City shall have no rights with respect thereto except to receive the balance therein after payment of the Design Notes and the interest thereon and the charges, if any, of the Depository Bank and the Paying Agent.

So long as any of the Design Notes is Outstanding, all EPA Grant Receipts received by the City shall be deposited upon receipt in the Design Notes Payment Fund. Upon the issuance of the Original Bonds, the amount of the net proceeds of the

Original Bonds required, together with any funds already on deposit therein, to pay in full the principal of and interest on the Design Notes shall be deposited in the Design Notes Payment Fund.

If the City's funds are insufficient to pay the principal of and interest on the Design Notes, the City shall on the first day of each month following such determination deposit the Net Revenues of the System in the Design Note Payment Fund until the Design Notes are paid in full.

Amounts held in the Design Notes Payment Fund shall be applied to the payment of principal of and interest on the Design Notes and used for no other purpose. Pending such application, moneys in the Design Note Payment Fund shall be invested and reinvested in accordance with Article XI hereof.

Any moneys remaining in the Design Notes Payment Fund after the payment of the Design Notes in full shall be applied to costs of acquisition and construction of the Project.

Section 3.10. Security for the Design Notes. The principal of and interest on the Design Notes shall be payable in the first instance from the EPA Grant Receipts and the net proceeds of the Original Bonds and, to the extent not so paid, shall also be payable from the Net Revenues derived from the operation of the System.

Section 3.11. Design Notes Are Special Obligations. The Design Notes shall be special obligations of the City, payable as to principal and interest solely from said sources described in Section 3.10 above. The Design Notes do not and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory provisions. The general funds of the City are not liable, and neither the full faith and credit nor the taxing power of the City is pledged, for the payment of the Design Notes. The Registered Owners of the Design Notes shall never have the right to compel the forfeiture of any property of the City. The Design Notes shall not be a debt of the City, nor a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or upon any of its income, receipts or revenues except the EPA Grant Receipts, the net proceeds of the Original Bonds and other funds pledged therefor by this Ordinance.

Notwithstanding anything in this Ordinance, the City shall not be required to advance any money derived from any source of income other than the EPA Grant Receipts, the net proceeds of the Original Bonds and other funds pledged by this Ordinance for the payment of the principal of or interest on the Design Notes or for the performance of any of its duties under this Ordinance. The City may, however, advance funds for

any such purpose, provided that such funds are derived from a source legally available for such purpose and may be used by the City for such purpose without incurring indebtedness.

Section 3.12. Failure to Issue Original Bonds. In the event the Project has been duly authorized as required by Section 2.02 hereof and the Original Bonds Purchaser does not purchase the Original Bonds on or prior to the maturity date of the Design Notes, the City covenants and agrees to issue and sell its Original Bonds in an amount sufficient to pay the principal of and interest on the Design Notes as they mature to another original purchaser. In lieu of issuing and selling such Original Bonds, the City may issue and sell sewer system refunding notes as needed to pay the maturing principal of and interest on the Design Notes. The terms of such Original Bonds not sold to the Original Bonds Purchaser or such sewer system refunding notes shall be determined by a Supplemental Resolution.

Section 3.13 Prohibition of Other Debt. So long as any of the Design Notes is outstanding no bonds, notes or other evidences of indebtedness shall be issued by the City in anticipation of any EPA Grant Receipts or any proceeds of the Original Bonds or for the payment of which any EPA Grant Receipts or any proceeds of the Original Bonds are pledged or otherwise made available.

Section 3.14. Covenants with Registered Owners of Design Notes. In order to secure the payment of the Design Notes, the City hereby particularly covenants and agrees with the Registered Owners of the Design Notes, and makes provisions which shall be a part of the contract with such Registered Owners, that the City, if and so long as any of the Design Notes is Outstanding and unpaid:

A. Will proceed with all practicable dispatch to cause to be prepared plans and specifications for the Project acceptable to the EPA;

B. Will not make or cause or permit to be made any application of the proceeds of the Design Notes or of any moneys held in the Design Notes Payment Fund or the Design Notes Proceeds Fund except in accordance with the provisions of this Article III;

C. Will comply in all respects with the terms and provisions of the EPA Grant Agreement and with all applicable State and federal laws and regulations governing the implementation of the EPA Grant Agreement;

D. Will impose and collect rates and charges for the use and service of the System in accordance with the requirements of this Ordinance;

E. Will take all actions necessary to preserve its right to receive reimbursements under the EPA Grant Agreement;

F. Will apply the proceeds of the Original Bonds in accordance with the provisions hereof;

G. Will promptly request any reimbursement to which it has become entitled under the EPA Grant Agreement;

H. Will promptly deposit all EPA Grant Receipts in the Design Notes Payment Fund; and

I. Will not unilaterally terminate, or enter into any agreement to terminate, the EPA Grant Agreement.

Section 3.15. Required Notices to Depository Bank and Registered Owners of Design Notes. The City will give to the Depository Bank and to any Registered Owner of the Design Notes prompt written notice, appropriately documented, of any change in the status of the EPA Grant and of any authorization of additional indebtedness of the City, and particularly of any of the following events:

A. Any modification of the EPA Grant;

B. The suspension of the EPA Grant;

C. The lifting or cancellation of the suspension of the EPA Grant;

D. The termination of the EPA Grant;

E. The annulment of the EPA Grant;

F. The authorization of the City of any additional indebtedness related to the System.

Whenever the Depository Bank shall have received notice that the EPA Grant Agreement has been suspended or a stop-work order has been issued, no further requests for Design Note proceeds may be made and no further withdrawals shall be made from the Design Note Proceeds Fund until the Depository Bank shall have received notice of the lifting of such suspension.

ARTICLE IV

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

Section 4.01. Authorization of the Original Bonds. For the purposes of refunding the Design Notes, paying the costs, not otherwise provided, of acquisition and construction of the Project, of paying certain costs of issuance and related costs, and, if authorized by Supplemental Resolution, of funding the Reserve Account and the Supplemental Reserve Account or for providing for the interest during construction or both, and for such other purposes set forth in the Supplemental Resolution, there shall be issued the Original Bonds of the City. Original Bonds shall be issued contemporaneously with or prior to any issuance of the Notes. The proceeds of the Original Bonds shall be applied as provided in Section 6.01.

Section 4.02. Terms of Original Bonds. The Original Primary Bonds shall be originally issued in the form of a single bond, designated Sewer Revenue Bond No. R-1, fully registered to the Original Bonds Purchaser, in the principal amount of not more than $1,300,000 as shall be set forth in the Supplemental Resolution. The Original Primary Bonds shall be dated the date of delivery thereof; shall be designated as to series; shall bear interest at the rate per annum, not to exceed the maximum legal limit; shall bear interest payable semiannually on such date; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the City shall prescribe in a Supplemental Resolution.

The Original Supplemental Bonds shall be originally issued in the form of a single bond, designated Supplemental Sewer Revenue Bond No. SR-1, fully registered to the Original Bonds Purchaser, in the principal amount of not more than $500,000 as shall be set forth in the Supplemental Resolution. The Original Supplemental Bonds shall be dated the date of delivery thereof; shall be designated as to series; shall bear interest, if any, at the rate per annum, not to exceed the maximum legal limit; shall bear interest, if any, payable semiannually on such date; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the City shall prescribe in a Supplemental Resolution.

The Bonds shall payable as to both principal and interest, if any, at the office of the Paying Agent in any coin or currency which on the respective date of payment of principal and interest, 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 that appears on the books of the Bond Registrar, or by such other lawful method as is acceptable to the Original Bonds Purchaser.

Bonds shall be exchangeable at the option and expense of the Registered Owner for other fully registered Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Original Bonds Purchaser shall not be obligated to pay any expenses of such exchange.

Subsequent series of Bonds may be issued within the terms and restrictions hereinafter set forth as provided by a Supplemental Resolution and by the terms of the Authority Loan Agreements.

Section 4.03 Additional Terms of Bonds. In addition to the terms set forth in Sections 4.01 and 4.02 hereof, and in anticipation of the sale of the Original Bonds to the Original Bonds Purchaser, the City covenants that the Original Bonds shall comply in all respects with the provisions of the Authority Loan Agreements, and of any resolution of the Original Bonds Purchaser authorizing the issuance of bonds pursuant to the Program.

Section 4.04 Execution of the Bonds. The Bonds shall be executed in the name of the City by the manual or facsimile signature of its Mayor, and the seal of the City shall be impressed thereon and attested by the manual or facsimile signature of the City Clerk. In case any one or more of the officers who shall have signed or sealed the Bonds shall cease to be such officer of the City 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 Bond may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Bond shall hold the proper office in the City, although at the date of such Bond such person may not have held such office or may not have been so authorized.

Section 4.05. Authentication and Registration. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Ordinance unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 4.09, 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 Ordinance. 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 4.06. Negotiability, Transfer and Registration. Subject to the provisions for transfer or 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, and each successive Registered Owner, in accepting any of said Bond, 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, and each successive Registered Owner 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 Bond Registrar shall keep and maintain books for the registration and transfer of the Bonds.

The Bonds shall be transferable only upon the Bond Register by the Registered Owner thereof in person or by its attorney or legal representative 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 such duly authorized attorney or legal representative.

In all cases in which the privilege of exchanging Bonds or transferring the Bonds is exercised, Bonds shall be delivered in accordance with the provisions of this Ordinance. All Bonds surrendered in any such exchanges or transfer 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 said Bond Registrar incurred in connection therewith, which changes and expenses for any Bonds owned by the Original Bonds Purchaser, in the event of partial redemption of any bond or connection with the first transfer with any bond from the Original Bonds Purchaser thereof shall be paid the City and, otherwise shall be paid by the Registered Owner requesting such transfer or exchange. The Bond Registrar shall not be obligated to make any such change or transfer of Bonds during the period beginning with the fifteenth day of the month preceding an interest payment date and ending on the date or, in a case of any partial redemption of Bonds during the fifteen days next preceding the date of the selection of Bonds to be redeemed.

Section 4.07. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the City may, in the discretion of the Council, issue, and the Bond Register shall authenticate and deliver a new Bond or Bonds of like tenor as the Bond or Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond or Bonds, upon surrender and cancellation of such mutilated Bond or Bonds, or in lieu of and substitution for the Bond or Bonds destroyed, stolen or lost, and upon the Registered Owner's furnishing the Council proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Council may prescribe and paying such expenses as the City may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the City. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the City may pay the same, upon being indemnified as aforesaid, and, if such Bond be lost, stolen, or destroyed, without surrender therefor.

Any such duplicate Bonds issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the City, whether or not the lost, stolen or destroyed Bond be at any time found by any one, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien and source of security for payment from the revenues pledged herein with all other Bonds issued hereunder.

Section 4.08. Bonds Secured by Pledge of Net Revenues; Not to be Indebtedness of the City. The payment of the debt service of all of the Primary Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Net Revenues derived from the System. The payment of the debt service of all of the Supplemental 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, subordinate and inferior to the lien on the Net Revenues in favor of the Primary Bonds. Such Net Revenues, in the amount sufficient, to pay the principal of and interest on the Bonds and to make the payments required into the Sinking Fund and the Reserve Account therein, the Renewal and Replacement Fund and the Supplemental Sinking Fund and the Supplemental Reserve Fund Account therein, all hereinafter established, are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due. The Bonds shall not, in any event, be or constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from Net Revenues and otherwise as provided herein. No Registered Owner or Owners of any of the Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay the Bonds or the interest thereon.

Section 4.09. Form of Bonds. The text of the Original Bonds shall be in substantially the following tenor, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted by this Ordinance, the Supplemental Resolution or any subsequent resolution or ordinance adopted or enacted prior to the issuance thereof:

[Form of Original Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF SISTERSVILLE
SEWER REVENUE BONDS
SERIES ____

No. R-_____ $_____

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF SISTERSVILLE, a municipal corporation organized and existing under the laws of the State of West Virginia (the "City"), 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 the first day of _____ of each year 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 as set forth on said Exhibit A.

Interest on each installment shall run from the date of this Bond and until payment of such installment, and such interest shall be payable on the 1st day of _____, and the 1st day of _____ in each year beginning _____, 19__. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of principal, 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, as Paying Agent (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 _____, West Virginia, as registrar (the "Registrar") on the 15th day of the month 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 as otherwise provided by the Loan Agreement, dated as of _____, 19__, between the City and the Authority.

This Bond is issued (1) to refund a portion of certain Sewer System Design Notes, Series 1988 (the "Design Notes"), (2) to pay costs of acquisition and construction of certain

extensions, improvements and betterments to the existing public sewerage system of the City (the "Project") (said existing system, together with the Project and any further extensions, improvements or betterments thereto, is hereinafter referred to as the "System")[; (3) to pay interest on the Bonds during and for six months after completion of the Project; (4) to fund the Reserve Account, as hereinafter defined; and (5)] (3) to pay certain issuance and related costs in connection therewith. This Bond is authorized and issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Article 13 of Chapter 16 of the Code of West Virginia, 1931, as amended (the "Act"), and an ordinance duly enacted by the Council of the City on the _____ day of _____, 1988, and supplemented thereby on the _____ day of _____, 19__ (collectively, the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance 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 Ordinance.

This Bond is payable only from and secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System[, moneys in the Reserve Account created under the Ordinance (the "Reserve Account")] and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds and other obligations 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 City within the meaning of any constitutional or statutory provisions or limitations, nor shall said City be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues[, the moneys in the Reserve Account] and unexpended Bond Proceeds. Pursuant to the Ordinance, the City has covenanted and agreed to establish and maintain just and equitable rates or charges for the use of such System and the services rendered thereby, which shall be sufficient to provide for the proper and reasonable expenses of operation, repair and maintenance of said System and to leave a balance each year equal to at least 115% of the amount required to pay the maximum amount due in any ensuing year of principal of and interest on the Bonds, on the Supplemental Bonds, as hereinafter defined, and on all obligations secured by or payable from such revenues prior to or on a parity with the Bonds and said Supplemental Bonds; provided, however, that so long as there exist in the Reserve Account sufficient moneys to pay the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, there exist in the reserve account for said Supplemental

Bonds sufficient moneys to pay the maximum amount of principal and interest, if any, which will become due on said Supplemental Bonds in the then current or any succeeding year, and the reserve accounts for any obligations prior to or on a parity with the Bonds or said Supplemental Bonds, are funded at the respective requirement therefor, such percentage may be reduced to 110%. The City has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to said Ordinance. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

This Bond is transferable, as provided in the Ordinance, only upon the books of the Registrar which shall be kept for that purpose at the office of the Registrar, by the Registered Owner or by its attorney or legal representative duly authorized in writing, upon surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney or legal representative duly authorized in writing.

Subject to registration requirements, 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.

This Bond is issued contemporaneously with the Supplemental Sewer Revenue Bonds, Series 19__, of the City (the "Supplemental Bonds"), issued in the aggregate amount of $_____, which Supplemental Bonds are junior and subordinate with respect to liens and sources of and security for payment of the Bonds of this issue.

All money received from the sale of this Bond, after reimbursement and repayment of all amounts connected with the issuance hereof, as provided by law and the Ordinance, shall be applied solely to refunding the Design Notes and to the costs of acquisition and construction of the Project, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and 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 said City, 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 of said City has been pledged to and

will be set aside into said special fund by said City for the prompt payment of the principal of and interest on this Bond.

All provisions of the Ordinance, 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 SISTERSVILLE has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto impressed and attested by its Clerk, all as of the _____ day of _____, 19__.

_____
Mayor

[SEAL]

ATTEST:

_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Sewer Revenue Bonds, Series 19 _, described in the within-mentioned Ordinance and has been duly registered in the name of the registered owner set forth above on the date set forth below.

Date: _____

_____
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 said Bond on the books kept for registration of the within Bond of said City with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

[FORM OF THE SUPPLEMENTAL BOND]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF SISTERSVILLE
SUPPLEMENTAL SEWER REVENUE BOND,
SERIES ____

No. SR-_____ $_____

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF SISTERSVILLE, a municipal corporation of the State of West Virginia, in Tyler County of said State, (the "City"), 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 _____ of each year as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of principal, 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, as paying agent (the "Paying Agent"). This Bond bears no interest.

This Bond may be redeemed prior to its stated date of maturity in whole or in part at any time, but only with the express written consent of the Authority and as otherwise provided by the Supplemental Loan Agreement, dated as of _____, 19__, between the City and the Authority.

This Bond is issued (1) to refund a portion of certain Sewer System Design Notes, Series 1988 (the "Design Notes"), (2) to pay costs of acquisition and construction of certain extensions, improvements and betterments to the existing public sewerage system of the City (the "Project") (said existing system, together with the Project and any further extensions, improvements or betterments thereto, is hereinafter referred to as the "System")[; (3) to fund the Supplemental Reserve Account, as hereinafter defined, and (4)] (3) to pay certain costs of issuance hereof and related costs. This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 of the West Virginia Code of 1931, as amended (the "Act"), an Ordinance duly enacted by the City on the ____ day of _____, 1988, and supplemented thereby on the _____ day of _____, 19__, (collectively, the "Ordinance"), and is subject to all the

terms and conditions thereof. The Ordinance 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 Ordinance.

This Bond is issued contemporaneously with the Sewer Revenue Bonds, Series ___ of the City (the "Primary Bonds") issued in the aggregate principal amount of $_____, which Primary Bonds rank prior with respect to liens and sources of and security for payment to the Bonds of this issue.

This Bond is payable only from and secured by a lien, subordinate only to the Primary Bonds on the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System[, moneys in the Supplemental Reserve Account created under the Ordinance (the "Supplemental 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 City within the meaning of any constitutional or statutory provisions or limitations, nor shall the City be obligated to pay the same except from said special fund provided from the Net Revenues[, the moneys in the Supplemental Reserve Account] and unexpended Bond proceeds. Pursuant to the Ordinance, the City 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 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 amount required to pay the maximum amount due in any year of principal of and interest on the Bonds, the Primary Bonds and all other obligations secured by or payable from the revenues of the System prior to or on a parity with the Bonds and the Primary Bonds, provided however, that so long as there exists in the Supplemental Reserve Account and in the reserve account for the Primary Bonds amounts at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds and on the Primary Bonds, respectively, in any year, and the reserve accounts for any such obligations prior to or on a parity with the Bonds or the Primary Bonds, are funded at the respective requirement therefor, such percentage may be reduced to 110%. The City has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Ordinance. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

This Bond is transferable, as provided in the Ordinance, only upon the books of _____, _____,

West Virginia, as registrar (the "Registrar"), kept for that purpose at the office of the Registrar by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its attorney or legal representative duly authorized in writing.

Subject to the registration requirements, 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 payment of the Design Notes and 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 Project described in the Ordinance, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owner of this Bond; provided that such lien on moneys deposited in the Bond Construction Trust Fund created by the Ordinance shall be subordinate to that of the Primary 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 City, 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 City for the prompt payment of the principal this Bond.

All provisions of the Ordinance, 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 SISTERSVILLE has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk, and has caused this Bond to be dated _____, 19__.

[SEAL]

_____
Mayor

ATTEST:

_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Supplemental Sewer Revenue Bonds, Series ___ described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner set forth above.

Date: _____

_____ _____
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 said Bond on the books kept for registration of the within Bond of said City with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

Section 4.10. Sale of the Original Bonds. The Original Bonds shall be sold to the Original Bond Purchaser pursuant to the terms and conditions of the Authority Loan Agreements; provided, that the City shall satisfy certain legal and other requirements of the Program; and provided further, that the form and execution of the Authority Loan Agreements shall be approved by the Supplemental Resolution. The provisions of the Authority Loan Agreements are specifically incorporated in this Ordinance.

ARTICLE V

SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts with Depository Bank. The following special funds or accounts are created with and shall be held by, the Depository Bank:

(1) Revenue Fund;

(2) Renewal and Replacement Fund; and

(3) 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) Sinking Fund; and

(a) Within the Sinking Fund, the Reserve Account;

(2) Supplemental Sinking Fund; and

(a) Within the Supplemental Sinking Fund, the Supplemental 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 Ordinance and shall be kept separate and distinct from all other funds of the City and the Depository Bank and used only for the purposes and in the manner herein provided.

(1) From the Revenue Fund, the City shall first each month pay the current Operating Expenses of the System.

(2) Thereafter, from the moneys remaining in the Revenue Fund, the City shall next, on the first day of each month, commencing seven (7) months prior to the first day of payment of interest on the Primary 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 Sinking Fund, a sum equal to one-sixth (1/6) of the amount of interest which will become due on said Primary Bonds on the next ensuing semiannual interest payment date.

(3) The City shall also, on the first day of each month, commencing thirteen (13) months prior to the first date of payment of principal on the Primary Bonds, apportion and set

apart out of the Revenue Fund and remit to the Commission for deposit in the Sinking Fund, a sum equal to one-twelfth (1/12) of the amount of principal which will mature and become due on said Bonds on the next ensuing principal payment date.

(4) If the Reserve Account was not funded with proceeds of the Primary Bonds, the City shall next from the Revenue Fund on the first day of each month commencing thirteen (13) months prior to the first date of payment of the Primary Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Reserve Account, an amount equal to 1/120th of the Reserve Account Requirement; provided, that no further payment shall be made into the Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit, an amount equal to the Reserve Account Requirement. Once the Reserve Account has been funded with an amount equal to the Reserve Account Requirement the City shall next remit to the Commission for deposit in the Reserve Account an amount equal to any deficiency of the Reserve Account Requirement. Any withdrawals from the Reserve Account which result in a reduction in the balance of the Reserve Account to below the Reserve Account Requirement shall be subsequently restored from the first Net Revenues available after all required payments prescribed above have been made in full.

(5) Moneys in the Sinking Fund shall be used only for the purposes of paying principal of and interest on the Primary Bonds as the same shall become due. Moneys in the Reserve Account in the Sinking Fund shall be used only for the purpose of paying principal of or interest on the Primary Bonds, as the same shall come due, when other moneys in the Sinking Fund are insufficient therefor, and for no other purpose. All investment earnings on moneys in the Sinking Fund and the Reserve Account shall be transferred, not less than once each year to the Bond Construction Trust Fund prior to completion of the Project and thereafter to the Revenue Fund.

(6) The City shall not be required to make any further payments into the Sinking Fund or into the Reserve Account therein when the aggregate amount of funds in said Sinking Fund and said Reserve Account is at least equal to the aggregate principal amount of and interest to come due on the Primary Bonds issued pursuant to this Ordinance then Outstanding.

(7) From the moneys remaining in the Revenue Fund, the City shall next, on the first day of each month, commencing with the month succeeding the first full calendar month after completion of the Project deposit in the Renewal and Replacement Fund a sum equal to two and one-half percent (2 1/2%) of the Gross Revenues each month, exclusive of payments

for account of the Reserve Account in the Sinking Fund. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the City or of the Depository Bank and shall be invested and reinvested in accordance with Article XI hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, enlargements, emergency repairs, improvements and extensions to the System; provided, that any deficiency occurring in the Reserve Account shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

B. (1) The City shall next, on the first day of each month, commencing thirteen months prior to the first date of payment of principal on the Supplemental Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for the deposit in the Supplemental Sinking Fund, the sum equal to 1/12 of the amount of principal which will mature and become due on said Supplemental Bonds on the ensuing principal payment date.

(2) If the Supplemental Reserve Account was not funded with the proceeds of the Supplemental Bonds, the City shall next from the Revenue Fund, on the first day of each month commencing thirteen months prior to the first date of payment of Supplemental Bonds, remit to the Commission for deposit in the Supplemental Reserve Account an amount equal to 1/120th of the Supplemental Reserve Requirement; provided, that no further payment shall be made into the Supplemental Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Supplemental Reserve Requirement. Once the Supplemental Reserve Account has been funded at the Supplemental Reserve Requirement, the City shall next remit to the Commission for deposit in the Supplemental Reserve Account an amount equal to any deficiency in the Supplemental Reserve Requirement. Any withdraws from Supplemental Reserve Account which result in the reduction of the balance of the Supplemental Reserve Account to below the Supplemental Reserve Requirement shall be subsequently restored from the Net Revenues available after all required payments prescribed above have been made in full.

(3) Moneys in the Supplemental Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Supplemental Bonds as the same shall become due. Moneys in the Supplemental Reserve Account and the Supplemental Sinking Fund shall be used only for the purpose of paying principal of or interest, if any, on the Supplemental Bonds, as the same shall become due, when other moneys in the Supplemental Sinking Fund are insufficient therefor, and for no other purpose. All investment earnings on moneys in the Supplemental Sinking Fund and the Supplemental Reserve Account shall be transferred, not less than once each year, to the Bond Construction Trust Fund prior to completion of the Project and thereafter to the Revenue Fund.

C. (1) As and when additional Bonds ranking on a parity with the Bonds are issued, provision shall be made for additional payments in said Sinking Fund or Supplemental 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 Reserve Account or Supplemental Reserve Account in an amount equal to the respective Reserve Requirement.

(2) The Commission is hereby designated as the fiscal agent for the administration of the Sinking Fund and the Supplemental Sinking Fund created hereunder, and all amounts required for said Sinking Fund and the Supplemental Sinking Fund shall be remitted to the Commission from the Revenue Fund by the City at the times provided herein.

(3) The payments into the Sinking Fund and the Supplemental Sinking Fund 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 Ordinance.

D. 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 amount required to be so transferred and retained and paid into the Sinking Fund, including the Reserve Account therein, the Supplemental Sinking Fund, including the Supplemental Reserve Account therein, and the Renewal and Replacement Fund during the following month or such longer period shall be required by the Act, such excess shall be considered as surplus revenues and may be used for any lawful purpose of the System, including a pledge to and payment of the Notes, if any.

E. The City shall remit from the Revenue Fund to the Commission, the applicable registrars, depository banks or paying agents, on such dates as the Commission, the applicable registrars, depository banks or the paying agents, as the case may be, shall require, such additional sums as shall be necessary to pay the depository banks' charges, the registrars' fees and the paying agents' fees then due.

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

G. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates.

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

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

ARTICLE VI

APPLICATION OF BOND PROCEEDS

Section 6.01. Application of Original Bond Proceeds. From the moneys received from time to time from the sale of any or all of the Original Bonds, the following amounts shall be deposited as set forth below:

A. If required by the Supplemental Resolution the amount of the proceeds which shall be at least sufficient to pay interest on the Original Primary Bonds for the period specified in the Supplemental Resolution shall be deposited in the Sinking Fund with the Commission; provided, that such period may not extend beyond the date which is (6) six months after the estimated date of completion of construction of the Project.

B. The sum required, when added to other moneys on deposit therein, to pay the principal and interest on the Design Notes in full shall be deposited in the Design Notes Payment Fund.

C. If required by the Supplemental Resolution, the amount of the proceeds which shall be at least sufficient to fund the Reserve Account Requirement or the Supplemental Reserve Requirement shall be deposited in the Reserve Account and the Supplemental Reserve Account, respectively, with the Commission; provided, that such amounts shall not exceed in aggregate ten percent (10%) of the proceeds of the Original Bonds.

D. The remaining monies derived from the sale of the Original Bonds shall be deposited by the City in the Bond Construction Trust Fund and applied to the Costs of the Project, including but not limited to payment of the cost of issuance.

Section 6.02. Bond Construction Trust Fund.

The Bond Construction Trust Fund shall be kept separate and apart from all other funds of the City and used and applied by the City solely for the payment of the Costs of Project which include but are not limited to the cost of the issuance of the Original Bonds as well as construction of the Project, as more fully set forth in Section 1.03(H), and for no other purposes whatsoever. Unless invested in Qualified Investments, the moneys in said fund shall be secured at all times by the deposit in such bank, as security, of direct obligations of the United States of America having a fair market value at least equal to the balance in said fund in

excess of the amount insured by the FDIC. Any moneys not needed immediately for said purposes shall be invested in Qualified Investments having maturities so as to enable the moneys to be available as deemed necessary by the Consulting Engineers and otherwise in accordance Article XI hereof. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to, such purposes, then such unapplied proceeds, unless otherwise provided for in the Authority Loan Agreements, (i) may be used for other capital construction or acquisition needs of the System during the period of three years of the issuance of the Bonds; (ii) thereafter, shall be used to make up any deficiency in the Reserve Account or the Supplemental Reserve Account or to fund the Reserve Account at the respective requirements therefor; and (iii) if the reserve accounts are fully funded and no deficiencies exist, shall be deposited by the City in escrow with an escrow trustee and used to redeem Original Bonds at the first redemption date and, prior to, to pay a proportion amount of the principal of the Original Bonds by depositing into Sinking Fund and the Supplemental Sinking Fund, respectively, an amount which bears the same ratio to the principal coming due in that year as the excess proceeds bore to the initial aggregate principal amount of the Original Primary Bonds and the Original Supplemental Bonds, as the case may be. All such proceeds shall constitute a trust fund for such purposes, and there is hereby created a lien upon such moneys until so applied in favor of the Owners of the Original Bonds; provided, that the lien in favor of the registered owners of the Original Primary Bonds shall be prior to the lien in favor of the registered owners of the Original Supplemental Bonds.

Expenditures or disbursements by the Depository Bank from said Bond Construction Trust Fund, except for legal, fiscal and engineering expenses and expenses in connection with the issuance and sale of the Bonds and repayment to the Authority of any Step I or Step II loans, shall be made only after such expenditures or disbursements shall have been approved in writing by the Sanitary Board and the Consulting Engineers.

ARTICLE VII

NOTES

Section 7.01. Authorization and General Terms. To the extent practicable and in order to pay certain Costs of Project pending receipt of the Grant Receipts, the City may issue and sell its Notes in the aggregate principal amount of not to exceed $2,500,000. 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 and the Supplemental Resolution.

Section 7.02. Terms of and Security for Notes; Trust Indenture. The Notes shall be issued in such form, in such denominations, with such terms and secured in the manner set forth in the Indenture to be approved by a Supplemental Resolution.

Section 7.03. Notes are Special Obligations. The Notes shall be special obligations of the City payable as to principal and interest solely from the respective sources described in the Indenture. The Notes do not and shall not constitute a corporate indebtedness of the City within the meaning of the constitutional or statutory provisions or limitations. The general funds of the City are not liable, and neither the full faith and credit nor the taxing power of the City is pledged for the payment of the Notes. The Registered Owners shall never have the right to compel the forfeiture of any property of the City. The Notes shall not be a debt of the City, nor a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or upon any of its income, receipts or revenues except as set forth in the Supplemental Resolution, including in the Indenture.

Section 7.04. Letters of Credit. As additional security for the Notes, the City 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 $1,000,000 in the aggregate. In the event of a draw under any such letter of credit, the City shall issue its refunding notes to the bank issuing such letter of credit. Any such letter of credit shall be authorized and shall have such terms as shall be set forth in the Supplemental Resolution.

ARTICLE VIII

LINE OF CREDIT

Section 8.01. Authorization of Line of Credit. As an alternative method of providing funds for the acquisition and construction of the Project to the extent Grant Receipts and other funds are not available therefor, the Mayor of the City is hereby authorized to arrange for a Line of Credit in an amount not to exceed $2,500,000. The amount and terms of the Line of Credit may be approved by a resolution supplemental hereto.

Section 8.02. Authorization of Credit Line Note. For the purpose of evidencing any draw upon the Line of Credit and thus, of financing a portion of the cost of acquisition and construction of the Project, there may be issued the Credit Line Note of the City in an amount and upon such terms as set forth in a resolution supplemental hereto. The Credit Line Note may be issued in single, fully registered form and dated as of the date of delivery thereof. There shall be attached to the Credit Line Note a Record of Advances and Payments, upon which the date and principal amount of any draw upon the Line of Credit, the date and amount of any payment of principal of the Credit Line Note and the amount of the Credit Line Note outstanding after either of said transactions shall be recorded. Anything to the contrary herein, in the Line of Credit Agreement or therein notwithstanding, the Credit Line Note shall evidence only the outstanding indebtedness recorded on the Record of Advances and Payments attached thereto, and interest shall accrue only on the amount if each advance from the actual date thereof as listed on said Record of Advances and Payments. Each such advance shall bear interest, payable at such times and at a rate set forth in a supplemental resolution, but not to exceed the then legally permissible limit. Interest shall cease to accrue on the amount of the Credit Line Note outstanding, or portions thereof, as the same are paid, as reflected by said Record of Advances and Payments. The Credit Line Note shall mature not more than thirty (30) months from the date thereof. The Credit Line Note shall be subject to such further terms as shall be provided by the Line of Credit Agreement. Notwithstanding the foregoing, the terms of the Credit Line Note, other than the principal amount thereof, may be modified by resolution supplemental and amendatory hereto, subject to the limits of the Act.

The Credit Line Note shall be payable as to principal upon surrender at the principal office of the Notes Registrar, in any coin or currency which on the date of payment of principal is legal tender for the payment of public and private debts under the laws of the United States of America; provided, that any partial payment or principal prior to the final

maturity of the Credit Line Note shall be recorded on the Record of Advances and Payments attached to the Credit Line Note, and the Credit Line Note shall be returned to the Registered Owner. Interest on the Credit Line Note shall be paid by check or draft mailed to the Registered Owner thereof at the address as it appears on the books of said Notes Registrar; provided, that, at the option of the Registered Owner, such payment may be made by wire transfer or such other lawful method as shall be mutually agreeable.

Section 8.03. Execution of Credit Line Note. The Credit Line Note shall be executed in the name of the City by the signature of its Mayor, and the seal of the City shall be impressed thereon and attested by the signature of the City Clerk. Any Credit Line Note may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Credit Line Note shall hold the proper office of the City, although at the date of such Credit Line Note such person may not have held such office or may not have been so authorized.

Section 8.04. Negotiability, Transfer and Registration. Subject to the restrictions on transfer set forth below, the Credit Line Note shall be and have all of the qualities and incidents of a negotiable instrument under the Uniform Commercial Code of the State, and each successive Registered Owner, in accepting the Credit Line Note, shall be conclusively deemed to have agreed that said Credit Line Note shall be incontestable in the hands of a bona fide holder for value.

So long as the Credit Line Note or any portion thereof remains Outstanding, the Notes Registrar shall keep and maintain books for the registration and transfer of the Credit Line Note. The Credit Line Note shall be transferable only upon the books of the Notes Registrar which shall be kept for that purpose at the office of the Notes Registrar (and in such capacity as paying agent) by the Registered Owner thereof in person or by its attorney duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Notes Registrar duly executed by the Registered Owner or its duly authorized attorney. Upon the transfer of the Credit Line Note, there shall be issued at the option of the Registered Owner or the transferee another Credit Line Note or Notes of the aggregate stated principal amount equal to the stated principal amount of such transferred Credit Line Note not paid as reflected on the Record of Advances and Payments attached thereto and outstanding in the aggregate principal amount equal to the advanced but unpaid amount of the transferred Credit Line Note as reflected on the Record of Advances and Payments attached thereto.

In all cases in which the privilege of transferring the Credit Line Note is exercised, Credit Line Notes shall only

be issued in accordance with the provisions of this Ordinance and the Supplemental Resolution. All Credit Line Notes surrendered in any such transfers shall forthwith be cancelled by the Notes Registrar. For every such transfer of Credit Line Notes, the Notes Registrar may make a change sufficient to reimburse its office for any tax, fee or other governmental charge required to be paid with respect to such transfer and the cost of preparing each Credit Line Note upon each transfer, and any other expenses of the Notes Registrar incurred in connection therewith, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. The Notes Registrar shall not be obligated to make any such transfer of Credit Line Notes during the ten (10) days preceding an interest payment date on the Credit Line Notes or after notice of any prepayment of the Credit Line Notes have been given.

Section 8.05. Form of Credit Line Note and Line of Credit Agreement. The text of the Credit Line Note and the Line of Credit Agreement shall be in substantially the form set forth in the Supplemental Resolution. The Line of Credit Agreement shall be executed on behalf of the City by the Mayor. The Credit Line Note shall not become valid until manually authenticated and registered by the Notes Registrar.

ARTICLE IX

ADDITIONAL COVENANTS OF THE CITY

Section 9.01. General Covenants of the City. All the covenants, agreements and provisions of this Ordinance shall be and constitute valid and legally binding covenants of the City and shall be enforceable in any court of competent jurisdiction by any Registered Owner or Registered Owners of the Original Bonds, Notes and Design Notes. In addition to the other covenants, agreements and provisions of this Ordinance, the City hereby covenants and agrees with the Registered Owners of the Bonds as hereinafter provided in this Article IX. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Bonds or the interest thereon is Outstanding and unpaid.

Until the payment in full of the principal of and interest on the Design Notes or the Notes when due, the covenants, agreements and provisions contained in this Ordinance shall, where applicable, inure to the benefit of the Registered Owners of the Design Notes or the Notes and constitute valid and legally binding covenants of the City, enforceable in any court of competent jurisdiction by any Registered Owner or Registered Owners of said Design Notes or Notes.

Section 9.02. Bonds, Design Notes and Notes Not To Be Indebtedness of the City. The Bonds, Notes and the Design Notes shall not be nor constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the Net Revenues of the System, as herein provided or from the Grant Receipts, as herein provided, or from the net proceeds of the Original Bonds, as herein provided. No Registered Owner or Registered Owners of any Bonds, Design Notes or Notes issued hereunder shall ever have the right to compel the exercise of the taxing power of the City to pay said Bonds, Design Notes or Notes or the interest thereon.

Section 9.03. Bonds and Design Notes Secured by Pledge of Net Revenues. The payment of the Design Notes shall be secured by a first lien on the Net Revenues levied from the operation of the System until such Design Notes are paid with the proceeds of the Original Bonds. The payment of the debt service of all of the Primary 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. The payment of the debt service of the Supplemental Bonds issued hereunder shall be secured forthwith equally and ratably by a lien on the Net Revenues derived from the operation of the System, on a basis junior and subordinate to the Primary Bonds. The Net Revenues derived from the System, in an amount

sufficient to pay the principal of and interest on the Bonds herein authorized, and to make the payments into the Sinking Fund and the Supplemental Sinking Fund, including the Reserve Accounts therein and all other payments provided for in this Ordinance, are hereby irrevocably pledged in the manner provided in this Ordinance, to the payment of the principal of and interest on the Bonds herein authorized as the same become due, and for the other purposes provided in this Ordinance.

Section 9.04. Rates. Prior to the issuance of the Original Bonds, equitable rates or charges for the use of and service rendered by the System will be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file in the office of the Clerk, each of which copies will be open to inspection by all interested parties. The rates and charges shall be effective as prescribed by the rules and regulations of the PSC. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay the Operating Expenses of the System and to make the prescribed payments into the funds and accounts 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 City hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient (i) to provide for all reasonable 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 to pay the principal of and interest on the Original Bonds and all other obligations secured by or payable from the revenues of the System prior to or on a parity with the Original Bonds; provided, however, in the event that an amount at least equal to or in excess of the Reserve Account Requirement is on deposit in the Reserve Account, an amount at least equal to the Supplemental Reserve Requirement is on deposit in the Supplemental Reserve Account and any reserve account for any such prior or parity obligations is 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 Original Bonds and any such prior or parity obligations.

Section 9.05. Completion, Operation and Maintenance. The City will expeditiously complete the Project in accordance with the plans and specifications prepared by the Consulting Engineers and will maintain the System in good condition and will operate the same as a revenue-producing enterprise in an efficient and economical manner, making such expenditures for

equipment and for renewal, repair and replacement as may be proper for the economical operation and maintenance thereof from the revenues of the System in the manner provided in this Ordinance.

Section 9.06. Sale of the System. The System may be sold, mortgaged, leased, or otherwise disposed of only as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient fully to pay or redeem at or prior to maturity all the Design Notes or Bonds Outstanding. The proceeds from such sale, mortgage, lease or other disposition of the System shall immediately be remitted in the case of the Design Notes to the Registered Owner of the Design Notes or in the case of the Bonds to the Commission for deposit in the Sinking Fund and the Supplemental Sinking Fund, and the City shall direct the Commission to apply such proceeds to the payment of principal and any interest at maturity of the Bonds about to mature and to the redemption prior to maturity, at the earliest date permitted hereby and at the redemption price, of all other Outstanding Bonds. Any balance remaining after the redemption or payment of all the Bonds and interest thereon shall be remitted to the City by the Commission unless necessary for the payment of other obligations of the City payable out of the revenues of the System.

The foregoing provision notwithstanding, the City shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor is not in excess of $10,000, the City shall first, in writing, determine that such property comprising a part of the System is longer necessary, useful or profitable in the operation thereof and the Council may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property shall be in excess of $10,000 but not in excess of $50,000, the Council shall first, in writing, determine with the written approval of the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Council may then, if it be advised, by resolution duly adopted, approve and concur in such finding and 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, in excess of $10,000 and not in excess of $50,000, shall be remitted by the City to the Commission for deposit in the Sinking Fund and the Supplemental Sinking Fund and shall be applied only to the redemption or

purchase, at prices not greater than the applicable redemption price or, if not redeemable, par, of Bonds of the last maturities then Outstanding (upon receipt of approval of the Original Bonds Purchaser, if needed) or, otherwise to the Renewal and Replacement Fund. Such payments of such proceeds in the Sinking Fund and the Supplemental Sinking Fund or the Renewal and Replacement Fund shall not reduce the amount required to be paid into said funds by other provisions of this Ordinance.

No sale, lease, or other disposition of the properties of the System shall be made by the City if the proceeds to be derived therefrom shall be in excess of $50,000 and insufficient to pay or redeem prior to maturity all the Bonds then Outstanding; provided, the prior approval and consent in writing of the Registered Owners, or their duly authorized representatives, of sixty-six and two-thirds percent (66-2/3%) in amount of the Bonds then Outstanding may be obtained for such purpose. The City shall prepare the form of such approval and consent for execution by the then Registered Owners of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 9.07. Issuance of Other Obligations Payable out of Revenues and General Covenant Against Encumbrances. The City shall not issue any other obligations whatsoever, except Parity Bonds provided for in Section 9.08 hereof, payable from the revenue 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 Parity Bonds may be issued as provided for Section 9.08. All obligations hereafter issued by the City payable from the revenues of the System, except such 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 Bonds to the extent such are Outstanding; provided, that no such subordinate obligations shall be issued unless all payments required to be made into the Reserve Account, the Supplemental Reserve Account and the Renewal and Replacement Fund at the time of the issuance of such subordinate obligations have been made and are current.

Except as provided above, the City shall not create, or cause or permit to be created any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or, except with respect to Parity Bonds, being on a parity with the respective liens of the Bonds, and the interest thereon, upon any of the income revenues of the System pledged for payment of the Bonds and the interest thereon in this Ordinance or upon the System or a new part thereof.

Section 9.08. Parity Bonds. No Parity Bonds payable out of the revenues of the System shall be issued after the issuance of any Bonds pursuant hereto, except under the conditions and in the manner herein provided. Except as expressly provided herein, no Parity Primary Bonds shall be issued so long as any Supplemental Bond remains Outstanding.

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

No Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the Clerk 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, from the System during any twelve (12) consecutive months within the eighteen (18) months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the three (3) succeeding years after the completion of the improvements to be financed by such Parity Bonds, shall not be less than one hundred and fifteen percent (115%) of the maximum debt service in any succeeding year on the following:

(A) The Bonds then Outstanding;

(B) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Ordinance then Outstanding; and

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

The "estimated average increased annual Net Revenues to be received in each of the three (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 any increase in rates enacted by the City, the time for appeal of which shall have 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 Clerk prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the twelve (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 enacted by the City, the time for appeal of which shall have expired prior to issuance of such Parity Bonds.

Not later than simultaneously with the delivery of such Parity Bonds, the City shall have entered into written contracts for the immediate acquisition or construction of such extensions, improvements and betterments to the System which are to be financed by such Parity Bonds.

All the covenants and other provisions of this Ordinance (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Owners of the Primary Bonds and the Owners of any Parity Bonds and the Owners of the Supplemental Bonds and the Parity Supplemental Bonds subsequently issued from time to time within the limitations of and in compliance with this Section. All the Primary Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their respective liens on the revenues of the System, and their respective source of and security for payment from said revenues, without preference of any Primary Bond over any other. All the Supplemental Bonds, 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 Supplemental Bond over any others. The City shall comply fully with all the increased payments into the various funds created in this Ordinance required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Ordinance.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued the lien of which on the revenues of the System is subject to the prior and superior lien of the Outstanding Primary Bonds and Supplemental Bonds on such revenues. The City 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 Bonds.

Parity Bonds shall not be issued at any time, however, unless all the payments into the respective funds and accounts provided for in this Ordinance on account of the Bonds then Outstanding, and any other payments provided for in this Ordinance, shall have been made in full as required to the date of delivery of the Parity Bonds.

Notwithstanding the foregoing, the City may issue Parity Bonds without compliance with any other conditions for the purpose of refunding prior to maturity any issues or series of the Bonds, provided that the annual debt service required on account of the refunding Bonds and the Bonds which are not refunded shall not be greater in any year in which the Bonds not refunded and the refunding Bonds are to be Outstanding than the annual debt service required in such year if the Bonds to be refunded were not so refunded.

With the written consent in advance of the Original Bonds Purchaser and anything to the contrary in Section 9.07 and in this Section 9.08 notwithstanding, Parity Bonds may be authorized and issued by the City pursuant to a Supplemental Resolution solely to complete the Project as described in the City's Program application to the Original Bonds Purchaser and in accordance with the plans and specifications, in the event that the Bonds should be insufficient, together with other funds lawfully available therefor, to pay all costs of acquisition and construction of the Project; provided, however, that, prior to the issuance of such Parity Bonds and under the provisions of this paragraph, the Consulting Engineers shall file with the Clerk a certificate to the effect that additional funds are necessary for such purpose. All such Parity Bonds and Parity Supplemental Bonds authorized and issued under the provisions of this paragraph shall be limited to the aggregate principal amount required to make up any deficiency in funds for payment of the construction costs to complete the Project, and the maturities of any such Parity Bonds and Parity Supplemental Bonds shall be in years and amounts suggested by the Original Bonds Purchaser.

As long as any Supplemental Bonds are Outstanding, the City may issue Parity Supplemental Bonds upon satisfaction of the tests set forth above and taking into consideration all debt service requirements on all bonds superior to or on a parity with the Supplemental Bonds and including the proposed Parity Supplemental Bonds.

Section 9.09. Books and Records. The City will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the City in which complete and correct entries shall be made of all transactions relating to the System, and any Registered Owner of a Bond or Bonds, of a Design Note or Design Notes or of a Note or Notes issued and authorized pursuant to this Ordinance shall have the right at all reasonable times to inspect the System and all parts thereof, and all records, accounts and data of the City relating thereto.

The accounting system for the System shall follow generally accepted accounting practices to the extent allowed by the uniform system of accounts promulgated by the PSC.

Separate control accounting records shall be maintained by the City. Subsidiary records as may be required shall be kept in the manner, on the forms, books, and other bookkeeping records as prescribed by the City. The City 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 City shall be reported to such agent of the City as the Council of the City shall direct.

The City shall file with the Consulting Engineers, the Trustee, if any, the Original Bonds Purchaser, the Design Notes Purchaser and the Notes Purchaser, and shall mail in each year to any Registered Owner of Bonds or Notes or Design 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 Ordinance and the Indenture, if any, with respect to said Bonds or Design Notes or Notes, as the case may be, and the status of all said funds and accounts.

C. A statement of all new debt issued by the City which is secured by a lien on the Net Revenues or Surplus Revenues of the System.

The City 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 the report of said Independent Certified Public Accountant upon request, to any Registered Owner or Registered Owners of the Bonds, Design Notes or Notes. The report of said audit shall include a statement that the City is in compliance with the terms and provisions of the Authority Loan Agreements and this Ordinance.

Section 9.10. Operating Budget. The City shall annually, at least forty-five (45) days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed 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 funding 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 Council shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of ten percent (10%) of the amount of such budget shall be made except upon further certificate of the Consulting Engineers that such increased expenditures are necessary for the continued operation of the System. The City shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Original Bonds Purchaser, the Trustee, if any, and to any Registered Owner of any Bond, Note or Design Note, as the case may be, who requests in writing that copies of all such budgets and resolutions be furnished him or her, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to any Registered Owner of any Bond, Note or Design Note, as the case may be, or anyone acting for and in behalf of such Registered Owner.

Section 9.11. Services Rendered to the City. The City will not render or cause to be rendered any free services of any nature by its System; and, in the event the City or any department, agency, instrumentality, officer or employee of the City 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 City and any such department, agency, instrumentality, officer or employee. Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges for service to any of its departments or properties. 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 9.12. Enforcement of Collections. The City 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 laws of the State, and the rules and regulations of the PSC. All such rates and charges, if not paid when due, shall become a lien on the premises served by the System.

Whenever any rates, rentals or charges for the services and facilities of the System, shall remain unpaid for a period of thirty (30) days after the same shall become due and payable, the property and owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid.

The City further covenants and agrees that it will, to the full extent permitted by law, and the rules and regulations promulgated by the PSC, discontinue and shut off the services and facilities of the System and, in the event the City owns a water facility (the "Water System"), the Water System to all users 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 have been paid in full.

Section 9.13. Insurance. The City will carry such insurance and in such amounts as is customarily carried with respect to works and properties similar to the System, with a reputable insurance carrier or carriers, against loss or damage by fire, explosion, hurricane, earthquake, cyclone, occupancy or other hazards and risks. The City will 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, so long as the Authority is the Owner of the Original Bonds. The City 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 City, the Authority, the prime contractor and all subcontractors as their interests may appear, in accordance with the Authority Loan Agreements, during construction of the Project in the full insurable value thereof. In time of war, the City shall also carry in said amount such insurance as may be available against loss or damage by the risks and hazards of war. The proceeds of all such insurance policies shall be disposed of as provided in this Ordinance and otherwise shall be placed in the Renewal and Replacement Fund and used only for the repair and restoration of the damaged or destroyed properties or for the other purposes provided herein for said Renewal and Replacement Fund. The City will also carry liability insurance for damage or injury to persons or property in amounts adequate for such purposes and customarily carried with respect to works and properties similar to the System. The City shall carry such other insurance as is required by the Authority, including but not limited to flood insurance and business interruption insurance, to the extent available at reasonable cost to the City.

Section 9.14. No Competing Franchise. To the extent allowable by law, the City will not grant or cause, consent to or allow the granting of any franchise or permit to any person, firm, corporation or body, or agency or instrumentality, for the providing of any services which would compete with services provided by the System.

Section 9.15. Connections. 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.

Section 9.16. Public Purpose Bonds. The City shall use the Bond, Design Note or Note proceeds solely for the Project and as otherwise set forth herein, and the Project will be solely operated as a public purpose and as local governmental activity of the City.

Section 9.17. Private Activity Bond Covenant. The City shall not permit at any time or times any of the proceeds of the Bonds, Design Notes or Notes or any other funds of the City to be used directly or indirectly in a manner which would result in the exclusion of the Bonds, Design Notes or Notes from the treatment afforded by Section 103(a) of the Code by reason of the classification of the Bonds, Design Notes or Notes as 'private activity bonds' within the meaning of the Code. The City will take all actions necessary to comply with the Code in order to assure the tax-exempt status of the Bonds, Design Notes or Notes.

Section 9.18. Filing Covenant. The City will file all statements, instruments and returns necessary to assure the tax-exempt status of the Bonds, Design Notes or Notes, including, without limitation, the information return required under Section 149(e) of the Code.

Section 9.19. Federal Guarantee Covenant. The Bonds, Design Notes or Notes, in whole or in part, are not, and will not be, directly or indirectly, federally guaranteed within the meaning of Section 149(b) of the Code.

Section 9.20. Rebate Covenant. The City is a governmental unit with general taxing powers to finance operations of or facilities of the nature of the System as covenanted pursuant to Sections 9.17 and 9.18, the Original Bonds, Design Notes or Notes are not private activity bonds within the meaning of the Code, and 95% or more than the net proceeds (as filed with respect to Code) of the Original Bonds, Design Notes or Notes will be used for local governmental activities of the City. The City and all subordinate entities reasonably expect to issue less than $5,000,000 in aggregate principal amount of tax-exempt bonds (other than private activity bonds) during the calendar year, being 1989, in which the Original Bonds and the Notes, if any, are to be issued. The City and all subordinate entities reasonably expect to issue less than $5,000,000 in aggregate principal amount of tax-exempt bonds (other than private activity bonds) during the calendar year, being 1988, in which the Design Notes and the Notes, if any, are to be issued. Therefore, the City believes

that it is excepted for the rebate requirements of Section 148(f) of the Code. Notwithstanding the foregoing, if the City is in fact subject to such rebate requirement, the City hereby covenants to rebate to the United States the amounts required by the Code and to take all steps necessary to make such rebates. In the event the City fails to make such rebates as required, the City shall pay any and all penalties and obtain a waiver from the Internal Revenue Service in order to maintain the tax-exempt status of the interest on the Bonds.

Section 9.21. Covenant to Amend Ordinance. The City retains the right to make any amendments, insertions or deletions by Supplemental Resolutions of this Ordinance as the City deems desirable or necessary prior to the issuance of the Bonds, including but not limited to amendments, insertions or deletions to comply with the Code. Notwithstanding the provisions of Section 13.01 hereof, the City shall without consent of the Registered Owners of the Bonds, Design Notes or Notes, as the case may be, amend or supplement this Ordinance by resolutions supplemental hereto or any amendatory ordinance to comply with the Code if such amendment or supplemented is necessary to preserve the tax exempt status of the design notes, bonds or notes. The Council of the City hereby retains the specific authority to amend this Ordinance or supplement it by resolution to comply with the Code. As determination to amend or supplement this Ordinance, the Council of the City may rely on the opinion of a nationally recognized bond counsel.

The City also retains the right to make any amendments, insertions or deletions by Supplemental Resolution of this Ordinance as the City deems necessary prior to the issuance of the Bonds to meet the requirements of the Original Bonds Purchaser.

ARTICLE X

DEFAULTS AND REMEDIES

Section 10.01. Events of Default. A. Each of the following events shall constitute an "Event of Default" with respect to the Bonds or Design Notes, as the case may be.

(A) If default occurs in the due and punctual payment of the principal of or interest on any Bonds or Design Notes, as the case may be;

(B) If default occurs in the City's observance of any of the covenants, agreements or conditions on its part relating to the Bonds or Design Notes set forth in this Ordinance the Supplemental Resolution or in the Bonds or Design Notes and such default shall have continued for a period of 30 days after the City shall have been given written notice of such default by the Depository Bank holding any fund or account hereunder or a Registered Owner of a Bond or Design Note; or

(C) If the City files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America.

An 'Event of Default" with respect to the Bonds shall not constitute an Event of Default with respect to the Design Notes, or Notes as set forth in the Indenture, and vice versa.

Section 10.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Design 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 City to perform its duties under the Act and this Ordinance relating thereto, including but not limited to the making and collection of sufficient rates of changes for services rendered by the System (iii) bring suit upon the Design Notes or Bonds as the case may be, (iv) by action at law or bill in equity require the City to account as if it were the trustee of an express trust for the Registered Owners of the Design Notes or Bonds, as the case may be, and (v) by action or bill in equity enjoin any acts in violation of the ordinance with respect to the Design Notes or Bonds, or the rights of such Registered Owners, provided, however, that no remedy herein stated may be exercised by a Registered Owner of a Note or a Design Note in a manner which adversely affects any remedy available to the

Registered Owners of the Bonds, and further provided that all rights and remedies of the Registered Owners of the Supplemental Bonds shall be subject to those of the Registered Owners of the Primary Bonds.

Section 10.03. Appointment of Receiver. Any Registered Owner of a Bond or a Design Note, as the case may be, may, by proper legal action, compel the performance of the duties of the City under this Ordinance and the Act, including 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 and performing any construction necessary for the System. If there be any default in the payment of interest on any Bonds or Design Notes when the same shall become due, or in the payment of the principal of any Bond or Bonds, Design Note or Design Notes, as the case may be, either at the specified date of maturity thereof or at a date set for redemption thereof, or otherwise in the performance of any covenant contained in this Ordinance other than as to such payment and such default shall continue for a period of thirty (30) days after written notice of the City of such default, any Registered Owner 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 on behalf of the City with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the Bonds, or Design Notes and any interest thereon, the deposits into the funds and accounts herein provided and the payment of operating Expenses of the System and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Ordinance 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 City exercise all the rights and powers of the City with respect to said facilities as the City itself might do.

Whenever all that is due upon the Bonds or Design Notes issued and authorized pursuant to this Ordinance and interest thereof and under any covenants of this Ordinance 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 Ordinance shall have been cured and made good, possession of the System shall be surrendered to the City upon the entry of an order of the court to that effect. Upon any subsequent default, any Registered Owner of Bonds or Design Notes issued pursuant to this Ordinance 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 City and for the joint protection and benefit of the City and Registered Owners of Bonds or Design Notes issued pursuant to this Ordinance. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose or 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 City and Registered Owners, and the curing and making good of any default under the provisions of this Ordinance, and the title to and ownership of said System shall remain in the City, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage, or otherwise dispose of any assets of the Systems.

The receiver shall recognize that the lien of the Primary Bonds is prior and superior to that of the Supplemental Bonds and shall act accordingly.

ARTICLE XI

INVESTMENTS; NON-ARBITRAGE

Section 11.01. Investments. Any moneys held as a part of the funds and accounts created by this Ordinance, other than the Revenue Fund, shall be invested and reinvested by the Commission or the Depository Bank, as the case may be, at the direction of the City in any Qualified Investments to the fullest extent possible under applicable laws, this Ordinance, the need for such moneys for the purposes set forth herein and the specific restrictions and provisions set forth in this Section.

Except as otherwise provided, 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, including but not limited to those in the Bond Construction Trust Fund, and used for the purpose of such fund or account. The interest accruing thereof 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 owner, including the value of accrued interest and giving effect to the amortization of discount and investments in the "consolidated fund" of the West Virginia Board of Investments shall be valued at par. The Commission or the Depository Bank, 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 shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any account is insufficient to make the payments required from such fund or account, regardless of the loss of such liquidation. Such Depository Bank 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.

Section 11.02. Restrictions as to Arbitrage Bonds. The City shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the City to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Bond to be an "arbitrage bond" as defined in Section 148 of the Code, and the Mayor of the City shall deliver his certificate, based upon this covenant, with regard thereto.

Section 11.03. Restriction of Yield and Bond Proceeds. The City shall comply with the yield restriction on Bond proceeds as set forth in Section 148 of the Code.

ARTICLE XII

DEFEASANCE

Section 12.01. Defeasance of Primary Bonds. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the owners of all Primary Bonds the principal thereof, and redemption premium, if applicable, and any interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then with respect to the Primary Bonds only, at the option of the City expressed in an instrument in writing approved by City Council, and delivered to the Paying Agent, the pledge of Net Revenues and any other moneys and securities pledged under this Ordinance and all covenants, agreements and other obligations of the City to the Registered Owners of the Primary Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent and the Commission shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and any fiduciaries shall pay over or deliver to the City all moneys, securities and funds held by them pursuant to this Ordinance which are not required for the payment of redemption.

Primary Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay, as and when due, the principal of and interest on the Primary Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Primary 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 in case any of said Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Commission in form satisfactory to its irrevocable instructions to publish notice of redemption on said date of such Bonds and if there shall have been deposited with the Commission or its agents, 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 (whether by maturity or redemption) the principal installments and interest due and to become due on said Primary Bonds on and prior to the maturity or redemption dates, as applicable 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 purposes other than, and shall be held in trust for, the payment of the principal of and redemption premium, if applicable, on and interest on said Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission, 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 of and redemption premium, if applicable, on and interest to become due on said Primary Bonds on and prior to such redemption date or maturity date thereof, as the case may be. and interest earned from such reinvestments shall be paid over to the City, as received by the Commission, free and clear of any trust, lien or pledge. For the purpose of this Section, securities shall mean and include only Government Obligations and Advance-Refunded Municipal Bonds. Also for the purposes of this section, the Commission may act as agent.

Anything in this Ordinance to the contrary notwithstanding, any moneys held by the Commission or any of its agents in trust for the payment and discharge of any of the Bonds which have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by Commission at such date, or for six years after the date of deposit of such moneys if deposited with the Commission after the said date when such Bonds became due and payable, shall, at the written request of the City, be repaid by the Commission to the City, as its absolute property and free from trust, and the Commission shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the City for the payment of such Bonds; provided, however, that before being required to make any such payment to the City, the Commission shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in an Authorized Newspaper, a notice that said moneys remain unclaimed and that, after 30 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the City.

Section 12.02. Defeasance of Supplemental Bonds. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the respective Owners of all Supplemental Bonds, the principal and interest, if any, thereof, at the times and in the manner stipulated therein and in this Ordinance, then with respect to the Supplemental Bonds only, at the option of the City, expressed in an instrument in writing approved by City Council and delivered to the Paying Agent, the pledge of Net Revenues and any other moneys and securities pledged under this Ordinance and all covenants, agreements and other obligations of the City to the Registered Owners of the Supplemental Bonds shall thereupon cease, terminate and become

void and be discharged and satisfied. In such event, the Paying Agent and the Commission shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and any fiduciaries shall pay over or deliver to the City all moneys, securities and funds held by them pursuant to this Ordinance which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Supplemental Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due the principal installments of such Supplemental Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Supplemental 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 in case any of said Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Commission in form satisfactory to it irrevocable instructions to publish notice of redemption on said date of such Bonds and 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 (whether by maturity or redemption) the principal installments of said Supplemental Bonds on and prior to the maturity or redemption dates, as applicable, 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 Supplemental 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 Supplemental Bonds on and prior to the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the City 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 and Advance-Refunded Municipal Bonds. For the purposes of this section, the Commission may act as agent.

Anything in this Ordinance to the contrary notwithstanding, any moneys held by the Commission or any of its agents in trust for the payment and discharge of any of the Bonds which remain unclaimed for six years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Commission at such date, or for six years after the date of deposit of such moneys if deposited with the Commission after the said date when such Bonds became due and payable, shall, at the written request of the City, be repaid by the Commission to the City, as its absolute property and free from trust, and the Commission shall thereupon be released and free from trust, and the Commission shall thereupon be released and discharged with respect thereto, and the Bondholders shall look only to the City for the payment of such Bonds; provided, however, that before being required to make any such payment to the City, the Commission shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in an Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in the said notice, which date shall be not less than 30 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the City.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Modification or Amendment. No material modification or amendment of this Ordinance, or of any ordinance or resolution amendatory or supplemental hereto that would materially and adversely affect the respective rights of Owners of the Design Notes, Notes or Bonds shall be made without the consent in writing of the Owners of two-thirds percent (2/3%) or more in principal amount of the Design Notes, Notes or Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of any Design Note or Design Notes or Note or Notes or Bond or Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the City to pay such principal and interest out of the revenues of the System without the consent of the respective Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Design Notes, Notes or Bonds respectively, required for consent to the above-permitted amendments or modifications.

Section 13.02. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, such invalidity shall not affect any of the remaining provisions of this Ordinance.

Section 13.03. Table of Contents and Headings. The Table of Contents and headings of the articles, sections and subsections hereof are for convenience only and shall neither control nor affect in any way the meaning or construction of any of the provisions hereof.

Section 13.04. Repeal of Conflicting Ordinances. All ordinances, resolutions and orders, or parts thereof, in conflict with this Ordinance are, to the extent of such conflict, repealed.

Section 13.05. Covenant of Due Procedure. The City 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 final enactment and passage 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 Council of the City 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 13.06. Effective Date. This Ordinance shall take effect after notice and public hearing hereon in accordance with the Act.

First Reading:	March 14, 1988
Second Reading and Passage:	March 28, 1988
Public Hearing:	May 9, 1988
Effective Date:	May 11, 1988

[SEAL]

Mayor

Clerk

EXHIBIT A

CITY OF SISTERSVILLE
WASTEWATER TREATMENT FACILITIES
PROPOSED IMPROVEMENTS

A. Project Overview

The upgrading of the existing facilities to meet secondary effluent limits is proposed under this project. This will be accomplished by the proposed construction of 0.29 MGD oxidation ditch, grit removal equipment, final clarification, sludge drying facilities and a new laboratory/office building. It will also be necessary to upgrade the Tanyard Run Pumping Station because of malfunctioning equipment. The proposed layout of the new treatment facilities is shown in attached Figure.

B. Treatment Facilities/Pump Station Renovations

The proposed treatment facility is a 0.29 MGD oxidation ditch with grit removal facilities, in channel clarification, sludge drying beds and appurtenances. Each of these items are discussed separately below.

The following is a detailed breakdown of the proposed new facilities:

1. Bar Screen

   A self-cleaning bar screen capable of handling peak flow conditions is proposed.

2. Grit Channel

   A parabolic gravity grit channel capable of handling peak flow conditions while maintaining a 1 ft/sec velocity is proposed.

3. Oxidation Ditch

   A concrete walled oxidation ditch capable of treating 0.29 MGD and hydraulically handling 0.71 MGD is proposed. Aeration and mixing equipment has not been selected but will be finalized during the design phase and comply with all criteria outlined in Section III-B of this report.

4. Clarification

   In channel clarification is proposed for this project. The equipment will include a "boat" which fits inside the ditch structure and utilizes no moving parts.

The initial preliminary design proposes in channel clarification. However, two (2) conventional circular, concrete settling rate of 400 gpd/sq. ft., detention time of 4 hours and a weir loading rate of 10,000 gpd/linear ft. will be utilized if conventional clarifiers are used.

5. Disinfection

The existing treatment facility has gaseous chlorination equipment and a chlorine contact chamber. The initial design proposes the construction of a new chlorine contact chamber and utilizing the existing diffusion equipment. However, during final design, ultraviolet disinfection may be considered.

6. Sludge Holding Tank

It is proposed at this time to refurbish the existing steel chlorine contact tank and convert it to a sludge holding tank. If during further inspection in the design phase it is discovered that the tank is too badly deteriorated to restore, it will be replaced. The tank will be capable of storing 29,000 gallons of sludge. Also, diffused air will be supplied to eliminate septicity.

7. Sludge Drying Beds

There are four (4) existing sand drying beds which are proposed to be upgraded. It is proposed to replace the existing walls, provide covers, and convert the sand media to wedgewater filter media. It may also be necessary to replace the existing underdrain equipment.

8. Emergency Generator

An emergency generator is proposed and will be sized to operate the plant lighting and disinfection equipment.

9. Administration/Control/Laboratory Building

The existing building, as discussed previously, is too small to adequately house all of the equipment for the proposed plant. A new building is proposed which will either sit on top of the proposed oxidation ditch walls or on a high foundation to prevent flooding.

10. Existing Clarigester

The existing clarigester structure will not be utilized.

11. Tanyard Run Pumping Station Renovation

It is proposed to replace the existing pumps, ventilation equipment and flap gate which are all malfunctioning or totally inoperable.

12. Wiley, East and West Pumping Stations

The Wiley, East and West pumping stations have been inspected and do not need any renovation work at this time.

CERTIFICATE

I, the undersigned, City Clerk of the City of Sistersville, West Virginia, do hereby certify that the foregoing document is a true and accurate copy of the Design Note, Interim Financing and Bond Ordinance adopted by the Council of the City of Sistersville at a duly called special meeting on March 28, 1988.

Dated this 28th day of March, 1988

Patricia D Salisday
City Clerk

A Resolution finding that an ordinance was adopted by the Council of The City of Sistersville, West Virginia, on March 28, 1988 authorizing the preparation of plans and specifications for extensions, improvements and betterments to the existing sewer system of The City of Sistersville and the temporary financing of the costs thereof through the issuance by The City of Sistersville of not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988; authorizing the subsequent acquisition and construction of said extensions, improvements and betterments to the existing sewer system of The City of Sistersville and the financing of the costs thereof, not otherwise provided, through the issuance by The City of Sistersville of not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds and not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds; authorizing not more than $2,500,000 in interim construction financing, consisting of grant anticipation notes or a line of credit evidenced by notes, or any combination of the foregoing; authorizing the execution and delivery of a Trust Indenture securing the Notes; defining and prescribing the terms and provisions of the Design Notes, the Bonds and the Notes; providing for the rights and remedies of and security for the Registered Owners of the Design Notes, the Bonds and the Notes, all as more fully set out therein; finding that an abstract of said ordinance, together with a notice that said ordinance has been adopted, that The City of Sistersville contemplates the issuance of the Design Notes, the Bonds and the Notes all as described in said ordinance, and that any person interested may appear before the Council of The City of Sistersville upon a certain date and present protests, must be published; reviewing the abstract prepared on behalf of the City Clerk and determining that such abstract contains sufficient information as to give notice of the contents of said ordinance; and directing the publication of such abstract, together with said notice.

WHEREAS, the Council of The City of Sistersville, West Virginia (the "Council"), on March 28, 1988, adopted an ordinance authorizing the preparation of plans and specifications for extensions, improvements and betterments to the existing sewer system of The City of Sistersville (the "City") and the temporary financing of the costs thereof through the issuance by the City of not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988 (the "Design Notes"); authorizing the subsequent acquisition and construction of said extensions, improvements and betterments to the existing sewer system of the City and the financing of the costs thereof, not otherwise provided, through the issuance by the City of not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds and not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds (collectively, the "Bonds"); authorizing

not more than $2,500,000 in interim construction financing, consisting of grant anticipation notes or a line of credit evidenced by notes, or any combination of the foregoing (the "Notes"); authorizing the execution and delivery of a Trust Indenture securing the Notes; defining and prescribing the terms and provisions of the Design Notes, the Bonds and the Notes; providing for the rights and remedies of and security for the Registered Owners of the Design Notes, the Bonds and the Notes, all as more fully set out therein (said Ordinance is hereinafter referred to as the "Ordinance");

WHEREAS, Chapter 16, Article 13, Section 6 of the Code of West Virginia, 1931, as amended (the "Act") requires that an abstract of the Ordinance, together with a notice that the Ordinance has been adopted, that the City contemplates the issuance of the Design Notes, the Bonds and the Notes, all as described in the Ordinance and that any person interested may appear before the Council upon a certain date and present protests, be published; and

WHEREAS, the Act further requires that such abstract of the Ordinance be determined by the Council to contain sufficient information to give notice of the contents of the Ordinance; and

WHEREAS, the City Clerk presented to this meeting an abstract of the Ordinance (the "Abstract"), together with a notice as described above (the "Notice"), as hereinafter set forth; and

WHEREAS, the Council of the City has reviewed the Abstract and has found and determined that such Abstract contains sufficient information as to give notice of the contents of the Ordinance;

NOW, THEREFORE, Be It Resolved by the Council of The City of Sistersville, West Virginia, as Follows:

1) It is hereby found and determined that the Ordinance was duly adopted by the Council at its ~~regular~~ special meeting held on March 28, 1988, and that the Act requires that the Abstract, together with the Notice, be published.

2) The Abstract, together with the Notice as prepared on behalf of the City Clerk in the following form and substance, contains sufficient information as to give notice of the contents of the Ordinance:

Notice is hereby given to any person interested that on March 28, 1988, the Council of The City of Sistersville, West Virginia (the "City"), adopted an ordinance that

1. Determined that it is necessary and desirable for the health, welfare and safety of the inhabitants of the City to temporarily finance the design of certain extensions, improvements and betterments to the existing sewer system of the City and following such design, that there be acquired and constructed said extensions, improvements and betterments to the existing sewer system of the City, (the "Project") (the existing sewer system, together with the Project and any further extensions, improvements and betterments thereto, are hereinafter referred to as the "System"), in accordance with the plans and specifications to be prepared therefor by S & S Engineers, Incorporated, Charleston, West Virginia (the "Consulting Engineer"). The estimated maximum cost of the design of the Project is $168,000. The estimated maximum cost of the construction of the Project is $2,345,250, of which approximately $1,137,110 will be permanently obtained from the proceeds of the Bonds, and approximately $1,208,140 will be obtained from an United States Environmental Protection Agency Grant.

2. Upon petition of the Sanitary Board of the City, the City authorized the temporary financing of the design of the Project, through the issuance by the City of not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988 (the "Design Notes"), and following such design, the acquisition and construction of the Project and the financing of the costs, not otherwise provided, for the Project through the issuance of not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds (the "Bonds"), not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds (the "Supplemental Bonds" together with the Bonds, the "Bonds").

3. Directed that the Design Notes be issued in fully registered form with a payment record attached in such denomination or denominations; be dated as of the date of the delivery thereof; be in such principal amount; bear interest from the date thereof at such rate or rates not to exceed the

legally permissible maximum rate payable on such date or dates; shall mature on such date or dates; shall be subject to prepayment or redemption; provided that the Design Notes shall be refunded prior to or immediately upon the issuance of the Bonds, all is to be set forth in the Supplemental Resolution adopted by the Council at the time of approval and sale of the Design Notes.

4. Provided for the sale of the Bonds to the West Virginia Water Development Authority (the "Authority"), pursuant to the terms and provisions of the respective loan agreements to be entered into between the City and the Authority.

5. Authorized the issuance of interim construction financing, consisting of grant anticipation notes or a line of credit evidenced by notes, or any combination of the foregoing, in an amount not to exceed $2,500,000 (the "Notes") to provide funds for such acquisition and construction of the Project and the payment thereof from certain grant receipts, monies, including unexpended note proceeds and investment earnings in the funds and accounts established by a Trust Indenture to be entered into with respect to the Notes, the net proceeds of a draw under a letter of credit authorized by the Ordinance and of any refunding notes and surplus revenues to the System.

6. Provided for the disposition of Design Notes proceeds; created the Design Notes Proceeds Fund to hold Design Notes proceeds for the purpose of paying costs of design of the Project or costs incidental to the issuance of the Design Notes; created the Design Notes Payment Fund for the purpose of paying principal of and interest on the Design Notes; and provided for the use of excess Design Notes proceeds.

7. Authorized the establishment of a Revenue Fund and provided for the disposition of System revenues; provided for the payment of operation and maintenance expenses; provided for the monthly deposit of funds into the respective Sinking Funds

for the payment of principal of and interest on the Bonds and the payment of principal of the Supplemental Bonds; provided for the creation of Reserve Accounts for the Bonds, respectively; provided for the establishment of a Renewal and Replacement Fund and the deposit of revenues therein and use thereof; and provided for the use of excess funds of the System.

8. Provided for the disposition of Bond proceeds; created the Bond Construction Trust Fund to hold the Bond proceeds pending their use for Project costs and provided for liens by owners of the Bonds on the funds held in the Bond Construction Trust Fund until expended for Project costs; and provided for the disposition of excess Bond proceeds.

9. Provided that the Bonds, Design Notes and the Notes shall not be or constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation of indebtedness but shall be payable solely from the net revenues of the System, from the grant receipts, and from the net proceeds of the Bonds, respectively.

10. Provided that the Sewer Revenue Bonds shall have a lien on the net revenues of the System which lien is senior and superior to the lien of the Supplemental Sewer Revenue Bonds.

11. Required that the rates and charges for the System always be adequate to produce gross revenues from the System sufficient to pay the operating expenses of the System, provide an adequate reserve account and to make the prescribed payments into the funds and accounts created under the Ordinance, and specifically, that the rates and charges produce revenues sufficient to pay all reasonable expenses of operation, repair and maintenance of the System and leave a balance each year equal to at least 115% of the maximum principal and interest due on the Bonds, and any other bonds prior to or on a parity with each series of Bonds in any year.

12. Provided for the sale, mortgage or lease of the System under certain terms and conditions.

13. Authorized the issuance of additional bonds on a parity with the Bonds only upon compliance with certain terms and conditions.

14. Provided that the City will render no free service; provided for the enforcement of collection of fees, rates, rentals or other charges for service.

15. Provided for the investment of the Bond proceeds and the Design Notes proceeds and limitations thereon; provided for covenants against making the Bonds or any other funds of the City "arbitrage bonds," or "private activity bonds."

16. Established the terms for defaults and the remedies of the owners of the Bonds and Design Notes.

17. Provided for the method of respectively defeasing the Bonds.

18. Provided a restrictive method of modification or amendment of the Ordinance.

The City contemplates the issuance of the Bonds, the Design Notes and the Notes described in, and under the conditions set forth in, the Ordinance abstracted above. Any person interested may appear before the Council of The City of Sistersville at a meeting thereof at ~~7:00~~ 6:30 p.m., prevailing time, on Monday, May 9, 1988, in the Council Chambers in the City Hall, 200 Diamond Street, Sistersville, West Virginia, and present protests and be heard as to whether the above described Ordinance shall be put into effect.

A certified copy of the Ordinance as adopted by the Council of the City on March 28, 1988, is on file in the office of the City Clerk of the City for review by interested persons during the regular office hours of such office, to-wit: 9:00 a.m. to 4:00 p.m., Mondays through Fridays.

_____
Clerk of The City of
Sistersville, West Virginia

3) The City Clerk, as provided in the Notice, shall maintain in her office a certified copy of the Ordinance for review by interested persons during the regular office hours of such office.

4) The Council of the City, as provided in the Notice, shall meet on Monday, May 9, 1988, at ~~7:00~~ 6:30 p.m., in Council Chambers in the City Hall, for the purpose of hearing all objections and suggestions regarding whether the Ordinance shall be put into effect.

5) The City Clerk is hereby authorized and directed to cause the Abstract, together with the Notice, to be published as a Class II legal advertisement in The Tyler Star News, a newspaper of general circulation in the City, and the first publication of such Abstract and Notice shall be not less than ten days before the date set aforesaid at which interested persons may appear before the Council of the City and present protests, and the last publication of such Abstract and Notice shall be prior to said date set aforesaid.

6) At such hearing, all objections and suggestions shall be heard, and the Council of the City shall take such action as it shall deem proper in the premises; provided, however, that, if at such hearing written protest is filed by thirty percent (30%) or more of the owners of real estate situate in the City, then the Council of the City shall not take further action unless four-fifths (4/5) of the qualified members of said Council assent thereto.

7) This Resolution shall take effect immediately upon adoption.

Resolution adopted this 28th day of March, 1988.

THE CITY OF SISTERSVILLE, WEST VIRGINIA

Justin E. Leach
Mayor

[SEAL]

Patricia A. Holiday
Clerk

1300M

Resolution Putting Design Note, Interim
Financing and Bond Ordinance Into Effect

A Resolution finding that the Council of The City of Sistersville, West Virginia, on March 28, 1988 passed an Ordinance and adopted a Resolution directing that an abstract of said Ordinance, together with a notice that said Ordinance has been adopted, that The City of Sistersville contemplates the preparation of plans and specifications for extensions, improvements and betterments to the existing sewer system of The City of Sistersville, and the temporary financing of the costs thereof through the issuance by The City of Sistersville of not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988, authorizing the subsequent acquisition and construction of said extensions, improvements and betterments to the existing sewer system of The City of Sistersville and the financing of the costs thereof, not otherwise provided, through the issuance by The City of Sistersville of not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds and not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds and authorizing not more than $2,500,000 in interim construction financing consisting of grant anticipation notes or a line of credit evidence by notes, or any combination of the foregoing, authorizing the execution and delivery of a Trust Indenture securing the Notes, defining and prescribing the terms and provisions of the Design Notes, the Bonds and the Notes, providing for the rights and remedies of and security for the Registered Owners of the Design Notes, the Bonds and the Notes, as described in said Ordinance and that any person interested may appear before the Council of The City of Sistersville upon a certain date and present protest, be published; finding that said abstract and notice have been duly published; finding that the Council of the City met and heard all objections and suggestions regarding whether said Ordinance should be put into effect; and ordering that said Ordinance be put into effect and that the Sewer System Design Notes, Series 1988, the Sewer Revenue Bonds, the Supplemental Sewer Revenue Bonds, and the interim construction financing be issued as provided therein.

WHEREAS, the Council of The City of Sistersville, West Virginia (the "Council"), on March 28, 1988, adopted an Ordinance (the "Ordinance"), which authorized the preparation of plans and specifications for extensions, improvements and betterments to the existing sewer system of The City of Sistersville, West Virginia (the "City"), and the temporary financing of the costs thereof through the issuance by The City

of not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988 (the "Design Notes"); authorized the subsequent acquisition and construction of said extensions, improvements and betterments to the existing sewer system (the "Project") of the City and the financing of the costs thereof, not otherwise provided, through the issuance of not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds and not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds (collectively, the "Bonds"); authorized not more than $2,500,000 in interim construction financing, consisting of grant anticipation notes or a line of credit evidenced by notes, or any combination of the foregoing (the "Notes"); authorized the execution and delivery of a Trust Indenture securing the Notes; defined and prescribed the terms and provisions of the Design Notes, the Bonds and the Notes, provided for the rights and remedies of and security for the Registered Owners of the Design Notes, the Bonds and the Notes, all as more fully set out therein;

WHEREAS, the Council of the City on March 28, 1988 adopted a Resolution (the "Resolution") which, pursuant to Chapter 16, Article 13, Section 6, of the Code of West Virginia, 1931, as amended (the "Act"), directed the Clerk of the City to publish an abstract of the Ordinance (the "Abstract"), together with a notice that the Ordinance has been adopted, that the City contemplates the issuance of the Design Notes and Bonds and authorization of the Notes as described in the Ordinance and that any person interested may appear before the Council upon a certain day and present protest (the "Notice"); and

WHEREAS, the Resolution required that the Abstract and Notice be published as a Class II legal advertisement in The Tyler Star News and the first publication of such Abstract and Notice was to be not less than ten (10) days before the date set by the Resolution and the Notice at which interested persons might appear before the Council and present protests, and the last publication of such Abstract and Notice was to be prior to said date set by the Resolution and the Notice; and

WHEREAS, the Resolution and Notice provided for a public hearing to be held in the City at 6:30 p.m., prevailing time, on May 9, 1988;

NOW, THEREFORE, Be It Resolved By the Council of The City of Sistersville, West Virginia as follows:

(1) It is hereby found and determined.

(A) That the Abstract and Notice were duly published in The Tyler Star News, a newspaper of general circulation in The City of Sistersville, with the first publication thereof being on April 27, 1988, which first publication date was not less than ten (10) days before the date set by the Resolution and Notice for the public hearing at which interested persons might appear before the Council of the City and present protest, and with the last publication thereof being on May 4, 1988, which last publication date was prior to said date set by the Resolution and Notice for the public hearing, and a copy of the Affidavit of publication reflecting such publication shall be attached hereto and incorporated herein;

(B) That in accordance with the Resolution and Notice, the City Clerk has maintained in its office a certified copy of the Ordinance for review by interested persons during the regular office hours of such office;

(C) That, in Council Chambers, City Hall, 200 Diamond Street, Sistersville, West Virginia on May 9, 1988 at 6:30 p.m., prevailing time, in accordance with the Resolution and Notice, the Council met for the purpose of hearing objections and suggestions regarding whether the Ordinance should be put into effect, and heard all objections and suggestions with regard thereto; and

(D) That, at said public hearing, no significant reasons were presented that could require modification or amendment of the Ordinance and no written protest with regard thereto was filed by thirty percent (30%) or more of the owners of real estate situate in the City.

(2) The Ordinance shall be put into effect as of the date hereof, and the Design Notes described therein shall be issued to the Original Design Notes Purchase as provided therein, and the Bonds described therein shall be issued to the Original Bonds Purchaser as provided therein, and the Notes as described therein may be issued at the time and otherwise shall be determined by the Council to be in the best interest of the City, all as provided in the Ordinance.

(3) This Resolution shall be effective immediately upon its adoption.

Resolution dated May 11, 1988.

THE CITY OF SISTERSVILLE, WEST VIRGINIA

By _____
Mayor

(SEAL)

_____
Clerk

1294M

ATTACHMENT

See Index No. 11 -- Affidavit of Publication
of the Abstract and Notice of the Ordinance

Tyl

LEGAL AD

NOTICE

Notice is hereby given to any person interested that on March 28, 1988, the Council of The City of Sistersville, West Virginia (the "City"), adopted an ordinance that

1. Determined that it is necessary and desirable for the health, welfare and safety of the inhabitants of the City to temporarily finance the design of certain extensions, improvements and betterments to the existing sewer system of the City and following such design, that there be acquired and constructed said extensions, improvements and betterments to the existing sewer system of the City, (the "Project") (the existing sewer system, together with the Project and any further extensions, improvements and betterments thereto, are hereinafter referred to as the "System"), in accordance with the plans and specifications to be prepared therefor by S & S Engineers, Incorporated, Charleston, West Virginia (the "Consulting Engineer"). The estimated maximum cost of the design of the Project is $168,000. The estimated maximum cost of the construction of the Project is $2,345,250, of which approximately $1,137,110 will be permanently obtained from the proceeds of the Bonds, and approximately $1,208,140 will be obtained from an United States Environmental Protection Agency Grant.

2. Upon petition of the Sanitary Board of the City, the City authorized the temporary financing of the design of the Project, through the issuance by the City of not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988 (the "Design Notes"), and following such design, the acquisition and construction of the Project and the financing of te costs, not otherwise provided, for the Project through the issuance of not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds (the "Bonds"), not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds (the "Supplemental Bonds" together with the Bonds, the "Bonds").

3. Directed that the Design Notes be issued in fully registered form with a payment record attached in such denomination or denominations; be dated as of the date of the delivery thereof; be in such principal amount; bear interest from the date thereof at such rate or rates not to exceed the legally permissible maximum rate payable on such date or dates; shall mature on such date or dates; shall be subject to prepayment or redemption; provided that the Design Notes shall be refunded prior to or immediately upon the issuance of the Bonds, all is to be set forth in the Supplemental Resolution adopted by the Council at the time of approval and sale of the Design Notes.

4. Provided for the sale of the Bonds to the West Virginia Water Development Authority (the "Authority"), pursuant to the terms and provisions of the respective loan agreements to be entered into between the City and the Authority.

5. Authorized the issuance of interim construction financing, consisting of grant anticipation notes or a line of credit evidenced by notes, or any combination of the foregoing, in an amount not to exceed $2,500,000 (the "Notes") to provide funds for such acquisition and construction of the Project and the payment thereof from certain grant receipts, monies, including unexpended note proceeds and investment earnings in the funds and accounts established by a Trust Indenture to be entered into with respect to the Notes, the net proceeds of a draw under a letter of credit authorized by the Ordinance and of any refunding notes and surplus revenues to the System.

6. Provided for the disposition of Design Notes proceeds; created the Design Notes Proceeds Fund to hold Design Notes proceeds for the purpose of paying costs of design of the Project or costs incidental to the issuance of the Design Notes; created the Design Notes Payment Fund for that purpose of paying principal of and interest on the Design Notes; and provided for the use of excess Design Notes proceeds.

TYLER STAR NEWS

Sistersville, WV, ...May...5..... 1988.

State of West Virginia, County of Tyler:

Personally appeared before the undersigned, a Notary Public, ...Michael...A..Gallazzo... who, being duly sworn, states that he is the manager of Tyler Star News, a weekly newspaper of general circulation, published at Sistersville, County of Tyler, State of West Virginia, and that a copy of the notice attached hereto was published for .2.. successive weeks in the Tyler Star News, beginning on the .27. day of April..., 19 88 and ending on the ..4. day of .May...., 1988.

Michael A. Gallazzo
Manager, Tyler Star News

Subscribed and sworn to before me, a Notary Public of said County, on this 5th day of .May..., 19 .88

.....Doris..Grant..... Notary Public

My commission expires on the 22 day of .March., 19 95

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
DORIS GRANT
63 Chestnut Street
Sistersville, West Virginia 26175
My Commission Expires March 22, 1995

7. Authorized the establishment of a Revenue Fund and provided for the disposition of System revenues; provided for the payment of operation and maintenance expenses; provided for the monthly deposit of funds into the respective Sinking funds for the payment of principal of and interest on the Bonds and the payment of principal of the Supplemental Bonds; provided for the creation of Reserve Accounts for the Bonds, respectively; provided for the establishment of a Renewal and Replacement fund and the deposit of revenues therein and use thereof; and provided for the use of excess funds of the System.

8. Provided for the disposition of Bond proceeds; created the Bond Construction Trust Fund to hold the Bond proceeds pending their use for Project costs and provided for liens by owners of the Bonds on the funds held in the Bond Construction Trust Fund until expended for Project costs; and provided for the disposition of excess Bond proceeds.

9. Provided that the Bonds, Design Notes and the Notes shall not be or constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter limiation of indebtedness but shall be payable solely from the net revenues of the System, from the grant receipts, and from the net proceeds of the Bonds, respectively.

10. Provided that the Sewer Revenue Bonds shall have a lien on the net revenues of the System which lien is senior and superior to the lien of the Supplemental Sewer Revenue Bonds.

11. Required that the rates and charges for the System always be adequate to produce gross revenues from the System sufficient to pay the operating expenses of the System, provide an adequate reserve account and to make the prescribed payments into the funds and accounts created under the Ordinance, and specifically, that the rates and charges produce revenues sufficient to pay all reasonable expenses of operation, repair and maintenance of the system and leave a balance each year equal to at least 115 percent of the maximum principal and interest due on the bonds, and any other bonds prior to or on a parity with each series of Bonds in any year.

12. Provided for the sale, mortgage or lease of the System under certain terms and conditions.

13. Authorized the issuance of additional bonds on a parity with the Bonds only upon compliance with certain terms and conditions.

14. Provided that the City will render no free service; provided for the enforcement of collection of fees, rates, rentals or other charges for service.

15. Provided for the investment of the Bond proceeds and the Design Notes proceeds and limitations thereon; provided for convenants against making the Bonds or any other funds of the City "arbitrage bonds," or "private activity bonds."

16. Established the terms for defaults and the remedies of the owners of the Bonds and Design Notes.

17. Provided for the method of respectively defeasing the Bonds.

18. Provided a restrictive method of modification or amendment of the Ordinance.

The City contemplates the issuance of the Bonds, the Design Notes and the Notes described in, and under the conditions set forth in, the Ordinance abstracted above. Any person interest may appear before the Council of The City of Sistersville at a meeting thereof at 6:30 p.m., prevailing time, on Monday, May 9, 1988, in the Council Chambers in the City Hall, 100 Diamond Street, Sistersville, West Virginia, and present protests and be heard as to whether the above described Ordinance shall be put into effect.

A certified copy of the Ordinance as adopted by the Council of the City on March 28, 1988, is on file in the office of the City Clerk of the City for review by interested persons during the regular office hours of such office, ti-wit: 9:00 a.m. to 4:00 p.m., Mondays through Fridays.

/s/Patricia Soliday
Clerk of The City of
Sistersville, West Virginia

SN 4-07, 5-4

WDA-5
(February 1990)

LOAN AGREEMENT

THIS LOAN AGREEMENT, Made and entered into in several counterparts, by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), and the governmental agency designated below (the "Governmental Agency").

City of Sistersville
(Name of Governmental Agency)

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 20, Article 5C, of the Code of West Virginia, 1931, as amended (the "Act"), the Authority is empowered to make loans to governmental agencies for the acquisition or construction of water development projects by such governmental agencies and to issue water development revenue bonds of the State of West Virginia (the "State") to finance, in whole or in part, by loans to governmental agencies, one or more water development projects, all subject to such provisions and limitations as are contained in the Act;

WHEREAS, the Governmental Agency constitutes a governmental agency as defined by the Act;

WHEREAS, the Governmental Agency is authorized and empowered by the statutes of the State to construct, operate and improve a water development project, as defined by the Act, and to finance the cost of constructing or acquiring the same by borrowing money to be evidenced by revenue bonds issued by the Governmental Agency;

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

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

WHEREAS, having reviewed the Application and made all findings required by Section 5 of the Act and having available sufficient funds therefor, the Authority is willing to lend the Governmental Agency the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Governmental Agency with proceeds of certain water development revenue bonds of the State issued by the Authority pursuant to and in accordance with the provisions of the Act and a certain general revenue bond resolution adopted by the Board of the Authority (the "General Resolution"), as supplemented, subject to the Governmental Agency's satisfaction of certain legal and other requirements of the Authority's water development loan program (the "Program") as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Governmental Agency and the Authority hereby agree as follows:

ARTICLE I

Definitions

1.1 Except where the context clearly indicates otherwise, the terms "Authority," "water development revenue bond," "cost," governmental agency," "water development project," "wastewater facility" and "water facility" have the definitions and meanings ascribed to them in the Act.

1.2 "Consulting Engineers" means the consulting engineer designated in the Application and any successor thereto.

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

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

1.5 "Local Bonds" means the revenue bonds to be issued by the Governmental Agency pursuant to the provisions of the Local Statute, as hereinafter defined, to evidence the Loan and to be purchased by the Authority with a portion of the proceeds of its water development revenue bonds, all in accordance with the provisions of this Loan Agreement.

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

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

1.8 "Project" means the water development project hereinabove referred to, to be constructed or being constructed by the Governmental Agency in whole or in part with the net proceeds of the Local Bonds or being or having been constructed by the Governmental Agency in whole or in part with the proceeds of bond anticipation notes or other interim financing, which is to be paid in whole or in part with the net proceeds of the Local Bonds.

1.9 "System" means the water development project owned by the Governmental Agency, 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.

1.10 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 Governmental Agency by the Consulting Engineers, the Authority having found, to the extent applicable, that the Project is consistent with the applicable comprehensive plan of water management approved by the Director of the West Virginia Department of Natural Resources (or in the process of preparation by such Director), has been approved by the West Virginia Department of Health and is consistent with the standards set by the West Virginia Water Resources Board for the waters of the State affected thereby.

2.2 Subject to the terms, conditions and provisions of this Loan Agreement and of the Local Act, the Governmental Agency 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 Governmental Agency 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 Governmental Agency, subject to any mortgage lien or other security interest as is provided for in the Local Statute.

2.4 The Governmental Agency agrees that the Authority and its 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 Governmental Agency further agrees that the Authority and its duly authorized agents shall, prior to, at and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority in respect of the System pursuant to the pertinent provisions of the Act.

2.5 The Governmental Agency shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Governmental Agency shall permit the Authority, acting by and through its Director or his duly authorized representatives, to inspect all books, documents, papers and records relating to the Project at any and all reasonable times for the purpose of audit and examination, and the Governmental Agency shall submit to the Authority such documents and information as it may reasonably require in connection with the construction, acquisition and installation of the Project and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

2.6 The Governmental Agency agrees that it will permit the Authority and its agents to have access to the records of the Governmental Agency 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.

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

2.8 The Governmental Agency 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. Until the Project facilities are completed

and accepted by the Governmental Agency, the Governmental Agency or (at the option of the Governmental Agency) 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 Governmental Agency, 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 Governmental Agency on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds is outstanding. Prior to commencing operation of the Project, the Governmental Agency must also obtain, and maintain so long as any of the Local Bonds is outstanding, business interruption insurance if available at a reasonable cost.

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

2.10 The Governmental Agency agrees that it will at all times provide operation and maintenance of the System to comply with any and all State and federal standards. The Governmental Agency agrees that qualified operating personnel properly certified by the State will be retained to operate the System during the entire term of this Loan Agreement.

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

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 Governmental Agency 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 and the Governmental Agency. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." Notwithstanding the foregoing, the Date of Loan Closing shall in no event occur more than ninety (90) days after the date of execution of this Loan Agreement by the Authority.

3.5 The Governmental Agency understands and acknowledges that it is one of several governmental agencies which have applied to the Authority for loans to finance water development projects and that the obligation of the Authority to make any such loan is subject to the Governmental Agency's fulfilling all of the terms and conditions of this Loan Agreement on or prior to the Date of Loan Closing and to the right of the Authority to make such loans to other governmental agencies as in the aggregate will permit the fullest and most timely utilization of such proceeds to enable the Authority to pay debt service on the water development revenue bonds issued by it. The Governmental Agency specifically recognizes that the Authority will not execute this Loan Agreement unless and until it has available funds sufficient to purchase all the Local Bonds and that, prior to such execution, the Authority may commit to and purchase the revenue bonds of other governmental agencies for which it has sufficient funds available. The Governmental Agency further specifically recognizes that during the last 90 days of a period to originate Loans from its water development revenue bond proceeds, the Authority may execute Loan Agreements, commit moneys and close Local Bond sales in such order and manner as it deems in the best interest of the Program.

ARTICLE IV

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

4.1 The Governmental Agency shall, as one of the conditions of the Authority to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official

action of the Governmental Agency in accordance with the Local Statute, which shall, as enacted, contain provisions and covenants in substantially the form as follows:

(a) That the revenues generated from the operation of the System will be used monthly, in the order of priority listed, as set forth on Schedule Y attached hereto and incorporated herein by reference. The gross revenues of the System shall always be used for purposes of the System.

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by the gross or net revenues from the System, as more fully set forth in Schedules X and Y attached hereto;

(ii) That the schedule of rates or charges for the services of the System shall be sufficient to provide funds which, along with other revenues of the System, will pay all Operating Expenses and leave a balance each year equal to at least one hundred fifteen percent (115%) of the maximum amount required in any year for debt service on the Local Bonds and all other obligations secured by a lien on or payable from the revenues of the System prior to or on a parity with the Local Bonds or, if the reserve account established for the payment of debt service on the Local Bonds (the "Reserve Account") is funded (whether by Local Bond proceeds, monthly deposits or otherwise) at an amount at least equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement") 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 Governmental Agency will complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State 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 Local Bonds outstanding, with further restrictions on the disposition of portions of the System as are normally contained in such covenants;

(v) That the Governmental Agency 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; 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 Governmental Agency 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 Governmental Agency will not render any free services of the System;

(viii) That any Local Bond owner may, by proper legal action, compel the performance of the duties of the Governmental Agency 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 pay- ment 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;

(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 Governmental Agency will not grant any franchise to provide any services which would compete with the System;

(xi) That the Governmental Agency shall annually cause the records of the System to be audited by an independent certified public accountant and shall submit the report of said audit to the Authority, which report shall include a statement that the Governmental Agency is in compliance with the terms and provisions of the Local Act and this Loan Agreement;

(xii) That the Governmental Agency shall annually adopt a detailed budget of the estimated expenditures for operation and maintenance of the System during the succeeding fiscal year;

(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, 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 Governmental Agency and on which the owners of the Local Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing for non-construction costs) and/or (b) be used to pay (or redeem) bond anticipation notes or other interim funding of such Governmental Agency, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority, 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 Governmental Agency shall not authorize redemption of any Local Bonds by it without the written consent of the Authority and otherwise in compliance with this Loan Agreement;

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

(xvii) That the Governmental Agency shall take any and all action, or shall refrain from taking any action, as shall be deemed necessary by the Authority to maintain the exclusion from gross income for Federal income tax purposes of interest on the Authority's water development revenue bonds.

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

4.2 The Loan shall be secured by the pledge and assignment by the Governmental Agency, as effected by the Local Act, of the fees, charges and other revenues of the Governmental Agency from the System as further set forth by and subject only to such reservations and exceptions as are described in Schedules X and Y hereto or are otherwise expressly permitted in writing by the Authority.

4.3 The principal of the Loan shall be repaid by the Governmental Agency annually on the day and in the years provided in Schedule X hereto. Interest payments on the Loan shall be made by the Governmental Agency on a semiannual basis as provided in said Schedule X.

4.4 The Loan shall bear interest from the date of the delivery to the Authority of the Local Bonds until the date of payment thereof, at the rate or rates per annum set forth on Schedule X 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.

4.5 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 Governmental Agency. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series, as reflected by Schedule X hereto.

4.6 The Governmental Agency agrees to pay from time to time, as required by the Authority, the Governmental Agency's allocable share of the reasonable administrative expenses of the Authority relating to the Program. Such administrative expenses shall be as 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 the water development revenue bonds. The Authority shall provide both the Governmental Agency and the trustee for the water development revenue bonds with a schedule of such fees and charges, and the Governmental Agency shall pay such fees and charges on the dates indicated directly to the trustee. The Governmental Agency hereby specifically authorizes the Authority to exercise the powers granted it by Section 9.06 of the General Resolution.

4.7 The Governmental Agency agrees to expend the net proceeds of the Local Bonds for the Project within 3 years of the issuance of the Authority's bonds.

4.8 As long as the Authority is the owner of any of the Local Bonds outstanding, the Governmental Agency shall not redeem any of such Local Bonds outstanding without the written consent of the Authority, and any such redemption of Local Bonds authorized by the Authority shall provide for the payment

of interest to the first allowable redemption date for the applicable water development revenue bonds, the redemption premium payable on the applicable water development revenue bonds redeemable as a consequence of such redemption of Local Bonds and the costs and expenses of the Authority in effecting any such redemption, all as further prescribed by Section 9.11 of the General Resolution. Nothing in this Loan Agreement shall be construed to prohibit the Authority from refunding applicable water development revenue bonds, and such refunding need not be based upon or result in any benefit to the Governmental Agency.

ARTICLE V

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

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

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

5.3 In the event the Governmental Agency defaults in the payment of any fees due to the Authority pursuant to Section 4.6 hereof, the amount of such default shall bear interest at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

5.4 The Governmental Agency hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Governmental Agency, the Authority may exercise any or all of the rights and powers granted under Section 6a of the Act, including without limitation the right to impose, enforce and collect directly charges upon users of the System.

ARTICLE VI

Other Agreements of the Governmental Agency

6.1 The Governmental Agency hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges with respect to water development projects in the event of default by governmental agencies in the terms and covenants of loan agreements, and the Governmental Agency hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Governmental Agency 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 At the option of the Authority, the Governmental Agency shall issue and sell to the Authority additional, subordinate bonds to evidence the Governmental Agency's obligation to repay to the Authority any grant received by the Governmental Agency from the Authority in excess of the amount to which the Governmental Agency is entitled pursuant to applicable policies or rules and regulations of the Authority. Also at the option of the Authority, the Governmental Agency may issue and sell to the Authority additional, subordinate bonds for such purposes as may be acceptable to the Authority.

6.3 The Governmental Agency hereby warrants and represents that all information provided to the Authority 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 shall have the right to cancel all or any of its obligations under this Loan Agreement if (a) any representation made to the Authority by the Governmental Agency in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Governmental Agency has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of this Loan Agreement.

6.4 The Governmental Agency hereby agrees to repay on or prior to the Date of Loan Closing any moneys due and owing by it to the Authority for the planning or design of the Project, and such repayment shall be a condition precedent to the Authority's making the Loan.

6.5 The Governmental Agency 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 Governmental Agency fails to make any such rebates as required, then the Governmental Agency 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.

6.6 Notwithstanding Section 6.5, the Authority may at any time, in its sole discretion, cause the rebate calculations prepared by or on behalf of the Governmental Agency to be monitored or cause the rebate calculations for the Governmental Agency to be prepared, in either case at the expense of the Governmental Agency.

6.7 The Governmental Agency hereby agrees to give the Authority prior written notice of the issuance by it of any other obligations to be used for the Project, payable from the revenues of the System or from any grants for the Project or otherwise related to the Project or the System.

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

ARTICLE VII

Miscellaneous

7.1 Additional definitions, additional terms and provisions of the Loan and additional covenants and agreements of the Governmental Agency are set forth in Schedule Z attached hereto and incorporated herein by reference, with the same effect as if contained in the text of this Loan Agreement.

7.2 Schedule X 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 Governmental Agency supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

7.3 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.

7.4 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.

7.5 No waiver by either 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.

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

7.7 By execution and delivery of this Loan Agreement, notwithstanding the date hereof, the Governmental Agency 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.

7.8 This Loan Agreement shall terminate upon the earlier of:

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

(ii) termination by the Authority pursuant to Section 6.3 hereof; or

(iii) payment in full of the principal of and interest on the Loan and of any fees and charges owed by the Governmental Agency to the Authority.

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 Sistersville
[Proper Name of Governmental Agency]

(SEAL)

By _____
Its Mayor

Attest:

Date: March 1, 1990

_____
Its Clerk

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

By _____
Director

Attest:

Date: March 1, 1990

_____
Secretary-Treasurer

WDA-5X
(March 1988)

SCHEDULE X
DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds $ 1,057,749.00

Purchase Price of Local Bonds $ 1,057,749.00

Interest on the Local Bonds is payable on April 1 and October 1 in each year, beginning with the first semiannual interest payment date after delivery of the Local Bonds to the Authority, until the Local Bonds are paid in full, at the rate of 7.85 % per annum. Principal of the Local Bonds is payable on October 1 in each year as set forth on Exhibit 1 attached hereto and incorporated herein by reference.

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

As of the date of the Loan Agreement, the Local Bonds are subordinate as to source of and security for payment to the following obligations:

City of Sistersville
Debt Service Schedule
Analysis of Borrowing from Series 1989 B Pool
28 Principal Payments
Closing Date: 01-Mar-90

Date	Coupon	Principal	Interest	Debt Service 7.85% Bonds
01-Oct-90			48,436.09	48,436.09
01-Oct-91	7.85%	11,377.00	83,033.30	94,410.30
01-Oct-92	7.85%	12,271.00	82,140.20	94,411.20
01-Oct-93	7.85%	13,234.00	81,176.93	94,410.93
01-Oct-94	7.85%	14,273.00	80,138.06	94,411.06
01-Oct-95	7.85%	15,394.00	79,017.63	94,411.63
01-Oct-96	7.85%	16,602.00	77,809.20	94,411.20
01-Oct-97	7.85%	17,905.00	76,505.94	94,410.94
01-Oct-98	7.85%	19,311.00	75,100.40	94,411.40
01-Oct-99	7.85%	20,827.00	73,584.49	94,411.49
01-Oct-2000	7.85%	22,462.00	71,949.57	94,411.57
01-Oct-2001	7.85%	24,225.00	70,186.30	94,411.30
01-Oct-2002	7.85%	26,126.00	68,284.64	94,410.64
01-Oct-2003	7.85%	28,177.00	66,233.75	94,410.75
01-Oct-2004	7.85%	30,389.00	64,021.85	94,410.85
01-Oct-2005	7.85%	32,775.00	61,636.32	94,411.32
01-Oct-2006	7.85%	35,348.00	59,063.48	94,411.48
01-Oct-2007	7.85%	38,122.00	56,288.66	94,410.66
01-Oct-2008	7.85%	41,115.00	53,296.08	94,411.08
01-Oct-2009	7.85%	44,343.00	50,068.56	94,411.56
01-Oct-2010	7.85%	47,823.00	46,587.63	94,410.63
01-Oct-2011	7.85%	51,578.00	42,833.53	94,411.53
01-Oct-2012	7.85%	55,627.00	38,784.65	94,411.65
01-Oct-2013	7.85%	59,993.00	34,417.93	94,410.93
01-Oct-2014	7.85%	64,703.00	29,708.48	94,411.48
01-Oct-2015	7.85%	69,782.00	24,629.30	94,411.30
01-Oct-2016	7.85%	75,260.00	19,151.41	94,411.41
01-Oct-2017	7.85%	81,168.00	13,243.50	94,411.50
01-Oct-2018	7.85%	87,539.00	6,871.81	94,410.81
		1,057,749.00	1,634,199.69	2,691,948.69

SCHEDULE Y
REVENUES

In accordance with Subsection 4.1(a) of the Loan Agreement, the revenues generated from the operation of the System will be used monthly, in the order of priority listed, as follows:

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by an outstanding local resolution, indenture or other act or document, as reflected on Schedule X to the Loan Agreement, and beginning seven (7) months prior to the first date of payment of interest on the Local Bonds from revenues and thirteen (13) months prior to the first date of payment of principal of the Local Bonds, respectively, to provide debt service on the Local Bonds by depositing in a sinking fund one-sixth (1/6) of the interest payment next coming due on the Local Bonds and one-twelfth (1/12) of the principal payment next coming due on the Local Bonds and, if the Reserve Account was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit) in an amount equal to the Reserve Requirement, by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) (or such other amount as shall be acceptable to the Authority and as shall fund the Reserve Account over not more than 10 years) 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;

(iv) to provide debt service on and requisite reserves for any subordinate indebtedness of the Governmental Agency held or owned by the Authority; and

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

SCHEDULE Z

Additional and Supplemental Definitions

1. "EPA" means the United States Environmental Protection Agency and any successors to the functions thereof.

2. "Local Statute" means Chapter 16, Article 13, of the Code of West Virginia, 1931, as amended.

3. "System" means a sewage collection system and/or treatment plant or plants, intercepting sewers, outfall sewers, force mains, pumping stations, ejector stations and all appurtenances necessary or useful and convenient for the collection and/or a treatment, purification and disposal, in a sanitary manner, of liquid and solid waste, sewage, night soil and industrial wastes, in its entirety or any integral part thereof, owned by the Governmental Agency and under the supervision and control of a sanitary board, and any extensions, improvements or betterments thereto hereafter constructed or acquired from any sources whatsoever and includes the Project.

Additional Conditions and Covenants

1. The Governmental Agency agrees that it will at all times provide operation and maintenance of the System to comply with, among other State and federal standards, the water quality standards established by the West Virginia Department of Natural Resources and EPA.

2. The Governmental Agency agrees that it will permit the EPA to have access to the records of the Governmental Agency 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.

3. As a condition precedent to the Authority's making the Loan, the Governmental Agency shall have obtained, among other permits required, permits from the EPA and the West Virginia Department of Natural Resources and approval of the "Part B" supplement to its EPA grant agreement.

4. The Local Act shall contain a covenant substantially as follows:

> That the Governmental Agency will, to the full extent permitted by applicable law and the rules and regulations of the PSC, discontinue and shut off the services and facilities of the System and, in the event the Governmental Agency owns a water facility (the "Water System"), the Water System to all users of services of the System delinquent in payment of charges for the services of the System and will not restore the services of either system until all delinquent charges for the services of the System have been fully paid.

5. To the extent required by law, the Governmental Agency hereby covenants and agrees to secure approval of the Authority and all other State agencies having jurisdiction before applying for federal financial assistance for pollution abatement in order to maximize the amounts of such federal financial assistance received or to be received for all water development projects in the State.

6. Subject to any prior or parity obligations described in Schedules X and Y attached to the Loan Agreement, the net revenues derived from the operation of the System are pledged to the payment of the principal of and interest on the Local Bonds.

7. As a condition precedent to the Authority's making the Loan, the Governmental Agency shall deliver to the Authority a certificate representing the following:

(a) The Governmental Agency expects to enter into a contract within six months of the date thereof for the construction of the Project, and the amount to be expended pursuant to such contract exceeds the lesser of 2-1/2 percent of the estimated total Project cost financed with proceeds from the sale of the Local Bonds or $100,000;

(b) Work with respect to the construction of the Project will proceed with due diligence to completion. Construction is expected to be completed within three years from the date of issuance of the Authority's water development revenue bonds;

(c) All of the proceeds from the sale of the Local Bonds which will be used for payment of costs of the Project will be expended for

such purpose within three years from the date of issuance of the Authority's water development revenue bonds; and

(d) The Governmental Agency does not expect to sell or otherwise dispose of the Project, in whole or in part, prior to the last maturity date of the Local Bonds.

WDA-Supp. 5
(March 1988)

SUPPLEMENTAL LOAN AGREEMENT

THIS SUPPLEMENTAL LOAN AGREEMENT, Made and entered into in several counterparts, by and between the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY, a governmental instrumentality and body corporate of the State of West Virginia (the "Authority"), and the governmental agency designated below (the "Governmental Agency").

City of Sistersville
(Name of Governmental Agency)

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 20, Article 5C, of the Code of West Virginia, 1931, as amended (the "Act"), the Authority is empowered to make loans to governmental agencies for the acquisition or construction of water development projects by such governmental agencies and to issue water development revenue bonds of the State of West Virginia (the "State") to finance, in whole or in part, by loans to governmental agencies, one or more water development projects, all subject to such provisions and limitations as are contained in the Act;

WHEREAS, the Governmental Agency constitutes a governmental agency as defined by the Act;

WHEREAS, the Governmental Agency is authorized and empowered by the statutes of the State to construct, operate and improve a water development project, as defined by the Act, and to finance the cost of constructing or acquiring the same by borrowing money to be evidenced by revenue bonds, including supplemental, subordinate revenue bonds, issued by the Governmental Agency;

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

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

WHEREAS, on or prior to the date hereof, the Governmental Agency and the Authority entered a loan agreement with respect to the purchase by the Authority of certain Local Bonds of the Governmental Agency, all as more specifically described in Exhibit A attached hereto and incorporated herein by reference (the "Loan Agreement"); and

WHEREAS, having reviewed the Application and made all findings required by Section 5 of the Act, and having available sufficient funds therefor, the Authority is willing to lend the Governmental Agency the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of supplemental, subordinate revenue bonds of the Governmental Agency with certain available funds of the Authority (other than the proceeds of certain water development revenue bonds of the State issued by the Authority pursuant to and in accordance with the provisions of the Act and a certain general revenue bond resolution adopted by the Board of the Authority, as supplemented), subject to the Governmental Agency's satisfaction of certain legal and other requirements of the Authority's supplemental water development loan program (the "Supplemental Program") as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter contained, the Governmental Agency and the Authority hereby agree as follows:

ARTICLE I

Definitions; Loan Agreement

1.1 Capitalized terms used and not otherwise defined herein shall have the meanings respectively given them by the Loan Agreement.

1.2 Except where the context clearly indicates otherwise, the terms "Authority," "water development revenue bond," "cost," "governmental agency," "water development project," "wastewater facility" and "water facility" have the definitions and meanings ascribed to them in the Act.

1.3 "Local Act" means the official action of the Governmental Agency required by Section 4.1 hereof, authorizing the Supplemental Bonds.

1.4 "Supplemental Bonds" means the revenue bonds to be issued by the Governmental Agency pursuant to the provisions of the Local Statute, to evidence the Supplemental Loan, as hereinafter defined, and to be purchased by the Authority with certain available funds (other than the proceeds of its water development revenue bonds), the lien of which on the revenues

of the System is junior, subordinate and inferior to that of the Local Bonds, all in accordance with the provisions of this Supplemental Loan Agreement.

1.5 "Supplemental Loan" means the loan to be made by the Authority to the Governmental Agency through the purchase of Supplemental Bonds pursuant to this Supplemental Loan Agreement.

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

1.7 This Supplemental Loan Agreement is supplemental to the Loan Agreement, the terms of which are incorporated herein by reference.

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 Governmental Agency by the Consulting Engineers, the Authority having found, to the extent applicable, that the Project is consistent with the applicable comprehensive plan of water management approved by the Director of the West Virginia Department of Natural Resources (or in the process of preparation by such Director), has been approved by the West Virginia Department of Health and is consistent with the standards set by the West Virginia Water Resources Board for the waters of the State affected thereby.

2.2 Subject to the terms, conditions and provisions of this Supplemental Loan Agreement and of the Local Act, the Governmental Agency 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 Governmental Agency 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 Governmental Agency, subject to any mortgage lien or other security interest as is provided for in the Local Statute.

2.4 The Governmental Agency agrees that the Authority and its 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 Governmental Agency further agrees that the Authority and its duly authorized agents shall, prior to, at and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority in respect of the System pursuant to the pertinent provisions of the Act.

2.5 The Governmental Agency shall keep complete and accurate records of the cost of acquiring the Project site and the costs of constructing, acquiring and installing the Project. The Governmental Agency shall permit the Authority, acting by and through its Director or his duly authorized representatives, to inspect all books, documents, papers and records relating to the Project at any and all reasonable times for the purpose of audit and examination, and the Governmental Agency shall submit to the Authority such documents and information as it may reasonably require in connection with the construction, acquisition and installation of the Project and the administration of the Supplemental Loan or of any State and federal grants or other sources of financing for the Project.

2.6 The Governmental Agency agrees that it will permit the Authority and its agents to have access to the records of the Governmental Agency 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.

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

2.8 The Governmental Agency 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. Until the Project facilities are completed and accepted by the Governmental Agency, the Governmental Agency or (at the option of the Governmental Agency) 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 Governmental Agency, 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 Governmental Agency on or before the Date of Loan Closing and maintained so long as any of the Supplemental Bonds is outstanding. Prior to commencing operation of the Project, the Governmental Agency must also obtain, and maintain so long as any of the Supplemental Bonds is outstanding, business interruption insurance if available at a reasonable cost.

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

2.10 The Governmental Agency agrees that it will at all times provide operation and maintenance of the System to comply with any and all State and federal standards. The Governmental Agency agrees that qualified operating personnel properly certified by the State will be retained to operate the System during the entire term of this Supplemental Loan Agreement.

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

ARTICLE III

Conditions to Supplemental Loan; Issuance of Supplemental Bonds

3.1 The agreement of the Authority to make the Supplemental Loan is subject to the Governmental Agency's fulfillment, to the satisfaction of the Authority, of each and all of those certain conditions precedent on or before the delivery date for the Supplemental Bonds, which shall be the

date established pursuant to Section 3.4 of the Loan Agreement for delivery of the Local Bonds. Said conditions precedent are as follows:

(a) The Governmental Agency shall have performed and satisfied all of the terms and conditions to be performed and satisfied by it in this Supplemental Loan Agreement;

(b) The Governmental Agency shall have authorized the issuance of and delivered to the Authority for purchase the Supplemental Bonds described in this Article III and in Article IV hereof and shall have delivered to the Authority for purchase the Local Bonds in accordance with the Loan Agreement;

(c) The Governmental Agency shall either have received bids or entered 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 Supplemental Loan will refund an interim financing of construction, the Governmental Agency 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 shall have received a certificate of the Consulting Engineers to such effect;

(d) The Governmental Agency 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 shall have received a certificate of the Consulting Engineers to such effect;

(e) The Governmental Agency shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") necessary for the construction of the Project and operation of the System, and the Authority shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

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

(g) The Governmental Agency 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), and the Authority shall have received an opinion of counsel to the Governmental Agency, which may be local counsel to the Governmental Agency, bond counsel or special PSC counsel but must be satisfactory to the Authority, to such effect;

(h) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsection 4.1(b)(ii) hereof, and the Authority shall have received a certificate of the accountants for the Governmental Agency, or such other person or firm experienced in the finances of governmental agencies and satisfactory to the Authority, to such effect; and

(i) The net proceeds of the Supplemental Bonds, together with the net proceeds of the Local Bonds and all other 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) 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 shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of water development projects and satisfactory to the Authority, to such effect, such certificate to be in form and substance satisfactory to the Authority, and evidence satisfactory to the Authority of such irrevocably committed grants.

3.2 Subject to the terms and provisions of this Supplemental Loan Agreement, the rules and regulations promulgated by the Authority 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 Supplemental Loan to the Governmental Agency and the Governmental Agency shall accept the Supplemental Loan from the Authority, and in furtherance thereof it is agreed that the Governmental Agency shall sell to the Authority and the Authority shall make the Supplemental Loan by purchasing the Supplemental Bonds in the principal amount and at the price set forth in Schedule X hereto. The Supplemental Bonds shall have such further terms and provisions as described in Article IV hereof.

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

3.4 The Supplemental Loan will be made only in conjunction with the Loan. The Supplemental Bond shall be delivered to the Authority, at the offices of the Authority,

simultaneously with the delivery of the Local Bond to the Authority.

3.5 The Governmental Agency understands and acknowledges that it is one of several governmental agencies which have applied to the Authority for loans to finance water development projects and that the obligation of the Authority to make any such loan is subject to the Governmental Agency's fulfilling all of the terms and conditions of this Supplemental Loan Agreement and the Loan Agreement on or prior to the Date of Loan Closing and to the right of the Authority to make such loans to other governmental agencies under the conditions and in the manner described in the Loan Agreement. The Governmental Agency further understands and acknowledges that the Authority's obligation to make the Supplemental Loan is subject to the availability on the Date of Loan Closing of funds legally available therefor.

3.6 Anything in this Loan Agreement notwithstanding, if the Authority is unable to pay the proceeds of the Supplemental Bonds to the Governmental Agency on the Date of Loan Closing due to the time required for processing the purchase order or requisition for such moneys with the State, the Authority may pay such proceeds as soon as received after the Date of Loan Closing; provided, that the Supplemental Bonds shall not evidence any debt to be repaid to the Authority until the proceeds thereof are received by the Governmental Agency.

ARTICLE IV

Supplemental Bonds; Security for Supplemental Loan; Repayment of Supplemental Loan; No Interest on Supplemental Loan; Fees and Charges

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

(a) That the revenues generated from the operation of the System will be used monthly, in the order of priority listed, as set forth on Schedule Y attached hereto and incorporated herein by reference. The gross revenues of the System shall always be used for purposes of the System.

(b) Covenants substantially as follows:

(i) That the Supplemental Bonds shall be secured by the gross or net revenues from the System, as more fully set forth in Schedules X and Y attached hereto, subject to the prior and senior security therefrom granted to the Local Bonds;

(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 the Supplemental 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 the Supplemental Bonds or, if the reserve accounts established for the payment of debt service on the Local Bonds (the "Reserve Account") and for the payment of debt service on the Supplemental Bonds (the "Supplemental Reserve Account") are funded (whether by bond proceeds, monthly deposits or otherwise), respectively, at an amount at least equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement") or on the Supplemental Bonds in the then current or any succeeding year (the "Supplemental Reserve Requirement"), as the case may be, 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 the Supplemental Bonds and any such prior or parity obligations;

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

(iv) That, except as otherwise required by State 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 Local Bonds and Supplemental Bonds outstanding, with further restrictions on the disposition of portions of the System as are normally contained in such covenants;

(v) That the Governmental Agency 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 Supplemental Bonds, except the Local Bonds and bonds on a parity with the Supplemental Bonds, which parity bonds 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 Supplemental Bonds and parity bonds theretofore and then being issued and on the Local Bonds and any other obligations secured by a lien on or payable from the revenues of the System prior to the Supplemental Bonds; provided, however, that additional parity Local Bonds and additional parity Supplemental 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 Governmental Agency 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 Governmental Agency will not render any free services of the System;

(viii) That any Supplemental Bond owner may, by proper legal action, compel the performance of the duties of the Governmental Agency 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 Supplemental Bonds, the right to obtain the appointment of a receiver to administer the System or construction of the Projec , or both, as provided by law, subject to the prior and senior rights of the owner or owners of the Local Bonds;

(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 Governmental Agency will not grant any franchise to provide any services which would compete with the System;

(xi) That the Governmental Agency shall annually cause the records of the System to be audited by an independent certified public accountant and shall submit the report of said audit to the Authority, which report shall include a statement that the Governmental Agency is in compliance with the terms and provisions of the Local Act and this Supplemental Loan Agreement;

(xii) That the Governmental Agency shall annually adopt a detailed budget of the estimated expenditures for operation and maintenance of the System during the succeeding fiscal year;

(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 Supplemental Bonds, except any proceeds deposited in the Reserve Account or the Supplemental Reserve Account, must be deposited in a construction fund on which the owners of the Supplemental Bonds shall have a lien until such proceeds are applied to the construction of the Project (including the repayment of any incidental interim financing for non-construction costs); provided, that said construction fund may be the one established for the Local Bonds, which shall have a prior and senior lien thereon, but shall otherwise be kept separate and apart from all other funds of the Governmental Agency; and

(xv) That, as long as the Authority is the owner of any of the Supplemental Bonds, the Governmental Agency shall not authorize redemption of any Supplemental Bonds by it without the written consent of the Authority.

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

4.2 The Supplemental Loan shall be secured by the pledge and assignment by the Governmental Agency, as effected by the Local Act, of the fees, charges and other revenues of the Governmental Agency from the System as further set forth by and subject only to the prior and senior security therefrom for the Local Bonds and to such reservations and exceptions as are described in Schedules X and Y hereto or are otherwise expressly permitted in writing by the Authority.

4.3 The principal of the Supplemental Loan shall be repaid by the Governmental Agency annually on the day and in the years provided in Schedule X hereto.

4.4 The Supplemental Loan shall not bear interest.

4.5 The Supplemental 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 Governmental Agency.

4.6 The Governmental Agency agrees to pay from time to time, as required by the Authority, the Governmental Agency's allocable share of the reasonable administrative expenses of the Authority relating to the Supplemental Program, which administrative expenses shall be as determined by the Authority and shall include, but not be limited to, legal fees paid by the Authority.

4.7 If the schedule furnished to the Authority pursuant to Section 6.5 reflects an excess of funding for the Project, or if the Authority is otherwised advised of an excess of funding for the Project, the Authority may tender to the Governmental Agency its Supplemental Bonds for payment in an amount equal to such excess. Notwithstanding the foregoing, if the Governmental Agency has grant anticipation notes or some other interim financing outstanding upon completion of construction of the Project, it shall advise the Authority of such fact and submit a second schedule to the Authority upon payment of the interim financing, and the Authority shall not tender its Supplemental Bonds for payment until the outstanding interim financing has been paid.

ARTICLE V

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

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

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds and the Supplemental Bonds shall prove to be insufficient to produce the minimum sums set

forth in the Local Act, the Governmental Agency hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges so as to provide funds sufficient to produce the minimum sums set forth in the Local Act and as required by this Supplemental Loan Agreement.

5.3 In the event the Governmental Agency defaults in the payment of any fees due to the Authority pursuant to Section 4.6 hereof, the amount of such default shall bear interest at the rate of five percent (5%) per annum, from the date of the default until the date of the payment thereof.

5.4 The Governmental Agency hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Governmental Agency, the Authority may exercise any or all of the rights and powers granted under Section 6a of the Act, including without limitation the right to impose, enforce and collect directly charges upon users of the System.

ARTICLE VI

Other Agreements of the Governmental Agency

6.1 The Governmental Agency hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges with respect to water development projects in the event of default by governmental agencies in the terms and covenants of loan agreements, and the Governmental Agency hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Governmental Agency 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 Supplemental Loan Agreement.

6.2 The Governmental Agency hereby warrants and represents that all information provided to the Authority in this Supplemental Loan Agreement, in the Application or in any other application or documentation with respect to financing the Project was at the time provided, 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 Supplemental Loan and receiving the Supplemental Bonds, the Authority shall have the right to cancel all or any of its obligations under this Supplemental Loan Agreement if (a) any representation made to

the Authority by the Governmental Agency in connection with the Loan or the Supplemental Loan shall be incorrect or incomplete in any material respect or (b) the Governmental Agency has violated any commitment made by it in its Application or in any supporting documentation or has violated any of the terms of the Loan Agreement or this Supplemental Loan Agreement.

6.3 The Governmental Agency hereby agrees to repay on or prior to the Date of Loan Closing any moneys due and owing by it to the Authority for the planning or design of the Project, and such repayment shall be a condition precedent to the Authority's making the Supplemental Loan.

6.4 The Governmental Agency hereby agrees to give the Authority prior written notice of the issuance by it of any other obligations to be used for the Project, payable from the revenues of the System or from any grants for the Project or otherwise related to the Project or the System.

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

ARTICLE VII

Miscellaneous

7.1 Additional definitions, additional terms and provisions of the Supplemental Loan and additional covenants and agreements of the Governmental Agency are set forth in Schedule Z attached hereto and incorporated herein by reference, with the same effect as if contained in the text of this Supplemental Loan Agreement.

7.2 Schedule X shall be attached to this Supplemental 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 Governmental Agency supplementing the Local Act, a certified copy of which official action shall be submitted to the Authority.

7.3 If any provision of this Supplemental 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 Supplemental Loan Agreement, and this Supplemental Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

7.4 This Supplemental 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 Supplemental Loan Agreement.

7.5 No waiver by either party of any term or condition of this Supplemental 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 Supplemental Loan Agreement.

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

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

7.8 This Supplemental Loan Agreement shall terminate upon the earlier of:

(i) termination by the Authority of the Loan Agreement pursuant to Subsections 7.8(i) or (ii) thereof;

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

(iii) payment in full of the principal of the Supplemental Loan and of any fees and charges owed by the Governmental Agency to the Authority.

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

City of Sistersville
[Proper Name of Governmental Agency]

(SEAL)

By _____
Its Mayor

Attest:

Date: March 1, 1990

_____
Its Clerk

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By _____
Director

Attest:

Date: March 1, 1990

_____
Secretary-Treasurer

WDA-Supp. 5X
(March 1988)

SCHEDULE X
DESCRIPTION OF SUPPLEMENTAL BONDS

Principal Amount of Supplemental Bonds	$ 49,361.00
Purchase Price of Supplemental Bonds	$ 49,361.00

Principal of the Supplemental Bonds is payable on October 1 in each year as set forth on Exhibit 1 attached hereto and incorporated herein by reference. The Supplemental Bonds bear no interest.

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

As of the date of the Supplemental Loan Agreement, the Supplemental Bonds are subordinate as to source of and security for payment to the following obligations, in addition to the Local Bonds:

City of Sistersville
Debt Service Schedule
Analysis of Borrowing from Series 1989 B Pool
28 Principal Payments
Closing Date: 01-Mar-90

Date	Interest Free Loan
01-Oct-90	
01-Oct-91	1,762.97
01-Oct-92	1,762.89
01-Oct-93	1,762.89
01-Oct-94	1,762.89
01-Oct-95	1,762.89
01-Oct-96	1,762.89
01-Oct-97	1,762.89
01-Oct-98	1,762.89
01-Oct-99	1,762.89
01-Oct-2000	1,762.89
01-Oct-2001	1,762.89
01-Oct-2002	1,762.89
01-Oct-2003	1,762.89
01-Oct-2004	1,762.89
01-Oct-2005	1,762.89
01-Oct-2006	1,762.89
01-Oct-2007	1,762.89
01-Oct-2008	1,762.89
01-Oct-2009	1,762.89
01-Oct-2010	1,762.89
01-Oct-2011	1,762.89
01-Oct-2012	1,762.89
01-Oct-2013	1,762.89
01-Oct-2014	1,762.89
01-Oct-2015	1,762.89
01-Oct-2016	1,762.89
01-Oct-2017	1,762.89
01-Oct-2018	1,762.89
	49,361.00

SCHEDULE Y
REVENUES

In accordance with Subsection 4.1(a) of the Supplemental Loan Agreement, the revenues generated from the operation of the System will be used monthly, in the order of priority listed, as follows:

(i) as prescribed by the Loan Agreement, to pay Operating Expenses of the System;

(ii) as prescribed by the Loan Agreement, to the extent not otherwise limited by an outstanding local resolution, indenture or other act or document, as reflected on Schedule X to the Loan Agreement, and beginning seven (7) months prior to the first date of payment of interest on the Local Bonds from revenues and thirteen (13) months prior to the first date of payment of principal of the Local Bonds, respectively, to provide debt service on the Local Bonds by depositing in a sinking fund one-sixth (1/6) of the interest payment next coming due on the Local Bonds and one-twelfth (1/12) of the principal payment next coming due on the Local Bonds and, if the Reserve Account was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit) in an amount equal to the Reserve Requirement, by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) (or such other amount as shall be acceptable to the Authority and as shall fund the Reserve Account over not more than ten years) 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) as prescribed by the Loan Agreement, 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;

(iv) beginning thirteen (13) months prior to the first date of payment of principal of the Supplemental Bonds, to provide debt service on the Supplemental Bonds by

depositing in a sinking fund one-twelfth (1/12) of the principal payment next coming due on the Supplemental Bonds and, if the Supplemental Reserve Account was not funded concurrently with the issuance thereof in an amount equal to the Supplemental Reserve Requirement, by depositing in the Supplemental Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) (or such other amount as shall be acceptable to the Authority and as shall fund the Reserve Account over not more than 10 years) of the Supplemental Reserve Requirement or, if the Supplemental Reserve Account has been so funded (whether by Supplemental Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Supplemental Reserve Account at the Supplemental Reserve Requirement;

(v) to provide debt service on and requisite reserves for any other subordinate indebtedness of the Governmental Agency held or owned by the Authority; and

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

SCHEDULE Z

Additional and Supplemental Definitions

1. "EPA" means the United States Environmental Protection Agency and any successors to the functions thereof.

2. "Local Statute" means Chapter 16, Article 13, of the Code of West Virginia, 1931, as amended.

3. "System" means a sewage collection system and/or a treatment plant or plants, intercepting sewers, outfall sewers, force mains, pumping stations, ejector stations and all appurtenances necessary or useful and convenient for the collection and/or treatment, purification and disposal, in a sanitary manner, of liquid and solid waste, sewage, night soil and industrial wastes, in its entirety or any integral part thereof, owned by the Governmental Agency and under the supervision and control of a sanitary board, and any extensions, improvements or betterments thereto hereafter constructed or acquired from any sources whatsoever and includes the Project.

Additional Conditions and Covenants

1. The Governmental Agency agrees that it will at all times provide operation and maintenance of the System to comply with, among other State and federal standards, the water quality standards established by the West Virginia Department of Natural Resources and EPA.

2. The Governmental Agency agrees that it will permit the EPA to have access to the records of the Governmental Agency 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.

3. As a condition precedent to the Authority's making the Supplemental Loan, the Governmental Agency shall have obtained, among other permits required, permits from the EPA and the West Virginia Department of Natural Resources and approval of the "Part B" supplement to its EPA grant agreement.

4. The Local Act shall contain a covenant substantially as follows:

> That the Governmental Agency will, to the full extent permitted by applicable law and the rules and regulations of the PSC, discontinue and shut off the services and facilities of the System and, in the event the Governmental Agency owns a water facility (the "Water System"), the Water System to all users of services of the System delinquent in payment of charges for the services of the System and will not restore the services of either system until all delinquent charges for the services of the System have been fully paid.

5. To the extent required by law, the Governmental Agency hereby covenants and agrees to secure approval of the Authority and all other State agencies having jurisdiction before applying for federal financial assistance for pollution abatement in order to maximize the amounts of such federal financial assistance received or to be received for all water development projects in the State.

6. Subject to any prior or parity obligations described in Schedules X and Y attached to the Supplemental Loan Agreement, and to the prior lien of the Local Bonds, the net revenues derived from the operation of the System are pledged to the payment of the principal of the Supplemental Bonds.

Monday, December 18, 1989
Sistersville, West Virginia

A regular meeting of the common council of the City of Sistersville was held Monday, December 18, 1989 in the council chambers of city hall at 7 P.M. with William L. Gilligan, mayor presiding; the following named councilperson were present: Barbara Schaff, Joseph Miller, Robert Hicks, Robert Kehrer, Harold Pancake, and Henry Bell; Gary L. Rymer, counselor; Gene L. Patterson, commissioner; Robert Haught, Chief of Police; and Patricia O. Soliday, clerk-treasurer.

Absent none other than Councilman Garold Hopkins and Jack Bowen.

The minutes from the previous sessions were read.

Councilman Miller moved, seconded by Councilman Bell and unanimously carried the minutes be approved as read.

Kenneth Heinlein appeared before council on behalf of the TCI Cable Co. He explained to council what the new laws concerning duplication of channels would do to some of the different channels. He also stated some of the channels at different time will be blacked out.

Councilman Bell moved, seconded by Councilwoman Schaff and unanimouwly carried the mayor be authorized to wirte a letter of complaint to the Federal Communication Commission and also include a petition signed by at least 300 cable customers.

Mr. Harry Pitts a representative of Kelley, Gidley, Blair & Wolfe the city's engineering firm on the water project appeared before council concerning the water proj and the problems concerning the water tank site problem.

Councilman Bell stated he does not understand how we got mixed up in a piece of land we did not own. He feels the engineers should have had a deed in hand before they contracted something to be built on the piece of land.

Mr. Pitts presented three change orders to council and stated they would involv an additional $15,585.40 incost.

The change orders were as follows:

Change Order Number	Description	Price
2	Wage Rate Adjustment	$ 973.00
3	New Tank Level Depth Receiver, Recorder and Auto-Dialer System	10,091.00
4	Compensation for Contract Work Interruption and Delays	4,521.00

The ctiy still does not have a deed for the water tank site.

Councilman Hicks moved, seconded by Councilman Miller and unanimously carried to seek FHM approval for change order #2 in the amount of $973 which was a wage increase due to change in wage rate in this area between when the contract was awarded and job started.

Councilman Bell moved, seconded by Councilwoman Schaff and unaimously carried t accept change order # 3 for tank level depth receiver, recorder and automatic dial system.

Councilman Bell moved, seconded by Councilwoman Schaff and unanimously carried the city pay the $4,500 compensation for contract work for interruption and delays with the stipulation that FMHA agrees with this and leaves the city the option if we feel it is someone elses fault the city will take action to collect it.

The follwing resolution was presented to council after changing the $120,806.87 to $108,883.98 on the recommendation of Counselor Rymer.

WHEREAS, the City of Sistersville has undertaken a Water System Improvement Project; and,

WHEREAS, the City has secured funding for this project from the Farmer's Home Administration and the Small Cities Block Grant Program administered by the State of West Virginia and must receive approval from both agencies prior to making any disbursements related to this project; and,

WHEREAS, the City has been presented with invoices for services rendered in connection with this project.

NOW THEREFORE BE IT RESOLVED that, after careful review and consideration, the Common Council of the City of Sistersville hereby approves the following invoices for payment:

DAVE SUGAR, INC.
PERIODIC ESTIMATE # 4 $108,883.98

BE IT FURTHER RESOLVED that the Mayor of Sistersville is authorized to notify said agencies of this action, secure the necessary approval and funds and to make the disbursements as noted above.

APPROVED THIS 18th DAY OF DECEMBER, 1989.

William L. Gilligan, Mayor

ATTEST:

Patricia Soliday
Recorder

Councilman Bell moved, seconded by Councilwoman Schaff and unanimously carried the resolution be adopted.

The following resolution was presented to council:

WHEREAS, the City of Sistersville has undertaken a Water System Improvement Project; and,

WHEREAS, the City has secured funding for this project from the Farmer's Gine Administration and the Small Cities Block Grant Program administered by the State of West Virginia and umst receive approval from both agencies prior to making any disbursements related to this project; and,

WHEREAS, the City has been presented with invoices for services rendered in connection with this project.

NOW THEREFORE BE IT RESOLVED that, after careful review and consideration,

the Common Council of the City of Sistersville hereby approves the following invoices for payment;

KELLEY, GIDLEY, BLAIR & WOLFE
INVOICE #~~8~~ 9 6,120.19

BE IT FURTHER RESOLVED that the Mayor of Sistersville is authorized to notify said agencies of this action, secure the necessary approval and funds and to make the disbursements as noted above.

APPROVED THIS 18th DAY OF DECEMBER, 1989

William L. Gilligan, Mayor

ATTEST:

Patricia Soliday, Recorder

Councilman Bell moved, seconded by Councilwoman Schaff and unanimously carried the resolution be adopted.

Jim Mylott of MOVRC stated there is $100,000 left in the SCBG monies and council needs to decide what to do with this money.

Councilman Miller moved, seconded by Councilman Kehrer and unanimously carried we delay the decision on the $100,000 left in the SCBG.

Mayor Gilligan stated to council the sewer project had to be done or the city would pay $1,000 a day in fines for not upgrading the sewer plant.

Jim Mylott of MOVRC also stated the city had no choice but to do the sewer project or pay $1,000 a day in fines. He also stated the sewer rate increase would have to be adopted to fund the project.

Second reading was heard on:

CITY OF SISTERSVILLE AN ORDINANCE TO REPEAL ALL FORMER RATES FOR SANITARY SEWER SERVICES AND TO ESTABLISH NEW RATES EFFECTIVE FEBRUARY 15, 1990.

Councilman Hicks moved, seconded by Councilman Bell the ordinance be adopted on seconded reading.

Councilman Kehrer requested the council be polled.

Councilman Kehrer	no	Councilman Hicks	yes
Councilman Bell	yes	Councilman Miller	no
Councilman Pancake	no	Councilwoman Schaff	yes

Being as there was three yes and three no the Mayor voted yes to break the tie.

Motion carries.

Chief Haught appeared before council stating the search committee and he had interviewed several for teh patroman job and would like to recommend the hiring of James Allen.

Councilman Miller moved, seconded by Councilwoman Schaff and unanimously carried to hire James Allen for the position of patroman for the City of Sistersville.

Councilman Hicks moved, seconded by Councilman Miller and unanimously carried to give Jull time employees a $50 Christmas bonus and $25 for anything less then full time.

FERRY BOAT

Councilman Kehrer moved, seconded by Councilman Pancake and unanimously carried the mayor appoint a committee to studey the ferry boat operation and determine if it is economicalley feasible to continue the service.

The mayor appointed the following to serve on the committee:

Joseph Miller, chairman,; Henry Bell and Robert Hicks.

Councilman Bell moved, seconded by Councilwoman Schaff and unanimously carried the city accept the deed to the old Paul Travis property.

Councilman Miller moved, seconded by Councilman Bell and unanimously carried the city look into the tearing down of the Travis House, and then the Raymond Price house and then the Carr house.

FINANCE

Councilman Bell moved, seconded by Councilwoman Schaff and unanimously carried the list of city bills in the smount of $13,548.20 be approved for payment.

***

Councilman Bell moved, seconded by Councilwoman Schaff and unanimously carried to authorize city clerk-treasurer to collect through the magistrate court delinquent bills for city services owed to the city.

Councilman Hicks moved, seconded by Councilman Miller and unanimously carried to pay the bill owed to the law firm of McNeer, Highland and McMunn who are attorneys for the city on the lawsuit against the ferry boat and the city request that they explain their services rendered.

Councilman Pancake moved, seconded by Councilwoman Schaff and unanimously carried to transfer $700 of library monies to the library book fund.

A discussion was held concerning the use of city vehicles after working hours.

Councilman Bell moved, Seconded by Councilman Kehrer to accept the street committees recommendation that Gene, Tony and David be permitted to take city vehicles home for city use only and check with the IRS to see if they are required to pay the $3 a day charge for use of a vehicle.

Voting Yes: Councilwoman Schaff, Councilman Kehrer, Pancake, Hicks, Bell; Voting no Councilman Miller.

Motion carries.

Councilman Bell stated that the paving of Country Club Drive was less then the original estimate they had received and the money needs to be refunded to property owners.

Councilman Bell moved, seconded by Councilman Hicks and unanimously carried the street committee be authorized to figure out cost according to front footage and rebate the fifference between what was charged and what the actual cost was and rebate it to the property owners.

*** Councilman Bell moved, seconded by Councilwoman Schaff and unanimously carried the list of hospital bills in the amount of $143,556.66 be approved for payment.

Councilman Pancake moved, seconded by Councilwoman Schaff and unanimously carried the following be reappointed to the Hospital Bd of Managers: Allen Maxwell, Becky Wright, Jim Phillips and William Gilligan.

FERRY

Councilman Miller moved, seconded by Councilman Bell and unanimously carried to approve payment of the bill from Western Diesel Branch in the amount of $1,634.51.

NEW BUSINESS

Councilman Hicks moved, seconded by Councilwoman Schaff and unanimously carried to direct the city attorney to draft a resolution for an excess levy the same as the city now has and have it prepared for the next regular council meeting using the date for the election the same as the next city election which will be in March.

Councilman Hicks moved, seconded by Councilman Miller and unanimously carried to enter into an executive session at 10:30 P.M. for personnel matters.

Councilman Bell moved, seconded by Councilman Miller and unanimously carried to come out of executive session at 11P.M.

Councilman Bell moved, seconded by counailman Miller and unanimously carried the salary committee be authorized to work out the use of three persons in the business office for the next ninety days.

Councilwoman Schaff moved, seconded by Councilman Kehrer and unanimously carried council adjorn.

William L. Gilligan, Mayor

Patricia O. Soliday, clerk-treasurer

Monday, January 8, 1990
Sistersville, West Virginia

A regular meeting of the common council, City of Sistersville was held on Monday, January 8, 1990 at 7 p.m. in the council chambers of city hall with William L. Gilligan, mayor presiding; the following named councilpersons; Robert Hicks, Garold Hopkins, Joseph Miller, Robert Kehrer, Harold Pancake, Henry Bell; Gary Rymer, counselor Gene L. Patterson, commissioner, and Patricia O. Soliday, clerk-treasurer.

The minutes of the December 18, 1989 meeting were read.

Councilman Hopkins moved, seconded by Councilman Miller and unanimously carried the minutes be approved as read.

Jim Varner an attorney for McNeer, Highland and McNunn appeared before council concerning the lawsuit against the ferry boat.

Councilman Miller moved, seconded by Councilman Pancake and unanimously carried to enter into an executive session at 7:10 p.m.

CITY OF SISTERSVILLE
AN ORDINANCE TO REPEAL ALL FORMER RATES FOR SANITARY SEWER SERVICES AND TO ESTABLISH NEW RATES
EFFECTIVE FEBRUARY 15, 1990

BE IT ORDAINED BY THE CITY OF SISTESVILLE, WEST VIRGINIA:

All prior rates for sanitary sewerage services provided by the City of Sistersville are hereby repealed and news rates are established as follows:

AVAILABILITY OF SERVICE

Available for all general domestic, commericial and industrial service.

RATES (Based on metered water consumption)

First 2000 gallons per month $14.70(Minimum Bill)
Over 2000 gallons per month $14.70 plus $3.60 per 1000 gallons over 2000

DELAYED PENALTY AND RECONNECT CHARGE

Bills are payable when rendered. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the net amount shown. If any bill is not paid within forty (40) days of the date thereof, water service to the customer shall be shut off and the meter locked. On such shutting off of service, water service shall not be restored until all past due sewage and water bills have been paid in full and all accrued penalties plus a reconnect charge of fifteen ($15.00) dollars. Notice of discontinuance will be given in accordance with Public Service Commission Rules and Regulations pertaining to Sewer Utilities and Water Utilities.

CONNECTION CHARGE (TAP FEES)

The connection charge (tap fee) to be charged each new customer in advance, shall be $150.00 or actual cost of installation, including materials and labor, whichever is greater.

MULTIPLE OCCUPANCY

On apartment buildings or other multiple occupancy building, house trailer (mobile house) court or park, each family or business unit shall be required to pay not less than the minimum monthly charge.

B. The City will not render or cause to be rendered any free service of any nature by the Sewer System nor any of the facilities; and in the event that the City or any department, agency, office or employee thereof should avail itself or themselves of the services or facilities of the system, the same fees rates and charges applicable to other customers receiving like services under similar circumstances shall be charged, such charges shall be paid as they accrue, and revenues so received shall be deposited and accounted for in the same manner as other revenues of the system.

C. The city may require any applicant for any service by the System to deposit a reasonable amount to insure payment of all charges for the services rendered by the system, which deposit shall be handled and disposed of under the applicable rules and regulations of the Public Service Commision of West Virginia.

D. No allowance or adjustments in any bill for use of the services and facilities of the system shall be made for any leakage occurring on the customer's side of any water meter.

E. The city shall not be liable to any customer for any damage resulting from bursting or breakage of any line, main, pi;pe, valve, equipment or part or from discontinuance of the operation of any part of the system or from failure of any part thereof for any cause whatsoever.

F. In case of emergency, the City shall have the right to restrict the use of any part of the system in any reasonable manner for the protection of the system and the inhabitants of the City.

G. The fees, rates and charges above provided will be increased whenever such increase is necessary to pay the required revenue to discharge any indebtedness of the system and the costs of operations thereof.

H. The rates provided herein shall be effective on and after February 15, 1990, unless the Public Service Commission of West Virginia shall by order designate a different date.

I. The charges for service herein imposed shall be paid by the user thereof or the owner of the real property to which the service is rendered, who shall be jointly and severally liable for the payment of the charges herein for the sanitary sewer service rendered to said real property.

Following the first reading hereof notice of the date of proposed passage and a public hearing thereon was given by publication in the Tyler Star News, a newspaper of general circulation in the City of Sistersville on December 6 and 13, 1989.

JAN 12 1990

TYLER STAR NEWS

NOTICE OF PUBLIC HEARING

On December 18, 1989, at 7:00 p.m., the Sistersville City Council will hold a public hearing and consider for final passage, the following Ordinance:

CITY OF SISTERSVILLE
AN ORDINANCE TO REPEAL ALL FORMER RATES FOR SANITARY SEWER SERVICES AND TO ESTABLISH NEW RATES EFFECTIVE FEBRUARY 15, 1990

BE IT ORDAINED BY THE CITY OF SISTERSVILLE, WEST VIRGINIA:

All prior rates for sanitary sewerage services provided by the City of Sistersville are hereby repealed and new rates are established as follows:

AVAILABILITY OF SERVICE

Available for all general domestic, commercial and industrial service.

RATES (Based on metered water consumption)

First 2000 gallons per month $14.70 (Minimum Bill).

Over 2000 gallons per month $14.70 plus $3.60 per 1000 gallons over 2000.

DELAYED PENALTY AND RECONNECT CHARGE

Bills are payable when rendered. On all accounts not paid in full within twenty (20) days of date of bill, ten percent (10%) will be added to the net amount shown. If any bill is not paid within forty (40) days of the date thereof, water service to the customer shall be shut off and the meter locked. On such shutting off of service, water service shall not be restored until all past due sewage and water bills have been paid in full and all accrued penalties plus a reconnect charge of fifteen ($15) dollars. Notice of discontinuance will be given in accordance with Public Service Commission Rules and Regulations pertaining to Sewer Utilities and Water Utilities.

CONNECTION CHARGE (TAP FEES)

The connection charge (tap fee) to be charged each new customer in advance, shall be $150 or actual cost of installation, including materials and labor, whichever is greater.

MULTIPLE OCCUPANCY

On apartment buildings or other multiple occupancy building, house trailer (mobile house) court or park, each family or business unit shall be required to pay not less than the minimum month-

Sistersville, WV, ...December 13..... 1989

State of West Virginia, County of Tyler:

Personally appeared before the undersigned, a Notary Public, .Michael A. Gallizzo..... who, being duly sworn, states that he is the manager of Tyler Star News, a weekly newspaper of general circulation, published at Sistersville, County of Tyler, State of West Virginia, and that a copy of the notice attached hereto was published for .2. successive weeks in the Tyler Star News, beginning on the .6. day of .Dec..., 19.89 and ending on the .13. day of .Dec..., 1989

Michael A. Gallizzo
Manager, Tyler Star News

Subscribed and sworn to before me, a Notary Public of said County, on this . . . . day of . . . . . ., 19 . . .

Mary C. Rohrig Notary Public

My commission expires on the 30th day of . . . . . ., 19 . . .

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
MARY C. ROHRIG
P. O. Box 120
Middlebourne, West Virginia 26149
My Commission Expires August 30, 1993

A Resolution supplementing the Ordinance passed by the Council of The City of Sistersville on March 28, 1988, and effective May 11, 1988; providing as to date, series, interest rate, maturities, sale price, redemption provisions and other terms of the Sewer Revenue Bonds, Series 1990, and Supplemental Sewer Revenue Bonds, Series 1990, of The City of Sistersville; designating the Depository Bank, Bond Registrar and Paying Agent in connection with said Bonds; authorizing payment of the principal on and interest of the Design Note of The City of Sistersville; and making other provisions as to the Bonds.

WHEREAS, the Council (the "Council") of The City of Sistersville, West Virginia (the "City"), has duly and effectively passed as of March 28, 1988, and effective May 11, 1988, an Ordinance (the "Ordinance"), entitled:

> An Ordinance authorizing the preparation of plans and specifications for extensions, improvements and betterments to the existing sewer system of The City of Sistersville and the temporary financing of the costs thereof through the issuance by The City of Sistersville of not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988; authorizing the subsequent acquisition and construction of said extensions, improvements and betterments to the existing sewer system of The City of Sistersville and the financing of the costs thereof, not otherwise provided, through the issuance by The City of Sistersville of not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds and not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds and authorizing not more than $2,500,000 in interim construction financing, consisting of grant anticipation notes or a line of credit evidenced by notes, or any combination of the foregoing; authorizing the execution and delivery of a Trust Indenture securing the Notes; defining and prescribing the terms and provisions of the Design Notes, the Bonds and the Notes; providing for the rights and remedies of and security for the Registered Owners of the Design Notes, the Bonds and the Notes; and adopting other provisions related thereto;

WHEREAS, the capitalized terms used and not otherwise defined in this Supplemental Resolution have the respective meanings given them in the Ordinance; and

WHEREAS, on July 11, 1988, the Council of the City adopted a resolution authorizing the sale of the City's $180,000 Sewer System Design Note, Series 1988, to the Union Bank of Tyler County. The Council of the City, on October 23, 1989, adopted a resolution authorizing the extension of the maturity of said Sewer System Design Note and the execution of a renewal note (said Sewer System Design Note, together with the renewal note, hereinafter collectively referred to as the "Design Note"); and

WHEREAS, the Ordinance provides for the issuance of Sewer Revenue Bonds (the "Primary Bonds") in the aggregate principal amount not to exceed $1,300,000 and the Supplemental Sewer Revenue Bonds (the "Supplemental Bonds") in the aggregate principal amount not to exceed $500,000 (collectively, herein the "Bonds") of the City all in accordance with the Act, and the terms of the Loan Agreement and Supplemental Loan Agreement (collectively, the "Loan Agreement") to be entered into between the City and the West Virginia Water Development Authority (the "Authority"), and in the Ordinance it is provided that the dates, series, interest rates, maturities, principal amounts, redemption provisions and other terms of the Bonds should be established by a supplemental resolution and that other matters relating to the Bonds be herein provided for; and

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

WHEREAS, the Council of the City deems it essential and desirable that the Bonds be issued for the purposes of paying the Design Notes, paying the costs, not otherwise provided, of acquisition and construction of the Project, capitalizing interest during construction and of paying certain costs of issuance and related costs; and

WHEREAS, the Council of the City further deems it essential and desirable that this resolution (the "Supplemental Resolution"), be adopted and that the date, series, interest rate, maturities, sale price and other terms of the Bonds be fixed hereby in the manner stated herein, that the Loan Agreement be approved, and that other matters relating to the Bonds be herein provided for.

<u>NOW, THEREFORE, be it resolved by the Council of The City of Sistersville, West Virginia, as follows</u>:

(1) Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Sewer Revenue Bonds, Series 1990, in the aggregate principal amount of $1,057,749 (the "Primary Bonds"), and the Supplemental Sewer Revenue Bonds, Series 1990 in the aggregate principal amount of $49,361 (the "Supplemental Bonds") (collectively, the "Bonds"), all in the form set forth below and in the Ordinance:

(A) The Primary Bonds of the City shall be originally issued in the form of a single bond, numbered R-1 and designated Series 1990, in the principal amount of $1,057,749. The Primary Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 7.85% per annum, payable semiannually on April 1 and October 1 of each year, first interest payable April 1, 1990, shall be subject to redemption upon the written consent of the Authority, and upon payment of the interest and redemption premium, if any, and subject to the other requirements provided in the Loan Agreement, as long as the Authority shall be the registered owner of the Primary Bonds, and shall be payable in installments of principal on October 1 of each of the years from 1991 through 2018, inclusive, and in the amounts as set forth in "Schedule X," attached to the Loan Agreement and incorporated therein and herein by reference.

(B) The Supplemental Bonds of the City shall be originally issued in the form of a single bond, numbered SR-1 and designated Series 1990, in the principal amount of $49,361. The Supplemental Bonds shall be dated the date of delivery thereof, shall be interest free, shall be subject to redemption upon the written consent of the Authority as long as the Authority shall be the registered owner of the Supplemental Bonds, and shall be payable in installments of principal on October 1 of each of the years from 1991 through 2018, inclusive, and in the amounts as set forth in "Schedule X," attached to the Loan Agreement and incorporated therein and herein by reference.

(2) All other provisions relating to the Bonds shall be as provided in the Ordinance, and the Bonds shall be in substantially the form provided in the Ordinance with such changes, insertions and omissions as may be approved by the Mayor of the City. The execution of the Primary Bonds and Supplemental Bonds by the Mayor shall be conclusive evidence of such approval.

(3) The City does hereby ratify, approve and accept the Loan Agreement and the Supplemental Loan Agreement, including the "Schedule X" attached to each, copies of which are incorporated herein by reference, and the execution and delivery by the Mayor of the Loan Agreement and the Supplemental Loan Agreement, and the performance of the obligations contained therein, on behalf of the City have been and are hereby authorized, approved and directed. The price of the Bonds shall be 100% of par value.

(4) The City hereby appoints and designates the Union Bank of Tyler County, Sistersville, West Virginia, as the Depository Bank for the Bonds.

(5) The City hereby appoints and designates One Valley Bank, National Association, Charleston, West Virginia, as Registrar for the Bonds.

(6) The City hereby appoints and designates the West Virginia Municipal Bond Commission (the "Commission"), Charleston, West Virginia, as Paying Agent for the Bonds.

(7) The City hereby directs that $83,033.30 of the proceeds of the Primary Bonds, representing capitalized interest, be placed in the Sinking Fund at the Commission.

(8) From the proceeds of the Bonds, the City hereby authorizes the payment to the Union Bank of Tyler County of the principal of and interest on the Design Note in the amount of $145,249.35, and $8,837.50 to the Authority, representing payment in full of an outstanding Step I loan from the Authority to the City.

(9) The Mayor and City Clerk and other appropriate officers and employees of the City and the Sanitary Board are hereby authorized and directed to execute and deliver such other documents and certificates, including the Registrar's Agreement, required or desirable in connection with the Bonds hereby and by the Ordinance approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreement and the Supplemental Loan Agreement.

(10) The City shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the City 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.

(11) The City and all subordinate entities reasonably expect to issue less than $5,000,000 in aggregate principal amount of tax-exempt bonds (other than private activity bonds) during the calendar year 1990, and the City believes that it is excepted from the rebate requirement of Section 148(f) of the Code.

(12) The refunding of the Design Notes and the financing of the Project with proceeds of the Bonds is in the public interest, serves a public purpose of the City and will promote the health, welfare and safety of the residents of the City.

(13) This Supplemental Resolution shall be effective immediately upon adoption.

Resolution adopted February 27, 1990.

THE CITY OF SISTERSVILLE, WEST VIRGINIA

By _____
Mayor

ATTEST:

_____
City Clerk

[SEAL]

0454Z

City of Sistersville
Debt Service Schedule
Analysis of Borrowing from Series 1989 B Pool
28 Principal Payments
Closing Date: 01-Mar-90

Average Life: 19.48 Years
Average Coupon: 7.500
Local NIC: 7.500

Date	Coupon	Principal	Interest	Debt Service 7.85% Bonds	Interest Free Loan	Total Debt Service
01-Oct-90			48,436.09	48,436.09		48,436.09
01-Oct-91	7.85%	11,377.00	83,033.30	94,410.30	1,762.97	96,173.27
01-Oct-92	7.85%	12,271.00	82,140.20	94,411.20	1,762.89	96,174.09
01-Oct-93	7.85%	13,234.00	81,176.93	94,410.93	1,762.89	96,173.82
01-Oct-94	7.85%	14,273.00	80,138.06	94,411.06	1,762.89	96,173.95
01-Oct-95	7.85%	15,394.00	79,017.63	94,411.63	1,762.89	96,174.52
01-Oct-96	7.85%	16,602.00	77,809.20	94,411.20	1,762.89	96,174.09
01-Oct-97	7.85%	17,905.00	76,505.94	94,410.94	1,762.89	96,173.83
01-Oct-98	7.85%	19,311.00	75,100.40	94,411.40	1,762.89	96,174.29
01-Oct-99	7.85%	20,827.00	73,584.49	94,411.49	1,762.89	96,174.38
01-Oct-2000	7.85%	22,462.00	71,949.57	94,411.57	1,762.89	96,174.46
01-Oct-2001	7.85%	24,225.00	70,186.30	94,411.30	1,762.89	96,174.19
01-Oct-2002	7.85%	26,126.00	68,284.64	94,410.64	1,762.89	96,173.53
01-Oct-2003	7.85%	28,177.00	66,233.75	94,410.75	1,762.89	96,173.64
01-Oct-2004	7.85%	30,389.00	64,021.85	94,410.85	1,762.89	96,173.74
01-Oct-2005	7.85%	32,775.00	61,636.32	94,411.32	1,762.89	96,174.21
01-Oct-2006	7.85%	35,348.00	59,063.48	94,411.48	1,762.89	96,174.37
01-Oct-2007	7.85%	38,122.00	56,288.66	94,410.66	1,762.89	96,173.55
01-Oct-2008	7.85%	41,115.00	53,296.08	94,411.08	1,762.89	96,173.97
01-Oct-2009	7.85%	44,343.00	50,068.56	94,411.56	1,762.89	96,174.45
01-Oct-2010	7.85%	47,823.00	46,587.63	94,410.63	1,762.89	96,173.52
01-Oct-2011	7.85%	51,578.00	42,833.53	94,411.53	1,762.89	96,174.42
01-Oct-2012	7.85%	55,627.00	38,784.65	94,411.65	1,762.89	96,174.54
01-Oct-2013	7.85%	59,993.00	34,417.93	94,410.93	1,762.89	96,173.82
01-Oct-2014	7.85%	64,703.00	29,708.48	94,411.48	1,762.89	96,174.37
01-Oct-2015	7.85%	69,782.00	24,629.30	94,411.30	1,762.89	96,174.19
01-Oct-2016	7.85%	75,260.00	19,151.41	94,411.41	1,762.89	96,174.30
01-Oct-2017	7.85%	81,168.00	13,243.50	94,411.50	1,762.89	96,174.39
01-Oct-2018	7.85%	87,539.00	6,871.81	94,410.81	1,762.89	96,173.70
		1,057,749.00	1,634,199.69	2,691,948.69	49,361.00	2,741,309.69

Total Borrowing Amount: 1,107,110.00

ATTACHMENT

See Index No. 12 -- West Virginia Water Development Authority Loan Agreement and Supplemental Loan Agreement

A Resolution supplementing the Ordinance passed by the Council of The City of Sistersville on March 28, 1988, and effective May 11, 1988; providing as to date, series, interest rate, maturities, sale price, redemption provisions and other terms of the Sewer Revenue Bonds, Series 1990, and Supplemental Sewer Revenue Bonds, Series 1990, of The City of Sistersville; designating the Depository Bank, Bond Registrar and Paying Agent in connection with said Bonds; authorizing payment of the principal on and interest of the Design Note of The City of Sistersville; and making other provisions as to the Bonds.

WHEREAS, the Council (the "Council") of The City of Sistersville, West Virginia (the "City"), has duly and effectively passed as of March 28, 1988, and effective May 11, 1988, an Ordinance (the "Ordinance"), entitled:

> An Ordinance authorizing the preparation of plans and specifications for extensions, improvements and betterments to the existing sewer system of The City of Sistersville and the temporary financing of the costs thereof through the issuance by The City of Sistersville of not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988; authorizing the subsequent acquisition and construction of said extensions, improvements and betterments to the existing sewer system of The City of Sistersville and the financing of the costs thereof, not otherwise provided, through the issuance by The City of Sistersville of not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds and not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds and authorizing not more than $2,500,000 in interim construction financing, consisting of grant anticipation notes or a line of credit evidenced by notes, or any combination of the foregoing; authorizing the execution and delivery of a Trust Indenture securing the Notes; defining and prescribing the terms and provisions of the Design Notes, the Bonds and the Notes; providing for the rights and remedies of and security for the Registered Owners of the Design Notes, the Bonds and the Notes; and adopting other provisions related thereto;

WHEREAS, the capitalized terms used and not otherwise defined in this Supplemental Resolution have the respective meanings given them in the Ordinance; and

WHEREAS, on July 11, 1988, the Council of the City adopted a resolution authorizing the sale of the City's $180,000 Sewer System Design Note, Series 1988, to the Union Bank of Tyler County. The Council of the City, on October 23, 1989, adopted a resolution authorizing the extension of the maturity of said Sewer System Design Note and the execution of a renewal note (said Sewer System Design Note, together with the renewal note, hereinafter collectively referred to as the "Design Note"); and

WHEREAS, the Ordinance provides for the issuance of Sewer Revenue Bonds (the "Primary Bonds") in the aggregate principal amount not to exceed $1,300,000 and the Supplemental Sewer Revenue Bonds (the "Supplemental Bonds") in the aggregate principal amount not to exceed $500,000 (collectively, herein the "Bonds") of the City all in accordance with the Act, and the terms of the Loan Agreement and Supplemental Loan Agreement (collectively, the "Loan Agreement") to be entered into between the City and the West Virginia Water Development Authority (the "Authority"), and in the Ordinance it is provided that the dates, series, interest rates, maturities, principal amounts, redemption provisions and other terms of the Bonds should be established by a supplemental resolution and that other matters relating to the Bonds be herein provided for; and

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

WHEREAS, the Council of the City deems it essential and desirable that the Bonds be issued for the purposes of paying the Design Notes, paying the costs, not otherwise provided, of acquisition and construction of the Project, capitalizing interest during construction and of paying certain costs of issuance and related costs; and

WHEREAS, the Council of the City further deems it essential and desirable that this resolution (the "Supplemental Resolution"), be adopted and that the date, series, interest rate, maturities, sale price and other terms of the Bonds be fixed hereby in the manner stated herein, that the Loan Agreement be approved, and that other matters relating to the Bonds be herein provided for.

<u>NOW, THEREFORE, be it resolved by the Council of The City of Sistersville, West Virginia, as follows</u>:

(1) Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Sewer Revenue Bonds, Series 1990, in the aggregate principal amount of $1,057,749 (the "Primary Bonds"), and the Supplemental Sewer Revenue Bonds, Series 1990 in the aggregate principal amount of $49,361 (the "Supplemental Bonds") (collectively, the "Bonds"), all in the form set forth below and in the Ordinance:

(A) The Primary Bonds of the City shall be originally issued in the form of a single bond, numbered R-1 and designated Series 1990, in the principal amount of $1,057,749. The Primary Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 7.85% per annum, payable semiannually on April 1 and October 1 of each year, first interest payable April 1, 1990, shall be subject to redemption upon the written consent of the Authority, and upon payment of the interest and redemption premium, if any, and subject to the other requirements provided in the Loan Agreement, as long as the Authority shall be the registered owner of the Primary Bonds, and shall be payable in installments of principal on October 1 of each of the years from 1991 through 2018, inclusive, and in the amounts as set forth in "Schedule X," attached to the Loan Agreement and incorporated therein and herein by reference.

(B) The Supplemental Bonds of the City shall be originally issued in the form of a single bond, numbered SR-1 and designated Series 1990, in the principal amount of $49,361. The Supplemental Bonds shall be dated the date of delivery thereof, shall be interest free, shall be subject to redemption upon the written consent of the Authority as long as the Authority shall be the registered owner of the Supplemental Bonds, and shall be payable in installments of principal on October 1 of each of the years from 1991 through 2018, inclusive, and in the amounts as set forth in "Schedule X," attached to the Loan Agreement and incorporated therein and herein by reference.

(2) All other provisions relating to the Bonds shall be as provided in the Ordinance, and the Bonds shall be in substantially the form provided in the Ordinance with such changes, insertions and omissions as may be approved by the Mayor of the City. The execution of the Primary Bonds and Supplemental Bonds by the Mayor shall be conclusive evidence of such approval.

(3) The City does hereby ratify, approve and accept the Loan Agreement and the Supplemental Loan Agreement, including the "Schedule X" attached to each, copies of which are incorporated herein by reference, and the execution and delivery by the Mayor of the Loan Agreement and the Supplemental Loan Agreement, and the performance of the obligations contained therein, on behalf of the City have been and are hereby authorized, approved and directed. The price of the Bonds shall be 100% of par value.

(4) The City hereby appoints and designates the Union Bank of Tyler County, Sistersville, West Virginia, as the Depository Bank for the Bonds.

(5) The City hereby appoints and designates One Valley Bank, National Association, Charleston, West Virginia, as Registrar for the Bonds.

(6) The City hereby appoints and designates the West Virginia Municipal Bond Commission (the "Commission"), Charleston, West Virginia, as Paying Agent for the Bonds.

(7) The City hereby directs that $83,033.30 of the proceeds of the Primary Bonds, representing capitalized interest, be placed in the Sinking Fund at the Commission.

(8) From the proceeds of the Bonds, the City hereby authorizes the payment to the Union Bank of Tyler County of the principal of and interest on the Design Note in the amount of $145,249.35, and $8,837.50 to the Authority, representing payment in full of an outstanding Step I loan from the Authority to the City.

(9) The Mayor and City Clerk and other appropriate officers and employees of the City and the Sanitary Board are hereby authorized and directed to execute and deliver such other documents and certificates, including the Registrar's Agreement, required or desirable in connection with the Bonds hereby and by the Ordinance approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreement and the Supplemental Loan Agreement.

(10) The City shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the City 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.

(11) The City and all subordinate entities reasonably expect to issue less than $5,000,000 in aggregate principal amount of tax-exempt bonds (other than private activity bonds) during the calendar year 1990, and the City believes that it is excepted from the rebate requirement of Section 148(f) of the Code.

(12) The refunding of the Design Notes and the financing of the Project with proceeds of the Bonds is in the public interest, serves a public purpose of the City and will promote the health, welfare and safety of the residents of the City.

(13) This Supplemental Resolution shall be effective immediately upon adoption.

Resolution adopted February 27, 1990.

THE CITY OF SISTERSVILLE, WEST VIRGINIA

By _____
Mayor

ATTEST:

_____
City Clerk

[SEAL]

0454Z

City of Sistersville
Debt Service Schedule
Analysis of Borrowing from Series 1989 B Pool
28 Principal Payments
Closing Date: 01-Mar-90

Average Life: 19.48 Years
Average Coupon: 7.500
Local NIC: 7.500

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01-Oct-2017	7.85%	81,168.00	13,243.50	94,411.50	1,762.89	96,174.39
01-Oct-2018	7.85%	87,539.00	6,871.81	94,410.81	1,762.89	96,173.70
		1,057,749.00	1,634,199.69	2,691,948.69	49,361.00	2,741,309.69

Total Borrowing Amount: 1,107,110.00

Tuesday, February 27, 1990
Sistersville, West Virginia

A special meeting of the common council of the City of Sistersville was held in the council chambers of city hall tuesday, February 27, 1990 at 7:00 p.m. for the purpose of:

1. Sammee Gee - Sewer Bond
   Resolution suthorizing sewer revenue bonds.
2. Harry Pitts - Discussion and consideration of Water Improvement Project
   Contract # 1 and # 2
3. First reading on ordinance for downtown parking

Presiding over the meeting was William L. Cilligan, mayor; the following council persons were present: Harold Pancake, Garold Hopkins, Joseph Miller, Henry Bell, Robert Hicks, Robert Kehrer, Jack Bowen, Barbara Schaff, Gary Rymer; counselor; Cene L. Patterson; commissioner and Patricia O. Soliday; clerk-treasurer.

First reading was heard on:
An ordinance to establish all parking restrictions in downtown Sistersville, West Virginia and to remove any parking meters therefrom

Councilmen Miller moved, seconded by Councilmen Pancake the ordinance be passed on first reading.

A discussion was held concerning the ordinance and Councilmen Bell stated he and Councilman Hopkins had petitioned the business places in town and thirteen were in favor of leaving them in. He said in his opinion he would have a hard time voting to take them out if the business people wanted them left in.
Councilman Miller said he would question the petition being legal as the names are not listed on the questionaire.

Council was polled:

Councilman Kehrer	- yes	Councilman Hicks	- no
Councilman Bell	- no	Councilman Miller	- yes
Councilman Pancake	- yes	Councilman Hopkins	- no
Councilman Bowen	- no	Councilwoman Schaff	yes

As there was a tie, Mayor William L. Cilligan voted yes. Motion carries the ordinance be accepted on first reading.

Sammee Gee of Jackson & Kelly presented the following resolution to council on the Sewer Revenue Bond:

A Resolution supplementing the Ordinance passed by the Council of The City of Sistersville on March 28, 1988, and effective May 11, 1988; providing as to date, series, interest rate, maturities, sale price, redemption provisions and other terms of the Sewer Revenue Bonds, Series 1990, and Supplemental Sewer Revenue Bonds, Series 1990, of The City of Sistersville; designating the Depository Bank, Bond Registrar and Paying Agent in connection with said Bonds; authorizing payment of the principal on and interest of the Design Note of The City of Sistersville; and making other provisions as to the Bonds.

WHEREAS, the Council (the "Council") of The City of Sistersville, West Virginia (the "City"), has duly and effectively passed as of March 28, 1988, and effective May 11, 1988, an Ordinance (the "Oridinance"), entitled:

An Ordinance authorizing the preparation of plans and specifications for extensions, improvements and betterments to the existing sewer system

of The City of Sistersville and the temporary financing of the costs thereof through the issuance by The City of Sistersville of not more than $200,000 in aggregate principal amount of Sewer System Design Notes, Series 1988; authorizing the subsequent acquistion and construction of said extensions, improvements and betterments to the existing sewer system of The City of Sistersville and the financing of the costs thereof, not otherwise provided, through the issuance by The City of Sistersville of not more than $1,300,000 in aggregate principal amount of Sewer Revenue Bonds and not more than $500,000 in aggregate principal amount of Supplemental Sewer Revenue Bonds and authorizing not more than $2,500,00 in interim construction financing, consisting of grant anticipation notes or a line of credit evidenced by notes, or any combination of the foregoing; authorizing the execution and delivery of a Trust Indenture securing the Notes; defining and prescribing the terms and provisions of the Design Notes, the Bonds and the Notes; providing for the rights and remedies of and security for the Registered Owners of the Design Notes, the Bonds and the Notes; and adopting other provisions related thereto;

WHEREAS, the capitalized terms used and not otherwise defined in this Supplemental Resolution have the respective meanings given them in the Ordinance; and

WHEREAS, on July 11, 1988, the Council of the City adopted a resolution authorizing the sale of the City's $180,000 Sewer System Design Note, Series 1988, th the Union Bank of Tyler County. The Council of the City, on October 23, 1989, adopted a resolution authorizing the extension of the maturity of said Sewer System Design Note and the execution of a renewal note (said Sewer System Design Note, together with the renewal note, hereinafter collectively referred to as the "Design Note"), and

WHEREAS, the Ordinance provides for the issuance of Sewer Revenue Bonds (the "Primary Bonds") in the aggregate principal amount not to exceed $1,300,000 and the Supplemental Sewer Revenue Bonds (the "Supplemental Bonds") in the aggregate principal amount not to exceed $500,000 (collectively, herein the "Bonds") of the City all in accordance with the Act, and the terms of the Loan Agreement and Supplemental Loan Agreement (collectively, the "Loan Agreement") to be entered into between the City and the West Virginia Water Development Authority (the "Authority"), and in the Ordinance it is provided that the dates, series, interest rates, maturities, principal amounts, redemption provisions and other terms of the Bonds should be established by a supplemental resolution and that other matters relating to the Bonds be herein provided for; and

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

WHEREAS, the Council of the City deems it essential and desirable that the Bonds be issued for the purposes of paying the Design Notes, paying the costs, not otherwise provided, of acquisition and construction of the Project, capitalizing interest during construction and of paying certain costs of issuance and related costs; and

WHEREAS, the Council of the City further deems it essential and desirable that this resolution (the "Supplemental Resolution"), be adopted and that the date, series, interest rate, maturities, sale price and other terms of the Bonds be fixed hereby in the manner stated herein, that the Loan Agreement be approved, and that other matters relating to the Bonds be herein provided for.

NOW, THEREFORE, be it resolved by the Council of The City of Sistersville, West Virginia, as follows:

(1) Pursuant to the Ordinance and the Act, this Supplemental Resolution is adopted and there are hereby authorized and ordered to be issued the Sewer Revenue Bonds, Series 1990, in the aggregate principal amount of $1,057,749 (the "Primary Bonds"), and the Supplemantal Sewer Revenue Bonds, Series 1990 in the aggregate principal amount of $49,361 (the "Supplemantal Bonds") (collectively, the "Bonds"), all in the form set forth below and in the Ordinance:

(A) The Primary Bonds of the City shall be originally issued in the form of a single bond, numbered R-1 and designated Series 1990, in the principal amount of $1,057,749. The Primary Bonds shall be dated the date of delivery thereof, shall bear interest at the rate of 7.85% per annum, payable semiannually on April 1 and October 1 of each year, first interest payable April 1, 1990, shall be subject to redemption upon the written consent of the Authority, and upon payment of the interest and redemption premium, if any, and subject to the other requirements provided in the Loan Agreement, as long as the Authority shall be the resistered owner of the Primary Bonds, and shall be payable in installments of principal on October 1 of each of the years from 1991 through 2018, inclusive, and in the amounts as set forth in "Schedule X," attached to the Loan Agreement and incorporated therein and herein by reference.

(B) The Supplemental Bonds of the City shall be originally issued in the form of a single bond, numbered SR-1 and designated Series 1990, in the principal amount of $49,361. The Supplemental Bonds shall be dated the date of delivery thereof, shall be interest free, shall be subject to redemption upon the written consent of the Authority as long as the Authority shall be the registered owner of the Supplemental Bonds, and shall be payable in installments of principal on October 1 of each of the years from 1991 through 2018, inclusive, and in the amounts as set forth in "Schedule X," attached to the Loan Agreement and incorporated therein and herein by reference.

(2) All other provisions relating to the Bonds shall be as provided in the Ordinance, and the Bonds shall be in substantially the form provided in the Ordinance with such changes, insertions and omissions as may be approved by the Mayor of the City. The execution of the Primary Bonds and Supplemental Bonds by the Mayor shall be conclusive evidence of such approval.

(3) The City does hereby ratify, approve and accept the Loan Agreement and the Supplemental Loan Agreement, including the "Schedule X" attached to each, copies of which are incorporated herein by reference, and the execution and delivery by the Mayor of the Loan Agreement and the Supplemental Loan Agreement, and the performance of the obligations contained therein, on behalf of the City have been and are hereby authorized, approved and directed. The price of the Bonds shall be 100% of par value.

(4) The City hereby appoints and designates the Union Bank of Tyler County, Sistersville, West Virginia, as the Depository Bank for the Bonds.

(5) The City hereby appoints and designates One Valley Bank, National Association, Charleston, West Virginia, as Registrar for the Bonds.

(6) The City hereby appoints and designates the West Virginia Municipal Bond Commission (the "Commission"), Charleston, West Virginia, as Paying Agent for the Bonds.

(7) The city hereby directs that $83,033.30 of the proceeds of the Primary Bonds, representing capitalized interest, be placed in the Sinking Fund at the Commission.

(8) From the proceeds of the Bonds, the City hereby authorized the payment to the Union Bank of Tyler County of the principal of and interest on the Design Note in the amount of $145,249.35, and $8,837.50 to the Authority, representing payment in full of an outstanding Step 1 loan from the Authority to the City.

(9) The Mayor and City Clerk and other appropriate officers and employees of the City and the Sanitary Board are hereby authorized and directed to execute and deliver such other documents and certificated including the Registrar's Agreement, required or desirable in connection with the Bonds hereby and by the Ordinance approved and provided for, to the end that the Bonds may be delivered to the Authority pursuant to the Loan Agreement and the Supplemental Loan Agreement.

(10) The City shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the City 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.

(11) The City and all subordinate entities reasonably expect to issue less than $5,000,000 in aggregate principal amount of tax-exempt bonds (other than private activity bonds) during the calendar year 1990, and the City believes that it is excepted from the rebate requirement of Section 148(f) of the Code.

(12) The refunding of the Design Notes and the financing of the Project with proceeds of the Bonds is in the public interest, serves a public purpose of the City and will promote the health, welfare and safety of the residents of the City.

(13) This Supplemental Resolution shall be effective immediately upon adoption.

Resolution adopted February 27, 1990.

THE CITY OF SISTERSVILLE, WEST VIRGINIA

By A. L. Gilligan
Mayor

ATTEST:

Patricia D Soliday
City Clerk

[SEAL]

City of Sistersville
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01-Oct-93	7.85%	13,234.00	81,176.93	94,410.93	1,762.89	96,173.8
01-Oct-94	7.85%	14,273.00	80,138.06	94,411.06	1,762.89	96,173.9
01-Oct-95	7.85%	15,394.00	79,017.63	94,411.63	1,762.89	96,174.5
01-Oct-96	7.85%	16,602.00	77,809.20	94,411.20	1,762.89	96,174.0
01-Oct-97	7.85%	17,905.00	76,505.94	94,410.94	1,762.89	96,173.83
01-Oct-98	7.85%	19,311.00	75,100.40	94,411.40	1,762.89	96,174.29
01-Oct-99	7.85%	20,827.00	73,584.49	94,411.49	1,762.89	96,174.38
01-Oct-2000	7.85%	22,462.00	71,949.57	94,411.57	1,762.89	96,174.46
01-Oct-2001	7.85%	24,225.00	70,186.30	94,411.30	1,762.89	96,174.19
01-Oct-2002	7.85%	26,126.00	68,284.64	94,410.64	1,762.89	96,173.53
01-Oct-2003	7.85%	28,177.00	66,233.75	94,410.75	1,762.89	96,173.64
01-Oct-2004	7.85%	30,389.00	64,021.85	94,410.85	1,762.89	96,173.74

01-Oct-2005	7.85%	32,775.00	61,636.32	94,411.32	1,762.89	96,174.21
01-Oct-2006	7.85%	35,348.00	59,063.48	94,411.48	1,762.89	96,174.37
01-Oct-2007	7.85%	38,122.00	56,288.66	94,410.66	1,762.89	96,173.55
01-Oct-2008	7.85%	41,115.00	53,296.08	94,411.08	1,762.89	96,173.97
01-Oct-2009	7.85%	44,343.00	50,068.56	94,411.56	1,762.89	96,174.45
01-Oct-2010	7.85%	47,823.00	46,587.63	94,410.63	1,762.89	96,173.52
01-Oct-2011	7.85%	51,578.00	42,833.53	94,411.53	1,762.89	96,174.42
01-Oct-2012	7.85%	55,627.00	38,784.65	94,411.65	1,762.89	96,174.54
01-Oct-2013	7.85%	59,993.00	34,417.93	94,410.93	1,762.89	96,173.82
01-Oct-2014	7.85%	64,703.00	29,708.48	94,411.48	1,762.89	96,174.37
01-Oct-2015	7.85%	69,782.00	24,629.30	94,411.30	1,762.89	96,174.19
01-Oct-2016	7.85%	75,260.00	19,151.41	94,411.41	1,762.89	96,174.30
01-Oct-2017	7.85%	81,168.00	13,243.50	94,411.50	1,762.89	96,174.39
01-Oct-2018	7.85%	87,539.00	6,871.81	94,410.81	1,762.89	96,173.70
		1,057,749.00	1,634,199.69	2,691,948.69	49,361.00	2,741,309.69

Total Borrowing Amount: 1,107,110.00

Councilman Hopkins moved seconded by Councilwoman Schaff, the resolution be adopted.

Voting yes all council persons but Councilman Bell who abstained due to possible conflict of interest as he is a stock holder in the Union Bank of Tyler County.

Motion carries.

Jim Mylott of Mid-Ohio Valley Regional Council appeared before council with the following resolution;

WHEREAS, the City of Sistersville has undertaken a Water System Improvement Project, and

WHEREAS, the City has secured funding for this project from the Farmer's Home Administration and the Small Cities Block Grant Program administered by the State of West Virginia and must receive approval from both agencies prior to making any disbursements related to this project; and,

WHEREAS, the City has been presented with invoices for services rendered in connection with this project.

NOW THEREFORE BE IT RESOLVED that, after careful review and consideration, the Common Council of the City of Sistersville hereby approves the following invoices for payment:

1.	Mid-Atlantic Storage Systems, Inc.	$17,456.75
2.	Kelley, Gidley, Blair & Wolfe	$ 3,759.12
3.	Mid-Ohio Valley Area Development Corp.	$ 2,508.18

BE IT FURTHER RESOLVED that the Mayor of Sistersville is authorized to notify asid agencies of this action, secure the necessary approval and

APPROVED THIS 8th DAY OF JANUARY, 1990.

W. L. Gilligan

William L. Gilligan
Mayor.

ATTEST:

Patricia O Soliday

Patricia Soliday
Recorder

Councilman Bowen moved seconded by Councilman Hopkins and unanimously carried the resolution be adopted.

Harry Pitts of Kelley, Gidley Blair & Wolfe appeared before council for approval of purpose change order #3 which is to pay Dave Sugar an extra $2,200 to come back and install the approximately fifty foot of pipe to tie into the tank vault. Mid-Atlantic Construction wanted $8,100 to install the pipe and to go out for another contractor, the city would have to rebid the job and a new contractor would have

to meet all permit requirements, regulations and bonding details which would take another six months just to get through the paper work.

Councilman Pancake moved, seconded by Councilman Miller and unanimiously carried Dave Sugar purpose change order number #3 be accepted.

Councilman Hopkins moved, seconded by Councilwoman Schaff, council adjourn.

William L. Gilligan, Mayor

Patricia O. Soliday, Clerk treasurer

March 12, 1990
Sistersville, West Virginia

A regular meeting of the common council City of Sistersville was held Monday, March 12, 1990 in the council chambers of city hall at 7:00 P.M. with William L. Gilligan, mayor presiding; the following named councilpersons were present: Barbara Schaff, Garold Hopkins, Joseph Miller, Robert Hicks, Harold Pancake, and Henry Bell; Gary Rymer, counselor; Gene L. Patterson, commissioner; and Patricia O. Soliday, clerk-treasurer.

The minutes of the meetings held February 13th and 27 th were read.

Councilman Hicks moved, seconded by Councilman Miller and unanimously carried the minutes be amended to read Harold Pancake instead of Jack Pancake.

Councilman Barbara Schaff moved, seconded by councilman Hicks and unanimously carried the minutes be adopted as amended.

Gen Rice representing the Planning Commission appeared before council to outline their proposal for the Main Street School Building and for the city's approval for them to apply for admittance to the West Virginia's Main Street Program. They also need to have council provide telephone and electric service at the Main Street School building.

Councilman Barbara schaff moved, seconded by Councilman Pancake and unanimously carried to approve the following resolution:

A RESOLUTION AUTHORIZING PARTICIPATION IN THE MAIN STREET WEST VIRGINIA PROGRAM AND DESIGNATIVE THE CHIEF ELECTED OFFICIAL TO COORDINATE ALL PROGRAM ACTIVITIES.

WHEREAS, the West virginia Main Street Program has been established in the Main Street West Virginia office to assist small cities and towns in developing a public/private effort to revitalize the "Main Street" areas, and

WHEREAS, Sistersville desires to participate in the Main Street West Virginia program,

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE MUNICIPALITY OF SISTERSVILLE AS FOLLOWS:

1. That the Municipality of Sistersville applies for selection to participate in the FY91 Main Street West Virginia program with the specific goal of revitalizing the central business district within the context of the preservation and rehabilitation of its historic buildings.

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: February 8, 1990

CASE NO. 89-747-S-CN

THE CITY OF SISTERSVILLE,
a municipal corporation, Tyler
County.
Application for a certificate of convenience
and necessity to construct, operate and maintain
a secondary sewer treatment facility at
Sistersville, Tyler County.

FINAL ORDER

On November 3, 1989, The City of Sistersville (Sistersville or Applicant), a municipal corporation, Sistersville, Tyler County, filed an application with the Public Service Commission, duly verified, pursuant to West Virginia Code §24-2-11, for a certificate of convenience and necessity to construct, operate and maintain a secondary sewer treatment facility at Sistersville.

On January 31, 1990, Staff Attorney Thomas Sayre filed the Joint Staff Memorandum, dated January 30, 1990, in this proceeding. Attached to the Joint Staff Memorandum is the Internal Memorandum dated January 17, 1990, from Utilities Analyst Woody Bare and Staff Engineer C. E. Windham, P.E., Water and Sewer Section, Utilities Division. Also attached thereto is the Internal Memorandum dated January 29, 1990, from Utilities Analyst Woody Bare, Water and Sewer Section, Utilities Division.

According to the Internal Memorandum dated January 17, 1990, the secondary sewer treatment plant facility, for which a certificate of convenience and necessity is sought, shall be comprised of a 300,000 gallon per day sewage oxidation ditch with a 30,500 gallon inchannel clarifier, a 51,800 gallon sludge holding tank and filter press, and an ultraviolet disinfection unit with a peak flow capacity of 1,000,000 gallons per day. Also included in the project are pump lift station modifications and all other necessary appurtenances.

According to the January 17, 1990, Internal Memorandum, the reason the Applicant is seeking this certificate is because the Applicant is experiencing difficulty in treating its wastewater. Sistersville has a combined sewer collection system which discharges primarily treated sewage into the Ohio River. The proposed upgrading of the system would be for the purpose of meeting the secondary effluent limits set forth by the West Virginia Department of Natural Resources (DNR) in a compliance order issued against Sistersville on September 24, 1984. Failure to comply with this order could result in administrative enforcement against Sistersville by the DNR and/or the Federal Environmental Protection Agency (EPA). The

DNR's Division of Water Resources has issued National Pollution Discharge Elimination System (NPDES) Permit No. WV0021814 for this proposed secondary sewer treatment plant project. The Commission Staff's review of the plans and specifications for the project revealed no conflict with the Commission's rules and regulations.

In the January 17, 1990, Internal Memorandum, the total project cost was set forth as $2,328,610. However, in his Internal Memorandum dated January 29, 1990, Utilities Analyst Woody Bare indicated that the total project cost had been scaled back since actual bids had been received for a lower amount. The total projected cost for the project is now set at $2,279,870, with funding being provided by an EPA grant in the amount of $1,172,760 and bond proceeds from the State Water Development Authority (WDA) in the amount of $1,107,110. The bonds will bear interest at the annual rate of 7.5% and will be amortized over 28 years.

The Commission Staff believes the operation and maintenance expense increase which will be brought about by the completion of the project is reasonable and consistent with the proposed improvements. As a result of the bond issuance, the Applicant's debt service, including revenue, will be $105,798 annually. The Applicant has enacted a rate ordinance which will provide adequate revenues to cover these increases. The proforma revenues resulting from the new rate ordinance would result in a debt service coverage of 127.6% and a surplus of approximately $15,000, which amount will adequately cover nominal plant additions.

The Commission Staff is convinced that Sistersville has shown a need for the project, adequate funding for construction, and adequate rates for continued operation.

Staff Attorney Thomas Sayre, in the Joint Staff Memorandum dated January 30, 1990, states that Sistersville has submitted proof of publication of its certificate application, in the Tyler Star News, a weekly newspaper published and of general circulation in Tyler County. The Certificate of Publication was received by the Commission on November 27, 1989, and indicated the notice of filing was published November 15, 1989. The notice indicated if no protests were received within thirty (30) days, the Commission may waive formal hearing and grant the application based upon a review of the application and the evidence submitted therewith. The thirty (30) days within which to make protest to the application expired December 15, 1989, and no protests were received. The Applicant further presented proof of publication of its rate ordinance. This Certificate of Publication was received January 15, 1990, and indicated the Notice of Public Hearing was published in the Tyler Star News, a weekly newspaper published and of general circulation in Tyler County, on December 6, 1989, and December 13, 1989. According to the Joint Staff Memorandum, the rate increase ordinance was finally approved on December 18, 1989. There was no public protest to said rate increase and the same will become effective February 15, 1990.

Mr. Sayre also indicated that the Commission Staff recommends approval of the certificate without a hearing, but believes certain provisions in Sistersville's ordinance should be modified in order to clarify the application. Mr. Sayre listed the delayed payment penalty clause, the

tap fee clause and the multiple occupancy billing clause, as needing modification.

DISCUSSION

Upon consideration of all of the above, the Administrative Law Judge (ALJ) will waive the necessity for a hearing and will approve this application for a certificate of convenience and necessity made by Sistersville for the purpose of constructing, operating and maintaining a secondary sewer system. However, the proposed amendments to Sistersville's rate ordinance suggested by the Commission Staff in order to clarify or modify the City's delayed payment penalty clause, the tap fee clause and the multiple occupancy billing clause, will not be approved by the ALJ, since these matters are not before the Commission for decision at this time. The Applicant, the City of Sistersville, is a municipal corporation and not a public service district. West Virginia Code §24-2-4b sets forth the Commission's jurisdiction over changing rates for a municipally operated public utility. None of the criteria for the Commission to intervene and change the rate ordinance have been met at this time. The ALJ is of the opinion that the proposed changes suggested by Staff are not relevant to this certificate case. On the other hand, the ALJ is not stating the proposed changes are without merit. However, since none of Sistersville's customers protested the rate change ordinance nor filed a petition as set forth in West Virginia Code §24-2-4b, these issues are not before the Commission and the ALJ is without authority to make a ruling one way or the other pertaining to Staff's suggestions.

FINDINGS OF FACT

1. On November 3, 1989, The City of Sistersville, a municipal corporation, Sistersville, Tyler County, filed an application for a certificate of convenience and necessity to construct, operate and maintain a secondary sewer treatment facility at Sistersville. (See, Joint Staff Memorandum, filed January 31, 1990).

2. The secondary sewer treatment facility shall be comprised of a 300,000 gallon per day sewage oxidation ditch with a 30,500 gallon inchannel clarifier, a 51,800 gallon sludge holding tank and filter press, and an ultraviolet disinfection unit with a peak flow capacity of 1,000,000 gallons per day. Modifications in the Applicant's pump lift stations and other appurtenances to its sewer system are also included in the project. (See, Joint Staff Memorandum filed January 30, 1990).

3. The total project cost will be $2,279,870, with funding provided by an EPA grant ($1,172,760) and a WDA bond issue ($1,107,110) with interest at the rate of 7.5% annually amortized over a 28 year period. (See, Joint Staff Memorandum filed January 30, 1990).

4. The need for this certificate is predicated upon the Applicant's problems in properly treating its wastewater, resulting in a citation from the DNR by order dated September 24, 1984. (See, Joint Staff Memorandum filed January 30, 1990).

5. The Applicant has taken the necessary steps to properly fund this proposed project, including passage of a rate increase ordinance. (See, Joint Staff Memorandum filed January 30, 1990).

6. Proper notice of the application for a certificate of convenience and necessity has been duly given and no protests were filed within the protest period. (See, Joint Staff Memorandum filed January 30, 1990).

7. Commission Staff recommends granting approval of the certificate without necessity of a hearing. (Joint Staff Memorandum filed January 30, 1990).

8. Commission Staff also recommended making certain modifications to the Applicant's rate ordinance to clarify the application. (See, Joint Staff Memorandum filed January 30, 1990).

CONCLUSIONS OF LAW

1. Since the Applicant has demonstrated a real need for the proposed secondary sewer treatment facility; since the Applicant has made all necessary provisions to properly fund the project; and since no timely protests have been filed to the application after proper notice was given, the application for a certificate of convenience and necessity should be granted, without a hearing.

2. Since no petition has been filed pertaining to the rate ordinance and none of the other prerequisites or provisions of West Virginia Code §24-2-4b have been met, the Commission is without jurisdiction at this time to consider the proposed changes to the Applicant's rate ordinance suggested by Commission Staff.

ORDER

IT IS, THEREFORE, ORDERED that the requirement for a formal hearing be, and the same hereby is, waived, pursuant to West Virginia Code §24-2-11, and the application for a certificate of convenience and necessity filed by The City of Sistersville on November 3, 1989, to construct, operate and maintain a secondary sewer treatment facility at Sistersville, be, and the same hereby is, approved.

IT IS FURTHER ORDERED that the Commission Staff proposed changes to Sistersville's rate ordinance be, and they hereby are, denied.

IT IS FURTHER ORDERED that the Applicant's provision for funding the project hereby certificated be, and the same hereby is, approved.

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

This order is issued pursuant to General Order No. 212, dated December 16, 1982, which order designates the Division of Administrative Law

Judges as the initial decision making body in the Public Service Commission and authorizes the Public Service Commission Administrative Law Judges to issue orders on behalf of the Commission in all proceedings filed pursuant to Chapter 24 of the West Virginia Code, which proceedings are not set for hearing and which orders shall have the full force and effect of Commission orders, without the provision for the filing of exceptions thereto.

Leave is hereby granted to the parties to file a petition for further hearing, reopening, or rehearing pursuant to Rule 19 of the Commission's Rules of Practice and Procedure with the Executive Secretary of the Commission within ten (10) days after the date this order is mailed.

Ronnie Z. McCann
Administrative Law Judge

RZM:mal

U.S. ENVIRONMENTAL PROTECTION AGENCY
EPA ASSISTANCE AGREEMENT/AMENDMENT
PART I - ASSISTANCE NOTIFICATION INFORMATION

1. AGREEMENT NO. C-540264-02-0 | 2. AMENDMENT NO. Three-C
3. DATE OF AWARD SEP 25 1987 | 4. MAILING DATE OCT 2 1987

5. AGREEMENT TYPE		6. PAYMENT METHOD	7. TYPE OF ACTION
Cooperative Agreement		☐ Advance ☒ Reimbursement ☐ Letter of Credit	
Grant Agreement	X	Send Payment Request To: Grants Management Branch	Continuation
Assistance Amendment			

RECIPIENT ORGANIZATION

8. RECIPIENT
City of Sistersville
Diamond Street
Sistersville, West Virginia 26175

9. PAYEE
City of Sistersville
Diamond Street
Sistersville, West Virginia 26175

EIN NO.:

CONGRESSIONAL DISTRICT: 1st

10. RECIPIENT TYPE: City

11. PROJECT MANAGER AND TELEPHONE NO.
Lester E. Leach, Mayor
(304) 652-6361

12. CONSULTANT (WWT Construction Grants Only)
S & S Engineers, Incorporated
1258 A Greenbrier Street
Charleston, West Virginia 25311
(304) 342-7168

EPA CONTACT

13. ISSUING OFFICE (City/State)
Philadelphia, Pennsylvania

14. EPA PROJECT/STATE OFFICER AND TELEPHONE NO.
R. Fenton Roudabush, Chief
Virginia-West Virginia Section
(215) 597-9131

15. EPA CONGRESSIONAL LIAISON & TEL. NO.
Patricia Gaskins (202)382-5184

16. STATE APPL ID (Clearinghouse):

17. FIELD OF SCIENCE: N/A

18. PROJECT STEP (WWT CG Only): II/III

19. STATUTORY AUTHORITY
Clean Water Act, Title II

20. REGULATORY AUTHORITY
40 CFR Parts 30 & 35

21. STEP 2 + 3 & STEP 3 (WWT Construction Only)

a. Treatment Level	3
b. Project Type	1CT
c. Treatment Process	F
d. Sludge Design	5

22. PROJECT TITLE AND DESCRIPTION Design and construction of 0.29 MGD oxidation ditch and appurtenances as described in the Environmental Assessment. The eligible project includes allowable associated costs as defined in 40 CFR 35.2250 up to the amounts shown in Part II of the Assistance Agreement.

23. PROJECT LOCATION (Areas Impacted by Project)

City/Place	County	State	Congressional District
Sistersville	Tyler	WV	1st

24. ASSISTANCE PROGRAM (CFDA Program No. & Title): 66.418

25. PROJECT PERIOD: 09/87 - 05/91

26. BUDGET PERIOD: N/A

27. COMMUNITY POPULATION (WWT CG Only): 2,364

28. TOTAL BUDGET PERIOD COST: N/A

29. TOTAL PROJECT PERIOD COST: 2,221,000

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
30. EPA Amount This Action		1,221,550	
31. EPA In-Kind Amount			
32. Unexpended Prior Year Balance			
33. Other Federal Funds			
34. Recipient Contribution			
35. State Contribution			
36. Local Contribution			
37. Other Contribution			
38. Allowable Project Cost		2,221,000	

Program Element	FY	Appropriation	Doc. Control No.	Account Number	Object Class	Obligation/Deoblig. Amount
GHNW80	80-R	68X0103.C	W80C01	NGHNO36006	41.11	$ 4,019
GHHW80	82-R	68X0103.E	W82C01	NGHHO36006	41.11	150,102
GKAW80	83-R	68X0103.F	W83C02	NGKAO36006	41.11	813,255
GSAW80	87	68X0103.K	W87001	7GSAO36006	41.11	254,174

EPA Form 5700-20A (Rev. 5-82) Replaces previous editions and EPA Forms 5700-1A, B, C, and D, all of which are obsolete.

PART II-APPROVED BUDGET

ASSISTANCE IDENTIFICATION NO. C-270204-02-0

TABLE A – OBJECT CLASS CATEGORY (Non-construction)	TOTAL APPROVED ALLOWABLE BUDGET PERIOD COST
1. PERSONNEL	
2. FRINGE BENEFITS	
3. TRAVEL	
4. EQUIPMENT	
5. SUPPLIES	
6. CONTRACTUAL	
7. CONSTRUCTION	
8. OTHER	
9. TOTAL DIRECT CHARGES	
10. INDIRECT COSTS: RATE % BASE	
11. TOTAL (Share: Recipient %. Federal %)	
12. TOTAL APPROVED ASSISTANCE AMOUNT	$ N/A
TABLE B – PROGRAM ELEMENT CLASSIFICATION (Non-construction)	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12. TOTAL (Share: Recipient %. Federal %)	
13. TOTAL APPROVED ASSISTANCE AMOUNT	$ N/A
TABLE C – PROGRAM ELEMENT CLASSIFICATION (Construction)	
1. ADMINISTRATION EXPENSE	20,000
2. ~~[illegible]~~ Legal	10,000
3. LAND STRUCTURES, RIGHT-OF-WAY	
4. ARCHITECTURAL ENGINEERING BASIC FEES	58,000
5. OTHER ARCHITECTURAL ENGINEERING FEES	47,000
6. PROJECT INSPECTION FEES	118,000
7. LAND DEVELOPMENT	
8. ~~[illegible]~~ Accounting	12,000
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES	
10. DEMOLITION AND REMOVAL	
11. CONSTRUCTION AND PROJECT IMPROVEMENT	1,685,000
12. EQUIPMENT	
13. ~~[illegible]~~ Design Allowance	102,522
14. TOTAL (Lines 1 thru 13)	2,221,000
15. ESTIMATED INCOME (If applicable)	
16. NET PROJECT AMOUNT (Line 14 minus 15)	
17. LESS: INELIGIBLE EXCLUSIONS	
18. ADD: CONTINGENCIES	168,478
19. TOTAL (Share: Recipient 45 %. Federal 55 %)	
20. TOTAL APPROVED ASSISTANCE AMOUNT	$ 1,221,550

EPA Form 5700-20A (Rev. 5-82)

a. GENERAL CONDITIONS

The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The recipient warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this assistance agreement or any assistance amendment pursuant to 40 CFR 30.425.

b. SPECIAL CONDITIONS:

(For cooperative agreements include identification or summarization of EPA responsibilities that reflect or contribute to substantial involvement.)

The grantee is subject to all the requirements of 40 CFR Part 35, Subpart I, Part 30, Part 33 and other pertinent regulations. The grantee is directed to certain following special considerations of those requirements.

1. Regulations Affecting Federal Grant Payments

   (a) Payments shall not be made for Step III professional services until the grantee complies with the procurement requirements of 40 CFR Part 33, Subpart A.

   (b) Payments shall be made in accordance with 40 CFR 35.2300.

2. Project Schedule

   EPA's policy requires that projects be initiated, constructed, and placed in operation in a timely manner. For that reason, the schedule shown below, which was developed in conjunction with your grant application, is included as a special condition. The grantee is expected to take all appropriate actions to ensure that this schedule is maintained.

   In the event that the project is delayed for reasons beyond the control of the grantee, this schedule may be revised. If the delay arises from mismanagement and could otherwise have been avoided, the schedule will not be revised, in which case EPA will be compelled to determine if ineligible incremental costs have been incurred as a result.

continued.....

3. Project Initiation (40 CFR 35.2212)

Construction is expected to be initiated on the following schedule.

Failure of the grantee to initiate construction of all major contracts within 12 months of approval of plans and specifications will result in disallowance of incremental costs in accordance with 40 CFR 35.2212, "Project Initiation".

	Date		
Plans and Specifications approval	10/88		
Bid Advertisement	10/88		
Construction Contract Award	02/89		
Construction Start (NTP)	03/89		

4. Grant Payment Milestones (40 CFR 35.2206)

Grant payments cannot exceed 50% of the Federal share unless the grantee has furnished a satisfactory final plan of operation, and cannot exceed 90% unless the grantee has furnished a satisfactory Operations and Maintenance Manual. The following dates represent an estimate of the timing of those payments.

Final Plan of Operation Approval	11/89
Operation and Maintenance Manual Approval	04/90

5. Sewer Use Ordinance and User Charge System (40 CFR 35.2208)

The sewer use ordinance must be adopted, and the user charge system implemented, before the system is placed in operation. The following dates represent an estimate of that operational date.

Sewer Use Ordinance Adoption	04/90
User Charge System Implementation	04/90

6. Notice of Building Completion (40 CFR 35.2216)

Grantee agrees to notify the State when construction is completed and also agrees to submit a preliminary final payment request on schedule.

Grantee's request to State for final physical inspection	06/90
Preliminary Final Payment Request	07/90

7. Project Performance (40 CFR 35.2218)

Federal Regulations place special emphasis on the performance of the project. It is vitally important that the facility performs as designed and on schedule. The grantee, therefore, agrees to initiate operation and certify performance by the dates below. It is likewise important that the final Federal share of the project be determined at the earliest possible date. The grantee, therefore, agrees to submit its request for final payment in accordance with this schedule.

Initiation of Operation	05/90
Project Performance Certification	05/91
Final Payment Request	05/91

8. Subagreements and Contracts

(a) The grantee agrees to negotiate a subagreement and contract for all services to be awarded under this grant. Such subagreements and contracts shall be in conformance with and incorporate the required clauses of 40 CFR Part 33.

(b) A copy of the proposed subagreements and contracts shall be submitted to the Regional Administrator for review and pre-award approval as appropriate under 40 CFR Part 33. The submittal of the proposed subagreements and contracts shall include the procurement records required in Appendix A to 40 CFR Part 33.

(c) The grantee shall submit to the Regional Administrator the proposed subagreement and contract cost or price data on EPA Form 5700-41 or on a form which contains similar information.

9. Flood Insurance

The grantee agrees to acquire and maintain at his own cost any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended. This condition shall not be applicable if, on the date of execution of this Grant Agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property in the project location.

10. Land Acquisition

The grantee shall not make any offer to acquire allowable real property until the Regional Administrator approves the price the grantee will offer the property owner (40 CFR 35.2210).

11. Review

The grantee recognizes that approval of any part of this grant, change orders, grant increase amendments, subagreements, any specific items, or eligibility of any other costs will be subject to final review, including project officer review, audit review, and final determination of the Grant Approving official.

12. Advertisement for Bids

Prior to the advertisement for construction bids, the grantee agrees to submit to the Regional Administrator for approval the following:

A draft plan of operation (40 CFR 35.2106);

A user charge system (40 CFR 35.2140); and

Final design drawings and specifications (40 CFR 35.2040 (b)(5)).

13. MBE/WBE Requirements

The recipient agrees to submit to the Chief, Construction Grants Branch, attn: EEO Specialist, EPA, Region III, a completed Standard Form-334 within 30 days after the date the recipient begins building the project (see 40 CFR 35.2202). This Standard Form-334 will contain the information on subagreement awards to minority and women's businesses during the design phase of the project. The recipient agrees to submit to the Chief, Construction Grants Branch, attn: EEO Specialist, EPA, Region III, a completed Standard Form-334 within 30 days after the end of each Federal fiscal quarter during which the recipient or its contractors award any subagreements for building and building-related services and supplies.

14. Public Participation

Additional public participation is required to inform prospective users of the expected costs and rates. The grantee shall submit to the DNR project officer, within 2 months, a plan/schedule for conducting the additional public participation.

15. Audit Requirement

The recipient agrees that it will comply with the provisions of OMB Circular A-128 governing the audit of State and local government recipients of Federal assistance for fiscal years that begin after December 31, 1984. (This requirement replaces 40 CFR 30.540(b) which is based on OMB Circular A-102, Attachment P.)

16. EPA's National Municipal Policy

Nothing in this grant agreement shall be construed to excuse the grantee from meeting the requirements of the National Municipal Policy and the enforceable requirements of the Clean Water Act, as amended.

The schedule for completion of this project will be revised as needed to correspond to any schedule approved in the context of an enforcement action.

N. SPECIAL CONDITIONS (Continued)

17. Eligibility Agreement

The grantee and the Environmental Protection Agency agree, pursuant to section 203(a)(2) of the Clean Water Act, that only those items specified in the project description (scope) portion of the grant agreement are eligible for Federal participation in accordance with 40 CFR Part 35.2250 (determination of allowable costs).

18. Additional Study Required

The grantee agrees to further evaluate the feasibility of providing sewer service to the areas outside of Town called Hanford City and Virginia Terrace. This study should be completed and submitted to the West Virginia Department of Natural Resources within four months after grant acceptance.

PART IV

NOTE: The Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters awards and to the appropriate Grants Administrations Office for State and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement shall void the Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers assistance/~~XXXXXXXX~~ to the City of Sistersville (RECIPIENT ORGANIZATION) for 55 % of all approved costs incurred up to and not exceeding $ 1,221,550 (ASSISTANCE AMOUNT) for the support of approved budget period effort described in application *(including all application modifications)* C-540264-02 City of Sistersville (DATE AND TITLE) included herein by reference.

ISSUING OFFICE *(Grants Administration Office)*	AWARD APPROVAL OFFICE
ORGANIZATION/ADDRESS Environmental Protection Agency Grants Management Branch (3PM70) 841 Chestnut Building Philadelphia, Pennsylvania 19107	ORGANIZATION/ADDRESS Environmental Protection Agency Water Management Division (3WM00) 841 Chestnut Building Philadelphia, Pennsylvania 19107

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL	TYPED NAME AND TITLE	DATE
James M. Seif	James M. Seif, Regional Administrator	SEP 25 1987

This Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2, the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	TYPED NAME AND TITLE	DATE

STATE OF WEST VIRGINIA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER RESOURCES
1201 Greenbrier Street
Charleston, West Virginia 25311

GASTON CAPERTON
Governor

J. EDWARD HAMRICK III
Director

LARRY W. GEORGE
Deputy Director

February 23, 1990

Mr. Frederick G. Warren, Chief
Grants Management Branch (3PM71)
Environmental Protection Agency
Region III
841 Chestnut Building
Philadelphia, Pennsylvania 19107

RE: City of Sistersville
C-540264-02

Dear Mr. Warren:

Transmitted are the Part B documents for the above referenced project.

The State approves the bidding procedures. The allowable project cost of $2,132,300 reflects an EPA Grant of $1,172,760.

Should you have any questions, please contact Rosalie Ortega of my staff at (304) 348-0637.

Sincerely,

CONSTRUCTION GRANTS BRANCH

Mike Johnson

Mike Johnson, P. E.
Branch Head

MJ/roa

Enclosures

cc: City of Sistersville
S & S Engineers
Bernie Yonkosky, WDA

THE CITY OF SISTERSVILLE, WEST VIRGINIA

$1,057,749 Sewer Revenue Bonds, Series 1990

$49,361 Supplemental Sewer Revenue Bonds, Series 1990

CERTIFICATE OF:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. SIGNATURES
6. PUBLIC SERVICE COMMISSION ORDER; RATES
7. INCUMBENCY AND OFFICIAL NAME
8. LAND AND RIGHTS-OF-WAY
9. MEETINGS
10. INSURANCE
11. LOAN AGREEMENT
12. TRUTH AND ACCURACY
13. SPECIMEN BONDS
14. GRANT

We, the undersigned MAYOR and the undersigned CLERK of The City of Sistersville, West Virginia (herein called the "City"), and the undersigned ATTORNEY for the City, hereby certify in connection with the single, fully registered The City of Sistersville Sewer Revenue Bond, Series 1990, numbered R-1, dated the date hereof, in the principal amount of $1,057,749 and bearing interest at the rate of seven and eighty-five hundredths percent (7.85%) per annum (the "Primary Bonds"), and the single, fully registered The City of Sistersville Supplemental Sewer Revenue Bond, Series 1990, numbered SR-1, dated the date hereof, in the principal amount of $49,361 and bearing no interest (the "Supplemental Bonds") (collectively, herein called the "Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this Certificate and not otherwise defined shall have the same meaning as in the Ordinance duly passed by the Council (the "Council") of the City on March 28, 1988, effective May 11, 1988, and the Supplemental Resolution adopted February 27, 1990, relating to the Bonds (collectively, the "Ordinance"), and the Loan Agreement and Supplemental Loan Agreement (collectively, the "Loan Agreement") entered into between the City and the West Virginia Water Development Authority (the "Authority"), dated March 1, 1990.

2. NO LITIGATION: No controversy or litigation of any nature is now pending, or, to the knowledge of any of the undersigned, threatened, restraining, enjoining or affecting the

issuance and delivery of the Bonds; nor questioning the proceedings and authority by which the Council of the City authorized the issuance and sale of the Bonds; nor affecting the validity of the Bonds or any provisions made or authorized for the payment thereof; nor questioning the existence of the City or the title of the members or officers of the City or of the Council thereof to their respective offices; nor questioning the design and the subsequent construction and acquisition for extensions, improvements or betterments to the existing sewer system (the "System") of the City financed in part by the proceeds of sale of the Bonds (herein called the "Project"), nor operation by the City of the Project (the Project and any further extensions, additions, improvements or betterments thereto, herein collectively called the "System"), nor challenging the collection or use of the revenues of the System or the pledge of the revenues to the Bonds.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable approvals and certificates required by law for the design and construction of the Project, operation of the System, and issuance of the Bonds have been duly and timely obtained and remain in full force and effect, and competitive bids for construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1, of the Code of West Virginia, 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 City since February 1, 1990. Simultaneously with the issuance of the Bonds, the City will pay the Design Note, as defined in the Ordinance, in full and will have no other debt outstanding with a lien on the revenues of the System.

5. SIGNATURES: The undersigned Mayor and Clerk are the duly elected or appointed, qualified and serving officers of the City as indicated by the official titles opposite their signatures below, and were duly authorized to execute and seal the Bonds for the City. The seal impressed upon the Bonds and this Certificate is the duly authorized, proper and only seal of the City.

6. PUBLIC SERVICE COMMISSION ORDER; RATES: The undersigned Attorney hereby covenants that he has filed any information with the Public Service Commission and taken any other actions required to maintain the Public Service Commission order dated February 8, 1990, in full force and effect. The rates were enacted by ordinance adopted December 18, 1989, and the City has complied with all requirements of the Public Service Commission to make the rates valid and effective and such rates are in full force and effect.

7. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the City is "The City of Sistersville", and it is a municipal corporation of the State of West Virginia in Tyler County of said State. The governing body of the City is its Council, consisting of eight members, a Mayor and a Clerk, whose names and dates of commencement and termination of terms of office for all members during these Bond proceedings, including current terms, are as follows:

Office	Name	Date Of Commencement Of Office	Date Of Termination Of Office
Mayor	William L. Gilligan	4/4/88	4/2/90
Clerk	Patricia O. Soliday	4/9/89	4/8/90
Council Member	Barbara Schaff	8/14/89	8/9/90
Council Member	Henry Bell	4/4/88	4/6/92
Council Member	Garold Hopkins	4/5/86	4/2/90
Council Member	Harold Pancake	8/1/88	4/2/90
Council Member	Robert Kehrer	4/5/86	4/2/90
Council Member	Jack Bowen	4/4/88	4/6/92
Council Member	Joseph Miller	4/4/88	4/6/92
Council Member	Robert Hicks	4/4/88	4/6/92

8. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the construction of the Project and the operation and maintenance of the System have been acquired or can and will be acquired by purchase or, if necessary, by condemnation by the City and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions that would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties that may have to be acquired by condemnation are, in the opinion of all the undersigned, within the ability of the City to pay for the same without jeopardizing the security of or payments on the Bonds.

9. MEETINGS: All actions, ordinances, resolutions, orders and agreements taken, adopted and entered into by or on behalf of the City in any way connected with the construction, acquisition, operation and financing of the Project were authorized or adopted at meetings of the Council duly and regularly or specifically called and held pursuant to all applicable statutes and the rules of procedure of Council, and a quorum of duly appointed, qualified and acting members of the Council was present and acting at all times during all such meetings.

10. INSURANCE: The City will maintain or, as appropriate, will require all contractors to, maintain Worker's

Compensation, public liability and property damage insurance, standard hazard insurance, builder's risk insurance, flood insurance and business interruption insurance where applicable, in accordance with the Ordinance.

11. LOAN AGREEMENT: As of the date hereof, (i) the representations of the City 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; and (iii) to the best knowledge of the undersigned, no event affecting the City 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 therein not misleading.

12. TRUTH AND ACCURACY: As of the date hereof, Patricia O. Soliday, Clerk of the City, hereby certifies that the copies of documents previously or on the date hereof certified by her as being true and accurate are true and accurate as of the date hereof and that none of such documents has been repealed, rescinded, amended or otherwise modified.

13. SPECIMEN BONDS: Attached hereto as Exhibit A are specimens of the Bonds which, except as to execution and authentication, are identical in all respects with such Bonds this day delivered to the Authority and being substantially in the form prescribed in the Ordinance.

14. GRANT: The City has received a grant from the United States Environmental Protection Agency in the amount of $1,172,760, which grant is in full force and effect.

WITNESS our signatures and the official corporate seal of The City of Sistersville on this 1st day of March, 1990.

[SEAL]

Signature	Official Title
[signature]	Mayor and Chairman of the Sanitary Board
Patricia O Soliday	City Clerk
Gary L Rymer	City Attorney

0455Z

R-1

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF SISTERSVILLE
SEWER REVENUE BONDS
SERIES 1990

No. R-1 $1,057,749

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF SISTERSVILLE, a municipal corporation organized and existing under the laws of the State of West Virginia (the "City"), 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 Fifty-Seven Thousand Seven Hundred Forty-Nine Dollars ($1,057,749), in installments on the first day of October of each year 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 as set forth on said Exhibit A.

Interest on each installment shall run from the date of this Bond and until payment of such installment, and such interest shall be payable on the 1st day of April, and the 1st day of October in each year beginning April 1, 1990. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of principal, 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, as Paying Agent (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 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 as otherwise provided by the Loan Agreement, dated as of March 1, 1990, between the City and the Authority.

This Bond is issued (1) to refund certain Sewer System Design Notes, Series 1988 (the "Design Notes"), (2) to pay costs of acquisition and construction of certain extensions, improvements and betterments to the existing public sewerage system of the City (the "Project") (said existing system, together with the Project and any further extensions, improvements or betterments thereto, is hereinafter referred to as the "System"); (3) to capitalize interest on this Bond during construction of the Project; and (4) to pay certain

SPECIMEN

Exhibit A

issuance and related costs in connection therewith. This Bond is authorized and issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Article 13 of Chapter 16 of the Code of West Virginia, 1931, as amended (the "Act"), and an ordinance duly passed by the Council of the City on the 28th day of March, 1988, effective May 11, 1988, as supplemented on the 27th day of February, 1990 (collectively, the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance 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 Ordinance.

This Bond is issued contemporaneously with the Supplemental Sewer Revenue Bonds, Series 1990, of the City (the "Supplemental Bonds"), issued in the aggregate amount of $49,361, which Supplemental Bonds are junior and subordinate with respect to liens and sources of and security for payment to the Bonds of this issue.

This Bond is payable only from and secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, moneys in the Reserve Account created under the Ordinance (the "Reserve Account") and unexpended proceeds of the Bonds and the Supplemental Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds and other obligations 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 City within the meaning of any constitutional or statutory provisions or limitations, nor shall said City be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Reserve Account and unexpended proceeds of the Bonds and the Supplemental Bonds. Pursuant to the Ordinance, the City has covenanted and agreed to establish and maintain just and equitable rates or charges for the use of such System and the services rendered thereby, which shall be sufficient to provide for the proper and reasonable expenses of operation, repair and maintenance of said System and to leave a balance each year equal to at least 115% of the amount required to pay the maximum amount due in any ensuing year of principal of and interest on the Bonds, on the Supplemental Bonds, and on all obligations secured by or payable from such revenues prior to or on a parity with the Bonds and Supplemental Bonds; provided, however, that so long as there exist in the Reserve Account sufficient moneys to pay the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, there exists in the reserve account for the Supplemental Bonds sufficient moneys to pay the maximum amount of principal and interest, if any, which will become due on said Supplemental Bonds in the then current or any succeeding year, and the reserve accounts for any obligations prior to or on a parity with the Bonds or Supplemental Bonds, are funded at the respective requirements therefor, such percentage may be reduced to 110%. The City has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to said Ordinance. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

This Bond is transferable, as provided in the Ordinance, only upon the books of the Registrar which shall be kept for that purpose at the office of the Registrar, by the Registered Owner or by its attorney or legal representative

SPECIMEN

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duly authorized in writing, upon surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney or legal representative duly authorized in writing.

Subject to registration requirements, this Bond under the provisions 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 connected with the issuance hereof, as provided by law and the Ordinance, shall be applied solely to refunding the Design Notes and to the costs of acquisition and construction of the Project, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and 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 said City, 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 of said City has been pledged to and will be set aside into said special fund by said City for the prompt payment of the principal of and interest on this Bond.

All provisions of the Ordinance, 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 SISTERSVILLE has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto impressed and attested by its Clerk, all as of the 1st day of March, 1990.

_____
Mayor

[SEAL]

ATTEST:

"SPECIMEN"

_____
Clerk

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CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Sewer Revenue Bonds, Series 1990, described in the within-mentioned Ordinance and has been duly registered in the name of the registered owner set forth above on the date set forth below.

Date: _____

ONE VALLEY BANK, NATIONAL, ASSOCIATION, as Registrar

By _____
Its Authorized Officer

"SPECIMEN"

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EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

City of Sistersville
Debt Service Schedule
Analysis of Borrowing from Series 1989 B Pool
28 Principal Payments
Closing Date: 01-Mar-90

Date	Coupon	Principal	Interest	Debt Service 7.85% Bonds
01-Oct-90			48,436.09	48,436.09
01-Oct-91	7.85%	11,377.00	83,033.30	94,410.30
01-Oct-92	7.85%	12,271.00	82,140.20	94,411.20
01-Oct-93	7.85%	13,234.00	81,176.93	94,410.93
01-Oct-94	7.85%	14,273.00	80,138.06	94,411.06
01-Oct-95	7.85%	15,394.00	79,017.63	94,411.63
01-Oct-96	7.85%	16,602.00	77,809.20	94,411.20
01-Oct-97	7.85%	17,905.00	76,505.94	94,410.94
01-Oct-98	7.85%	19,311.00	75,100.40	94,411.40
01-Oct-99	7.85%	20,[illegible]	73,584.49	94,411.49
01-Oct-2000	7.85%	[illegible].00	71,949.57	94,411.57
01-Oct-2001	7.85%	24,225.00	70,186.30	94,411.30
01-Oct-2002	7.85%	26,126.00	68,284.64	94,410.64
01-Oct-2003	7.85%	28,177.00	66,233.75	94,410.75
01-Oct-2004	7.85%	30,389.00	64,021.85	94,410.85
01-Oct-2005	7.85%	32,775.00	61,636.32	94,411.32
01-Oct-2006	7.85%	35,348.00	59,063.48	94,411.48
01-Oct-2007	7.85%	38,122.00	56,288.66	94,410.66
01-Oct-2008	7.85%	41,115.00	53,296.08	94,411.08
01-Oct-2009	7.85%	44,343.00	50,068.56	94,411.56
01-Oct-2010	7.85%	47,823.00	46,587.63	94,410.63
01-Oct-2011	7.85%	51,578.00	42,833.53	94,411.53
01-Oct-2012	7.85%	55,627.00	38,784.65	94,411.65
01-Oct-2013	7.85%	59,993.00	34,417.93	94,410.93
01-Oct-2014	7.85%	64,703.00	29,708.48	94,411.48
01-Oct-2015	7.85%	69,782.00	24,629.30	94,411.30
01-Oct-2016	7.85%	75,260.00	19,151.41	94,411.41
01-Oct-2017	7.85%	81,168.00	13,243.50	94,411.50
01-Oct-2018	7.85%	87,539.00	6,871.81	94,410.81
		1,057,749.00	1,634,199.69	2,691,948.69

"SPECIMEN"

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[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 said Bond on the books kept for registration of the within Bond of said City with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

"SPECIMEN"

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UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF SISTERSVILLE
SUPPLEMENTAL SEWER REVENUE BOND,
SERIES 1990

No. SR-1 $49,361

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF SISTERSVILLE, a municipal corporation of the State of West Virginia, in Tyler County of said State (the "City"), 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 Forty-Nine Thousand Three Hundred Sixty-One Dollars ($49,361), in installments on October 1 of each year as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of principal, 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, as paying agent (the "Paying Agent"). This Bond bears no interest.

This Bond may be redeemed prior to its stated date of maturity in whole or in part at any time, but only with the express written consent of the Authority and as otherwise provided by the Supplemental Loan Agreement, dated as of March 1, 1990, between the City and the Authority.

This Bond is issued (1) to refund certain Sewer System Design Notes, Series 1988 (the "Design Notes"), (2) to pay costs of acquisition and construction of certain extensions, improvements and betterments to the existing public sewerage system of the City (the "Project") (said existing system, together with the Project and any further extensions, improvements or betterments thereto, is hereinafter referred to as the "System"); and (3) to pay certain costs of issuance hereof and related costs. This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Act"), an Ordinance duly passed by the City on the 28th day of March, 1988, effective May 11, 1988, as supplemented on the 27th day of February, 1990 (collectively, the "Ordinance"), and is subject to all the terms and conditions thereof. The Ordinance 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 Ordinance.

"SPECIMEN"

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This Bond is issued contemporaneously with the Sewer Revenue Bonds, Series 1990 of the City (the "Primary Bonds") issued in the aggregate principal amount of $1,057,749, which Primary Bonds rank prior with respect to liens and sources of and security for payment to the Bonds of this issue.

This Bond is payable only from and secured by a lien, subordinate only to the Primary Bonds, on the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, moneys in the Supplemental Reserve Account created under the Ordinance (the "Supplemental 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 City within the meaning of any constitutional or statutory provisions or limitations, nor shall the City be obligated to pay the same except from said special fund provided from the Net Revenues, the moneys in the Supplemental Reserve Account and unexpended Bond proceeds. Pursuant to the Ordinance, the City 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 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 amount required to pay the maximum amount due in any year of principal of and interest on the Bonds, the Primary Bonds and all other obligations secured by or payable from the revenues of the System prior to or on a parity with the Bonds and the Primary Bonds, provided however, that so long as there exists in the Supplemental Reserve Account and in the reserve account for the Primary Bonds amounts at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds and on the Primary Bonds, respectively, in any year, and the reserve accounts for any such obligations prior to or on a parity with the Bonds or the Primary Bonds, are funded at the respective requirement therefor, such percentage may be reduced to 110%. The City has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Ordinance. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

SPECIMEN

This Bond is transferable, as provided in the Ordinance, only upon the books of the One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), kept for that purpose at the office of the Registrar by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its attorney or legal representative duly authorized in writing.

Subject to the registration requirements, 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 payment of the Design Notes and 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 Project described in the Ordinance, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the Registered Owner of this Bond; provided that such lien on moneys deposited in the Bond

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Construction Trust Fund created by the Ordinance shall be subordinate to that of the Primary 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 City, 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 City for the prompt payment of the principal this Bond.

All provisions of the Ordinance, 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 SISTERSVILLE has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk, and has caused this Bond to be dated March 1, 1990.

[SEAL]

_____
Mayor

ATTEST:

"SPECIMEN"

_____
Clerk

LITHO BORDER ONLY BY MIDWEST BANK NOTE CO.—PLYMOUTH MICH

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Supplemental Sewer Revenue Bonds, Series 1990 described in the within-mentioned Ordinance 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

"SPECIMEN"

By _____
Its Authorized Officer

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EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

City of Sistersville
Debt Service Schedule
Analysis of Borrowing from Series 1989 B Pool
28 Principal Payments
Closing Date: 01-Mar-90

Date	Interest Free Loan
01-Oct-90	
01-Oct-91	1,762.89
01-Oct-92	1,762.89
01-Oct-93	1,762.89
01-Oct-94	1,762.89
01-Oct-95	1,762.89
01-Oct-96	1,762.89
01-Oct-97	1,762.89
01-Oct-98	1,762.89
01-Oct-99	1,762.89
01-Oct-2000	1,762.89
01-Oct-2001	1,762.89
01-Oct-2002	1,762.89
01-Oct-2003	1,762.89
01-Oct-2004	1,762.89
01-Oct-2005	1,762.89
01-Oct-2006	1,762.89
01-Oct-2007	1,762.89
01-Oct-2008	1,762.89
01-Oct-2009	1,762.89
01-Oct-2010	1,762.89
01-Oct-2011	1,762.89
01-Oct-2012	1,762.89
01-Oct-2013	1,762.89
01-Oct-2014	1,762.89
01-Oct-2015	1,762.89
01-Oct-2016	1,762.89
01-Oct-2017	1,762.89
01-Oct-2018	1,762.89
	49,361.00

"SPECIMEN"

©LITHO BORDER ONLY BY MIDWEST BANK NOTE CO.-PLYMOUTH MICH

[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 said Bond on the books kept for registration of the within Bond of said City with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

"SPECIMEN"

©LITHO BORDER ONLY BY MIDWEST BANK NOTE CO - PLYMOUTH MICH

THE CITY OF SISTERSVILLE, WEST VIRGINIA

$1,057,749 Sewer Revenue Bonds, Series 1990

$49,361 Supplemental Sewer Revenue Bonds, Series 1990

CERTIFICATE OF CLERK AS TO TRUTH
AND ACCURACY OF DOCUMENTS DELIVERED

I, the undersigned Patricia O. Soliday, Clerk of The City of Sistersville (the "City"), hereby certify that the copies of the following documents being delivered in connection with the closing of the sale of The City of Sistersville $1,057,749 Sewer Revenue Bonds, Series 1990 and $49,361 Supplemental Sewer Revenue Bonds, Series 1990 (the "Bonds"), are, as of the date hereof, true and accurate copies of the originals of those documents maintained on file with the City and delivered in the transcript of proceedings, and that said documents are still in full force and effect as of the date hereof and have not been repealed, rescinded, superseded, amended or modified in any way unless the document effecting such repeal, rescission, supersedence, amendment or modification is also listed below:

1. Charter of the City.

2. Resolution adopted by the Council of the City (the "Council") on March 7, 1988, promulgating rules and regulations in compliance with Chapter 6, Article 9A, of the Code of West Virginia, 1931, as amended.

3. Oaths of Office of the Mayor, Clerk, members of Council and Sanitary Board members.

4. Ordinance creating Sanitary Board passed by Council on March 7, 1988.

5. Ordinance authorizing the severance of the City's combined waterworks and sewerage system, passed by Council on March 7, 1988.

6. Sanitary Board Petition dated March 14, 1988.

7. Design Note, Interim Financing and Bond Ordinance (the "Ordinance") passed by Council on March 28, 1988.

8. Resolution adopted by Council on March 28, 1988, authorizing publication of an abstract and notice of the Ordinance.

9. Resolution adopted by Council on May 11, 1988, putting Ordinance into effect.

10. Affidavit of publication of the abstract and notice of the Ordinance published in the Tyler Star News.

11. Rate Ordinance.

12. Affidavit of Publication regarding Notice of Rate Ordinance.

13. Minutes of Council meeting held December 18, 1989, regarding passage of Rate Ordinance.

14. Supplemental Resolution adopted by Council on February 27, 1990, authorizing the sale of the Bonds.

15. Minutes of the February 27, 1990, meeting of Council wherein the Supplemental Resolution was adopted.

16. West Virginia Water Development Authority Loan Agreement and Supplemental Loan Agreement, both dated March 1, 1990.

WITNESS my signature and the official seal of the The City of Sistersville as of the 1st day of March, 1990.

Patricia O Holiday
Clerk
The City of Sistersville

(SEAL)

0462Z

THE CITY OF SISTERSVILLE, WEST VIRGINIA

CERTIFICATE AS TO NON-ARBITRAGE

I, William L. Gilligan, Mayor of The City of Sistersville, West Virginia (the "City"), being one of the officials of the City duly charged with the responsibility for the issuance of $1,057,749 aggregate principal amount of Sewer Revenue Bonds, Series 1990, of the City, dated March 1, 1990 (the "Bonds"), hereby certify as follows:

1. This certificate is being executed and delivered pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations (the "Code"). I am one of the officers of the City charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and am duly authorized to execute and deliver this certificate on behalf of the City.

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

3. The City has not been notified by the Internal Revenue Service of any listing or proposed listing of it as an issuer and certification of which may not be relied upon by holders of obligations of the City or that there is any disqualification of the City by the Internal Revenue Service because a certification made by the City contains a material misrepresentation.

4. This certificate is based upon facts, circumstances, estimates and expectations of the City in existence on March 1, 1990, the date on which the Bonds are to be physically delivered in exchange for the issue price thereof, and to the best of my knowledge and belief, the expectations of the City set forth herein are reasonable.

5. In the Ordinance pursuant to which the Bonds are issued, the City has covenanted to make no use of the proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code.

6. The Bonds and the Supplemental Sewer Revenue Bonds, Series 1990 (the "Supplemental Bonds"), which bear no interest, were sold on March 1, 1990, to the West Virginia Water Development Authority (the "Authority") for an aggregate purchase price of $1,057,749 and $49,361, respectively, (100% of par).

7. The Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the

purposes of (i) refunding certain Sewer System Design Notes, Series 1988 (the "Design Notes"), (ii) to pay costs, not otherwise provided, of acquisition and construction of certain extensions, improvements and betterments to the existing public sewage system of the City (the "Project"), (iii) to pay capitalized interest on the Bonds during construction, and (iv) paying costs of issuance and other costs in connection therewith.

8. The City shall, within 30 days following delivery of the Bonds, enter into agreements which require the City to expend in excess of $100,000 on the Project constituting a substantial binding commitment or has already done so. Acquisition, construction and equipping of the Project will proceed with due diligence to completion, and, with the exception of proceeds used to pay the principal and interest on the Design Notes in full and the proceeds deposited in a reserve account for the Bonds, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, with the exception of the reserve account deposits, will be expended for payment of Costs of the Project on or before April 1, 1991. Construction of the Project is expected to be completed by May, 1991.

9. The total cost of the Project is estimated at $2,279,870. Sources and uses of funds for the Project are as follows:

SOURCES	
Bonds	$1,057,749
Supplemental Bonds	49,361
EPA Grant (the "EPA Grant")	$1,172,760
Total Sources	$2,279,870
USES	
Design, Acquisition and Construction of Project (including $145,249.35 to refund the Design Notes)	$2,186,836.70
Funded Reserve for Bonds	0
Funded Reserve for Supplemental Bonds	0
Capitalized Interest (12 months)	$ 83,033.30
Costs of Issuance	10,000.00
Total Uses	$2,279,870.00

The amount of Project costs not expected to be reimbursed by the EPA Grant or paid from Supplemental Bond proceeds is estimated to be at least equal to the gross proceeds of the

Bonds. Except for the proceeds of the Bonds, the Supplemental Bonds and a grant from the United States Environmental Protection Agency (the "EPA Grant"), no other funds of the City will be available to meet costs of the Project, and no balances are available to meet such costs in any account which may, without legislative or judicial action, be invaded to pay such expenditures without a legislative, judicial or contractual requirement that such account be reimbursed.

10. Pursuant to Article V of the Ordinance, the following special funds or accounts have been continued or created:

The following special funds or accounts are created with and shall be held by, the Depository Bank:

(1) Revenue Fund;

(2) Renewal and Replacement Fund; and

(3) Bond Construction Trust Fund;

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

(1) Sinking Fund; and

(a) Within the Sinking Fund, the Reserve Account.

(1) Supplemental Sinking Fund; and

Within the Supplemental Sinking Fund, the Supplemental Reserve Account.

11. Pursuant to Article VI of the Ordinance, the proceeds of the Bonds (and the Supplemental Bonds) will be deposited as follows:

(1) Bonds proceeds in the amount of $83,033.30 will be deposited in the Sinking Fund and used to pay interest on the Bonds during construction (12 months).

(2) Bond proceeds in the amount of $145,249.35 will be deposited in the design notes payment fund to pay the principal and interest on the Design Notes in full and $8,837.50 to the Authority to repay the Step I Loan.

(3) Bonds proceeds in the amount of $0 will be deposited in the Reserve Account and Supplemental Bonds proceeds in the amount of $0 will be deposited in the Supplemental Reserve Account.

(4) The balance of the proceeds of the Bonds will be deposited in the Bond Construction Trust Fund and applied solely to payment of Costs of the Project including costs of issuance of the Bonds and related costs.

12. Moneys held in the Sinking Fund will be used solely to pay principal of and interest on the Bonds and will not be available to meet costs of construction of the Project. Moneys in the Reserve Account in the Sinking Fund shall be used only for the purpose of paying principal of and interest on the Bonds, as the same shall become due, when other moneys in the Sinking Fund are insufficient therefor, and for no other purpose. All investment earnings on moneys in the Sinking Fund and Reserve Account will be annually withdrawn therefrom and deposited into the Bond Construction Trust Fund until completion of the Project, and thereafter will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied in full, first to the next ensuing interest payment, if any, due on the Bonds, and then to the next ensuing principal payment due thereon.

13. Except for the Sinking Fund and the Reserve Account, there are no other funds or accounts established or held by the City which are reasonable expected to be used to pay debt service on the Bonds, or which are pledged as collateral for Bonds, and for which there is a reasonable assurance that amounts therein will be available to pay debt service on the Bonds, if the City encounters financial difficulties. The City does not expect that moneys in the Renewal and Replacement Fund will be used or needed for payments upon the Bonds. Except as provided herein, no funds which have been or will be used to acquire directly or indirectly securities, obligations, annuity contracts or other investment-type property producing a yield in excess of the yield on the Bonds, have been or will be pledged to payment of the Bonds. Less than 10% of the proceeds of the Bonds will be deposited in the Reserve Account or any other reserve or replacement fund. The amounts deposited in the Reserve Account from time to time by the City will not exceed the maximum annual principal and interest on the Bonds and will not exceed 125% of average annual principal and interest on the Bonds. Amounts in the Reserve Account, not to exceed 10% of the proceeds of the Bonds, if invested, will be invested without yield limitation. The establishment of the Reserve Account is required by the Authority, is vital to its purchase of the Bonds and is reasonably required to assure payments of debt service on the Bonds.

14. The City expects to enter into a contract within 6 months of the date hereof or has already entered into such a contract for the construction of the Project, and the amount to be expended pursuant to such contract exceeds the lesser of 2 1/2% of the estimated total Project cost financed with proceeds from the sale of the Bonds or $100,000.

15. Work with respect to the construction of the Project will proceed with due diligence to completion. Construction is expected to be completed within 12 months.

16. The City will comply with the provisions of the Code, for which the effective date precedes the date of delivery of its Bonds to the Authority.

17. All of the proceeds of the Bonds will be expended on the Project within 13 months from the date of issuance thereof.

18. Any money deposited in the Sinking Fund for payment of the principal and interest on the Bonds (other than the Reserve Account therein) will be spent within a 13-month period beginning on the date of receipt and any moneys received from the investment of amounts held in the Sinking Fund (other than in the Reserve Account therein) will be spent within a 1-year period beginning the date of receipt.

19. All the proceeds of the Bonds which were used for the payment of costs of the Project will be expended for such purposes within 3 years of December 27, 1989.

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

21. All property financed with the proceeds of the Bonds will be held for Federal income tax purposes by (or on behalf of) a qualified governmental unit.

22. The City shall file Form 8038-G in a timely fashion with the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255.

23. No more than 10% of the proceeds of the Bonds will be used (directly or indirectly) in any trade or business carried on by, and less than 5% of the proceeds of the Bonds have been or will be used to make or finance loans to, any person who is not a governmental unit.

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

25. The City shall use the proceeds of the Bonds solely for the Project, and the Project will be operated solely for a public purpose as a local governmental activity of the City.

26. The City shall not permit at any time or times any of the proceeds of the Bonds, or any other funds of the City, to be used directly or indirectly in a manner which would

result in the exclusion of Bonds from treatment afforded by Section 103(a) of the Code by reason of classification of the Bonds as "private activity bonds" within the meaning of the Code. The City will take all actions and refrain from taking such actions as shall be necessary to comply with the Code in order to ensure the interest on the Bonds is excludable from gross income for federal income tax purposes.

27. The Bonds, in whole or in part, are not and will not be, directly or indirectly, federally guaranteed within the meaning of Section 149(b) of the Code.

28. The City will rebate to the United States the amount, if any, required by the Code and to take all steps necessary to make such rebates. In the event the City fails to make such rebates as required, the City shall pay any and all penalties and obtain a waiver from the Internal Revenue Service in order to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

29. The City has retained the right to amend or supplement its authorizing documents if such amendment or supplement is necessary to preserve the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

30. The City shall comply with the yield restriction on the proceeds of the Bonds as set forth in the Code.

31. The City has either (a) funded the 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 Reserve Account which will be funded with equal payments on a monthly basis over a 10 year period until such 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. Moneys in the Reserve Account and the Sinking Fund (established for the annual payment of principal and interest) will be used solely to pay principal of and interest on the Bonds and will not be available to pay costs of the Project.

32. The City shall submit to the Authority within 15 days following the end of the City's bond year a certified copy of its rebate calculation or if the City qualifies for the small governmental issuer exception to rebate, then the City shall submit to the Authority 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.

33. The City expects that no part of the Project financed by the Bonds will be sold or otherwise disposed of prior to the last maturity date of the Bonds.

34. The City covenants and agrees to comply with the rebate requirements of the Code if not exempted therefrom, and with all other requirements of the Code necessary, proper or desirable to maintain the tax-exempt status of the Bonds.

35. Jackson & Kelly is entitled to rely upon the representations, expectations, covenants, certifications and statements contained herein in rendering its opinions regarding the tax-exempt status of interest on the Bonds.

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

IN WITNESS WHEREOF, I have set my hand this 1st day of March, 1990.

THE CITY OF SISTERSVILLE

By _____
Mayor

0463Z

THE CITY OF SISTERSVILLE, WEST VIRGINIA

$1,057,749 Sewer Revenue Bonds, Series 1990

$49,361 Supplemental Sewer Revenue Bonds, Series 1990

CERTIFICATE OF CONSULTING ENGINEER

I, Ashok M. Sanghavi, Registered Professional Engineer, West Virginia License No. 6177, of S & S Engineers, Incorporated, Consulting Engineers, Charleston, West Virginia, hereby certify that my firm is engineer for the design and construction management of certain extensions, improvements and betterments to the existing sanitary sewer system (herein called the "Project") of The City of Sistersville (the "City") to be constructed in Tyler County, West Virginia, which construction and acquisition are being permanently financed in part by the above-captioned bonds (the "Bonds") of the City. Capitalized words not defined herein shall have the meaning set forth in the Ordinance passed by the Council of the City on March 28, 1988, effective May 11, 1988, and the Loan Agreement and Supplemental Loan Agreement by and between the City and the West Virginia Water Development Authority (the "Authority") dated March 1, 1990.

1. The Bonds are being issued for the purpose of refunding the City's Sewer System Design Notes issued to temporarily finance the costs of preparation of the plans and specifications of the design of the Project, and paying the costs not otherwise provided of acquisition and construction of the Project. The City has received a grant from the United States Environmental Protection Agency in the amount of $1,172,760.

2. The undersigned hereby certifies that (i) the Project will be constructed in accordance with the approved plans, specifications and designs prepared by my firm and as described in the application submitted to the Authority requesting the Authority to purchase the Bonds (the "Application") and approved by all necessary governmental bodies, (ii) the Project is adequate for the purpose for which it was designed and has an estimated useful life of at least forty years, (iii) the City has received bids for the construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application, (iv) the City has obtained all permits required by the laws of the State and the federal government necessary for the construction of the Project, (v) that the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, are sufficient to pay the costs of

construction and acquisition of the Project as set forth in the Application, and (vi) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project and Sources of Funds" for the Project.

WITNESS my signature on this 1st day of March, 1990.

S & S ENGINEERS, INCORPORATED

[Seal]

By _____
Ashok M. Sanghavi
License No. 6177

0449Z

DATE: ~~NOVEMBER 16, 1989~~
REVISED March 1, 1990

AMENDED SCHEDULE A

NAME OF GOVERNMENTAL AGENCY: CITY OF SISTERSVILLE

TOTAL COST OF PROJECT AND SOURCES OF FUNDS

A. Cost of Project

1.	Construction	$ 1,669,000	
2.	Technical Services	$ 223,000	
3.	Legal and Fiscal	$ 29,250	
4.	Administrative	$ 20,000	
5.	Site and Other Lands	$ 8,000	
6.	Step I and/or Step II Design or Other Loan Repayment (Specify Type: _____)	$ 169,000	
7.	Interim Financing Costs	$ 10,000	
8.	Contingency	$ 58,586	
9.	Total of Lines 1 through 8		$ 2,186,836

B. Sources of Funds

10.	Federal Grants:[1] (Specify Source)	EPA GRANT	$ 1,172,760
11.	State Grants:[1] (Specify Source)		
12.	Other Grants:[1] (Specify Source)		
13.	Any Other Source[2] (Specify)		
14.	Total of Lines 10 through 13		$ 1,172,760
15.	Proceeds Required from Bond Issue (Line 9 less Line 14)		$ 1,014,076

C. Cost of Financing

16.	Capitalized Interest (construction period plus six months)	$ 83,034	
17.	Funded Reserve Account[3]	$	
18.	Other Costs[4] BOND COUNSEL	$ 10,000	
19.	Total Cost of Financing		$ 93,034
20.	Size of Bond Issue (Line 15 plus Total from Line 19)		$ 1,107,110

Attach supporting documentation not previously submitted. If not yet available, state such and expectations as to availability.
For example, interest earnings during construction, if applicable. Include the proceeds of any parity or subordinate bond issue to be used for such purpose and attach supporting documentation if available (if not yet available, state such and expectations as to availability). Consult with bond counsel and the Authority before assuming a funded reserve.
For example, fees of bond counsel for the Governmental Agency.

Additional or explanatory material may be provided on additional sheets attached to Amended Schedule A.

APPLICANT

CONSULTING ENGINEER

Van Slider, Jr.
Certified Public Accountant
316 South 4th Avenue - Box 173
Paden City, West Virginia 26159

THE CITY OF SISTERSVILLE, WEST VIRGINIA

$1,057,749 Sewer Revenue Bonds, Series 1990

$49,361 Supplemental Sewer Revenue Bonds, Series 1990

CERTIFICATE OF ACCOUNTANT AS TO COVERAGE

I, Van Slider, Jr., Certified Public Accountant, have reviewed the sewer service rates which were enacted by the The City of Sistersville (the "City") on December 18, 1989. It is my opinion that those rates are adequate to pay operation and maintenance expenses, and to meet the debt service coverage requirements of the Sewer Revenue Bonds, Series 1990, and the Supplemental Sewer Revenue Bonds, Series 1990, and the ordinance adopted by the Council on March 28, 1988, effective May 11, 1988, and a Supplemental Resolution subsequently adopted by the Council on February 27, 1990, and are sufficient to comply with the provisions of Subsection 4.1(b) (ii) of the Loan Agreement and the Supplemental Loan Agreement entered into between the City and the West Virginia Water Development Authority on March 1, 1990.

WITNESS my signature as of this 1st day of March, 1990.

Van Slider Jr.

Van Slider, Jr.
Certified Public Accountant

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 1st day of March, 1990, by and between THE CITY OF SISTERSVILLE, WEST VIRGINIA, a municipal corporation (the "Governmental Agency"), and ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia (the "Registrar").

WHEREAS, the Governmental Agency has, contemporaneously with the execution hereof, issued and sold its $1,057,749 Sewer Revenue Bonds, Series 1990 (the "Primary Bonds"), in the form of one bond numbered R-1 and its $49,361 Supplemental Sewer Revenue Bonds, Series 1990 (the "Supplemental Bonds"), in the form of one bond numbered SR-1, both in fully registered form (collectively the "Bonds"), pursuant to an Ordinance duly passed March 28, 1988, effective May 11, 1988, and a Supplemental Resolution adopted February 27, 1990 (collectively, the "Ordinance");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Ordinance, a copy of which is attached as Exhibit A hereto and incorporated herein by reference;

WHEREAS, the Ordinance provides for an appointment by the Governmental Agency of a Registrar for the Bonds; and

WHEREAS, the Governmental Agency desires to appoint, and by the Ordinance and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Ordinance 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 Governmental Agency and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar, for the Bonds, all as set forth in the Ordinance, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exclusion of interest on the Primary 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 Governmental Agency advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Governmental Agency with appropriate records of all transactions carried out by it as Registrar and to furnish the Governmental Agency 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 Governmental Agency 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 Governmental Agency.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Governmental Agency hereby agrees to pay to the Registrar, from time to time, the compensation for services rendered as provided in the annexed schedule and reimbursement for reasonable expenses incurred in connection with this Registrar's Agreement.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Ordinance with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Ordinance, the terms of the Ordinance shall govern.

6. The Governmental Agency and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Ordinance will violate any order, decree or agreement to which it is a party or by which it is bound.

7. 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 address:

GOVERNMENTAL AGENCY:

The City of Sistersville
City Hall
200 Diamond Street
Sistersville, WV 26175
Attention: Mayor

REGISTRAR:

One Valley Bank, National Association
One Valley Square
P. O. Box 1793
Charleston, WV 25326
Attention: Corporate Trust

The Governmental Agency and the Registrar shall notify the other in writing of any change of address.

8. The Registrar is hereby requested and authorized to authenticate and deliver the Bonds in accordance with the Ordinance.

IN WITNESS WHEREOF, THE CITY OF SISTERSVILLE and ONE VALLEY BANK, NATIONAL ASSOCIATION, 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 SISTERSVILLE

By _____
Mayor

ONE VALLEY BANK,
NATIONAL ASSOCIATION

By: _____
Authorized Officer

0309Z

EXHIBIT A

See Index No. 1.8 - Design Note,
Interim Financing and Bond Ordinance

Invoice

ONEVALLEY BANK

CITY OF SISTERSVILLE, WV
ATT: MAYOR

DATE MARCH 1, 1990

UNITS	ITEM DESCRIPTION	TOTAL
	CITY OF SISTERSVILLE, WV SEWER REVENUE BONDS, 1990 SERIES A - $1,057,749 & SERIES B- $49,361	
	ONE TIME FEE FOR SERVICES AS REGISTRAR AND AUTHENICATING AGENT.	$500.00

SEND REMITTANCE TO: One Valley Bank
One Valley Square
P.O. Box 1793
Charleston, WV 25326

Attn: CHARLOTTE S MORGAN

THE CITY OF SISTERSVILLE, WEST VIRGINIA

$1,057,749 Sewer Revenue Bonds, Series 1990

$49,361 Supplemental Sewer Revenue Bonds, Series 1990

ACCEPTANCE OF DUTIES OF DEPOSITORY BANK

The Union Bank of Tyler County, with its principal office in Sistersville, West Virginia, hereby accepts appointment as Depository Bank in connection with an Ordinance of The City of Sistersville duly passed on March 28, 1988, effective May 11, 1988, and the Supplemental Resolution adopted February 27, 1990 (collectively, the "Ordinance"), authorizing issuance of The City of Sistersville Sewer Revenue Bonds, Series 1990, dated March 1, 1990, in the aggregate principal amount of $1,057,749 and The City of Sistersville Supplemental Sewer Revenue Bonds, Series 1990, dated March 1, 1990, in the aggregate principal amount of $49,361 (the "Bonds") and agrees to perform all duties of Depository Bank, all as set forth in said Ordinance.

Witness my signature as of the 1st day of March, 1990.

UNION BANK OF TYLER COUNTY

By Randy D. Singleton
Authorized Officer

0450Z

REQUEST AND AUTHORIZATION AS TO AUTHENTICATION
AND DELIVERY OF THE BONDS

March 1, 1990

One Valley Bank, National Association
One Valley Square
P. O. Box 1793
Charleston, West Virginia 25326

Ladies and Gentlemen:

We herewith hand to you, duly executed, $1,057,749 Sewer Revenue Bond, Series 1990, in the form of one bond numbered R-1 and $49,361 Supplemental Sewer Revenue Bond, Series 1990, in the form of one bond numbered SR-1 (the "Bonds") of The City of Sistersville (the "City"), authorized to be issued under and pursuant to the Ordinance, duly passed by the Council of the City on March 28, 1988, effective May 11, 1988, and a Supplemental Resolution adopted by the Council on February 27, 1990 (collectively, the "Ordinance").

You are hereby requested and authorized to register, authenticate and deliver the Bonds on behalf of the City to the West Virginia Water Development Authority.

THE CITY OF SISTERSVILLE

By _____
Mayor
The City of Sistersville

(SEAL)

Attest:

_____
Clerk, The City
of Sistersville

0465Z

THE CITY OF SISTERSVILLE, WEST VIRGINIA

$1,057,749 Sewer Revenue Bonds, Series 1990

$49,361 Supplemental Sewer Revenue Bonds, Series 1990

CERTIFICATE OF REGISTRATION OF BONDS

I, Charlotte Morgan, Corporate Trust Administrative Officer of One Valley Bank, National Association, Charleston, West Virginia, as Registrar (the "Registrar"), hereby certify that on the 1st day of March, 1990, the bonds of the City in the principal amount of $1,057,749 designated "The City of Sistersville Sewer Revenue Bonds, Series 1990", and numbered R-1, and the bonds in the principal amount of $49,361 designated "The City of Sistersville Supplemental Sewer Revenue Bonds, Series 1990", and numbered SR-1, both dated as of the date hereof, were registered as to principal and the Sewer Revenue Bonds, Series 1990 were registered as to interest in the name of "West Virginia Water Development Authority" in the books of the City kept for that purpose at our office, by a duly authorized officer on behalf of One Valley Bank, National Association, as Registrar.

WITNESS my signature as of the 1st day of March, 1990.

ONE VALLEY BANK, NATIONAL
ASSOCIATION, as Registrar

By Charlotte L. Morgan
Authorized Officer

0459Z

THE CITY OF SISTERSVILLE, WEST VIRGINIA

$1,057,749 Sewer Revenue Bonds, Series 1990

$49,361 Supplemental Sewer Revenue Bonds, Series 1990

RECEIPT FOR BONDS

The undersigned, Barbara B. Meadows, Secretary-Treasurer of the West Virginia Water Development Authority, for and on behalf of the West Virginia Water Development Authority (the "Authority"), hereby certifies as follows:

1. On the 1st day of March, 1990, in Dunbar, West Virginia, the Authority received the entire original issue of $1,057,749 in aggregate principal amount of The City of Sistersville Sewer Revenue Bonds, Series 1990 (the "Primary Bonds") and the entire original issue of $49,361 in aggregate principal amount of The City of Sistersville Supplemental Sewer Revenue Bonds, Series 1990 (the "Supplemental Bonds") (collectively, the "Bonds"), said Bonds being dated the 1st day of March, 1990; and issued in the form of one bond per issue, fully registered to the Authority, and numbered R-1 and SR-1, respectively.

2. At the time of receipt of such Bonds, they had been executed by William L. Gilligan, as Mayor of The City of Sistersville, by manual signature, and attested by Patricia O. Soliday as Clerk of The City of Sistersville, by manual signature, and the official seal of said City had been impressed upon each Bond.

IN WITNESS WHEREOF, Barbara B. Meadows duly signed and delivered this receipt on behalf of the West Virginia Water Development Authority on the 1st day of March, 1990.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By Barbara B. Meadows
Secretary-Treasurer

0464Z

THE CITY OF SISTERSVILLE, WEST VIRGINIA

$1,057,749 Sewer Revenue Bonds, Series 1990

$49,361 Supplemental Sewer Revenue Bonds, Series 1990

RECEIPT FOR BOND PROCEEDS

The undersigned William L. Gilligan, Mayor of The City of Sistersville (the "City"), hereby certifies as follows:

1. The City has received and hereby acknowledges receipt from the West Virginia Water Development Authority (the "Authority"), as original purchaser of the City's $1,057,749 Sewer Revenue Bond, Series 1990, of the proceeds of said bond in the amount of $1,057,749 (100% of par value) and with no interest having been accrued thereon.

2. The City has received and hereby acknowledges receipt from the Authority, as original purchaser of the City's $49,361 Supplemental Sewer Revenue Bond, Series 1990, of the proceeds of said bond in the amount of $49,361 (100% of par value) and said bond bearing no interest.

IN WITNESS WHEREOF, The City of Sistersville has caused this receipt to be executed by the Mayor of The City of Sistersville on this 1st day of March, 1990.

THE CITY OF SISTERSVILLE

By _____
MAYOR

0466Z

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF SISTERSVILLE
SEWER REVENUE BONDS
SERIES 1990

No. R-1 $1,057,749

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF SISTERSVILLE, a municipal corporation organized and existing under the laws of the State of West Virginia (the "City"), 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 Fifty-Seven Thousand Seven Hundred Forty-Nine Dollars ($1,057,749), in installments on the first day of October of each year 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 as set forth on said Exhibit A.

Interest on each installment shall run from the date of this Bond and until payment of such installment, and such interest shall be payable on the 1st day of April, and the 1st day of October in each year beginning April 1, 1990. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of principal, 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, as Paying Agent (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 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 as otherwise provided by the Loan Agreement, dated as of March 1, 1990, between the City and the Authority.

This Bond is issued (1) to refund certain Sewer System Design Notes, Series 1988 (the "Design Notes"), (2) to pay costs of acquisition and construction of certain extensions, improvements and betterments to the existing public sewerage system of the City (the "Project") (said existing system, together with the Project and any further extensions, improvements or betterments thereto, is hereinafter referred to as the "System"); (3) to capitalize interest on this Bond during construction of the Project; and (4) to pay certain

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issuance and related costs in connection therewith. This Bond is authorized and issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Article 13 of Chapter 16 of the Code of West Virginia, 1931, as amended (the "Act"), and an ordinance duly passed by the Council of the City on the 28th day of March, 1988, effective May 11, 1988, as supplemented on the 27th day of February, 1990 (collectively, the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance 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 Ordinance.

This Bond is issued contemporaneously with the Supplemental Sewer Revenue Bonds, Series 1990, of the City (the "Supplemental Bonds"), issued in the aggregate amount of $49,361, which Supplemental Bonds are junior and subordinate with respect to liens and sources of and security for payment to the Bonds of this issue.

This Bond is payable only from and secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, moneys in the Reserve Account created under the Ordinance (the "Reserve Account") and unexpended proceeds of the Bonds and the Supplemental Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds and other obligations 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 City within the meaning of any constitutional or statutory provisions or limitations, nor shall said City be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Reserve Account and unexpended proceeds of the Bonds and the Supplemental Bonds. Pursuant to the Ordinance, the City has covenanted and agreed to establish and maintain just and equitable rates or charges for the use of such System and the services rendered thereby, which shall be sufficient to provide for the proper and reasonable expenses of operation, repair and maintenance of said System and to leave a balance each year equal to at least 115% of the amount required to pay the maximum amount due in any ensuing year of principal of and interest on the Bonds, on the Supplemental Bonds, and on all obligations secured by or payable from such revenues prior to or on a parity with the Bonds and Supplemental Bonds; provided, however, that so long as there exist in the Reserve Account sufficient moneys to pay the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, there exists in the reserve account for the Supplemental Bonds sufficient moneys to pay the maximum amount of principal and interest, if any, which will become due on said Supplemental Bonds in the then current or any succeeding year, and the reserve accounts for any obligations prior to or on a parity with the Bonds or Supplemental Bonds, are funded at the respective requirements therefor, such percentage may be reduced to 110%. The City has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to said Ordinance. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

This Bond is transferable, as provided in the Ordinance, only upon the books of the Registrar which shall be kept for that purpose at the office of the Registrar, by the Registered Owner or by its attorney or legal representative

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duly authorized in writing, upon surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney or legal representative duly authorized in writing.

Subject to registration requirements, this Bond under the provisions 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 connected with the issuance hereof, as provided by law and the Ordinance, shall be applied solely to refunding the Design Notes and to the costs of acquisition and construction of the Project, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and 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 said City, 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 of said City has been pledged to and will be set aside into said special fund by said City for the prompt payment of the principal of and interest on this Bond.

All provisions of the Ordinance, 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 SISTERSVILLE has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto impressed and attested by its Clerk, all as of the 1st day of March, 1990.

Mayor

[SEAL]

ATTEST:

Patricia O Holiday
Clerk

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R-1

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Sewer Revenue Bonds, Series 1990, described in the within-mentioned Ordinance and has been duly registered in the name of the registered owner set forth above on the date set forth below.

Date: MARCH 1, 1990

ONE VALLEY BANK, NATIONAL, ASSOCIATION, as Registrar

By Charlotte S Morgan
Its Authorized Officer

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EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

City of Sistersville
Debt Service Schedule
Analysis of Borrowing from Series 1989 B Pool
28 Principal Payments
Closing Date: 01-Mar-90

Date	Coupon	Principal	Interest	Debt Service 7.85% Bonds
01-Oct-90			48,436.09	48,436.09
01-Oct-91	7.85%	11,377.00	83,033.30	94,410.30
01-Oct-92	7.85%	12,271.00	82,140.20	94,411.20
01-Oct-93	7.85%	13,234.00	81,176.93	94,410.93
01-Oct-94	7.85%	14,273.00	80,138.06	94,411.06
01-Oct-95	7.85%	15,394.00	79,017.63	94,411.63
01-Oct-96	7.85%	16,602.00	77,809.20	94,411.20
01-Oct-97	7.85%	17,905.00	76,505.94	94,410.94
01-Oct-98	7.85%	19,311.00	75,100.40	94,411.40
01-Oct-99	7.85%	20,827.00	73,584.49	94,411.49
01-Oct-2000	7.85%	22,462.00	71,949.57	94,411.57
01-Oct-2001	7.85%	24,225.00	70,186.30	94,411.30
01-Oct-2002	7.85%	26,126.00	68,284.64	94,410.64
01-Oct-2003	7.85%	28,177.00	66,233.75	94,410.75
01-Oct-2004	7.85%	30,389.00	64,021.85	94,410.85
01-Oct-2005	7.85%	32,775.00	61,636.32	94,411.32
01-Oct-2006	7.85%	35,348.00	59,063.48	94,411.48
01-Oct-2007	7.85%	38,122.00	56,288.66	94,410.66
01-Oct-2008	7.85%	41,115.00	53,296.08	94,411.08
01-Oct-2009	7.85%	44,343.00	50,068.56	94,411.56
01-Oct-2010	7.85%	47,823.00	46,587.63	94,410.63
01-Oct-2011	7.85%	51,578.00	42,833.53	94,411.53
01-Oct-2012	7.85%	55,627.00	38,784.65	94,411.65
01-Oct-2013	7.85%	59,993.00	34,417.93	94,410.93
01-Oct-2014	7.85%	64,703.00	29,708.48	94,411.48
01-Oct-2015	7.85%	69,782.00	24,629.30	94,411.30
01-Oct-2016	7.85%	75,260.00	19,151.41	94,411.41
01-Oct-2017	7.85%	81,168.00	13,243.50	94,411.50
01-Oct-2018	7.85%	87,539.00	6,871.81	94,410.81
		1,057,749.00	1,634,199.69	2,691,948.69

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[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 said Bond on the books kept for registration of the within Bond of said City with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

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UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF SISTERSVILLE
SEWER REVENUE BONDS
SERIES 1990

No. R-1 $1,057,749

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF SISTERSVILLE, a municipal corporation organized and existing under the laws of the State of West Virginia (the "City"), 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 Fifty-Seven Thousand Seven Hundred Forty-Nine Dollars ($1,057,749), in installments on the first day of October of each year 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 as set forth on said Exhibit A.

Interest on each installment shall run from the date of this Bond and until payment of such installment, and such interest shall be payable on the 1st day of April, and the 1st day of October in each year beginning April 1, 1990. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of principal, 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, as Paying Agent (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 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.

SPECIMEN

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 as otherwise provided by the Loan Agreement, dated as of March 1, 1990, between the City and the Authority.

This Bond is issued (1) to refund certain Sewer System Design Notes, Series 1988 (the "Design Notes"), (2) to pay costs of acquisition and construction of certain extensions, improvements and betterments to the existing public sewerage system of the City (the "Project") (said existing system, together with the Project and any further extensions, improvements or betterments thereto, is hereinafter referred to as the "System"); (3) to capitalize interest on this Bond during construction of the Project; and (4) to pay certain

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issuance and related costs in connection therewith. This Bond is authorized and issued under and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Article 13 of Chapter 16 of the Code of West Virginia, 1931, as amended (the "Act"), and an ordinance duly passed by the Council of the City on the 28th day of March, 1988, effective May 11, 1988, as supplemented on the 27th day of February, 1990 (collectively, the "Ordinance"), and is subject to all the terms and conditions of said Ordinance. The Ordinance 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 Ordinance.

This Bond is issued contemporaneously with the Supplemental Sewer Revenue Bonds, Series 1990, of the City (the "Supplemental Bonds"), issued in the aggregate amount of $49,361, which Supplemental Bonds are junior and subordinate with respect to liens and sources of and security for payment to the Bonds of this issue.

This Bond is payable only from and secured by the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, moneys in the Reserve Account created under the Ordinance (the "Reserve Account") and unexpended proceeds of the Bonds and the Supplemental Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds and other obligations 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 City within the meaning of any constitutional or statutory provisions or limitations, nor shall said City be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Reserve Account and unexpended proceeds of the Bonds and the Supplemental Bonds. Pursuant to the Ordinance, the City has covenanted and agreed to establish and maintain just and equitable rates or charges for the use of such System and the services rendered thereby, which shall be sufficient to provide for the proper and reasonable expenses of operation, repair and maintenance of said System and to leave a balance each year equal to at least 115% of the amount required to pay the maximum amount due in any ensuing year of principal of and interest on the Bonds, on the Supplemental Bonds, and on all obligations secured by or payable from such revenues prior to or on a parity with the Bonds and Supplemental Bonds; provided, however, that so long as there exist in the Reserve Account sufficient moneys to pay the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, there exists in the reserve account for the Supplemental Bonds sufficient moneys to pay the maximum amount of principal and interest, if any, which will become due on said Supplemental Bonds in the then current or any succeeding year, and the reserve accounts for any obligations prior to or on a parity with the Bonds or Supplemental Bonds, are funded at the respective requirements therefor, such percentage may be reduced to 110%. The City has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to said Ordinance. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

This Bond is transferable, as provided in the Ordinance, only upon the books of the Registrar which shall be kept for that purpose at the office of the Registrar, by the Registered Owner or by its attorney or legal representative

SPECIMEN

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duly authorized in writing, upon surrender of this Bond, together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney or legal representative duly authorized in writing.

Subject to registration requirements, this Bond under the provisions 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 connected with the issuance hereof, as provided by law and the Ordinance, shall be applied solely to refunding the Design Notes and to the costs of acquisition and construction of the Project, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the Registered Owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and 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 said City, 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 of said City has been pledged to and will be set aside into said special fund by said City for the prompt payment of the principal of and interest on this Bond.

All provisions of the Ordinance, 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 SISTERSVILLE has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto impressed and attested by its Clerk, all as of the 1st day of March, 1990.

_____
Mayor

[SEAL]

ATTEST:

"SPECIMEN"

_____
Clerk

LITHO BORDER ONLY BY MIDWEST BANK NOTE CO.-PLYMOUTH MICH

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Sewer Revenue Bonds, Series 1990, described in the within-mentioned Ordinance and has been duly registered in the name of the registered owner set forth above on the date set forth below.

Date: _____

ONE VALLEY BANK, NATIONAL,
ASSOCIATION, as Registrar

By _____
Its Authorized Officer

"SPECIMEN"

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EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

City of Sistersville
Debt Service Schedule
Analysis of Borrowing from Series 1989 B Pool
28 Principal Payments
Closing Date: 01-Mar-90

Date	Coupon	Principal	Interest	Debt Service 7.85% Bonds
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01-Oct-93	7.85%	13,234.00	81,176.93	94,410.93
01-Oct-94	7.85%	14,273.00	80,138.06	94,411.06
01-Oct-95	7.85%	15,394.00	79,017.63	94,411.63
01-Oct-96	7.85%	16,602.00	77,809.20	94,411.20
01-Oct-97	7.85%	17,905.00	76,505.94	94,410.94
01-Oct-98	7.85%	19,311.00	75,100.40	94,411.40
01-Oct-99	7.85%	20,827.00	73,584.49	94,411.49
01-Oct-2000	7.85%	22,464.00	71,949.57	94,411.57
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01-Oct-2002	7.85%	26,126.00	68,284.64	94,410.64
01-Oct-2003	7.85%	28,177.00	66,233.75	94,410.75
01-Oct-2004	7.85%	30,389.00	64,021.85	94,410.85
01-Oct-2005	7.85%	32,775.00	61,636.32	94,411.32
01-Oct-2006	7.85%	35,348.00	59,063.48	94,411.48
01-Oct-2007	7.85%	38,122.00	56,288.66	94,410.66
01-Oct-2008	7.85%	41,115.00	53,296.08	94,411.08
01-Oct-2009	7.85%	44,343.00	50,068.56	94,411.56
01-Oct-2010	7.85%	47,823.00	46,587.63	94,410.63
01-Oct-2011	7.85%	51,578.00	42,833.53	94,411.53
01-Oct-2012	7.85%	55,627.00	38,784.65	94,411.65
01-Oct-2013	7.85%	59,993.00	34,417.93	94,410.93
01-Oct-2014	7.85%	64,703.00	29,708.48	94,411.48
01-Oct-2015	7.85%	69,782.00	24,629.30	94,411.30
01-Oct-2016	7.85%	75,260.00	19,151.41	94,411.41
01-Oct-2017	7.85%	81,168.00	13,243.50	94,411.50
01-Oct-2018	7.85%	87,539.00	6,871.81	94,410.81
		1,057,749.00	1,634,199.69	2,691,948.69

"SPECIMEN"

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[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 said Bond on the books kept for registration of the within Bond of said City with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

"SPECIMEN"

©LITHO BORDER ONLY BY MIDWEST BANK NOTE CO.—PLYMOUTH, MICH.

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF SISTERSVILLE
SUPPLEMENTAL SEWER REVENUE BOND,
SERIES 1990

No. SR-1 $49,361

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF SISTERSVILLE, a municipal corporation of the State of West Virginia, in Tyler County of said State (the "City"), 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 Forty-Nine Thousand Three Hundred Sixty-One Dollars ($49,361), in installments on October 1 of each year as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of principal, 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, as paying agent (the "Paying Agent"). This Bond bears no interest.

This Bond may be redeemed prior to its stated date of maturity in whole or in part at any time, but only with the express written consent of the Authority and as otherwise provided by the Supplemental Loan Agreement, dated as of March 1, 1990, between the City and the Authority.

This Bond is issued (1) to refund certain Sewer System Design Notes, Series 1988 (the "Design Notes"), (2) to pay costs of acquisition and construction of certain extensions, improvements and betterments to the existing public sewerage system of the City (the "Project") (said existing system, together with the Project and any further extensions, improvements or betterments thereto, is hereinafter referred to as the "System"); and (3) to pay certain costs of issuance hereof and related costs. This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Act"), an Ordinance duly passed by the City on the 28th day of March, 1988, effective May 11, 1988, as supplemented on the 27th day of February, 1990 (collectively, the "Ordinance"), and is subject to all the terms and conditions thereof. The Ordinance 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 Ordinance.

SPECIMEN

BLYTHO BORDER ONLY BY MIDWEST BANK NOTE CO.-PLYMOUTH MICH

This Bond is issued contemporaneously with the Sewer Revenue Bonds, Series 1990 of the City (the "Primary Bonds") issued in the aggregate principal amount of $1,057,749, which Primary Bonds rank prior with respect to liens and sources of and security for payment to the Bonds of this issue.

This Bond is payable only from and secured by a lien, subordinate only to the Primary Bonds, on the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, moneys in the Supplemental Reserve Account created under the Ordinance (the "Supplemental 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 City within the meaning of any constitutional or statutory provisions or limitations, nor shall the City be obligated to pay the same except from said special fund provided from the Net Revenues, the moneys in the Supplemental Reserve Account and unexpended Bond proceeds. Pursuant to the Ordinance, the City 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 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 amount required to pay the maximum amount due in any year of principal of and interest on the Bonds, the Primary Bonds and all other obligations secured by or payable from the revenues of the System prior to or on a parity with the Bonds and the Primary Bonds, provided however, that so long as there exists in the Supplemental Reserve Account and in the reserve account for the Primary Bonds amounts at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds and on the Primary Bonds, respectively, in any year, and the reserve accounts for any such obligations prior to or on a parity with the Bonds or the Primary Bonds, are funded at the respective requirement therefor, such percentage may be reduced to 110%. The City has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Ordinance. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

SPECIMEN

This Bond is transferable, as provided in the Ordinance, only upon the books of the One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), kept for that purpose at the office of the Registrar by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its attorney or legal representative duly authorized in writing.

Subject to the registration requirements, 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 payment of the Design Notes and 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 Project described in the Ordinance, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the Registered Owner of this Bond; provided that such lien on moneys deposited in the Bond

©LITHO BORDER ONLY BY MIDWEST BANK NOTE CO.-PLYMOUTH, MICH.

Construction Trust Fund created by the Ordinance shall be subordinate to that of the Primary 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 City, 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 City for the prompt payment of the principal this Bond.

All provisions of the Ordinance, 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 SISTERSVILLE has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk, and has caused this Bond to be dated March 1, 1990.

[SEAL]

_____
Mayor

ATTEST:

"SPECIMEN"

_____
Clerk

BLITHO BORDER ONLY BY MIDWEST BANK NOTE CO.—PLYMOUTH, MICH.

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Supplemental Sewer Revenue Bonds, Series 1990 described in the within-mentioned Ordinance 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

"SPECIMEN"

By _____
Its Authorized Officer

©LITHO BORDER ONLY BY MIDWEST BANK NOTE CO.—PLYMOUTH MICH

EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

City of Sistersville
Debt Service Schedule
Analysis of Borrowing from Series 1989 B Pool
28 Principal Payments
Closing Date: 01-Mar-90

Date	Interest Free Loan
01-Oct-90	
01-Oct-91	1,762.97
01-Oct-92	1,762.89
01-Oct-93	1,762.89
01-Oct-94	1,762.89
01-Oct-95	1,762.89
01-Oct-96	1,762.89
01-Oct-97	1,762.89
01-Oct-98	1,762.89
01-Oct-99	1,762.89
01-Oct-2000	1,762.89
01-Oct-2001	1,762.89
01-Oct-2002	1,762.89
01-Oct-2003	1,762.89
01-Oct-2004	1,762.89
01-Oct-2005	1,762.89
01-Oct-2006	1,762.89
01-Oct-2007	1,762.89
01-Oct-2008	1,762.89
01-Oct-2009	1,762.89
01-Oct-2010	1,762.89
01-Oct-2011	1,762.89
01-Oct-2012	1,762.89
01-Oct-2013	1,762.89
01-Oct-2014	1,762.89
01-Oct-2015	1,762.89
01-Oct-2016	1,762.89
01-Oct-2017	1,762.89
01-Oct-2018	1,762.89
	49,361.00

SPECIMEN

©LITHO BORDER ONLY BY MIDWEST BANK NOTE CO.—PLYMOUTH MICH

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
THE CITY OF SISTERSVILLE
SUPPLEMENTAL SEWER REVENUE BOND,
SERIES 1990

No. SR-1 $49,361

KNOW ALL MEN BY THESE PRESENTS: That THE CITY OF SISTERSVILLE, a municipal corporation of the State of West Virginia, in Tyler County of said State (the "City"), 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 Forty-Nine Thousand Three Hundred Sixty-One Dollars ($49,361), in installments on October 1 of each year as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of principal, 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, as paying agent (the "Paying Agent"). This Bond bears no interest.

This Bond may be redeemed prior to its stated date of maturity in whole or in part at any time, but only with the express written consent of the Authority and as otherwise provided by the Supplemental Loan Agreement, dated as of March 1, 1990, between the City and the Authority.

This Bond is issued (1) to refund certain Sewer System Design Notes, Series 1988 (the "Design Notes"), (2) to pay costs of acquisition and construction of certain extensions, improvements and betterments to the existing public sewerage system of the City (the "Project") (said existing system, together with the Project and any further extensions, improvements or betterments thereto, is hereinafter referred to as the "System"); and (3) to pay certain costs of issuance hereof and related costs. This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Act"), an Ordinance duly passed by the City on the 28th day of March, 1988, effective May 11, 1988, as supplemented on the 27th day of February, 1990 (collectively, the "Ordinance"), and is subject to all the terms and conditions thereof. The Ordinance 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 Ordinance.

©1990 BORDER ONLY BY MIDWEST BANK NOTE CO. - PLYMOUTH, MICH.

This Bond is issued contemporaneously with the Sewer Revenue Bonds, Series 1990 of the City (the "Primary Bonds") issued in the aggregate principal amount of $1,057,749, which Primary Bonds rank prior with respect to liens and sources of and security for payment to the Bonds of this issue.

This Bond is payable only from and secured by a lien, subordinate only to the Primary Bonds, on the Net Revenues (as defined in the Ordinance) to be derived from the operation of the System, moneys in the Supplemental Reserve Account created under the Ordinance (the "Supplemental 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 City within the meaning of any constitutional or statutory provisions or limitations, nor shall the City be obligated to pay the same except from said special fund provided from the Net Revenues, the moneys in the Supplemental Reserve Account and unexpended Bond proceeds. Pursuant to the Ordinance, the City 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 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 amount required to pay the maximum amount due in any year of principal of and interest on the Bonds, the Primary Bonds and all other obligations secured by or payable from the revenues of the System prior to or on a parity with the Bonds and the Primary Bonds, provided however, that so long as there exists in the Supplemental Reserve Account and in the reserve account for the Primary Bonds amounts at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds and on the Primary Bonds, respectively, in any year, and the reserve accounts for any such obligations prior to or on a parity with the Bonds or the Primary Bonds, are funded at the respective requirement therefor, such percentage may be reduced to 110%. The City has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Ordinance. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Ordinance, to which reference is here made for a detailed description thereof.

This Bond is transferable, as provided in the Ordinance, only upon the books of the One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), kept for that purpose at the office of the Registrar by the Registered Owner, or by its attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its attorney or legal representative duly authorized in writing.

Subject to the registration requirements, 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 payment of the Design Notes and 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 Project described in the Ordinance, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the Registered Owner of this Bond; provided that such lien on moneys deposited in the Bond

©LITHO BORDER ONLY BY MIDWEST BANK NOTE CO - PLYMOUTH MICH

Construction Trust Fund created by the Ordinance shall be subordinate to that of the Primary 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 City, 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 City for the prompt payment of the principal this Bond.

All provisions of the Ordinance, 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 SISTERSVILLE has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk, and has caused this Bond to be dated March 1, 1990.

[SEAL]

Mayor

ATTEST:

Patricia D Holiday

Clerk

© (TM) BORDER ONLY BY MIDWEST BANK NOTE CO - PLYMOUTH, MICH

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Supplemental Sewer Revenue Bonds, Series 1990 described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner set forth above as of the date set forth below.

Date: MARCH 1, 1990

ONE VALLEY BANK, NATIONAL ASSOCIATION, as Registrar

By Charlotte L Morgan
Its Authorized Officer

ENTIRE BORDER ONLY BY MIDWEST BANK NOTE CO PLYMOUTH MICH

EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

City of Sistersville
Debt Service Schedule
Analysis of Borrowing from Series 1989 B Pool
28 Principal Payments
Closing Date: 01-Mar-90

Date	Interest Free Loan
01-Oct-90	
01-Oct-91	1,762.97
01-Oct-92	1,762.89
01-Oct-93	1,762.89
01-Oct-94	1,762.89
01-Oct-95	1,762.89
01-Oct-96	1,762.89
01-Oct-97	1,762.89
01-Oct-98	1,762.89
01-Oct-99	1,762.89
01-Oct-2000	1,762.89
01-Oct-2001	1,762.89
01-Oct-2002	1,762.89
01-Oct-2003	1,762.89
01-Oct-2004	1,762.89
01-Oct-2005	1,762.89
01-Oct-2006	1,762.89
01-Oct-2007	1,762.89
01-Oct-2008	1,762.89
01-Oct-2009	1,762.89
01-Oct-2010	1,762.89
01-Oct-2011	1,762.89
01-Oct-2012	1,762.89
01-Oct-2013	1,762.89
01-Oct-2014	1,762.89
01-Oct-2015	1,762.89
01-Oct-2016	1,762.89
01-Oct-2017	1,762.89
01-Oct-2018	1,762.89
	49,361.00

EXTRA BORDER ONLY BY MIDWEST BANK NOTE CO. PLYMOUTH, MICH.

[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 said Bond on the books kept for registration of the within Bond of said City with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

CLIFFO BORDER ONLY BY MIDWEST BANK NOTE CO. PLYMOUTH MICH

WRD 1A-82
Revised 5-89

STATE OF WEST VIRGINIA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER RESOURCES
1201 Greenbrier Street
Charleston, West Virginia 25311

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

WATER POLLUTION CONTROL PERMIT

Permit No. WV0021814

Subject: Sewage Facilities

Issue Date: September 29, 1989

Effective Date: October 29, 1989

Expiration Date: September 28, 1994

Supersedes: WV/NPDES Permit No. WV0021814 issue date September 24, 1984

Location: Sistersville (City) Tyler (County) Ohio (Drainage Basin)

Outlet Sites: Latitude: 39 o 33 ' 20 " N
Longitude: 81 ° 00 ' 23 " W

To whom it may concern:

This is to certify that City of Sistersville, Diamond street, Sistersville, West Virginia 26175 is hereby granted a NPDES Water Pollution Control Permit to construct, install, operate, and maintain a 0.300 MGD sewage treatment facility consisting of mechanical bar screen, grit chamber, one (1) 300,000 gallon oxidation ditch, one (1) 30,500 gallon inchannel clarifier, one (1) 51,300 gallon sludge holding tank, one (1) ultraviolet disinfection unit with a peak flow capacity of 1 MGD, and one (1) sludge filter belt press (0.5 meter size) and to operate and maintain the existing four (4) lift stations and collection system with all necessary appurtenances.

Facilities are designed to serve a maximum of 2,367 persons in Sistersville and to discharge treated wastewater to the Ohio River (at Mile Point 138.2).

This permit is subject to the following terms and conditions:

Department of Health Certificate of Approval No. 1887.

The information submitted on and with Permit Application No. WV0021814 dated the 17th day of November 1988, and the information submitted by letter by S & S Engineers, Inc. dated the 5th day of July 1989, is all hereby made terms and conditions of this Permit with like effect as if all such permit application information was set forth herein, and with Sections A, B, C, D, E, F, and G.

(Continued on Page 2)

Form **8038-G** (Rev. October 1989)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Section 149(e)
▶ See separate Instructions
(Use Form 8038-GC if the issue price is under $100,000)

OMB No. 1545-0720
Expires 5-31-92

Part I Reporting Authority — Check box if Amended Return ▶ ☐

1 Issuer's name: The City of Sistersville
2 Issuer's employer identification number: 55-6000252
3 Number and street: 200 Diamond Street
4 Report number: G1990 - 1
5 City or town, state, and ZIP code: Sistersville, West Virginia
6 Date of issue: March 1, 1990
7 Name of issue: The City of Sistersville Sewer Revenue Bonds, Series 1990 and Supplemental Sewer Revenue Bonds, Series 1990
8 CUSIP Number: None

Part II Type of Issue (check box(es) that applies and enter the Issue Price)

		Issue price
9	☐ Check box if obligations are tax or other revenue anticipation bonds ▶ ☐	
10	☐ Check box if obligations are in the form of a lease or installment sale ▶ ☐	
11	☐ Education	$
12	☐ Health and hospital	
13	☐ Transportation	
14	☐ Public safety	
15	☒ Environment (including sewage bonds) $1,057,749 Sewer Revenue Bonds, Ser.1990	$1,107,110
16	☐ Housing $ 49,361 Supplemental Sewer Revenue	
17	☐ Utilities Bonds, Series 1990	
18	☐ Other. Describe (see Instructions) ▶	

Part III Description of Obligations

	(a) Maturity date	(b) Interest rate	(c) Issue price	(d) Stated redemption price at maturity	(e) Weighted average maturity	(f) Yield	(g) Net interest cost
19 Final maturity	10-01-2018	* %	$89,301.89**	$89,301.89**			
20 Entire issue			$1,107,110	$ 1,107,110	19.48 years	7.5 %	7.5 %

Part IV Uses of Original Proceeds of Bond Issues (including underwriters' discount)

21	Proceeds used for accrued interest		21 -0-
22	Issue price of entire issue (enter line 20c)		22 $1,107,110
23	Proceeds used for bond issuance costs (including underwriters' discount)	23 10,000	
24	Proceeds used for credit enhancement	24 -0-	
25	Proceeds allocated to reasonably required reserve or replacement fund	25 -0-	
26	Proceeds used to refund prior issues	26 145,249.35	
27	Total (add lines 23, 24, 25, and 26)		27 155,249.35
28	Nonrefunding proceeds of the issue (subtract line 27 from line 22 and enter amount here)		28 951,860.65

Part V Description of Refunded Bonds (complete this part only for refunding bonds)

29 Enter the remaining weighted average maturity of the bonds to be refunded ▶ *** years
30 Enter the last date on which the refunded bonds will be called ▶ March 1, 1990
31 Enter the date(s) the refunded bonds were issued ▶ July 12, 1988, as renewed on October 23, 1989

Part VI Miscellaneous

32 Enter the amount of the state volume cap allocated to the issue ▶ N/A
33 Enter the amount of the bonds designated by the issuer under section 265(b)(3)(B)(i)(III) (small issuer exception) ▶ N/A
34 Pooled financings:
a Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units ▶ N/A
b Check box if this issue is a loan made from the proceeds of another tax-exempt issue ▶ ☒ and enter the name of the issuer ▶ West Virginia Development Authority and the date of the issue ▶ December 27, 1989

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Please Sign Here

Signature of officer — Date: March 1, 1990 — Type or print name and title: William L. Gilligan, Mayor

The Supplemental Sewer Revenue Bonds, Series 1990 are interest free.
(**) Sewer Revenue Bonds, Series 1990 redemption price at maturity is $87,539.00
Supplemental Sewer Revenue Bonds, Series 1990 redemption price at maturity is $1,762.89
(***) Not computed because note proceeds not advanced at closing but were advanced as needed and payments were made from time to time and interest paid upon advances and payments.

For Paperwork Reduction Act Notice, see page 1 of the Instructions.

Form **8038-G** (Rev. 10-89)

*U.S. Government Printing Office: 1989-262-151/00019

WV MUNICIPAL BOND COMMISSION
Suite 337 Building 3
1800 Washington St. E
State Capitol Complex
Charleston, WV 25305
(304) 348-3971

NEW ISSUE REPORT FORM

Date of Report: March 1, 1990

(See Reverse for Instructions)

ISSUE: $1,057,749 The City of Sistersville Sewer Revenue Bonds, Series 1990

ADDRESS: 200 Diamond Street, Sistersville, WV 26175 COUNTY: Tyler

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

ISSUE DATE: March 1, 1990 CLOSING DATE: March 1, 1990

ISSUE AMOUNT: $ 1,057,749 RATE: 7.85%

1st DEBT SERVICE DUE: 10-01-1990 1st PRINCIPAL DUE: 10-01-1991

1st DEBT SERVICE AMOUNT: $48,436.09 PAYING AGENT: WV Municipal Bond Commission

ISSUERS

BOND COUNSEL: Jackson & Kelly

Contact Person: Samme L. Gee, Esquire

Phone: (304) 240-1318

REGISTRAR: ~~CLOSING BANK~~: One Valley Bank, National Association

Contact Person: Charlotte Morgan

Phone: (304) 348-7239

KNOWLEDGEABLE ISSUER CONTACT

Contact Person: Patricia O. Soliday

Position: City Clerk

Phone: (304) 652-6361

UNDERWRITERS

BOND COUNSEL: N/A

Contact Person: ____

Phone: ____

DEPOSITORY BANK: ~~ESCROW TRUSTEE~~: Union Bank of Tyler County

Contact Person: Gary R. Davis, President

Phone: (304) 652-3511

PURCHASER: ~~OTHER~~: WV Water Development Authority

Contact Person: Daniel B. Yonkosky

Function: Director

Phone: (304) 348-3612

DEPOSITS TO MBC AT CLOSE:

By ____ Wire
X Check

____	Accrued Interest:	$ -0-
X	Capitalized Interest:	$ 83,033.30
____	Reserve Account:	$ -0-
____	Other: ____	$ -0-

REFUNDS & TRANSFERS BY MBC AT CLOSE:

By ____ Wire
____ Check
____ IGT

____	To Escrow Trustee:	$ ____
____	To Issuer:	$ ____
____	To Cons. Invest. Fund:	$ ____
____	To Other: ____	$ ____

NOTES: ____

FOR MUNICIPAL BOND COMMISSION USE ONLY:

DOCUMENTS REQUIRED: ____

TRANSFERS REQUIRED: ____

WV MUNICIPAL BOND COMMISSION
Suite 337 Building 3
1800 Washington St. E
State Capitol Complex
Charleston, WV 25305
(304) 348-3971

NEW ISSUE REPORT FORM

Date of Report: March 1, 1990

(See Reverse for Instructions)

ISSUE: $49,361 The City of Sistersville Supplemental Sewer Revenue Bonds, Series 1990

ADDRESS: 200 Diamond Street, Sistersville, WV 26175 COUNTY: Tyler

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

ISSUE DATE: March 1, 1990 CLOSING DATE: March 1, 1990

ISSUE AMOUNT: $49,361 RATE: N/A

1st DEBT SERVICE DUE: N/A 1st PRINCIPAL DUE: 10-01-1990

1st DEBT SERVICE AMOUNT: N/A PAYING AGENT: WV Municipal Bond Commission

ISSUERS

BOND COUNSEL: Jackson & Kelly
Contact Person: Samme L. Gee, Esquire
Phone: (304) 340-1318

REGISTRAR: ~~CLOSING BANK~~: One Valley Bank, National Association
Contact Person: Charlotte Morgan
Phone: (304) 348-7239

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: Patricia O. Soliday
Position: City Clerk
Phone: (304) 652-6361

UNDERWRITERS

BOND COUNSEL: N/A
Contact Person: ____
Phone: ____

DEPOSITORY BANK: ~~ESCROW TRUSTEE~~: Union Bank of Tyler County
Contact Person: Gary R. Davis, President
Phone: (304) 652-3511

PURCHASER: ~~OTHER~~: WV Water Development Authority
Contact Person: Daniel B. Yonkosky
Function: Director
Phone: (304) 348-3612

DEPOSITS TO MBC AT CLOSE:

By ____ Wire
____ Check

____ Accrued Interest: $ -0-
____ Capitalized Interest: $ -0-
____ Reserve Account: $ -0-
____ Other: ____ $ -0-

REFUNDS & TRANSFERS BY MBC AT CLOSE:

By ____ Wire
____ Check
____ IGT

____ To Escrow Trustee: $ ____
____ To Issuer: $ ____
____ To Cons. Invest. Fund: $ ____
____ To Other: ____ $ ____

NOTES: ____

FOR MUNICIPAL BOND COMMISSION USE ONLY:

DOCUMENTS REQUIRED: ____

TRANSFERS REQUIRED: ____

LOAN PROGRAM II
REQUISITION AS TO LOAN TO GOVERNMENTAL AGENCY

TO: ONE VALLEY BANK, NATIONAL ASSOCIATION, Trustee (formerly Kanawha Valley Bank, National Association)

A. Name of Governmental Agency to which payment is to be made: The City of Sistersville, West Virginia

B. Total Amount to be paid: $1,057,749

C. Certification by Water Development Authority:

I hereby certify that under the terms and provisions of the Loan Agreement providing for the Loan to the above-captioned Governmental Agency, dated as of March 1, 1990, said Governmental Agency has sold its Local Bonds to the Authority in the principal amount equal to the amount of the Loan set forth in B above, that such Governmental Agency is obligated to make Local Bonds Payments and to pay Fees and Charges in accordance with Section 9.09 of the General Resolution and that such Governmental Agency is not in default under any of the terms or provisions of said Loan Agreement.

I further certify that the Local Bonds Payments, the Supplemental Bonds Payments, and other moneys available therefor, will be sufficient to pay interest on and Principal Installments of the Bonds, the proceeds of which were used to fund the Loan Obligation, as such interest and Principal Installments come due.

The above certifications comply with Subsections 6.06(2)(a)(ii) and (v) of the General Resolution.

Daniel B. Yankosky
Authorized Representative
West Virginia Water Development Authority

DATE: March 1, 1990

ASSIGNMENT SEPARATE FROM BOND

FOR VALUE RECEIVED, the West Virginia Water Development Authority hereby sells, assigns and transfers unto One Valley Bank, National Association, Charleston, West Virginia, the $1,057,749 The City of Sistersville, West Virginia, Sewer Revenue Bond, Series 1990, numbered R-1, and standing in the name of the West Virginia Water Development Authority on the books of said Governmental Agency.

Dated: March 1, 1990

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Daniel B. Yankosky

Authorized Representative

SAMPLE

DISBURSEMENT REQUEST FORM

Union Bank of Tyler County
700 Wells Street
Post Office Box 177
Sistersville, WV 26175

RE: The City of Sistersville, West Virginia, Sewer Revenue Bonds, Series 1990

Ladies and Gentlemen:

You are authorized, on behalf of The City of Sistersville, to make the following disbursements from the Bond Construction Trust Fund:

The expenses listed above have been incurred as Costs of the Project that have not been the basis of any previous disbursement. A copy of the resolution of the Sanitary Board authorizing the disbursements is attached hereto.

Very truly yours,

SANITARY BOARD, THE CITY OF SISTERSVILLE

By _____
Chairman

S & S ENGINEERS, INCORPORATED

By _____

Date: _____

0844g/1

JACKSON & KELLY
ATTORNEYS AT LAW
1600 LAIDLEY TOWER
P. O. BOX 553
CHARLESTON, WEST VIRGINIA 25322

TELEPHONE 304-340-1000 TELECOPIER 304-340-1130

WRITER'S DIRECT DIAL NO.

6000 HAMPTON CENTER
MORGANTOWN, WEST VIRGINIA 26505
TELEPHONE 304-599-3000

115 WEST KING STREET
MARTINSBURG, WEST VIRGINIA 25401
TELEPHONE 304-263-8808

202 WEST MAIN STREET
FRANKFORT, KENTUCKY 40601
TELEPHONE 502-227-4000

175 EAST MAIN STREET
LEXINGTON, KENTUCKY 40595
TELEPHONE 606-255-9500

256 RUSSELL AVENUE
NEW MARTINSVILLE, WEST VIRGINIA 26155
TELEPHONE 304-455-1751

250 CHARLES STREET
SISTERSVILLE, WEST VIRGINIA 26175
TELEPHONE 304-652-5541

March 1, 1990

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

Ladies and Gentlemen:

We are bond counsel to The City of Sistersville (the "Governmental Agency"), a duly organized and presently existing municipal corporation under the laws of the State of West Virginia.

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a loan agreement, dated March 1, 1990 (the "Loan Agreement"), between the Governmental Agency and the West Virginia Water Development Authority (the "Authority") and (ii) the issue of a series of revenue bonds of the Governmental Agency, dated March 1, 1990 (the "Governmental Agency Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Governmental Agency Bonds are in the principal amount of $1,057,749, issued in the form of one bond registered as to principal and interest to the Authority, with interest payable April 1 and October 1 of each year, beginning April 1, 1990, at the respective rate and with principal payable in installments on October 1 in each of the years 1991 through 2018, inclusive, all as set forth in Exhibit A incorporated in and made a part of the Governmental Agency Bonds.

The Governmental Agency Bonds are issued for the purpose of refunding certain Sewer System Design Notes, Series 1988, of the Governmental Agency to pay costs of acquiring and constructing certain extensions, improvements and betterments to the existing public sewerage system for the Governmental Agency, to capitalize interest on the Governmental Agency Bonds during construction, and paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Local Statute"), under which the Governmental Agency Bonds are issued, and the Loan Agreement that has been undertaken, including all schedules and exhibits to the Loan Agreement. The Governmental Agency Bonds have been authorized by an ordinance duly passed by the Governmental Agency on March 28, 1988, effective May 11, 1988, and a Supplemental Resolution adopted on February 27, 1990 (the "Local Act"), which contain provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement. The Governmental Agency 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 Governmental Agency and is a valid and binding special obligation of the Governmental Agency enforceable in accordance with the terms thereof.

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

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

4. The Governmental Agency has legally and effectively adopted the Local Act and all other necessary resolutions and orders in connection with the issuance and sale of the Governmental Agency Bonds.

5. The Governmental Agency Bonds are valid and legally enforceable special obligations of the Governmental Agency, payable from the net revenues of the System referred to

in the Local Act and secured by a first lien on and pledge of the net revenues of said System. The Supplemental Bonds, as defined in the Local Act, are junior, subordinate and inferior to the lien on the net revenues in favor of the Governmental Agency Bonds, and have been duly issued and delivered to the Authority.

6. The Governmental Agency has reserved the right to issue additional bonds ranking on a parity with the Governmental Agency Bonds, as provided in the Local Act.

7. The interest on the Governmental Agency Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations. The opinion set forth in the preceding sentence is subject to the condition that the Governmental Agency comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Governmental Agency Bonds in order that interest thereon be (or continue to be) excludable from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Governmental Agency Bonds to be includable in gross income retroactive to the date of issuance of the Governmental Agency Bonds. The Governmental Agency has covenanted to comply with all such requirements. We express no opinion regarding other federal tax consequences with respect to the Governmental Agency Bonds.

8. The Governmental Agency Bonds and the interest thereon are, by the Local Statute, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

It is to be understood that the rights of the holders of the Governmental Agency Bonds and the enforceability of the Governmental Agency Bonds, and the Local Act may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and

that such enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

We have examined executed Governmental Agency 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,

Jackson & Kelly

JACKSON & KELLY
ATTORNEYS AT LAW
1600 LAIDLEY TOWER
P. O. BOX 553
CHARLESTON, WEST VIRGINIA 25322
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250 CHARLES STREET
SISTERSVILLE, WEST VIRGINIA 26175
TELEPHONE 304-652-5541

March 1, 1990

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

Ladies and Gentlemen:

We are bond counsel to The City of Sistersville (the "Governmental Agency"), a duly organized and presently existing municipal corporation under the laws of the State of West Virginia.

We have examined a certified copy of proceedings and other papers relating to (i) the authorization of a supplemental loan agreement, dated March 1, 1990 (the "Supplemental Loan Agreement"), between the Governmental Agency and the West Virginia Water Development Authority (the "Authority"), and (ii) the issue of a series of supplemental sewer revenue bonds of the Governmental Agency, dated March 1, 1990 (the "Supplemental Bonds"), to be purchased by the Authority in accordance with the provisions of the Supplemental Loan Agreement. The Supplemental Bonds are in the principal amount of $49,361, issued in the form of one bond registered as to principal to the Authority, without interest thereon, with principal payable in installments on October 1 in each of the years 1991 through 2018, inclusive, all as set forth in Exhibit A incorporated in and made a part of the Supplemental Bonds.

The Supplemental Loan Agreement is supplemental to a loan agreement dated March 1, 1990, also between the Governmental Agency and the Authority (the "Loan Agreement"). The Supplemental Bonds are junior, subordinate and inferior as to lien and source of and security for payment to the bonds issued pursuant to the Loan Agreement (the "Local Bonds"), which Local Bonds are issued simultaneously herewith.

The Supplemental Bonds are issued, together with the Local Bonds, for the purpose of refunding certain Sewer System Design Notes, Series 1988, of the Governmental Agency to pay costs of acquiring and constructing certain extensions, improvements and betterments to the existing public sewerage

system for the Governmental Agency, and paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of Chapter 16, Article 13 of the Code of West Virginia, 1931, as amended (the "Local Statute"), under which the Supplemental Bonds are issued, and the Supplemental Loan Agreement that has been undertaken, including all schedules and exhibits to the Supplemental Loan Agreement. The Supplemental Bonds have been authorized by an ordinance duly passed by the Governmental Agency on March 28, 1988, effective May 11, 1988 and a Supplemental Resolution adopted on February 27, 1990 (the "Local Act"), which contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Supplemental Loan Agreement. The Supplemental 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 Supplemental 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 Supplemental Loan Agreement has been duly authorized by and executed on behalf of the Governmental Agency and is a valid and binding special obligation of the Governmental Agency enforceable in accordance with the terms thereof.

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

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

4. The Governmental Agency has legally and effectively enacted the Local Act and all other necessary resolutions and orders in connection with the issuance and sale of the Supplemental Bonds.

5. The Supplemental Bonds are valid and legally enforceable special obligations of the Governmental Agency, payable from the net revenues of the System referred to in the Local Act and secured by a second lien on and pledge of the net revenues of said System, all in accordance with the terms of the Supplemental Bonds and the Local Act, and have been duly issued and delivered to the Authority. Said lien and pledge are junior, subordinate and inferior to that created for the Local Bonds.

6. The Governmental Agency has reserved the right to issue additional bonds ranking on a parity with the Supplemental Bonds, as provided in the Local Act.

7. The Supplemental Bonds are, by the Local Statute, exempt from taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

It is to be understood that the rights of the holders of the Supplemental Bonds and the enforceability of the Supplemental Bonds, and the Local Act may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that there enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

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

Very truly yours,

Jackson & Kelly

5. The Supplemental Bonds are valid and legally enforceable special obligations of the Governmental Agency, payable from the net revenues of the System referred to in the Local Act and secured by a second lien on and pledge of the net revenues of said System, all in accordance with the terms of the Supplemental Bonds and the Local Act, and have been duly issued and delivered to the Authority. Said lien and pledge are junior, subordinate and inferior to that created for the Local Bonds.

6. The Governmental Agency has reserved the right to issue additional bonds ranking on a parity with the Supplemental Bonds, as provided in the Local Act.

7. The Supplemental Bonds are, by the Local Statute, exempt from taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.

It is to be understood that the rights of the holders of the Supplemental Bonds and the enforceability of the Supplemental Bonds, and the Local Act may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that there enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

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

Very truly yours,

Jackson & Kelly

JACKSON & KELLY
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250 CHARLES STREET
SISTERSVILLE, WEST VIRGINIA 26175
TELEPHONE 304-652-5541

March 1, 1990

The City of Sistersville
200 Diamond Street
Sistersville, West Virginia 26175

Re: The City of Sistersville, West Virginia
$1,057,749 Sewer Revenue Bonds,
Series 1990

Gentlemen:

We have examined a record of proceedings relating to the issuance of the $1,057,749 in aggregate principal amount of The City of Sistersville, West Virginia, Sewer Revenue Bonds, Series 1990 (the "Bonds"), issued by The City of Sistersville (the "City"), a municipal corporation and a Certificate as to Non-Arbitrage executed by William L. Gilligan, Mayor of The City of Sistersville on this date.

We are of the opinion that the facts, estimates and circumstances set forth in the Certificate as to Non-Arbitrage are sufficient to satisfy the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") to support the conclusion that the Bonds are not "arbitrage bonds" as therein defined.

While we have undertaken no independent verification or investigation of the certifications, statements, expectations or representations set forth in such Certificate as to Non-Arbitrage, no matters have come to our attention which in our opinion make unreasonable or incorrect the representations made in such certification.

Accordingly, it is our opinion that, under existing statutes, regulations, rulings and court decisions, the Bonds are not "arbitrate bonds" as so defined. It is our further opinion, based upon such Certificate as to Non-Arbitrage and under existing statutes, regulations, rulings and court decisions, that proceeds of the Bonds are not subject to the arbitrage rebate requirements set forth in Section 148(f) of the Code.

Please be advised that this opinion is subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the Bonds not be "arbitrage bonds." Failure to comply with certain of such requirements may cause the interest on the Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The City has covenanted to comply with all such requirements.

Very truly yours,

Jackson & Kelly

GARY L. RYMER
ATTORNEY AT LAW
P. O. BOX 236
MIDDLEBOURNE, WEST VIRGINIA 26149
TELEPHONE (304) 758-4448

March 1, 1990

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

Jackson & Kelly
P.O. Box 553
Charleston, West Virginia 25322

Re: The City of Sistersville, West Virginia
$1,057,749 Sewer Revenue Bonds, Series 1990

The City of Sistersville, West Virginia
$49,361 Supplemental Sewer Revenue
Bonds, Series 1990

Gentlemen:

I am Counsel to The City of Sistersville (the "City"). As such counsel, I have examined copies of the approving opinions of Jackson & Kelly, as bond counsel, relating to the above-captioned bonds of the City (the "Bonds"), the Loan Agreement and Supplemental Loan Agreement by and between the West Virginia Water Development Authority (the "Authority") and the City, both dated March 1, 1990, and an Ordinance duly passed by the Council of the City on March 28, 1988, effective May 11, 1988, as supplemented by a Supplemental Resolution adopted February 27, 1990, (collectively, the "Ordinance"), and other documents relating to the Bonds. Terms used in said opinions, the Loan Agreement, Supplemental Loan Agreement and Ordinance and not otherwise defined herein have the same meaning herein.

I am of the opinion that:

1. The Loan Agreement and Supplemental Loan Agreement have been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Authority, constitute valid and binding agreements of City in accordance with their terms.

2. The members of the Council were duly and properly elected or appointed and are thereby authorized to act on behalf of the City.

3. The Ordinance has been duly enacted by the Council of the City and is in full force and effect.

4. The City has received all permits, licenses, approvals and authorizations necessary for the issuance of the Bonds, construction of the Project, operation of the System and imposition of rates and charges, including, without limitation, the receipt of all requisite orders and approvals from the Public Service Commission of West Virginia, and has taken any other action required for the imposition of such rates and charges, including, without limitation, the enactment of an ordinance prescribing such rates and charges. The time for appeal of such rate ordinance has expired prior to the date hereof without any appeal. The time for appeal of the Final Order of the Public Service Commission of West Virginia entered February 8, 1990 (Case No. 89-747-S-CN), granting to the City a Certificate of Convenience and Necessity with respect to the Project has not expired prior to the date hereof. However, the Public Service Commission staff has stated in a letter dated February 27, 1990, that it does not intend to appeal such Order. The City does not intend to appeal such Order. Such Order is not subject to appeal by any other person.

5. The execution and delivery of the Bonds and the Loan Agreement and Supplemental Loan Agreement and the consummation of the transactions contemplated by the Loan Agreement or the Supplemental Loan Agreement, 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 City a breach of or default under any agreement or other instrument to which the City is a party or any existing law, regulation, court order or consent decree to which the City is subject.

6. The City has received all the necessary permits, licenses, approvals and authorizations that are presently obtainable to construct the Project.

7. To the best of my knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public council or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by or the validity of the Bonds or the collection or pledge of the Net Revenues therefor.

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

Sincerely yours,

Gary L Rymer

Counsel to The City of Sistersville