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City of St. Albans
Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

TO ALL ON ATTACHED DISTRIBUTION LIST

Ladies and Gentlemen:

Enclosed is your copy of the transcript of documentation for the above-captioned bond issues. Please briefly review this transcript before filing it away and call me if you have any questions. Thank you for your help and cooperation in successfully concluding this financing.

My best regards.

Very truly yours,

John C. Stump

JCS:cgl
Enclosure
858350/98001

CH373098.1

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program) and Series 2000 C (West Virginia Water Development Authority)

BOND TRANSCRIPT

Table of Contents

BASIC DOCUMENTS

1. Bond Ordinance
2. Supplemental Resolution
3. SRF Loan Agreement
4. WDA Loan Agreement
5. Public Service Commission Order
6. Infrastructure Council Approval
7. Cross-Receipt for Bonds and Bond Proceeds
8. Direction to Authenticate and Deliver Bonds
9. Specimen Series 2000 B Bond
10. Specimen Series 2000 C Bond

OPINIONS OF COUNSEL

11. Approving Opinion on Series 2000 B Bond of Steptoe & Johnson, Bond Counsel

12. Approving Opinion on Series 2000 C Bond of Steptoe & Johnson, Bond Counsel

13. Opinion of Counsel to Issuer

14. Opinion of Counsel to Municipal Utility Commission

15. Title Opinion

CERTIFICATES

16. General Certificate of Issuer and Attorney

17. Certificate as to Use of Proceeds for Series 2000 B Bonds

18. Certificate as to Arbitrage for Series 2000 C Bonds

19. Certificate of Engineer, with Schedule A Attached

20. Certificate of Certified Public Accountant

DOCUMENTS OF THE ISSUER

21. City Charter, with Amendments

22. City Council Rule Regarding Publication of Ordinance and Affidavit of Publication

23. Oaths of Office of Officers and Councilmembers

24. Ordinance Creating Municipal Utility Commission

25. Sewer and Water Rate Ordinance and Public Service Commission Orders relating thereto

26. Minutes on Adoption and Enactment of Sewer and Water Rate Ordinance

27. Affidavit of Publication on Sewer and Water Rate Ordinance

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

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

30. IRS Information Return (Form 8038-G) and Letter of Transmittal

31. Municipal Bond Commission New Issue Reports

MISCELLANEOUS DOCUMENTS

32. Acceptance by One Valley Bank, National Association, of Appointment as Depository Bank

33. Acceptance by One Valley Bank, National Association, of Duties as Registrar

34. Certificate of Registration of Bonds

35. Registrar's Agreement

36. Receipt from City National Bank for payment of Bond Anticipation Note

37. NPDES Permit

38. 1990 Bond Ordinance and Supplemental Resolution

39. 1998 Bond Ordinance and Supplemental Resolution

03/14/00
858350/98001

CITY OF ST. ALBANS

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA SRF PROGRAM) AND SERIES 2000 C (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY)

BOND ORDINANCE

Table of Contents

Subject		Page
ARTICLE I		
STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS		
Section 1.01	Authority for this Ordinance	1
Section 1.02	Findings	2
Section 1.03	Bond Legislation Constitutes Contract	5
Section 1.04	Definitions	5
ARTICLE II		
AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT		
Section 2.01	Authorization of Acquisition and Construction of the Project	16
Section 2.02	Authorization of Payment of Prior Obligation	16
ARTICLE III		
AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF LOAN AGREEMENT		
Section 3.01	Authorization of Bonds	17
Section 3.02	Terms of Bonds	17
Section 3.03	Execution of Bonds	18
Section 3.04	Authentication and Registration	18
Section 3.05	Negotiability, Transfer and Registration	18
Section 3.06	Bonds Mutilated, Destroyed, Stolen or Lost	19

Section 3.07	Bonds not to be Indebtedness of the Issuer	20
Section 3.08	Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds	20
Section 3.09	Delivery of Bonds	20
Section 3.10	Form of Bonds	21
	FORM OF SERIES 2000 B BOND	22
	FORM OF SERIES 2000 C BOND	31
Section 3.11	Sale of Bonds; Approval and Ratification of Execution of Loan Agreements	39
Section 3.12	"Amended Schedule A" Filing	39

ARTICLE IV
[RESERVED] 40

ARTICLE V
FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 5.01	Establishment of Funds and Accounts with Depository Bank	41
Section 5.02	Establishment of Funds and Accounts with Commission	41
Section 5.03	System Revenues; Flow of Funds	42
Section 5.04	Reserve Account Letter of Credit or Surety Bond	47

ARTICLE VI
BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01	Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds	48
Section 6.02	Disbursements From the Bond Construction Trust Fund	49

ARTICLE VII
ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01	General Covenants of the Issuer	51
Section 7.02	Bonds not to be Indebtedness of the Issuer	51
Section 7.03	Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds	51
Section 7.04	Rates and Charges	52
Section 7.05	Sale of the System	52
Section 7.06	Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances	53
Section 7.07	Additional Parity Bonds	54
Section 7.08	Books; Records and Audit	56

Section 7.09	Rates	57
Section 7.10	Operating Budget and Monthly Financial Report	58
Section 7.11	Engineering Services and Operating Personnel	59
Section 7.12	No Competing Franchise	60
Section 7.13	Enforcement of Collections	60
Section 7.14	No Free Services	60
Section 7.15	Insurance and Construction Bonds	61
Section 7.16	Mandatory Connections	62
Section 7.17	Completion of Project; Permits and Orders	63
Section 7.18	Compliance with Loan Agreement and Law	63
Section 7.19	Tax Covenants	63
Section 7.20	Securities Law Compliance	65
Section 7.21	Contracts; Public Releases	65
Section 7.22	Statutory Mortgage Lien	66

ARTICLE VIII
INVESTMENT OF FUNDS; NON ARBITRAGE

Section 8.01	Investments	66
Section 8.02	Arbitrage and Tax Exemption	66

ARTICLE IX
DEFAULT AND REMEDIES

Section 9.01	Events of Default	68
Section 9.02	Remedies	68
Section 9.03	Appointment of Receiver	69

ARTICLE X
PAYMENT AND DEFEASANCE OF BONDS

Section 10.01	Payment of Series 2000 B Bonds	71
Section 10.02	Defeasance of Series 2000 C Bonds	71

ARTICLE XI
MISCELLANEOUS

Section 11.01	Amendment or Modification of Bond Legislation	73
Section 11.02	Bond Legislation Constitutes Contract	73
Section 11.03	Severability of Invalid Provisions	73
Section 11.04	Headings, Etc.	73
Section 11.05	Conflicting Provisions Repealed; Prior Ordinances	73
Section 11.06	Covenant of Due Procedure, Etc.	74

Section 11.07	Effective Date	74
Section 11.08	Statutory Notice and Public Hearing	74
	SIGNATURES	74
	CERTIFICATION	75
	EXHIBIT A	76

CITY OF ST. ALBANS

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF ST. ALBANS AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $16,290,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA SRF PROGRAM), AND NOT MORE THAN $400,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 C (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF ST. ALBANS:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is enacted pursuant to the provisions of Chapter 8, Article 20, Chapter 22C, Article 2 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and other applicable provisions of law.

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

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

B. The Issuer presently owns and operates, through the St. Albans Municipal Utility Commission (the "Board"), a public combined waterworks and sewerage system. It is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer, consisting of upgrading the wastewater treatment facility from 2.2 million gallons per day (MGD) to 4 MGD, modifications to three pump stations, construction of four new pump stations, construction of new, and replacement of existing collection lines within the corporate boundaries of the Issuer, and construction of new collection lines to serve approximately 171 customers outside the corporate boundaries of the Issuer, together with all appurtenant facilities (collectively, the "Project")(the existing public combined waterworks and sewerage system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the City Clerk of the Issuer.

C. The Issuer intends to permanently finance the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), in connection with the West Virginia Water Pollution Control Revolving Fund program (the "SRF Program") and the Authority's loan program, pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Combined Waterworks and Sewerage System Revenue Bonds, in the total aggregate principal amount of not more than $16,690,000 in two series, being the Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program), in the aggregate principal amount of not more than $16,290,000 (the "Series 2000 B Bonds"), and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), in the aggregate principal amount of not more than $400,000 (the "Series 2000 C Bonds"), to permanently finance the costs of acquisition and construction of the Project. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor and eligible under the SRF Program; interest upon the Series 2000 B Bonds and Series 2000 C Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amounts which may be deposited in the Series 2000 B Bonds Reserve Account and the Series 2000 C Bonds Reserve Account (as hereinafter defined); engineering and legal expenses; expenses for estimates of costs and

revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; commitment fees; fees and expenses of the Authority, including the SRF Administrative Fee (as hereinafter defined); discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2000 B Bonds and the Series 2000 C Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the acquisition or construction of the Project and the placing of same in operation; and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2000 B Bonds and the Series 2000 C Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

E. The period of usefulness of the System after completion of the Project is not less than 40 years.

F. It is in the best interests of the Issuer that its Series 2000 B Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement (the "SRF Loan Agreement") by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment (the "DEP"), and its Series 2000 C Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement (the "WDA Loan Agreement") to be entered into between the Issuer and the Authority, both loan agreements in form satisfactory to the respective parties, to be approved hereby if not previously approved by resolution of the Issuer.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2000 B Bonds and the Series 2000 C Bonds as to liens, pledge and source of and security for payment, being the Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, dated March 1, 1990, issued in the original aggregate principal amount of $3,100,000 (the "Series 1990 Bonds"). Prior to the issuance of the Series 2000 B Bonds and the Series 2000 C Bonds, the Issuer will obtain a certificate of an Independent Certified Public Accountant stating that the parity test of the Series 1990 Bonds is met.

There are also outstanding the Issuer's Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 A, dated November 1, 1998, issued in the original aggregate principal amount of $2,500,000 (the "Series 1998 A Bonds"), and the Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 B, dated November 1, 1998, issued in the original aggregate principal amount of $170,000 (the "Series 1998 B Bonds"). Prior to April 1, 2000, the Series 1998 A Bonds and the Series 1998 B Bonds are payable from an escrow fund (the "Escrow Fund") and are not secured by a pledge of the revenues to be derived from the operation of the System.

On April 1, 2000, moneys in the Escrow Fund will be used for the simultaneous special mandatory redemption of the Series 1998 A Bonds and the purchase of the Issuer's Tax-Exempt Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A, anticipated to be issued on April 1, 2000, in the original aggregate principal amount of $2,500,000 (the "Series 2000 A Bonds"), and the proceeds of the Series 2000 A Bonds will be used to currently refund the Series 1990 Bonds and defease the lien of the 1990 Ordinance on such date.

If the Series 2000 A Bonds are issued, then on and after April 1, 2000, the Series 1998 B Bonds, the Series 2000 A Bonds, the Series 2000 B Bonds and the Series 2000 C Bonds will be on a parity with each other.

If the Series 2000 A Bonds are not issued, the Series 1998 A Bonds shall be subject to mandatory tender on April 1, 2000, and the Series 1990 Bonds will not be refunded. In such event, on and after April 1, 2000, the Series 1990 Bonds, the Series 1998 B Bonds, the Series 2000 B Bonds and the Series 2000 C Bonds will be on a parity with each other.

On the date of issuance of the Series 2000 B Bonds and the Series 2000 C Bonds, the Issuer shall use a portion of the proceeds to pay its Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 1997, in the outstanding principal amount of $1,000,000 (the "Prior Obligation"), heretofore issued to temporarily finance a portion of costs of design, acquisition and construction of the Project.

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Issuer's Series 1998 B Bonds, the anticipated Series 2000 A Bonds upon their issuance, the Series 2000 B Bonds and the Series 2000 C Bonds and to make payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law, the SRF Loan Agreement, the WDA Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2000 B Bonds and the Series 2000 C Bonds, or will have so complied prior to issuance of any thereof, including, among other things, the approval of the Project and the financing thereof by the West Virginia Infrastructure and Jobs Development Council and the obtaining of a Certificate of Public Convenience and Necessity from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 2000 B Bonds and the Series 2000 C Bonds or such final order will not be subject to appeal.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2000 B Bonds and the Series 2000 C Bonds by the Registered Owners of the same from time to time, this Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Bondholders of any and all of such Series 2000 B Bonds and the Series 2000 C Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 8, Article 20, Chapter 22C, Article 2 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2000 B Bonds and the Series 2000 C Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority.

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

"Board" means the Municipal Utility Commission of the Issuer.

"Bond Construction Trust Funds" means the respective Bond Construction Trust Funds established by Section 5.01 hereof.

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

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

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

"Bonds" means, collectively, the Series 2000 B Bonds, the Series 2000 C Bonds, the Prior Bonds, the anticipated Series 2000 A Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

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

"Closing Date" means the date upon which there is an exchange of the Series 2000 B Bonds and the Series 2000 C Bonds for the proceeds representing the purchase price of the Series 2000 B Bonds and the Series 2000 C Bonds or at least a de minimis portion thereof from the Authority.

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

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

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

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

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

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

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

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

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

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

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

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" include any gains from the sale or other disposition of capital assets, but does not include any increase in the value of capital assets (including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

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

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

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

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

"Loan Agreements" means, collectively, the SRF Loan Agreement and the WDA Loan Agreement, as hereinafter defined.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2000 B Bonds and the Series 2000 C Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2000 B Bonds Reserve Account and the Series 2000 C Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds or any other proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds and is not acquired in order to carry out the governmental purpose of the Series 2000 B Bonds and the Series 2000 C Bonds.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, operation and maintenance of the System, and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses (other than those capitalized as part of the Costs, the SRF Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar and Paying Agent or Paying Agents, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges

for depreciation, losses from the sale or other disposition of or any decrease in the value of capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"1990 Ordinance" means, collectively, the ordinance of the Issuer enacted on February 20, 1990, as supplemented by the supplemental resolution of the Issuer adopted March 14, 1990, authorizing the Series 1990 Bonds.

"1998 Ordinance" means, collectively, the ordinance of the Issuer enacted on September 8, 1998, as supplemented by the supplemental resolution of the Issuer adopted November 16, 1998, authorizing the Series 1998 A Bonds, the Series 1998 B Bonds and the Series 2000 A Bonds.

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

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

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

"Prior Bonds" means the Issuer's Series 1990 Bonds, the Series 1998 A Bonds and the Series 1998 B Bonds.

"Prior Obligation" means the Combined Waterworks and Sewerage System Bond Anticipations Notes, Series 1997, dated September 25, 1997, of the Issuer, in the original principal amount of $1,000,000.

"Prior Ordinances" means the ordinance of the Issuer enacted on February 20, 1990, as supplemented by the supplemental resolutions of the Issuer adopted March 14, 1990, authorizing the Series 1990 Bonds, and the ordinance of the Issuer enacted on September 8, 1998, as supplemented by the supplemental resolution of the Issuer adopted November 16,

1998, authorizing the Series 1998 A Bonds, the Series 1998 B Bonds and the Series 2000 A Bonds.

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

"Program" means the Authority's loan program, under which the Authority purchases the water development revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of water development revenue bonds of the Authority.

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

"Qualified Investments" means and includes the following:

(a) Government Obligations;

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

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

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

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

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

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

(h) The West Virginia "consolidated fund" managed by the West Virginia Investment Management Board pursuant to Chapter 12, Article 6 of the West Virginia Code of 1931, as amended, including, without limitation, authorized pools of investments operated by such State Board of Investments; and

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

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

"Registrar" means the Bond Registrar.

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

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

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Prior Bonds, the anticipated Series 2000 A Bonds, the Series 2000 B Bonds and the Series 2000 C Bonds.

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

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

"Series 1990 Bonds" means the Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, dated March 1, 1990, of the Issuer, issued in the original aggregate principal amount of $3,100,000.

"Series 1997 Notes" means the Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 1997, dated September 25, 1997, of the Issuer, issued in the original aggregate principal amount of $1,000,000.

"Series 1998 A Bonds" means the Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 A, dated November 1, 1998, of the Issuer, issued in the original aggregate principal amount of $2,500,000.

"Series 1998 A Bonds Sinking Fund" means the Series 1998 A Bonds Sinking Fund established by the 1998 Ordinance and continued hereby.

"Series 1998 B Bonds" means the Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 B, dated November 1, 1998, of the Issuer, issued in the original aggregate principal amount of $170,000.

"Series 1998 B Bonds Sinking Fund" means the Series 1998 B Bonds Sinking Fund established by the 1998 Ordinance and continued hereby.

"Series 2000 A Bonds" means the Tax-Exempt Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A, of the Issuer, anticipated to be issued on April 1, 2000, in the original aggregate principal amount of $2,500,000.

"Series 2000 B Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

"Series 2000 B Bonds Construction Trust Fund" means the Series 2000 B Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2000 B Bonds Reserve Account" means the Series 2000 B Bonds Reserve Account established in the Series 2000 B Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 2000 B Bonds Reserve Account Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2000 B Bonds in the then current or any succeeding year.

"Series 2000 B Bonds Sinking Fund" means the Series 2000 B Bonds Sinking Fund established by Section 5.02 hereof.

"Series 2000 C Bonds" means the Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), of the Issuer, authorized by this Ordinance.

"Series 2000 C Bonds Construction Trust Fund" means the Series 2000 C Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2000 C Bonds Reserve Account" means the Series 2000 C Bonds Reserve Account established in the Series 2000 C Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 2000 C Bonds Reserve Account Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2000 C Bonds in the then current or any succeeding year.

"Series 2000 C Bonds Sinking Fund" means the Series 2000 C Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds, the anticipated Series 2000 A Bonds, the Series 2000 B Bonds and the Series 2000 C Bonds.

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

"SRF Loan Agreement" means the Loan Agreement heretofore entered, or to be entered into, by and among the Authority, the DEP and the Issuer providing for the purchase of the Series 2000 B Bonds from the Issuer by the Authority, the form of which shall be approved and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

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

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

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2000 B Bonds and Series 2000 C Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2000 B Bonds and the Series 2000 C Bonds, and not so included may be included in another Supplemental Resolution.

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

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

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

"WDA Loan Agreement" means the Loan Agreement heretofore entered, or to be entered, into by and between the Authority and the Issuer, providing for the purchase of the Series 2000 C Bonds from the Issuer by the Authority, the form of which shall be

approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

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

ARTICLE II

AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost of $16,690,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and will enter into contracts for the acquisition and construction of the Project, compatible with the financing plan submitted to the DEP and the Authority.

The cost of the Project is estimated not to exceed $16,690,000, of which approximately $16,290,000 will be obtained from proceeds of the Series 2000 B Bonds and approximately $400,000 will be obtained from the proceeds of the Series 2000 C Bonds.

Section 2.02. Authorization of Payment of Prior Obligation. There is hereby authorized and ordered the payment in full of the Prior Obligation from a portion of the proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds.

ARTICLE III

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

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest on the Series 2000 B Bonds and the Series 2000 C Bonds, funding reserve accounts for the Series 2000 B Bonds and the Series 2000 C Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 2000 B Bonds and the Series 2000 C Bonds and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 2000 B Bonds and the Series 2000 C Bonds of the Issuer. The Series 2000 B Bonds and the Series 2000 C Bonds shall be issued in two series, each as a single bond, designated respectively as "Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program)", in the principal amount of not more than $16,290,000, and "Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority)", in the principal amount of not more than $400,000, and both shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the respective Bond Construction Trust Funds established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2000 B Bonds and the Series 2000 C Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the SRF Loan Agreement and the WDA Loan Agreement. The Series 2000 B Bonds and the Series 2000 C Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2000 B Bonds and the Series 2000 C Bonds shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2000 B Bonds and the Series 2000 C Bonds shall initially be issued in the form of a single bond for each series, fully registered to the Authority, with a debt service schedule attached, representing the aggregate principal amount of the Series 2000 B Bonds and the Series 2000 C Bonds, and shall mature in principal installments, all as provided in the

Supplemental Resolution. The Series 2000 B Bonds and the Series 2000 C Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2000 B Bonds and the Series 2000 C Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2000 B Bonds and the Series 2000 C Bonds shall cease to be such officer of the Issuer before the Series 2000 B Bonds and the Series 2000 C Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Series 2000 B Bonds and the Series 2000 C Bonds may be signed and sealed on behalf of the Issuer by such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.04. Authentication and Registration. No Series 2000 B Bond or Series 2000 C Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2000 B Bond or Series 2000 C Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2000 B Bonds and the Series 2000 C Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2000 B Bonds and the Series 2000 C Bonds shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of

West Virginia, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2000 B Bonds and the Series 2000 C Bonds remain outstanding, the Issuer, through the Bond Registrar or its agent, shall keep and maintain books for the registration and transfer of such Bonds.

The registered Series 2000 B Bonds and Series 2000 C Bonds shall be transferable only upon the books of the Bond Registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereto together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or his duly authorized attorney.

In all cases in which the privilege of exchanging or transferring the registered Series 2000 B Bonds or Series 2000 C Bonds are exercised, all Series 2000 B Bonds and Series 2000 C Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2000 B Bonds or Series 2000 C Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 2000 B Bonds or Series 2000 C Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and the cost of preparing each new Bond upon each exchange or transfer, and any other expenses of the Bond Registrar incurred in connection therewith, which sum or sums shall be paid by the Issuer. The Bond Registrar shall not be obliged to make any such exchange or transfer of Series 2000 B Bonds or Series 2000 C Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2000 B Bonds or Series 2000 C Bonds or, in the case of any proposed redemption of such Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2000 B Bond or Series 2000 C Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2000 B Bonds and the Series 2000 C Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2000 B Bonds or the Series 2000 C Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2000 B Bonds or the Series 2000 C Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2000 B Bonds and the Series 2000 C Bonds shall be secured by a first lien on the Net Revenues derived from the System, on a parity with each other and with the lien on the Net Revenues in favor of the Holders of the Series 1990 Bonds. If the Series 2000 A Bonds are issued on April 1, 2000, the payment of the debt service on the Series 2000 B Bonds and the Series 2000 C Bonds shall continue to be secured by a first lien on the Net Revenues derived from the System, on a parity with each other and with the lien on the Net Revenues in favor of the Holders of the Series 2000 A Bonds and the Series 1998 B Bonds. If the Series 2000 A Bonds are not issued on April 1, 2000, the payment of the debt service on the Series 2000 B Bonds and the Series 2000 C Bonds shall continue to be secured by a first lien on the Net Revenues derived from the System, on a parity with each other and with the lien on the Net Revenues in favor of the Holders of the Series 1990 Bonds and the Series 1998 B Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2000 B Bonds and the Series 2000 C Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2000 B Bonds and the Series 2000 C Bonds to the original purchasers upon receipt of the documents set forth below:

A. If other than the Authority, a list of the names in which the Series 2000 B Bonds and the Series 2000 C Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Bond Registrar may reasonably require;

B. A request and authorization to the Bond Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the Series 2000 B Bonds and the Series 2000 C Bonds to the original purchasers;

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

D. An executed copy of the SRF Loan Agreement;

E. An executed copy of the WDA Loan Agreement; and

F. The unqualified approving opinion of bond counsel on the Series 2000 B Bonds and the Series 2000 C Bonds.

Section 3.10. Form of Bonds. The text of the Series 2000 B Bonds and the Series 2000 C Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF SERIES 2000 B BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF ST. ALBANS
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BONDS,
SERIES 2000 B
(WEST VIRGINIA SRF PROGRAM)

No. BR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF ST. ALBANS, a municipal corporation and political subdivision of the State of West Virginia in Kanawha County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on the "Schedule of Annual Debt Service" attached as EXHIBIT B hereto and incorporated herein by reference, with interest on each installment at the rate per annum set forth on said Exhibit B. The interest and the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, _____, as set forth on EXHIBIT B attached hereto.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the registered owner hereof.

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

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) to fund a reserve account for the Bonds of this Series (the "Bonds"); (iii) to pay in full the Issuer's Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 1997, dated September 25, 1997, in the original aggregate principal amount of $1,000,000, heretofore issued to pay a portion of the costs of design, acquisition and construction of the Project; and (iv) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, and a Supplemental Resolution duly adopted by the Issuer on _____, (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

PRIOR TO THE ISSUANCE OF THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2000 A, ON APRIL 1, 2000, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,500,000 (THE "SERIES 2000 A BONDS"), THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1990, DATED MARCH 1, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,100,000 (THE "SERIES 1990 BONDS"), AND THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 C (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED _____, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2000 C BONDS").

IF THE SERIES 2000 A BONDS ARE ISSUED ON APRIL 1, 2000, THIS BOND SHALL ON AND AFTER SUCH DATE BE ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL

RESPECTS, WITH THE ISSUER'S TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 B, DATED NOVEMBER 1, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $170,000 (THE "SERIES 1998 B BONDS"), THE SERIES 2000 A BONDS AND THE SERIES 2000 C BONDS.

IF THE SERIES 2000 A BONDS ARE NOT ISSUED ON APRIL 1, 2000, THIS BOND SHALL ON AND AFTER SUCH DATE BE ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S SERIES 1990 BONDS, SERIES 1998 B BONDS AND SERIES 2000 C BONDS.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Series 1990 Bonds until the issuance of the Series 2000 A Bonds on April 1, 2000, at which time, if the Series 2000 A Bonds are issued on such date, then this Bond shall be on a parity with the Holders of the Series 1998 B Bonds, the Series 2000 A Bonds and the Series 2000 C Bonds, but if the Series 2000 A Bonds are not issued on such date, then this Bond shall be on a parity with the Holders of the Series 1990 Bonds, the Series 1998 B Bonds and the Series 2000 C Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2000 B Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2000 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 125% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 1990 Bonds are outstanding, and thereafter, if the Series 2000 A Bonds are issued, 120% of such amount so long as the Series 2000 A Bonds are outstanding, and thereafter, 115%; provided however, that, so long as there exists in the Series 2000 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding prior to or on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has

entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such 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 do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

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

IN WITNESS WHEREOF, the CITY OF ST. ALBANS has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2000.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION, as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $

(Form of)

EXHIBIT B

SCHEDULE OF ANNUAL DEBT SERVICE

(Form of)

ASSIGNMENT

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

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

Dated: _____, _____.

_____

In the presence of:

_____

(FORM OF SERIES 2000 C BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF ST. ALBANS
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BONDS,
SERIES 2000 C
(WEST VIRGINIA WATER DEVELOPMENT AUTHORITY)

No. CR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF ST. ALBANS, a municipal corporation and political subdivision of the State of West Virginia in Kanawha County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), in annual installments on October 1 of each year, beginning October 1, 20___, as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference, with interest on each installment at the rate per annum set forth on said Exhibit A.

The interest on each installment shall run from the original date of delivery of this Bond to the Authority and payment therefor, and until payment of such installment, such interest shall be payable semiannually on April 1 and October 1 of each year, beginning _____ 1, ____, as set forth on Exhibit A attached hereto. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and upon the terms and conditions prescribed by, and otherwise in compliance with, the WDA Loan Agreement between the Issuer and the Authority, dated _____, 2000.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) to fund a reserve account for the Bonds of this Series (the "Bonds"); and (iii) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 20 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on _____, and a Supplemental Resolution duly adopted by the Issuer on _____, (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

PRIOR TO THE ISSUANCE OF THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2000 A, ON APRIL 1, 2000, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,500,000 (THE "SERIES 2000 A BONDS"), THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1990, DATED MARCH 1, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,100,000 (THE "SERIES 1990 BONDS"), AND THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA SRF PROGRAM), DATED _____, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 2000 B BONDS").

IF THE SERIES 2000 A BONDS ARE ISSUED ON APRIL 1, 2000, THIS BOND SHALL ON AND AFTER SUCH DATE BE ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 B, DATED NOVEMBER 1, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $170,000 (THE "SERIES 1998 B BONDS"), THE SERIES 2000 A BONDS AND THE SERIES 2000 B BONDS.

IF THE SERIES 2000 A BONDS ARE NOT ISSUED ON APRIL 1, 2000, THIS BOND SHALL ON AND AFTER SUCH DATE BE ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN

ALL RESPECTS, WITH THE ISSUER'S SERIES 1990 BONDS, SERIES 1998 B BONDS AND SERIES 2000 B BONDS.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Series 1990 Bonds until the issuance of the Series 2000 A Bonds on April 1, 2000, at which time, if the Series 2000 A Bonds are issued on such date, then this Bond shall be on a parity with the Holders of the Series 1998 B Bonds, the Series 2000 A Bonds and the Series 2000 B Bonds, but if the Series 2000 A Bonds are not issued on such date, then this Bond shall be on a parity with the Holders of the Series 1990 Bonds, the Series 1998 B Bonds and the Series 2000 B Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2000 C Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2000 C Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 125% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 1990 Bonds are outstanding, and thereafter, if the Series 2000 A Bonds are issued, 120% of such amount so long as the Series 2000 A Bonds are outstanding, and thereafter, 115%; provided however, that, so long as there exists in the Series 2000 C Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding prior to or on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this

Bond, together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or its attorney duly authorized in writing.

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such 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 do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

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

IN WITNESS WHEREOF, the CITY OF ST. ALBANS has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2000.

[SEAL]

_____
Mayor

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 C Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION, as Registrar

_____
Authorized Officer

(Form of)

EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

(Form of)

ASSIGNMENT

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

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

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreements. The Series 2000 B Bonds shall be sold to the Authority, pursuant to the terms and conditions of the SRF Loan Agreement. The Series 2000 C Bonds shall be sold to the Authority pursuant to the terms and conditions of the WDA Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute both Loan Agreements in the form attached hereto as "EXHIBIT A" and made a part hereof, and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver them to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

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

ARTICLE IV

[RESERVED]

ARTICLE V

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

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

(2) Renewal and Replacement Fund (established by the Prior Ordinances);

(3) Series 2000 B Bonds Construction Trust Fund;

(4) Series 2000 C Bonds Construction Trust Fund; and

(5) Rebate Fund.

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

(1) Series 1990 Bonds Sinking Fund (established by the 1990 Ordinance);

(2) Within the Series 1990 Bonds Sinking Fund, the Series 1990 Bonds Reserve Account (established by the 1990 Ordinance);

(3) Series 1998 A Bonds Sinking Fund (established by the 1998 Ordinance);

(4) Series 1998 B Bonds Sinking Fund (established by the 1998 Ordinance);

(5) Series 2000 A Bonds Sinking Fund (established by the 1998 Ordinance);

(6) Within the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account and the Series 2000 A Bonds Redemption Account (established by the 1998 Ordinance);

(7) Series 2000 B Bonds Sinking Fund;

(8) Within the Series 2000 B Bonds Sinking Fund, the Series 2000 B Bonds Reserve Account;

(9) Series 2000 C Bonds Sinking Fund; and

(10) Within the Series 2000 C Bonds Sinking Fund, the Series 2000 C Bonds Reserve Account.

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

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

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Series 1990 Bonds Sinking Fund, the amount required by the 1990 Ordinance to pay the interest on the Series 1990 Bonds; (ii) for deposit in the Series 1998 B Bonds Sinking Fund, the amount required by the 1998 Ordinance to pay the interest on the Series 1998 B Bonds; (iii) if the Series 2000 A Bonds are issued, for deposit in the Series 2000 A Bonds Sinking Fund, the amount required by the 1998 Ordinance to pay the interest on the Series 2000 A Bonds; (iv) commencing 3 months prior to the first date of payment of interest on the Series 2000 B Bonds for which interest has not been capitalized or as required in the SRF Loan Agreement, for deposit in the Series 2000 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2000 B Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 B Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly

interest payment date, the required amount of interest coming due on such date; and (v) commencing 7 months prior to the first date of payment of interest on the Series 2000 C Bonds for which interest has not been capitalized or as required in the WDA Loan Agreement, for deposit in the Series 2000 C Bonds Sinking Fund, an amount equal to 1/6th of the amount of interest which will become due on the Series 2000 C Bonds on the next ensuing semiannual interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 C Bonds Sinking Fund and the next semiannual interest payment date is less than 7 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next semiannual interest payment date, the required amount of interest coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Series 1990 Bonds Sinking Fund, the amount required by the 1990 Ordinance to pay the principal of the Series 1990 Bonds; (ii) for deposit in the Series 1998 B Bonds Sinking Fund, the amount required by the 1998 Ordinance to pay the principal on the Series 1998 B Bonds; (iii) if the Series 2000 A Bonds are issued, for deposit in the Series 2000 A Bonds Sinking Fund, the amount required by the 1998 Ordinance to pay principal of the Series 2000 A Bonds; (iv) commencing 3 months prior to the first date of payment of principal of the Series 2000 B Bonds, for deposit in the Series 2000 B Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2000 B Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 B Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date; and (v) commencing 13 months prior to the first date of payment of principal of the Series 2000 C Bonds, for deposit in the Series 2000 C Bonds Sinking Fund, an amount equal to 1/12th of the amount of principal which will mature and become due on the Series 2000 C Bonds on the next ensuing annual principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 C Bonds Sinking Fund and the next annual principal payment date is less than 13 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next annual principal payment date, the required amount of principal coming due on such date.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit

in the Series 1990 Bonds Reserve Account, the amount required by the 1990 Ordinance to be deposited therein; (ii) if the Series 2000 A Bonds are issued, for deposit in the Series 2000 A Bonds Reserve Account, the amount required by the 1998 Ordinance to be deposited therein; (iii) commencing 3 months prior to the first date of payment of principal of the Series 2000 B Bonds, if not fully funded upon issuance of the Series 2000 B Bonds, for deposit in the Series 2000 B Bonds Reserve Account, an amount equal to 1/120th of the Series 2000 B Bonds Reserve Account Requirement; provided that, no further payments shall be made into the Series 2000 B Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2000 B Bonds Reserve Account Requirement; and (iv) commencing 13 months prior to the first date of payment of principal of the Series 2000 C Bonds or upon completion of construction of the Project, whichever is earlier, if not fully funded upon issuance of the Series 2000 C Bonds, for deposit in the Series 2000 C Bonds Reserve Account, an amount equal to 1/120th of the Series 2000 C Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2000 C Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2000 C Bonds Reserve Requirement.

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

Moneys in the Series 2000 B Bonds Sinking Fund and Series 2000 C Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest on the Series 2000 B Bonds and the Series 2000 C Bonds, respectively, as the same shall become due. Moneys in the Series 2000 B Bonds Reserve Account and the Series 2000 C Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, on the Series 2000 B Bonds and the Series 2000 C Bonds, respectively, as the same shall come

due, when other moneys in the Series 2000 B Bonds Sinking Fund and the Series 2000 C Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 2000 B Bonds Sinking Fund, the Series 2000 B Bonds Reserve Account, the Series 2000 C Bonds Sinking Fund and the Series 2000 C Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the respective Bond Construction Trust Funds, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2000 B Bonds and the Series 2000 C Bonds, respectively, and then to the next ensuing principal payment due thereon, all on a pro rata basis.

The Issuer shall restore any withdrawals from the Series 2000 B Bonds Reserve Account and the Series 2000 C Bonds Reserve Account which have the effect of reducing the assets therein below the Series 2000 B Bonds Reserve Account Requirement and the Series 2000 C Bonds Reserve Account Requirement, respectively, from the first Net Revenues available after all required payments have been made in full in the order set forth above.

As and when additional Bonds ranking on a parity with the Series 2000 B Bonds and the Series 2000 C Bonds are issued, provision shall be made for additional payments into the respective sinking fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate reserve account in an amount equal to the maximum amount of principal and interest which will become due in any year for account of the Bonds of such series, including such additional Bonds.

The Issuer shall not be required to make any further payments into the Series 2000 B Bonds Sinking Fund, the Series 2000 B Bonds Reserve Account, the Series 2000 C Bonds Sinking Fund or the Series 2000 C Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the Series 2000 B Bonds and the Series 2000 C Bonds issued pursuant to this Bond Legislation then Outstanding and all interest, if any, to accrue until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 1990 Bonds, the Series 1998 B Bonds, the Series 2000 A Bonds, if issued, the Series 2000 B Bonds and the Series 2000 C Bonds, in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2000 B Bonds Sinking Fund, the Series 2000 B Bonds Reserve Account, the Series 2000 C Bonds Sinking Fund and the Series 2000 C Bonds Reserve Account created

hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Moneys in the Series 2000 B Bonds Sinking Fund, the Series 2000 B Bonds Reserve Account, the Series 2000 C Bonds Sinking Fund and the Series 2000 C Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

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

B. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest and reserve payments with respect to the Series 2000 B Bonds and the Series 2000 C Bonds and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation. The Issuer shall also on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the SRF Administrative Fee as set forth in Schedule Y attached to the SRF Loan Agreement for the Series 2000 B Bonds.

C. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in the Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into such funds during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

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

E. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such

additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this Section, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

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

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

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

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

Section 5.04. Reserve Account Letter of Credit or Surety Bond. With the advance written consent of the Authority and the DEP, the Issuer may, in lieu of funding the respective Reserve Accounts for the Series 2000 B Bonds and Series 2000 C Bonds with cash or Qualified Investments, satisfy the respective Reserve Requirements by the deposit into the respective Reserve Accounts of a reserve account letter of credit, a surety bond, or other credit facility satisfactory to the Authority and the DEP in an amount at least equal to the respective Reserve Requirement. The Issuer hereby authorizes the purchase of a reserve account letter of credit, a surety bond, or other credit facility satisfactory to the Authority and the DEP and the execution and delivery of any applicable reimbursement agreement or note in such forms as shall be described in a Supplemental Resolution.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the moneys received from the sale of any or all of the Series 2000 B Bonds and the Series 2000 C Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2000 B Bonds, there shall first be deposited with the Commission in the Series 2000 B Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2000 B Bonds for the period commencing on the date of issuance of the Series 2000 B Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. From the proceeds of the Series 2000 C Bonds, there shall first be deposited with the Commission in the Series 2000 C Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 2000 C Bonds for the period commencing on the date of issuance of the Series 2000 C Bonds and ending 6 months after the estimated date of completion of construction of the Project.

C. Next, from the proceeds of the Series 2000 B Bonds, there shall be deposited with the Commission in the Series 2000 B Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2000 B Bonds Reserve Account.

D. Next, from the proceeds of the Series 2000 C Bonds, there shall be deposited with the Commission in the Series 2000 C Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2000 C Bonds Reserve Account.

E. Next, from the proceeds of the Series 2000 B Bonds, there shall be paid in full the Prior Obligation of the Issuer.

F. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 2000 B Bonds, such moneys shall be deposited with the Depository Bank in the Series 2000 B Bonds Construction Trust Fund and applied solely to payment of the costs of the Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2000 B Bonds.

G. The remaining moneys derived from the sale of the Series 2000 C Bonds, shall be deposited with the Depository Bank in the Series 2000 C Bonds Construction Trust Fund and applied solely to payment of the costs of the Project in the manner set forth in Section 6.02 hereof and, until so expended, are hereby pledged as additional security for the Series 2000 C Bonds.

Section 6.02. Disbursements From the Bond Construction Trust Fund.

A. On or before the Closing Date, the Issuer shall have delivered to the Authority and the DEP a report listing the specific purposes for which the proceeds of the Series 2000 B Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2000 B Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Authority and the DEP of the following:

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

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

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

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

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

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

B. Payments for Costs of the Project shall be made monthly. Except as provided in Section 6.01 hereof, disbursements from the Series 2000 C Bonds Construction Trust Fund (except for the costs of issuance of the Series 2000 C Bonds which shall be made upon request of the Issuer) shall be made only after submission to the Depository Bank of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating that:

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

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

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

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

In case any contract provides for the retention of a portion of the contract price, the Depository Bank shall disburse from the Series 2000 C Bonds Construction Trust Fund only the net amount remaining after deduction of any such portion. All payments made from the Series 2000 C Bond Construction Trust Fund shall be presumed by the Depository Bank to be made for the purposes set forth in said certificate, and the Depository Bank shall not be required to monitor the application of disbursements from the Series 2000 C Bonds Construction Trust Fund. The Consulting Engineers shall from time to time file with the Depository Bank written statements advising the Depository Bank of its then authorized representative.

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

After completion of the Project, as certified by the Consulting Engineers, and all Costs of the Project have been paid, any remaining proceeds of the Series 2000 B Bonds shall be expended as approved by the DEP and any remaining proceeds of the Series 2000 C Bonds shall be expended as approved by the Authority.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2000 B Bonds and the Series 2000 C Bonds. In addition to the other covenants, agreements and provisions of this Bond Legislation, the Issuer hereby covenants and agrees with the Holders of the Series 2000 B Bonds and the Series 2000 C Bonds as hereinafter provided in this Article VII. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Series 2000 B Bonds and the Series 2000 C Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2000 B and the Series 2000 C Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of the Series 2000 B Bonds and the Series 2000 C Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2000 B Bonds and the Series 2000 C Bonds or the interest thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2000 B Bonds and the Series 2000 C Bonds issued hereunder shall be secured equally and ratably by a first lien on the Net Revenues derived from the System, on a parity with each other and with the lien on the Net Revenues in favor of the Holders of the Series 1990 Bonds. If the Series 2000 A Bonds are issued on April 1, 2000, the payment of the debt service on the Series 2000 B Bonds and the Series 2000 C Bonds shall continue to be secured by a first lien on the Net Revenues derived from the System, on a parity with each other and with the lien on the Net Revenues in favor of the Holders of the Series 2000 A Bonds and the Series 1998 B Bonds. If the Series 2000 A Bonds are not issued on April 1, 2000, the payment of the debt service on the Series 2000 B Bonds and the Series 2000 C Bonds shall continue to be secured by a first lien on the Net Revenues derived from the System, on a parity with each other and with the lien on the Net Revenues in favor of the Holders of the Series 1990 Bonds and the Series 1998 B Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Rates and Charges. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the water rate ordinance of the Issuer enacted July 6, 1999, and the sewer rate ordinance of the Issuer enacted July 6, 1999, as modified by Final Order of the Public Service Commission of West Virginia entered on December 6, 1999, which rates are incorporated herein by reference as a part hereof.

In the event the schedule of rate and charges initially established for the System in connection with the Series 2000 B Bonds and the Series 2000 C Bonds shall prove to be insufficient to produce the amounts required by this Bond Legislation and the Loan Agreements, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates and charges so as to provide funds sufficient to produce the amounts required by this Bond Legislation and the Loan Agreements.

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

So long as the Series 2000 B Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the DEP, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to fully pay all the Bonds Outstanding, in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall immediately be remitted to the Commission for deposit in the Series 2000 B Bonds Sinking Fund and the Series 2000 C Bonds Sinking Fund, pro rata with respect to the principal amount of each of the Bonds then Outstanding, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest on the Series 2000 B Bonds and the Series 2000 C Bonds. Any balance remaining after the payment of the Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Board shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor is not in excess of $50,000, the Board shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Board may then provide for the sale of such property. The proceeds of any such sale shall be

deposited in the 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 $50,000 but not in excess of $200,000, the Board shall first, in writing, determine with the written approval of the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the Governing Body may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, in excess of $50,000 and not in excess of $200,000, shall be deposited by the Issuer into the Renewal and Replacement Fund. Such payments of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said fund by other provisions of the Prior Ordinances and this Bond Legislation.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the source fiscal year for such sales, leases or other dispositions of such properties, shall be in excess of $200,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders , or their duly authorized representatives, of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2000 B Bonds and the Series 2000 C Bonds. All obligations issued by the Issuer after the issuance of the Series 2000 B Bonds and the Series 2000 C Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 2000 B Bonds and the Series 2000 C Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2000 B Bonds and the Series 2000 C Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2000 B Bonds and the Series 2000 C Bonds and the interest thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Additional Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no additional Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2000 B Bonds and the Series 2000 C Bonds pursuant to this Ordinance, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinances).

No such additional Parity Bonds shall be issued except for the purposes of financing the costs of the acquisition and construction of extensions, additions, betterments or improvements to the System, refunding all or a portion of one or more series of Bonds issued pursuant hereto, to pay claims which may exist against the revenues or facilities of the System or all of such purposes.

No Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustment hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such additional Parity Bonds, plus the estimated average increased annual Net Revenues expected to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds shall, so long as any of the Series 1990 Bonds are outstanding, not be less than 125%, and thereafter, so long as any of the Series 2000 A Bonds are outstanding, not be less than 120%, and thereafter, shall not be less than 115%, of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Bonds then Outstanding;

(2) Any additional Parity Bonds theretofore issued pursuant to the provisions contained in the Prior Ordinances and this Bond Legislation then Outstanding; and

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

The "estimated average increased annual Net Revenues to be received in each of the 3 succeeding years," as that term is used in the computation provided in the above paragraph, shall refer only to the increased Net Revenues estimated to be derived from

additional customers to be connected to the System as a result of additions, extensions and improvements thereto, or from any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the date of issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Consulting Engineers, which shall be filed in the office of the City Clerk prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12 consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which has expired (without successful appeal) prior to the issuance of such Parity Bonds. For purposes of this test, the terms "Gross Revenues" and "Net Revenues" shall not include proceeds from the sale of capital assets.

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

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

No Parity Bonds shall be issued any time, however, unless all the payments into the respective funds and accounts provided for in this Ordinance with respect to 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 issuance of such Parity Bonds, and the Issuer shall then be in full compliance with all the covenants, agreements and terms of this Ordinance.

Section 7.08. Books; Records and Audit. The Board shall keep complete and accurate records of the cost of acquiring the Project site and the costs of acquiring, constructing and installing the Project. The Board shall permit the Authority and the DEP, or their agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at all reasonable times for the purpose of audit and examination. The Board shall submit to the Authority and the DEP such documents and information as they may reasonably require in connection with the acquisition, construction and installation of the Project, the operation and maintenance of the System and the administration of the loan or any grants or other sources of financing for the Project.

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

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

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

The Board shall file with the Consulting Engineers, the Authority and the DEP, or any other original purchaser of the Series 2000 B Bonds and the Series 2000 C Bonds, and shall mail in each year to any Holder or Holders of the Series 2000 B Bonds and the Series 2000 C Bonds, requesting the same, an annual report containing the following:

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

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

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

The Board shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Accountants in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof, to the extent legally required, and shall mail upon request, and make available generally, the report of the Independent Accountants, or a summary thereof, to any Holder or Holders of the Series 2000 B Bonds and the Series 2000 C Bonds and shall submit the report to the Authority and the DEP, or any other original purchaser of the Series 2000 B Bonds and the Series 2000 C Bonds. Such audit report submitted to the Authority and the DEP shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreements and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

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

The Board shall permit the Authority or the DEP, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction of the Project, the Board shall also provide the Authority and the DEP, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the DEP with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2000 B Bonds and the Series 2000 C Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the City Clerk of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or

schedules of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule or schedules of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 125% of the maximum amount required in any year for payment of principal of and interest on the Series 2000 B Bonds and the Series 2000 C Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2000 B Bonds and the Series 2000 C Bonds, so long as the Series 1990 Bonds are Outstanding, thereafter 120% of such amount, so long as the Series 2000 A Bonds are outstanding, and thereafter 115% of such amount; provided that, in the event the Series 1990 Bonds and the Series 2000 A Bonds are no longer outstanding and an amount equal to or in excess of the Series 2000 B Bonds Reserve Account Requirement and the Series 2000 C Bonds Reserve Account Requirement is on deposit in the Series 2000 B Bonds Reserve Account and the Series 2000 C Bonds Reserve Account and any reserve accounts for obligations on a parity with the Series 2000 B Bonds and the Series 2000 C Bonds are funded at least at the requirement therefor, such sum need only equal 110% of the maximum amount required in any year for payment of principal of and interest on the Series 2000 B Bonds and the Series 2000 C Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2000 B Bonds and the Series 2000 C Bonds. All such rates and charges, if not paid when due, shall constitute a lien upon the premises served by the System. For purposes of this test, the terms "Gross Revenues" and "Net Revenues" shall not include proceeds from the sale of capital assets.

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

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

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

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

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

The Board shall provide and maintain competent and adequate resident engineering services satisfactory to the Authority and the DEP covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such resident engineer shall certify to the Authority, the DEP and the Board at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

The Board shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Board shall notify the DEP in writing of such receipt. The Board shall submit a "Performance Certificate," a form of which is attached to the SRF Loan Agreement as Exhibit A, to the DEP within 60 days of the end of the first year after the Project is completed.

The Board shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to the DEP when the Project is 90% completed.

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

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

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

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

Section 7.14. No Free Services. The Board will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be

established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of either shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer, the Board and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Board hereby covenants and agrees that so long as the Series 2000 B Bonds and the Series 2000 C Bonds remain Outstanding, the Board will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the greater of the fair appraised value or the actual cost thereof. In the event of any damage to or destruction of any portion of the System, the Board will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damages or destroyed portion. The Board will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Board, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the prime contractor and subcontractors, as their interests may appear.

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

(3) WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds

to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Board and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, extensions or improvements for the System in compliance with West Virginia Code, Section 38-2-39.

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

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

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

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

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

Section 7.16. Mandatory Connections. The mandatory use of the sewerage facilities portion of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use

the sewerage facilities portion of the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the sewerage facilities portion of the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the sewerage facilities portion of the System, pay the rates and charges established therefor.

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

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

The Board will obtain all permits required by state and federal laws for the acquisition and construction of the Project and all orders and approvals from the West Virginia Public Service Commission and the West Virginia Infrastructure and Jobs Development Council necessary for the acquisition and construction of the Project and the operation of the System.

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

Section 7.19. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2000 B Bonds and the Series 2000 C Bonds during the term thereof is, under the terms of the Series 2000 B Bonds and the Series 2000 C Bonds or any underlying arrangement, directly or indirectly, secured

by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2000 B Bonds and Series 2000 C Bonds during the term thereof is, under the terms of the Series 2000 B Bonds and the Series 2000 C Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Series 2000 B Bonds and the Series 2000 C Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of that portion of the Project to which such Private Business Use is related, all of the foregoing to be determined in accordance with the Code.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of 5% of the Net Proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2000 B Bonds and the Series 2000 C Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2000 B Bonds and the Series 2000 C Bonds and the interest thereon, including, without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2000 B Bonds and the Series 2000 C Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

Section 7.20. Securities Law Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual audit report, financial statements, related information and notices of changes in usage and customer base) so that the Authority may comply with the provisions of SEC Rule 15c2-12 (17 CFR Part 240).

Section 7.21. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2000 B Bonds and the Series 2000 C Bonds or immediately thereafter, enter into written contracts for the immediate acquisition or construction of the Project.

B. The Issuer shall submit all proposed change orders to the DEP for written approval. The Issuer shall obtain the written approval of the DEP before expending any proceeds of the Series 2000 B Bonds held in "contingency" as set forth in the Schedule A attached to the SRF Loan Agreement. The Issuer shall also obtain the written approval of the DEP before expending any proceeds of the Series 2000 B Bonds made available due to bid or construction or project underruns.

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

Section 7.22. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2000 B Bonds and the Series 2000 C Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Series 2000 B Bonds and the Series 2000 C Bond and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Series 1990 Bonds, Series 1998 B Bonds and Series 2000 A Bonds, if issued.

ARTICLE VIII

INVESTMENT OF FUNDS; NON ARBITRAGE

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2000 B Bonds or the Series 2000 C Bonds are Outstanding and as long thereafter as necessary to comply with the Code and to assure the exclusion of interest, if any, on the Series 2000 B Bonds and the Series 2000 C Bonds from gross income for federal income tax purposes.

Section 8.02. Arbitrage and Tax Exemption. The Issuer covenants that (i) it shall not take, or permit or suffer to be taken, any action with respect to the gross or other proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds which would cause the Series 2000 B Bonds or the Series 2000 C Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Series 2000 B Bonds and the Series 2000 C Bonds) so that the interest on the

Series 2000 B Bonds and the Series 2000 C Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

If the Issuer is subject to the rebate requirements of Section 148(f) of the Code, and not exempted from such requirements, the Issuer covenants to make, or cause to be made, all rebate calculations, computations and payments in the time, manner and as required in Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 2000 B Bonds and the Series 2000 C Bonds and otherwise covenants and agrees to comply with the provisions of such Section 148(f) of the Code and the Regulations from time to time in effect and applicable to the Series 2000 B Bonds and the Series 2000 C Bonds. In the event of a failure to pay the correct rebate amount, the Issuer will pay from any lawful sources available therefor, to the United States such amount, plus a penalty equal to 50% of the rebate amount not paid, plus interest on that amount, unless waived. In order to provide for the administration of this paragraph, the Issuer may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the Issuer may deem appropriate.

The Issuer shall furnish to the Authority, annually, and at such time as it is required to perform its rebate calculations under the Code, a certificate with respect to its rebate calculations and, at any time, any additional information relating thereto as may be requested by the Authority. In addition, the Issuer shall cooperate with the Authority in preparing any required rebate calculations and in all other respects in connection with rebates and hereby consents to the performance of all matters in connection with such rebates by the Authority at the expense of the Issuer.

The Issuer shall submit to the Authority within 15 days following the end of each Bond Year a certified copy of its rebate calculation or, if the Issuer qualifies for the small governmental issue exception to rebate, the Issuer shall submit a certificate stating that it is exempt from the rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Series 2000 B Bonds or the Series 2000 C Bonds subject to rebate. The Issuer shall also furnish the Authority, at any time, such additional information relating to rebate as may be reasonably requested by the Authority, including information with respect to earnings on all funds constituting "gross proceeds" of the Series 2000 B Bonds and the Series 2000 C Bonds (as such term "gross proceeds" is defined in the Code).

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2000 B Bonds and the Series 2000 C Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on any Series 2000 B Bonds or Series 2000 C Bonds; or

(2) If default occurs in the Issuer or the Board's observance of any of the covenants, agreements or conditions on their respective parts relating to the Series 2000 B Bonds and the Series 2000 C Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2000 B Bonds or the Series 2000 C Bonds, and such default shall have continued for a period of 30 days after the Issuer or Board, as appropriate, shall have been given written notice of such default by the Commission, the Depository Bank, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or

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

(4) If default occurs with respect to the Series 1990 Bonds, Series 1998 B Bonds and Series 2000 A Bonds, if issued, or the Prior Ordinances.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner or Bondholder of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners or Bondholders including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds; (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners or Bondholders of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2000 B Bonds and the Series 2000 C Bonds shall be on a parity with the Series 1990 Bonds, Series 1998 B Bonds and Series 2000 A Bonds, if issued.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer or the Board, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

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

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

and the possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Registered Owners of such Bonds and the curing and making good of any Event of Default with respect thereto under the provisions of this Bond Legislation, and the title to and ownership of said System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT AND DEFEASANCE OF BONDS

Section 10.01. Payment of Series 2000 B Bonds. If the Issuer shall pay or there shall otherwise be paid, to the Holders of the Series 2000 B Bonds, the principal of and interest due or to become due thereon at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2000 B Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest on the Series 2000 B Bonds from gross income for federal income tax purposes.

Section 10.02. Defeasance of Series 2000 C Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all of the Series 2000 C Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2000 C Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest on the Series 2000 C Bonds from gross income for federal income tax purposes.

Series 2000 C Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agent at the same or earlier time, shall be sufficient, to pay as and when due either at maturity or at the next redemption date, the principal installments of and interest on such Series 2000 C Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 2000 C Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or its agent, either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay when due the principal installments of and interest due and to become due on said Series 2000 C Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of and interest on said Series 2000 C Bonds; provided, that any cash received

from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of and interest to become due on said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2000 B Bonds and the Series 2000 C Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2000 B Bonds and the Series 2000 C Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2000 B Bonds and the Series 2000 C Bonds shall be made without the consent in writing of the Registered Owners of the Series 2000 B Bonds and the Series 2000 C Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2000 B Bonds and the Series 2000 C Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2000 B Bonds and the Series 2000 C Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest on the Series 2000 B Bonds and the Series 2000 C Bonds from gross income of the holders thereof.

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

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2000 B Bonds and the Series 2000 C Bonds.

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

Section 11.05. Conflicting Provisions Repealed; Prior Ordinances. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this

Ordinance are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Ordinance and the Prior Ordinances, the Prior Ordinances shall control (unless less restrictive), so long as the Series 1990 Bonds, Series 1998 B Bonds and Series 2000 A Bonds, if issued, or any portion thereof are Outstanding.

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

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

Section 11.08. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the Charleston Gazette and the Charleston Daily Mail, two qualified newspapers of general circulation in the City of St. Albans, there being no qualified newspaper published therein, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2000 B Bonds and the Series 2000 C Bonds, and that any person interested may appear before the Governing Body upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Passed on First Reading: January 18, 2000

Passed on Second Reading: February 7, 2000

Passed on Final Reading Following Public Hearing: February 22, 2000

L. O. Hessel Jr.
Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Governing Body of THE CITY OF ST. ALBANS on the 22nd day of February, 2000.

Dated: March 15, 2000.

[SEAL]

Barbara Cunningham
City Clerk

EXHIBIT A

Loan Agreements included in bond transcript as Documents 3 and 4

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA SRF PROGRAM) AND COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 C (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), OF THE CITY OF ST. ALBANS; APPROVING AND RATIFYING THE LOAN AGREEMENTS RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the city council (the "Governing Body") of the City of St. Albans (the "Issuer") has duly and officially adopted and enacted a bond ordinance, effective February 22, 2000 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF ST. ALBANS AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $16,290,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND

SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA SRF PROGRAM), AND NOT MORE THAN $400,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 C (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program) and Series 2000 C (West Virginia Water Development Authority), of the Issuer (collectively, the "Bonds" and individually, the "Series 2000 B Bonds" and the "Series 2000 C Bonds"), in the respective aggregate principal amounts not to exceed $16,290,000 and $400,000, and has authorized the execution and delivery of a loan agreement relating to the Series 2000 B Bonds, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP") and the loan agreement relating to the Series 2000 C Bonds, by and between the Issuer and the Authority (collectively, the "Loan Agreement"), all in accordance with Chapter 8, Article 20, Chapter 22C, Article 1 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ST. ALBANS:

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

A. The Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of $16,281,000. The Series 2000 B Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2022, and shall bear interest at the rate of 2% per annum. The principal of and the interest on the Series 2000 B Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2002, and ending June 1, 2022, and in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Series 2000 B Bonds. The Series 2000 B Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Series 2000 B Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to 1% of the principal amount of the Series 2000 B Bonds set forth in the "Schedule Y" attached to the Loan Agreement.

B. The Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), of the Issuer, originally represented by a single Bond, numbered CR-1, in the principal amount of $225,000. The Series 2000 C Bonds shall be dated the date of delivery thereof, shall finally mature October 1, 2020, shall bear interest at the rate of 5.8% per annum, payable semiannually on April 1 and October 1 of each year, commencing October 1, 2000. The Series 2000 C Bonds shall be payable in annual installments of principal on October 1 of each year, commencing October 1, 2001, and ending October 1, 2020, all as set forth in the "Schedule X" attached to the Loan

Agreement and incorporated in and made a part of the Series 2000 C Bonds. The Series 2000 C Bonds shall be subject to redemption upon the written consent of the Authority, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement, as long as the Authority shall be the registered owner of the Series 2000 C Bonds.

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

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the application to the DEP and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon.

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

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

Section 6. The Issuer does hereby appoint and designate One Valley Bank, National Association, St. Albans, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 7. Series 2000 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 2000 B Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2000 B Bonds proceeds in the amount of $989,696 shall be deposited in the Series 2000 B Bonds Reserve Account.

Section 9. Series 2000 C Bonds proceeds in the amount of $-0- shall be deposited in the Series 2000 C Bonds Sinking Fund, as capitalized interest.

Section 10. Series 2000 C Bonds proceeds in the amount of $19,300 shall be deposited in the Series 2000 C Bonds Reserve Account.

Section 11. The balance of the proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds shall be deposited in or credited to the respective Bonds Construction Trust Funds for payment of the costs of the Project, including, without limitation, costs of issuance of the Bonds and related costs.

Section 12. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered on or about March 15, 2000, to the Authority pursuant to the Loan Agreement.

Section 13. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 14. The Issuer does hereby ratify, approve and accept all contracts relating to the financing, acquisition and construction of the Project.

Section 15. The Issuer hereby determines to invest all moneys in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such moneys to be invested in such repurchase agreements or time accounts until further directed in writing by the Issuer. Moneys in the Sinking Funds, including the Reserve Accounts therein, shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 16. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by Section 103(a) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder or under any predecessor thereto (the "Code"), by reason of the classification of the Bonds as "private activity bonds" within the meaning of the Code. The Issuer will take all actions necessary to comply with the Code and Treasury Regulations to be promulgated thereunder.

Section 17. The Series 2000 B Bonds may be issued on a non-tax exempt basis, if permitted by the DEP. In the event that the Series 2000 B Bonds are issued on a non-tax exempt basis, the Issuer hereby agrees and covenants to comply with such restrictions on the use of the proceeds of the Series 2000 B Bonds as may be required by the DEP.

Section 18. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 6th day of March, 2000.

L.O. Hassel Jr.
Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of St. Albans on the 6th day of March, 2000.

Dated: March 15, 2000.

[SEAL]

Barbara Cunningham
City Clerk

03/06/00
858350/98001

CL575750.1

SRF-LP-1
(2/1/00)

LOAN AGREEMENT

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

CITY OF ST. ALBANS
(Local Government)

W I T N E S S E T H:

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

WHEREAS, pursuant to the provisions of Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a state water pollution control revolving fund program (the "Program") to direct the distribution of loans to particular local governments pursuant to the Clean Water Act;

WHEREAS, under the Act the DEP is designated the instrumentality to enter into capitalization agreements with the United States Environmental Protection Agency ("EPA") to accept capitalization grant awards (U.S. General Services Administration; Catalog of Federal Domestic Assistance, 32nd Edition § 66.458 (1998)) and DEP has been awarded capitalization grants to partially fund the Program;

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

WHEREAS, pursuant to the Act, the Authority and DEP are empowered to make loans from the Fund to local governments for the acquisition or construction of wastewater treatment projects by such local governments, all subject to such provisions and limitations as are contained in the Clean Water Act and the Act;

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

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

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

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

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

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

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

ARTICLE I

Definitions

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II

The Project and the System

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

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

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

2.4 The Local Government agrees that the Authority and DEP and their respective duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Local Government further agrees that the Authority and DEP and their respective duly authorized agents shall, prior to, at and after completion of construction and commencement of

operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and DEP with respect to the System pursuant to the pertinent provisions of the Act.

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

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

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

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

Local Government on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds are outstanding. Prior to commencing operation of the Project, the Local Government must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

2.9 The Local Government shall provide and maintain competent and adequate engineering services satisfactory to the Authority and DEP covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority, DEP and the Local Government at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies. The Local Government shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the SRF Regulations, to it within 60 days of the completion of the Project. The Local Government shall notify DEP in writing of such receipt. The Local Government shall submit a Performance Certificate, the form of which is attached hereto as Exhibit A, and being incorporated herein by reference, to DEP within 60 days of the end of the first year after the Project is completed.

2.10 The Local Government shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the SRF Regulations, to DEP when the Project is 90% completed. The Local Government shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Government shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator(s) to operate the System during the entire term of this Loan Agreement. The Local Government shall notify DEP in writing of the certified operator employed at the 50% completion stage.

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

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

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

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

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

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

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

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

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

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

(f) The Local Government shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") and the West Virginia Infrastructure and Jobs Development Council necessary for the construction of the Project and operation of the System, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

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

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

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

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

3.2 Subject to the terms and provisions of this Loan Agreement, the rules and regulations promulgated by the Authority and DEP, including the SRF Regulations, or any other appropriate State agency and any applicable rules, regulations and procedures promulgated from time to time by the federal government, it is hereby agreed that the Authority shall make the Loan to the Local Government and the Local Government shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Local Government shall sell to the Authority and the Authority shall make the Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

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

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the Local Government by written notice to the Authority, which written notice shall be given not less than ten (10) business days prior to the date designated; provided, however, that if the Authority is unable to accept delivery on the date designated, the Local Bonds shall be delivered to the Authority on a date as close as possible to the designated date and mutually agreeable to the Authority, DEP and the Local Government. The date of delivery so designated or agreed upon is hereinafter referred to as the "Date of Loan Closing." 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 Local Government understands and acknowledges that it is one of several local governments which have applied to the Authority and DEP for loans from the Fund to finance wastewater treatment projects and that the obligation of the Authority to make any such loan is subject to the Local Government's fulfilling all of the terms and conditions of this Loan Agreement on or prior to the Date of Loan Closing and to the requirements of the Program. The Local Government specifically recognizes that the Authority will not purchase the Local Bonds unless and until sufficient funds are available in the Fund to purchase all the Local Bonds and that, prior to such purchase, the Authority may purchase the bonds of other local governments set out in the State Project Priority List, as defined in the SRF Regulations. The Local Government further specifically recognizes that all loans will be originated in conjunction with the SRF Regulations and with the prior approval of DEP.

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

ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

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

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

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

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

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by a pledge of either the net or gross revenues of the System as provided in the Local Act;

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

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

(iv) That, except as otherwise required by State law or the Regulations, the System may not be sold, mortgaged, leased or otherwise disposed of, except as a whole, or substantially as a whole, provided that the net proceeds to be realized from such sale, mortgage, lease or other disposition shall be sufficient to fully pay all of the Local Bonds outstanding and further provided that portions of the System when no longer required for the ongoing operation of such System as evidenced by certificates from the Consulting Engineer, may be disposed of with such restrictions as are normally contained in such covenants;

(v) That the Local Government shall not issue any other obligations payable from the revenues of the System which rank prior to, or equally, as to lien and security with the Local Bonds, except parity bonds which shall only be issued if net revenues of the System prior to issuance of such parity bonds, plus reasonably projected

revenues from rate increases and the improvements to be financed by such parity bonds, shall not be less than one hundred fifteen percent (115%) of the maximum debt service in any succeeding year on all Local Bonds and parity bonds theretofore and then being issued and on any obligations secured by a lien on or payable from the revenues of the System prior to the Local Bonds and with the prior written consent of the Authority and DEP; provided, however, that additional parity bonds may be issued to complete the Project, as described in the Application as of the date hereof, without regard to the foregoing;

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

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

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

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

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

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

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

(xiii) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, prospective users of the System shall be required to connect thereto;

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

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

(xvi) That the West Virginia Municipal Bond Commission (the "Commission") shall serve as paying agent for all Local Bonds;

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

(xviii) That, unless it qualifies for an exception to the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, which exception shall be set forth in an opinion of bond counsel, the Local Government will furnish to the Authority, annually, at such time as it is required to perform its rebate calculations under the Internal

Revenue Code of 1986, as amended, a certificate with respect to its rebate calculations and, at any time, any additional information requested by the Authority;

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

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

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

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

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

4.3 At least five percent (5%) of the proceeds of the Local Bonds will be advanced on the Date of Loan Closing. The remaining proceeds of the Local Bonds shall be advanced by the Authority monthly as required by the Local Government to pay Costs of the

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

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

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

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

ARTICLE V

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

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

such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and in compliance with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof.

5.2 In the event, for any reason, the schedule of rates, fees and charges initially established for the System in connection with the Local Bonds shall prove to be insufficient to produce the required sums set forth in the Local Act and this Loan Agreement, the Local Government hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges (or where applicable, immediately file with the PSC for a rate increase) and take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and this Loan Agreement.

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

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

ARTICLE VI

Other Agreements of the Local Government

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

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

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

6.4 The Local Government hereby covenants that it will rebate any amounts required by Section 148 of the Internal Revenue Code of 1986, as amended, and will take all steps necessary to make any such rebates. In the event the Local Government fails to make any such rebates as required, then the Local Government shall pay any and all penalties, obtain a waiver from the Internal Revenue Service and take any other actions necessary or desirable to preserve the exclusion from gross income for federal income tax purposes of interest on the Local Bonds.

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

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

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

ARTICLE VII

Miscellaneous

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

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

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

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

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

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

7.7 This Loan Agreement shall terminate upon the earlier of:

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

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

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

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

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

City of St. Albans
[Name of Local Government]

(SEAL)

By: L.O. Hudgins
Its: Mayor

Attest:

Date: 2/28/00

Barbara Cunningham
Its Recorder

WEST VIRGINIA DIVISION OF ENVIRONMENTAL PROTECTION

By:
Its: Chief

Date: 2/28/00

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By:
Its: Director

Attest:

Date: February 24, 2000

Barbara B Meadows
Secretary-Treasurer

00832/00372

EXHIBIT A

[Form of Performance Certificate]

[TO BE PROVIDED BY DEP]

EXHIBIT B

[Form of Monthly Financial Report]
[Name of Local Government]
[Name of Bond Issue]
Fiscal Year - __
Report Month: _____

ITEM	CURRENT MONTH	YEAR TO DATE	BUDGET YEAR TO DATE	BUDGET DIFFERENCE
1. Gross Revenues Collected				
2. Operating Expenses				
3. Other Bond Debt Payments (including Reserve Account Deposits)				
4. SRF Bond Payments (include Reserve Account Deposits)				
5. Renewal and Replacement Fund Deposit				
6. Funds available for capital construction				

Witnesseth my signature this ___ day of _____, _____.

[Name of Local Government]

By: _____
Authorized Officer

EXHIBIT C
PAYMENT REQUISITION FORM

(All Copies to Be Provided by DEP for Each Project)

EXHIBIT D

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____

(Issuer)

_____

(Name of Bonds)

I, _____, Registered Professional Engineer, West Virginia License No._____, of _____, Consulting Engineers, _____, _____, hereby certify as follows:

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

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

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

Schedule A attached hereto as Exhibit A, and my firm[1] has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof[2], the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Loan Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by DEP; and (xi) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

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

_____

By _____

West Virginia License No. _____

[SEAL]

---

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

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

EXHIBIT E

SPECIAL CONDITIONS

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

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

EXHIBIT F

[Monthly Payment Form]

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

Interest	$_____
Principal	$_____
Total:	$_____
Reserve Account:	$_____

Witness my signature this ___ day of_____.

[Name of Local Government]

By: _____
Authorized Officer

Enclosure: copy of check(s)

EXHIBIT G

[Opinion of Bond Counsel for Local Government]

[To Be Dated as of Date of Loan Closing]

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

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

Ladies and Gentlemen:

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

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

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

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

adopted or enacted by the Local Government on _____, as supplemented by the supplemental resolution duly adopted by the Local Government on _____ (collectively, the "Local Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Loan Agreement has been undertaken. The Local Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Local Act and the Loan Agreement.

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

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

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

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

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

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

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

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

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

Very truly yours,

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds	$ 16,281,000
Purchase Price of Local Bonds	$ 16,281,000

The Local Bonds shall bear no interest from the date of delivery to and including May 31, 2002. Commencing Sept. 1, 2002, interest on the Local Bonds is payable quarterly, at a rate of 2 % per annum. Commencing Sept. 1, 2002, principal of the Local Bonds is payable quarterly, with an administrative fee of 1%. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

The Local Bonds are fully registered in the name of the Authority as to principal and interest, if any, and the Local Bonds shall grant the Authority a first lien on the net or gross revenues of the Local Government's system as provided in the Local Act.

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

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Local Government: Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, issued March 1, 1990, in the original amount of $3,100,000.

City of St. Albans (West Virginia)

Loan of $16,281,000

20 Years, 2% Interest Rate, 1% Administrative Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
6/01/2000	-	-	-	-
9/01/2000	-	-	-	-
12/01/2000	-	-	-	-
3/01/2001	-	-	-	-
6/01/2001	-	-	-	-
9/01/2001	-	-	-	-
12/01/2001	-	-	-	-
3/01/2002	-	-	-	-
6/01/2002	-	-	-	-
9/01/2002	166,018.00	2.000%	81,405.00	247,423.00
12/01/2002	166,848.00	2.000%	80,574.91	247,422.91
3/01/2003	167,682.00	2.000%	79,740.67	247,422.67
6/01/2003	168,521.00	2.000%	78,902.26	247,423.26
9/01/2003	169,363.00	2.000%	78,059.66	247,422.66
12/01/2003	170,210.00	2.000%	77,212.84	247,422.84
3/01/2004	171,061.00	2.000%	76,361.79	247,422.79
6/01/2004	171,916.00	2.000%	75,506.49	247,422.49
9/01/2004	172,776.00	2.000%	74,646.91	247,422.91
12/01/2004	173,640.00	2.000%	73,783.03	247,423.03
3/01/2005	174,508.00	2.000%	72,914.83	247,422.83
6/01/2005	175,381.00	2.000%	72,042.29	247,423.29
9/01/2005	176,258.00	2.000%	71,165.38	247,423.38
12/01/2005	177,139.00	2.000%	70,284.09	247,423.09
3/01/2006	178,025.00	2.000%	69,398.40	247,423.40
6/01/2006	178,915.00	2.000%	68,508.27	247,423.27
9/01/2006	179,809.00	2.000%	67,613.70	247,422.70
12/01/2006	180,708.00	2.000%	66,714.65	247,422.65
3/01/2007	181,612.00	2.000%	65,811.11	247,423.11
6/01/2007	182,520.00	2.000%	64,903.05	247,423.05
9/01/2007	183,432.00	2.000%	63,990.45	247,422.45
12/01/2007	184,350.00	2.000%	63,073.29	247,423.29
3/01/2008	185,271.00	2.000%	62,151.54	247,422.54
6/01/2008	186,198.00	2.000%	61,225.19	247,423.19
9/01/2008	187,129.00	2.000%	60,294.20	247,423.20
12/01/2008	188,064.00	2.000%	59,358.55	247,422.55
3/01/2009	189,005.00	2.000%	58,418.23	247,423.23
6/01/2009	189,950.00	2.000%	57,473.21	247,423.21
9/01/2009	190,899.00	2.000%	56,523.46	247,422.46
12/01/2009	191,854.00	2.000%	55,568.96	247,422.96
3/01/2010	192,813.00	2.000%	54,609.69	247,422.69
6/01/2010	193,777.00	2.000%	53,645.63	247,422.63
9/01/2010	194,746.00	2.000%	52,676.74	247,422.74
12/01/2010	195,720.00	2.000%	51,703.01	247,423.01
3/01/2011	196,699.00	2.000%	50,724.41	247,423.41
6/01/2011	197,682.00	2.000%	49,740.92	247,422.92
9/01/2011	198,670.00	2.000%	48,752.51	247,422.51

City of St. Albans (West Virginia)

Loan of $16,281,000

20 Years, 2% Interest Rate, 1% Administrative Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
12/01/2011	199,664.00	2.000%	47,759.16	247,423.16
3/01/2012	200,662.00	2.000%	46,760.84	247,422.84
6/01/2012	201,665.00	2.000%	45,757.53	247,422.53
9/01/2012	202,674.00	2.000%	44,749.20	247,423.20
12/01/2012	203,687.00	2.000%	43,735.83	247,422.83
3/01/2013	204,706.00	2.000%	42,717.40	247,423.40
6/01/2013	205,729.00	2.000%	41,693.87	247,422.87
9/01/2013	206,758.00	2.000%	40,665.22	247,423.22
12/01/2013	207,792.00	2.000%	39,631.43	247,423.43
3/01/2014	208,830.00	2.000%	38,592.47	247,422.47
6/01/2014	209,875.00	2.000%	37,548.32	247,423.32
9/01/2014	210,924.00	2.000%	36,498.95	247,422.95
12/01/2014	211,979.00	2.000%	35,444.33	247,423.33
3/01/2015	213,039.00	2.000%	34,384.43	247,423.43
6/01/2015	214,104.00	2.000%	33,319.24	247,423.24
9/01/2015	215,174.00	2.000%	32,248.72	247,422.72
12/01/2015	216,250.00	2.000%	31,172.85	247,422.85
3/01/2016	217,331.00	2.000%	30,091.60	247,422.60
6/01/2016	218,418.00	2.000%	29,004.94	247,422.94
9/01/2016	219,510.00	2.000%	27,912.85	247,422.85
12/01/2016	220,608.00	2.000%	26,815.30	247,423.30
3/01/2017	221,711.00	2.000%	25,712.26	247,423.26
6/01/2017	222,819.00	2.000%	24,603.71	247,422.71
9/01/2017	223,933.00	2.000%	23,489.61	247,422.61
12/01/2017	225,053.00	2.000%	22,369.95	247,422.95
3/01/2018	226,178.00	2.000%	21,244.68	247,422.68
6/01/2018	227,309.00	2.000%	20,113.79	247,422.79
9/01/2018	228,446.00	2.000%	18,977.25	247,423.25
12/01/2018	229,588.00	2.000%	17,835.02	247,423.02
3/01/2019	230,736.00	2.000%	16,687.08	247,423.08
6/01/2019	231,890.00	2.000%	15,533.40	247,423.40
9/01/2019	233,049.00	2.000%	14,373.95	247,422.95
12/01/2019	234,214.00	2.000%	13,208.70	247,422.70
3/01/2020	235,385.00	2.000%	12,037.63	247,422.63
6/01/2020	236,562.00	2.000%	10,860.71	247,422.71
9/01/2020	237,745.00	2.000%	9,677.90	247,422.90
12/01/2020	238,934.00	2.000%	8,489.17	247,423.17
3/01/2021	240,128.00	2.000%	7,294.50	247,422.50
6/01/2021	241,329.00	2.000%	6,093.86	247,422.86
9/01/2021	242,536.00	2.000%	4,887.22	247,423.22
12/01/2021	243,748.00	2.000%	3,674.54	247,422.54
3/01/2022	244,967.00	2.000%	2,455.80	247,422.80
6/01/2022	246,192.00	2.000%	1,230.96	247,422.96
Total	16,281,000.00	-	3,512,835.49	19,793,835.49 *

*Plus $21,955.23 one-percent administrative fee paid quarterly. Total fee paid over the life of the loan is $1,756,418.40.

WDA-LP II
(2/8/00)

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 St. Albans
(Governmental Agency)

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 22C, Article 1 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 acquire, construct, improve, operate and maintain a water development project, as defined by the Act, and to finance the cost of acquisition and construction of 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, known as Loan Program II (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 bonds," "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 professional engineer, licensed by the State, designated in the Application and any qualified 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 "Origination Fee" means the fee paid by a Governmental Agency with respect to its participation in the State's Revolving Fund program established pursuant to Title VI of the Water Quality Act of 1987, to provide funds for the acquisition and construction of wastewater Projects.

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

1.9 "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.

1.10 "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.

1.11 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 Division of Environmental Protection (or in the process of preparation by such Director), has been approved by the West Virginia Bureau for Public 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 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 unless a sale or transfer of all or a portion of said property is approved by the Authority.

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 and representatives 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 with respect to 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 agents and representatives, to inspect all books, documents, papers and records relating to the Project and the System at any and all reasonable times for the purpose of audit and examination, and the 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, the operation and maintenance of the System and the administration of the Loan or of any State and federal grants or other sources of financing for the Project.

2.6 The Governmental Agency agrees that it will permit the Authority and its agents and representatives 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 or if the Project is an improvement to an existing system at any reasonable time following commencement of construction.

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 and shall verify or shall have verified such bonds prior to commencement of construction.

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 and shall verify or shall have verified such bonds prior to commencement of construction. 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 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 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 shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Governmental Agency shall employ qualified operating personnel properly certified by the State 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.

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

ARTICLE III

Conditions to Loan;
Issuance of Local Bonds

3.1 The agreement of the Authority to make the 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 Local Bonds, which shall be the date established pursuant to Section 3.4 hereof. 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 Loan Agreement;

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

(c) The Governmental Agency shall either have received bids or entered into contracts for the construction of the Project which are in an amount and otherwise compatible with the plan of financing described in the Application; provided that, if the Loan will refund an interim construction financing, the 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, the form of which certificate is attached hereto as Exhibit A;

(d) No Loan shall be made for the purpose of refinancing any outstanding long-term indebtedness of a Governmental Agency unless an opinion of counsel is received by the Authority to the effect that such refinancing is permitted by the Act and the General Resolution, and that such refinancing will not cause a violation of any covenant, representation or agreement of the Authority contained in the General Resolution or any tax or arbitrage certificate with respect to the exclusion of the interest on the Authority's water development revenue bonds from gross income of the holders thereof for federal income tax purposes;

(e) 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;

(f) The Governmental Agency shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") and the West Virginia Infrastructure and Jobs Development Council necessary for the construction of the Project and operation of the System, with all requisite appeal periods having expired without successful appeal, and the Authority 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 for the issuance of the Local 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;

(h) 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), with all requisite appeal periods having expired without successful appeal, 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;

(i) Such rates and charges for the System shall be sufficient to comply with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof, and the Authority shall have received a certificate of the accountant 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

(j) The net proceeds of the Local Bonds, together with all moneys on deposit or to be simultaneously deposited (or, with respect to proceeds of grant anticipation notes or other indebtedness for which a binding purchase contract has been entered, to be deposited on a date certain) and irrevocably pledged thereto and the proceeds of grants irrevocably committed therefor, shall be sufficient to pay the costs of construction and acquisition of the Project as set forth in the Application, and the Authority 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 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 Loan to the Governmental Agency and the Governmental Agency shall accept the 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 Loan by purchasing the Local Bonds in the principal amount and at the price set forth in Schedule X hereto. The Local Bonds shall have such further terms and provisions as described in Article IV hereof.

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

3.4 The Local Bonds shall be delivered to the Authority, at the offices of the Authority, on a date designated by the 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 from the Program 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 purchase the Local Bonds unless and until it has available funds sufficient to purchase all the Local Bonds and that, prior to execution of this Loan Agreement, 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. Additionally, the Governmental Agency recognizes that the Authority will purchase the Local Bonds only with funds from the Program and not with funds from any other loan programs of the Authority.

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 adopted or enacted, contain provisions and covenants in substantially the form as follows, unless the specific provision or covenant is modified or waived by the Authority:

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

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document, as reflected on the Schedule X attached hereto, and beginning seven (7) months prior to the first date of payment of interest on the Local Bonds 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, beginning thirteen (13) months prior to the first date of payment of principal of the Local Bonds, if the reserve account for the Local Bonds (the "Reserve Account") was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof (which, with an approving opinion of bond counsel to the Governmental Agency, may be with a letter of credit or surety or other security instrument) in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) (or such other amount as shall be acceptable to the Authority and as shall fund the Reserve Account over not more than ten (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; and

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

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

(b) Covenants substantially as follows:

(i) That the Local Bonds shall be secured by a pledge of either the gross or net revenues of the System, as more fully set forth in the Local Act;

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

(iii) That the Governmental Agency shall complete the Project, shall operate and maintain the System in good condition and, to the extent applicable, in compliance with, among other state and federal standards, the water quality standards established by the West Virginia Division of Environmental Protection (the "DEP") and the United States Environmental Protection Agency (the "EPA"), shall permit the DEP and 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, and shall, as a condition precedent to the Authority's making the Loan, have obtained, among other permits required, permits from the EPA and the DEP, if required;

(iv) That, except as otherwise required by State law or with the written consent of the Authority, 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 and with the prior written consent of the Authority; 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 the Authority 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 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 or independent 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 and that the Governmental Agency's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

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

(xiii) That, to the extent authorized by the laws of the State and the rules and regulations of the PSC, prospective users of the System shall be required to connect thereto;

(xiv) That the proceeds of the Local Bonds, 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) and/or (b) be used to pay (or redeem) bond anticipation notes or other interim financing 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 except in compliance with the restrictions contained in this Loan Agreement;

(xvi) That, to the full extent permitted by applicable law and the rules and regulations of the PSC, the Governmental Agency shall terminate the services of any water facility owned by it to any customer of the System who is delinquent in payment of charges for services provided by the System and will not restore the services of the water facility until all delinquent charges for the services of the System

have been fully paid or, if the water facility is not owned by the Governmental Agency, then the Governmental Agency shall enter into a termination agreement with the water provider;

(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;

(xviii) That the Governmental Agency shall provide the Authority with annual financial information and such other information as is necessary for the Authority to meet its ongoing disclosure requirements;

(xix) That the Governmental Agency shall have obtained the certificate of the Consulting Engineer in the form attached hereto as Exhibit A, to the effect that the Project has been or will be constructed in accordance with the approved plans, specifications and design as submitted to the Authority, the Project is adequate for the purposes for which it was designed and the funding plan as submitted to the Authority is sufficient to pay the costs of acquisition and construction of the Project;

(xx) That the West Virginia Municipal Bond Commission (the "Commission") shall serve as paying agent for the Local Bonds;

(xxi) That the Governmental Agency shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required interest, principal and reserve account payment. The Governmental Agency shall complete the Monthly Payment Form, attached hereto as Exhibit D and incorporated herein by reference, and submit a copy of said form along with a copy of the check to the Authority by the 5th day of such calendar month;

(xxii) That, unless it qualifies for an exception to the provisions of Section 148 of the Internal Revenue Code of 1986, as amended, which exception shall be set forth in an opinion of bond counsel, the Governmental Agency will furnish to the Authority, annually, at such time as it is required to perform its rebate calculations under the Internal Revenue Code of 1986, as amended, a certificate with respect to its rebate calculations and, at any time, any additional information requested by the Authority;

(xxiii) That the Governmental Agency shall furnish to the Authority such information with respect to earnings on all funds constituting "gross

proceeds" of the Local Bonds (as that term is defined in the Internal Revenue Code of 1986, as amended) from time to time as the Authority may request;

(xxiv) That the Governmental Agency shall obtain the written approval of the Authority before expending any proceeds of the Local Bonds available due to bid/construction/project underruns, including the "contingency" as set forth in the final Schedule A attached to the certificate of the Consulting Engineer;

(xxv) That the Governmental Agency shall list the funding provided by the Authority in any press release, publication, program bulletin, sign or other public communication that references the Project, including but not limited to any program document distributed in conjunction with any groundbreaking or dedication of the Project;

(xxvi) That, to the extent required by law, the Governmental Agency shall secure the approval of the Authority and all other state agencies having jurisdiction before applying for federal 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 of West Virginia; and

(xxvii) That, as a condition precedent to the Authority's making the Loan, the Governmental Agency shall deliver to the Authority a tax or arbitrage certificate satisfactory to the Authority.

The Governmental Agency hereby represents and warrants that the Local Act has been or shall be duly adopted or enacted in compliance with all necessary corporate and other action and in accordance with applicable provisions of law. All legal matters incident to the authorization, issuance, validity, sale and delivery of the Local Bonds shall be approved without qualification by 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 An Origination Fee Account shall be established with the Trustee to hold the portion of the proceeds of any Loan established to fund an Origination Fee.

Amounts on deposit in an Origination Fee Account shall belong to the Governmental Agency receiving the related Loan, but such amounts may only be disbursed from the Account to pay the Origination Fee as and when required to satisfy the requirements of the State's Revolving Fund program established pursuant to Title VI of the Water Quality Act of 1987 or for such other purposes as the Authority may approve in writing.

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 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.

4.9 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 and will take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and in compliance with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof.

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

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

5.4 The 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 7 of the Act, including, without limitation, the right to impose, enforce and collect charges 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 the Governmental Agency in the terms and covenants of this Loan Agreement, 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 the Act or 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, if any, may be 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 Schedules X and Y shall be attached to this Loan Agreement by the Authority as soon as practicable after the Date of Loan Closing is established and shall be

approved by an official action of the 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 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 St. Albans
[Name of Governmental Agency]

(SEAL)

By: L.O. Hansel Jr.

Its: Mayor

Attest:

Date: March 15, 2000

Barbara Cunningham

Its: Recorder

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By: Daniel B. Yonkosky

Its: Director

Attest:

Date: March 15, 2000

Barbara B Meadows

Secretary-Treasurer

EXHIBIT A

FORM OF CERTIFICATE OF CONSULTING ENGINEER

_____

(Issuer)

_____

(Name of Bonds)

I, _____, Registered Professional Engineer, West Virginia License No. _____, of _____, Consulting Engineers, _____, _____, hereby certify as follows:

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

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

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

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

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

[SEAL]

_____

By: _____
West Virginia License No. _____

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

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

EXHIBIT B

[Opinion of Bond Counsel for Governmental Agency]

[To Be Dated as of Date of Loan Closing]

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

Ladies and Gentlemen:

We are bond counsel to _____ (the "Governmental Agency"), a _____.

We have examined a certified copy of proceedings and other papers relating to the authorization of (i) a loan agreement dated _____, ____, including all schedules and exhibits attached thereto (the "Loan Agreement"), 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 _____, ____ (the "Local Bonds"), to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Local Bonds are issued in the principal amount of $_____, in the form of one bond, registered as to principal and interest to the Authority, with interest payable semiannually on April 1 and October 1 of each year, commencing _____ 1, ____, at the rate of __% per annum, and with principal payable annually on October 1 of each year, commencing _____ 1, ____, all as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Local Bonds.

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

We have also examined the applicable provisions of _____ of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the bond _____ duly adopted or enacted by the Governmental Agency on _____, as supplemented by the supplemental resolution duly adopted by the Governmental Agency on _____ (collectively, the "Local Act"), pursuant to and under which Local Statute and Local Act the Local Bonds are authorized and issued, and the Loan Agreement has been undertaken. The Local Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Local Act and the Loan Agreement.

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

1. The Loan Agreement has been duly authorized by and executed on behalf of the 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 validly existing _____, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt or enact the Local Act and to issue and sell the Local Bonds, all under the Local Statute and other applicable provisions of law.

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

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

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

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

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

Very truly yours,

EXHIBIT C

[Form of Monthly Financial Report]
[Name of Governmental Agency]
[Name of Bond Issue]
Fiscal Year - ___
Report Month: _____

ITEM	CURRENT MONTH	YEAR TO DATE	BUDGET YEAR TO DATE	DIFFERENCE
1. Gross Revenues Collected				
2. Operating Expenses				
3. Other Bond Debt Payments (including Reserve Account Deposits)				
4. Bond Payments (include Reserve Account Deposits)				
5. Renewal and Replacement Fund Deposit				
6. Funds available for capital construction				

Witnesseth my signature this __ day of _____, _____.

[Name of Governmental Agency]

By: _____
Authorized Officer

EXHIBIT D

[Monthly Payment Form]

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

Interest	$____
Principal	$____
Total:	$____
Reserve Account:	$____

Witness my signature this ___ day of_____.

[Name of Governmental Agency]

By: _____
Authorized Officer

Enclosure: copy of check(s)

SCHEDULE X

DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds	$225,000
Purchase Price of Local Bonds	$225,000

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 5.8% per annum. Principal of the Local Bonds is payable on October 1 in each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

The Local Bonds are fully registered in the name of the Authority as to interest and principal and the Local Bonds shall grant the Authority a first lien on the gross or net revenues of the Governmental Agency's system as provided in the Local Act.

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

Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, issued March 1, 1990, in the original amount of $3,100,000; and

Combined Waterworks and Sewerage System Revenue Bonds, Series 2000B (West Virginia SRF Program), issued March 15, 2000, in the original amount of $16,281,000.

City of St. Albans (West Virginia)

WDA Loan (Supplemental Fund) of $225,000
20 Years, 5.8% Interest Rate
Closing Date: March 15, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
4/01/2000	-	-	-	-
10/01/2000	-	-	7,105.00	7,105.00
4/01/2001	-	-	6,525.00	6,525.00
10/01/2001	6,249.00	5.800%	6,525.00	12,774.00
4/01/2002	-	-	6,343.78	6,343.78
10/01/2002	6,612.00	5.800%	6,343.78	12,955.78
4/01/2003	-	-	6,152.03	6,152.03
10/01/2003	6,995.00	5.800%	6,152.03	13,147.03
4/01/2004	-	-	5,949.18	5,949.18
10/01/2004	7,401.00	5.800%	5,949.18	13,350.18
4/01/2005	-	-	5,734.55	5,734.55
10/01/2005	7,830.00	5.800%	5,734.55	13,564.55
4/01/2006	-	-	5,507.48	5,507.48
10/01/2006	8,284.00	5.800%	5,507.48	13,791.48
4/01/2007	-	-	5,267.24	5,267.24
10/01/2007	8,765.00	5.800%	5,267.24	14,032.24
4/01/2008	-	-	5,013.06	5,013.06
10/01/2008	9,273.00	5.800%	5,013.06	14,286.06
4/01/2009	-	-	4,744.14	4,744.14
10/01/2009	9,811.00	5.800%	4,744.14	14,555.14
4/01/2010	-	-	4,459.62	4,459.62
10/01/2010	10,380.00	5.800%	4,459.62	14,839.62
4/01/2011	-	-	4,158.60	4,158.60
10/01/2011	10,982.00	5.800%	4,158.60	15,140.60
4/01/2012	-	-	3,840.12	3,840.12
10/01/2012	11,619.00	5.800%	3,840.12	15,459.12
4/01/2013	-	-	3,503.17	3,503.17
10/01/2013	12,293.00	5.800%	3,503.17	15,796.17
4/01/2014	-	-	3,146.67	3,146.67
10/01/2014	13,006.00	5.800%	3,146.67	16,152.67
4/01/2015	-	-	2,769.50	2,769.50
10/01/2015	13,760.00	5.800%	2,769.50	16,529.50
4/01/2016	-	-	2,370.46	2,370.46
10/01/2016	14,559.00	5.800%	2,370.46	16,929.46
4/01/2017	-	-	1,948.25	1,948.25
10/01/2017	15,403.00	5.800%	1,948.25	17,351.25
4/01/2018	-	-	1,501.56	1,501.56
10/01/2018	16,296.00	5.800%	1,501.56	17,797.56
4/01/2019	-	-	1,028.98	1,028.98
10/01/2019	17,241.00	5.800%	1,028.98	18,269.98
4/01/2020	-	-	528.99	528.99
10/01/2020	18,241.00	5.800%	528.99	18,769.99
Total	225,000.00	-	168,089.76	393,089.76

SCHEDULE Z

None.

990924coma031300.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the Public Service Commission of West Virginia, in the City of Charleston, on the 13th day of March, 2000.

CASE NO. 99-0924-S-CN

CITY OF ST. ALBANS MUNICIPAL UTILITY COMMISSION
Application for a certificate of convenience and necessity to construct an upgrade to the existing treatment facility, to improve the existing pumping and collection facilities, and to extend service to approximately 171 customers in the Coal River area located outside of the City of St. Albans' existing boundaries and to ten customers within the boundaries.

COMMISSION ORDER

PROCEDURE

On July 1, 1999, the Municipal Utility Commission of the City of St. Albans (Utility) filed an application with the Commission, pursuant to W.Va. Code §24-2-11, for a certificate of public convenience and necessity to upgrade its existing system and to extend service to an additional 181 customers.

The construction and proposed upgrade are intended to bring the system into compliance with the terms and conditions of the Utility's NPDES permit. As the Utility began designing the project to provide extra hydraulic capacity to enable it to avoid overflows, it discovered that, by placing the new line on the west side of the Coal River, it could serve 171 additional customers. The line is necessary to meet the consent decree and could have been placed on the east side of the Coal River without picking up any additional customers. The Coal River is essentially the borderline for the Greater St. Albans Public Service District (District) in this area. Building the line on the west side of the river will cost the Utility an extra $100,000, but will eliminate three package plants which were discharging directly into the river, therefore removing the environmental threat to the water source.

Public Service Commission
of West Virginia
Charleston

On July 6, 1999, the District filed a petition to intervene in this case on the ground that the proposed expansion would serve customers in its territory. The District further indicated that an increase in the Utility's rates would negatively impact the District, which is a bulk customer of the Utility.

On October 27, 1999, in its Further Final Joint Staff Memorandum, Staff stated that the area in question is without service, and although the District objects to the Utility providing service, the District has not demonstrated that it will, in the foreseeable future, be in a position to provide the service in question. Staff recommended granting the certificate on the condition that the Utility obtain all required permits from the Department of Environmental Protection (DEP) prior to any construction.

On January 18, 2000, the Administrative Law Judge (ALJ) entered a Recommended Decision granting the certificate contingent upon the Utility obtaining all required permits from the DEP. The Decision also approved the proposed financing whereby the entire $16,290,000 cost of the project will be funded by a loan from the State Revolving Fund (SRF), at 3% interest, for 20 years.

On February 1, 2000, the District filed exceptions to the Recommended Decision of January 18, 2000. The District states that a court-ordered receivership ended in December 1999 and that although it has had significant financial problems for a number of years, it is now able to borrow money and finance its own projects. The District does not believe it can afford to lose the potential customers. The District also maintains that the Utility's extension into the District's territory would place the Utility in a position to provide sewer service into areas where most of the potential growth for the District exists.

On February 18, 2000, the District requested that its exceptions to the January 18, 2000 Recommended Decision in this matter be withdrawn. The District states that it now believes that the Recommended Decision is in the best interest of the Utility and the District and therefore no longer objects to the entry of the Decision.

On March 3, 2000, the Utility, by counsel, filed correspondence with the Commission seeking, in part, that the Commission approve an increase in the Utility's overall project cost from the $16,290,00 that was approved by the ALJ to $16,506,000, which would include land acquisition costs that are ineligible for funding under the (SRF) program. The land acquisition cost is approximately $225,000.

On March 6, 2000, Staff filed a Further Final Joint Staff Memorandum stating that the notice of filing that was published by the Utility, pursuant to the Commission's directive, stating that the total project cost $16,290,000, neglected to include the land acquisition cost in the amount of $225,000. This amount is ineligible for SRF loan money, but the West

Public Service Commission
of West Virginia
Charleston

Virginia Infrastructure and Jobs Development Council(WVIJDC) has approved the Utiltiy to seek a loan in the amount of $225,000 from the West Virginia Water Development Authority (WDA). The terms of the WDA loan will be for a period not to exceed 20 years at an interest rate of 5.8%.

Staff also related that the Utility had a municipal appeal case that was running concurrently with its certificate case. During the municipal appeal case, Staff was aware of both borrowings, i.e., the borrowing from the SRF as well as the borrowing from the WDA and included in the Utility's rates sufficient debt service to cover both borrowings. As a consequence, even though the public was not specifically noticed regarding the WDA borrowing, the Utility has been granted permission by the Commission to charge rates sufficient to cover the Utility's debt service requirements.

According to Staff, what the utility is asking by its March 3, 2000 filing, in which Staff concurs, is for approval of an overall project cost in the amount of $16,506,000 consisting of a SRF loan in the amount of $16,281,000 at an interest rate of 2%, with an administrative fee in the amount of 1% for a period not to exceed 20 years; and approval of a loan from the WDA in the amount of $225,000 at an interest rate of 5.8% for a period not to exceed 20 years.

DISCUSSION

According to Staff, although the public was not provided with specific notice of the particulars of the borrowings, the public through the municipal appeals case knew that the Commission was allowing sufficient debt service in rates to cover both borrowings. The Utility is scheduled to close on the loans on March 15, 2000, and the bids are scheduled to expire on the project on March 30, 2000. Given that the Commission has found that the public convenience and necessity require the project, Staff asserts that there is no public interest need to be protected that would require additional publication regarding the borrowings. To require additional notice in this case would jeopardize the Utility's advantageous bids.

Accordingly, Staff recommends and the Commission concurs that the District should be allowed to withdraw its exceptions and that the Recommended Decision of January 18, 2000, should be modified to include the terms and amounts of the loans stated herein for an overall project cost of $16,506,000.

FINDINGS OF FACT

1. On July 1, 1999, the Municipal Utility Commission of the City of St. Albans (Utility) filed an application with the Commission, pursuant to W.Va. Code §24-2-11, for

Public Service Commission
of West Virginia
Charleston

a certificate of public convenience and necessity to upgrade its existing system and to extend service to an additional 181 customers.

2. On July 6, 1999, the Greater St. Albans Public Service District (District) filed a petition to intervene.

3. On October 27, 1999, in its Further Final Joint Staff Memorandum, Staff recommended granting the certificate on the condition that the Utility obtain all rquired permits from the Department of Environmental Protection (DEP) prior to any construction.

4. On January 18, 2000, the Administrative Law Judge (ALJ) entered a Recommended Decision granting the certificate contingent upon the Utility obtaining all required permits from the DEP. The Decision also approved the proposed financing whereby the entire $16,290,000 cost of the project will be funded by a loan from the State Revolving Fund at 3% interest for 20 years.

5. On February 1, 2000, the District filed exceptions to the Recommended Decision of January 18, 2000.

6. On February 18, 2000, the District requested that its exceptions to the January 18, 2000 Recommended Decision in this matter be withdrawn.

7. On March 3, 2000, the Utility, by counsel, filed correspondence with the Commission seeking, in part, that the Commission increase the Utility's overall project cost from the $16,290,00 that was approved by the ALJ to $16,506,000, which would include land acquisition costs that are ineligible for funding under the (SRF) program.

8. On March 6, 2000, Staff filed a Further Final Joint Staff Memorandum stating that the notice of filing that was published by the Utility, pursuant to the Commission's directive, stating that the total project cost $16,290,000, neglected to include the land acquisition cost in the amount of $225,000.

9. The land acquisition cost is ineligible for SRF loan money.

10. The West Virginia Infrastructure and Jobs Development Council(WVIJDC) has approved the Utiltiy to seek a loan in the amount of $225,000 from the West Virginia Water Development Authority (WDA). The terms of the WDA loan will be for a period not to exceed 20 years at an interest rate of 5.8%.

11. Staff had previously included in the Utility's rates sufficient debt service to cover both the borrowing from the SRF and the WDA.

Public Service Commission
of West Virginia
Charleston

12. The Utility has been granted permission by the Commission to charge rates sufficient to cover the Utility's debt service requirements.

13. According to Staff, what the utility is asking by its March 3, 2000 filing, in which Staff concurs, is for approval of an overall project cost in the amount of $16,506,000 consisting of a SRF loan in the amount of $16,281,000 at an interest rate of 2%, with an administrative fee in the amount of 1% for a period not to exceed 20 years; and approval of a loan from the WDA in the amount of $225,000 at an interest rate of 5.8% for a period not to exceed 20 years.

CONCLUSIONS OF LAW

1. It is reasonable to grant the Greater St. Albans Public Service District's February 18, 2000 motion, requesting that its exceptions be withdrawn.

2. It is reasonable to modify the Recommended Decision of January 18, 2000 to include the terms and amounts of the loans stated herein for an overall project cost of $16,506,000.

ORDER

IT IS THEREFORE ORDERED that the Greater St. Albans Public Service District's February 18, 2000 motion, requesting that its exceptions to the recommended Decision of January 18, 2000 be withdrawn, is granted.

IT IS FURTHER ORDERED that the Recommended Decision of January 18, 2000 in Case No. 99-0924-S-CN is modified to approve an overall project cost in the amount of $16,506,000 consisting of a SRF loan in the amount of $16,281,000 at an interest rate of 2%, with an administrative fee in the amount of 1% for a period not to exceed 20 years; and approval of a loan from the WDA in the amount of $225,000 at an interest rate of 5.8% for a period not to exceed 20 years.

IT IS FURTHER ORDERED that except as herein modified, the Recommended Decision of January 18, 2000 is adopted as a final order of the Commission.

IT IS FURTHER ORDERED that this case is resolved and shall be removed from the Commission's docket of active cases.

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

ARC

BFE/lfg/pja
990924ca.wpd

Public Service Commission
of West Virginia
Charleston

990924alj011800.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

Entered: January 18, 2000

CASE NO. 99-0924-S-CN

CITY OF ST. ALBANS MUNICIPAL UTILITY CORPORATION,
a municipal corporation.

Application for a certificate of convenience and necessity to construct an upgrade to the existing treatment facility, to improve the existing pumping and collection facilities, and to extend service to approximately 171 customers in the Coal River area located outside of the City of St. Alban's existing boundaries and to ten customers within the boundaries.

RECOMMENDED DECISION

On July 1, 1999, the Municipal Utility Commission of the City of St. Albans (Utility) filed an application with the Public Service Commission, pursuant to W.Va. Code §24-2-11, for a certificate of public convenience and necessity to upgrade its existing system and to extend service to an additional 181 customers.

On July 2, 1999, the Commission directed the Utility to publish the Notice of Filing, once, in a newspaper duly qualified by the Secretary of State, published and generally circulated in Kanawha County. On July 19, 1999, the Utility filed an affidavit of publication indicating that proper notice was published on July 10, 1999, in the *Charleston Daily Mail*.

On July 6, 1999, the Greater St. Albans Public Service District (District) petitioned to intervene. The District indicated that the proposed expansion would serve customers in its territory. The District further indicated that any increase in the Utility's rates would negatively impact the District which is a bulk customer of the Utility.

On August 2, 1999, the Commission referred the matter. The Commission established a decision due date of on or before January 27, 2000.

By Procedural Order of August 9, 1999, the District's motion to intervene was granted.

By Procedural Order of September 28, 1999, the matter was set for hearing on October 29, 1999. The hearing was held as scheduled. H.

Wyatt Hanna III, Esquire, appeared on behalf of the Utility. Mark Kauffelt, Esquire, appeared on behalf of the District. Meyishi Blair, Esquire, appeared on behalf of Staff.

EVIDENCE

The Utility is proposing to upgrade its existing wastewater treatment system; upgrade its pumping and collection facilities; and extend service to approximately 181 customers. (Staff Ex. 1). The project is estimated to cost $16,290,000. (Staff Ex. 2).

The capacity of the wastewater system will be increased from 2 MGD to 4 MGD, with a peak wet weather capacity of approximately 14 MGD. (Staff Ex. 1). The modifications and upgrades to the treatment plant will cost approximately $9,715,000. (Staff Ex. 1).

The Utility will also install a forced main along MacCorkle Avenue from its existing Walnut Street pumping station to a proposed interceptor along Boone Street. (Staff Ex. 1). This addition to the collection system will cost an approximate $2,315,000, with an additional line proposed as an additive alternative for an additional $713,870. (Staff Ex. 1).

The Utility also plans to construct a new line along Strawberry Road to Hayes Junior High School. (Staff Ex. 1). This line will allow three existing package treatment plants, which currently serve the Lone Oak Subdivision, Hayes Junior High School and Mobil Manner Trailer Park, to be eliminated. (Staff Ex. 1). Hayes Junior High School is the only commercial customer among the 171 potential customers to be served by the project in the District's territory. (Tr. 21). Hayes Junior High School uses about 20,000 gallons a day, making it a relatively good customer. (Tr. 39). The contract also provides for service to ten additional homes along Riverside Drive within the City's boundaries. (Staff Ex. 1). The Strawberry Road/Riverside Drive project is estimated to cost $1,337,110. (Staff Ex. 1).

The construction and the proposed upgrade are intended to bring the system into compliance with the terms and conditions of the Utility's NPDES permit (Staff Ex. 1). Expanding the proposed collection system will improve the environmental quality of the area. (Staff Ex. 1). The estimated cost of the Strawberry Road extension to serve the 181 new customers is approximately $10,394 per customer, which Staff viewed as a reasonable and acceptable cost of a sewer extension. (Staff Ex. 1).

Staff believes that the proposed costs are typical construction costs for a project of this nature. (Staff Ex. 1). The Utility is under administrative orders by the Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA) to make improvements to its system. (Staff Ex. 1; Tr. 22; Applicant Ex. 1). The federal consent order places the Utility under various time constraints. (Tr. 23; Applicant Ex. 1).

Staff believed that the plans and specifications for the project are in substantial compliance with the Commission's rules and regulations. (Staff Ex. 1). Staff recommended granting the certificate of convenience

and necessity, conditioned on the Utility obtaining all permits from the DEP prior to any construction. (Staff Ex. 1). Staff also indicated that, if any changes in the scope of the project or increased financing occurred, the Utility should submit the information to the Commission for review. (Staff Ex. 1).

The entire $16,290,000 cost of the project will be funded by a loan from the State Revolving Fund at 3% for 20 years. (Staff Ex. 2). The financing has been committed. (Staff Ex. 2; Tr. 30). Staff viewed the financing as reasonable. (Staff Ex. 2). The Utility has, by ordinance, increased its rates. (Staff Ex. 2). The Utility's rate ordinance was appealed to the Commission. See Case No. 99-1110-S-MA. The parties to that proceeding have come to terms and the settlement was approved by a Recommended Decision entered November 17, 1999. (Tr. 18). Staff believed that the new rates would generate sufficient money to meet the debt service. (Staff Ex. 2).

The District serves 1,560 customers. (Tr. 32). The area the Utility plans to serve in the District's territory is among the most financially attractive area to serve. (Tr. 8). The District does not have a proposed project to serve the area at this time. (Tr. 8).

The Utility treats all of the District's effluent. (Tr. 31). The Utility also operates and maintains the District's collection system and does billing for the District. (Tr. 31). The District has one employee who works on collecting bills. (Tr. 32). The Utility currently serves 6,200 customers, including 550 who are outside the City's boundaries. (Tr. 12, 31).

The Utility and the District have been in discussions regarding a merger. (Tr. 9). The proposed merger would involve a surcharge for the current District customers to take care of the District's outstanding bond issues. (Tr. 11). The Utility's Board of Commissioners has taken a position that it supports the eventual merger with the District. (Tr. 29; Applicant Ex. 2). The merger with the District would be a logical extension of the Utility's facilities. (Tr. 33).

As the Utility began designing the project to provide extra hydraulic capacity to enable it to avoid overflows, it discovered that, by placing the new line on the west side of the Coal River, it could serve 171 additional customers. (Tr. 25). The line is necessary in order to meet the Utility's consent decree and could have been placed on the east side of the Coal River without picking up any additional customers. (Tr. 25). The Coal River is essentially the borderline for the District in this area. (Tr. 25, 26).

Picking up the additional customers in the District's area also allowed the Utility to eliminate three package plants which were discharging directly into the river just above the Utility's raw intake structure for its water operations. (Tr. 26). The Source Water Protection Act requires public water providers to take reasonable steps to protect their water sources. (Tr. 26, 27). The three treatment package plants are old and may be beyond their lifespan. (Tr. 26). Constructing the line on the west side of the river (as opposed to the east side) would cost the Utility an extra $100,000, so the Utility

decided to cross the river to pick up the additional 171 customers and get rid of the environmental threat to its water source. (Tr. 27, 36).

The Utility indicated that all three contracts under consideration in the project are necessary to meet the federal consent decree. (Tr. 33, 34). The new line going up the Coal River is necessary because the current system on its southern end has frequent overflows, which, during rain events, discharge raw waste water into the Coal River. (Tr. 34). The consent decree requires that the Utility stop such overflows. (Tr. 34). To avoid hydraulic overloading of the system, the Utility needs a new line in the area. (Tr. 34). The existing 12-inch line will remain in service and both lines will work together to carry the hydraulic load for the area. (Tr. 35). The new line will involve two river crossings. (Tr. 35). The southern end of the Utility system has significant inflow and infiltration (I&I) problems. (Tr. 36). The Utility does try to address the I&I problems through smoke testing. (Tr. 36).

A line serving the 171 customers was sized because of the hydraulic needs of the system and not the needs of the 171 individual customers. (Tr. 41, 42). The line is sized so that additional customers can be added to the line. (Tr. 42). The Utility considered the capacity of the line to serve customers out to the Tornado area. (Tr. 42). There are approximately 2,000 additional potential customers up the Coal River. (Tr. 42).

DISCUSSION

The project should be approved. The Utility is under consent orders to upgrade its system in order to meet its DPDES permit. Because of problems with hydraulic overloading, the Utility needs additional lines in its southern end. It could have placed a new line on the east side of the Coal River and stayed out of the District's territory. But by placing the line on the west side of the Coal River, it can serve 171 unserved customers and take three package plants off line which discharge above the Utility's raw water intake. Crossing the Coal River will add about $100,000 to the cost of the project.

The District has no project proposed to serve the area. It is in receivership and is in default on various bonds. It is unlikely these customers will be served any time in the near future by the District. The Utility should be allowed to serve these customers in the District's territory.

The best long term solution for the area is a merger between the Utility and the District. The utilities are undergoing merger talks. If the two utilities merge, it will moot any concern that the territorial infringement has created harm to the District or its customers. If for some reason the merger is unable to be consummated, allowing the current project to proceed is still in the public interest. The project will serve 171 customers for very little additional money.

The evidence demonstrates that public convenience and necessity require the project contingent upon the Utility obtaining all required permits from the DEP. The plans and specifications comply with Commission rules and regulations. The financing is reasonable and should

be approved. The Utility has adequate rates to pay for the project. The Utility should be required to seek Commission approval should any changes in the scope of the project or increased financing occur. The Utility has agreed to provide Staff certain information so that Staff can be informed of the project's progress.[1]

FINDINGS OF FACT

1. On July 1, 1999, the Municipal Utility Commission of the City of St. Albans filed an application with the Public Service Commission, pursuant to W.Va. Code §24-2-11, for a certificate of public convenience and necessity to upgrade its existing system and to extend service to an additional 181 customers. (See application).

2. On July 2, 1999, the Commission directed the Utility to publish the Notice of Filing, once, in a newspaper duly qualified by the Secretary of State, published and generally circulated in Kanawha County.

3. On July 19, 1999, the Utility filed an affidavit of publication indicating that proper notice was published on July 10, 1999, in the *Charleston Daily Mail*.

4. On July 6, 1999, the Greater St. Albans Public Service District petitioned to intervene. The District indicated that the proposed expansion would serve customers in its territory. The District further indicated that any increase in the Utility's rates would negatively impact the District which is a bulk customer of the Utility. (See petition).

5. The Utility is proposing to upgrade its existing wastewater treatment system; upgrade its pumping and collection facilities; and extend service to approximately 181 customers. (Staff Ex. 1).

6. The project is estimated to cost $16,290,000. (Staff Ex. 2).

7. The capacity of the wastewater system will be increased from 2 MGD to 4 MGD, with a peak wet weather capacity of approximately 14 MGD. (Staff Ex. 1). The modifications and upgrades to the treatment plant will cost approximately $9,715,000. (Staff Ex. 1).

8. The Utility will also install a forced main along MacCorkle Avenue from its existing Walnut Street pumping station to a proposed interceptor along Boone Street. (Staff Ex. 1). This addition to the collection system will cost an approximate $2,315,000, with an additional line proposed as an additive alternative for an additional $713,870. (Staff Ex. 1).

9. The Utility also plans to construct a new line along Strawberry

[1]The information includes notice of the date of bid opening, a copy of all bids, the bid tabulation, the notice of award, the notice to proceed, and a copy of any approved change order and application for payment as approved by the DEP.

Road to Hayes Junior High School. (Staff Ex. 1). This line will allow three existing package treatment plants, which currently serve the Lone Oak Subdivision, Hayes Junior High School and Mobil Manner Trailer Park, to be eliminated. (Staff Ex. 1). The contract also provides for service to ten additional homes along Riverside Drive within the City's boundaries. (Staff Ex. 1). The Strawberry Road/Riverside Drive project is estimated to cost $1,337,110. (Staff Ex. 1).

10. The construction and the proposed upgrade are intended to bring the system into compliance with the terms and conditions of the Utility's NPDES permit. (Staff Ex. 1). The Utility is under administrative orders by the Department of Environmental Protection (DEP) and the Environmental Protection Agency (EPA) to make improvements to its system. (Staff Ex. 1; Tr. 22; Applicant Ex. 1). The federal consent order places the Utility under various time constraints. (Tr. 23; Applicant Ex. 1). Expanding the proposed collection system will improve the environmental quality of the area. (Staff Ex. 1).

11. The estimated cost of the Strawberry Road extension to serve the 181 new customers is approximately $10,394 per customer, which is a reasonable cost of a sewer extension. (Staff Ex. 1).

12. The proposed costs are typical construction costs for a project of this nature. (Staff Ex. 1).

13. The plans and specifications for the project are in substantial compliance with the Commission's rules and regulations. (Staff Ex. 1).

14. Staff recommended granting the certificate of convenience and necessity, conditioned on the Utility obtaining all permits from the DEP prior to any construction. (Staff Ex. 1). Staff also indicated that, if any changes in the scope of the project or increased financing occurred, the Utility should submit the information to the Commission for review. (Staff Ex. 1).

15. The entire $16,290,000 cost of the project will be funded by a loan from the State Revolving Fund at 3% for 20 years. (Staff Ex. 2). The financing has been committed. (Staff Ex. 2; Tr. 30).

16. The Utility has, by ordinance, increased its rates. (Staff Ex. 2). The Utility's rate ordinance was appealed to the Commission. See Case No. 99-1110-S-MA. The parties to that proceeding have come to terms and the settlement was approved by a Recommended Decision entered November 17, 1999. (Tr. 18). Staff believed that the new rates would generate sufficient money to meet the debt service. (Staff Ex. 2).

17. The District serves 1,560 customers. (Tr. 32). The District is in receivership and does not have a proposed project to serve the area at this time. (Tr. 5, 8).

18. The District is in default on various bonds. (Tr. 53, 54).

19. The Utility treats all effluent coming from the District. (Tr. .). The Utility also operates and maintains the District's collection system and does billing for the District. (Tr. 31). The District has

one employee who works on collecting bills. (Tr. 32).

20. The Utility currently serves 6,200 customers, including 550 who are outside the City's boundaries. (Tr. 12, 31).

21. The Utility and the District have been in discussions regarding a merger. (Tr. 9). The proposed merger would involve a surcharge for the current District customers to take care of the District's outstanding bond issues. (Tr. 11). The Utility's Board of Commissioners has taken a position that it supports the eventual merger with the District. (Tr. 29; Applicant Ex. 2). The merger with the District would be a logical extension of the Utility's facilities. (Tr. 33).

22. As the Utility began designing the project to provide extra hydraulic capacity to enable it to avoid overflows, it discovered that, by placing the new line on the west side of the Coal River, it could serve 171 additional customers. (Tr. 25). The line is necessary in order to meet the Utility's consent decree and could have been placed on the east side of the Coal River without picking up any additional customers. (Tr. 25).

23. Picking up the additional customers in the District's area also allowed the Utility to eliminate three package plants which were discharging directly into the river just above the Utility's raw intake structure for its water operations. (Tr. 26). The Source Water Protection Act requires public water providers to take reasonable steps to protect their water sources. (Tr. 26, 27). The three treatment package plants are old and may be beyond their lifespan. (Tr. 26).

24. Constructing the line on the west side of the river (as opposed to the east side) would only cost the Utility an additional $100,000, so the Utility decided to cross the river to pick up the 171 additional customers and get rid of the environmental threat to its water source. (Tr. 27).

25. All three contracts under consideration in the project are necessary to meet the federal consent decree. (Tr. 33, 34). The new line going up the Coal River is necessary because the current system on its southern end has frequent overflows, which, during rain events, discharge raw waste water into the Coal River. (Tr. 34). The consent decree requires that the Utility stop such overflows. (Tr. 34). To avoid hydraulic overloading of the system, the Utility needs a new line in the area. (Tr. 34). The existing 12-inch line will remain in service and both lines will work together to carry the hydraulic load for the area. (Tr. 35).

26. The southern end of the Utility system has significant inflow and infiltration (I&I) problems. (Tr. 36). The Utility does try to address the I&I problems through smoke testing. (Tr. 36).

27. A line serving the 171 customers was sized because of the hydraulic needs of the system and not the needs of the 171 individual customers. (Tr. 41, 42). The line is sized so that additional customers can be added to the line. (Tr. 42). The Utility considered the capacity of the line to serve customers out to the Tornado area. (Tr. 42).

There are approximately 2,000 additional potential customers up the Coal River. (Tr. 42).

28. The Utility has agreed to provide Staff certain information so that Staff can be informed of the project's progress. The information includes notice of the date of bid opening, a copy of all bids, the bid tabulation, the notice of award, notice to proceed, and a copy of any approved change order and application for payment as approved by the DEP. (Tr. 15, 16; Staff Ex. 1).

CONCLUSIONS OF LAW

1. Public convenience and necessity require the project.

2. The Utility's proposed financing of borrowing $16,290,000 from the State Revolving Fund at 3% for 20 years is reasonable and should be approved.

3. The Utility's application for a certificate of convenience and necessity should be granted contingent upon the Utility obtaining all required permits from the DEP.

4. The Utility should be required to seek Commission approval if the project's scope or proposed financing is modified.

5. The Utility should be required to seek Commission approval of any modifications that arise in the event that bids exceed construction estimates.

6. The Utility should be allowed to serve the customers which are located in the territory of the Greater Saint Albans Public Service District as envisioned in its plans and specifications submitted in this proceeding.

ORDER

IT IS, THEREFORE, ORDERED that the application filed on July 1, 1999, by the City of Saint Albans Municipal Utility Commission, for a certificate of convenience and necessity to construct an upgrade to its existing treatment facility, to improve its existing pumping and collection facilities, and to extend service to approximately 181 new customers, be, and hereby is, granted contingent upon the Utility obtaining all required permits from the DEP.

IT IS FURTHER ORDERED that the proposed financing of borrowing $16,290,000 from the State Revolving Fund at 3% for 20 years be, and hereby is, approved.

IT IS FURTHER ORDERED that, if the cost, scope or financing of the project change for any reason, the Utility is hereby required to seek Commission approval before commencing construction.

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

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

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

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

K. A. George

Keith A. George
Administrative Law Judge

KAG:pst
990924ab.wpd

West Virginia Infrastructure & Jobs Development Council

Public Members:
James D. Williams, Chairman
St. Albans
James L. Harrison, Sr., Vice Chairman
Princeton
Lloyd P. Adams, P.E.
Wheeling
Sheirl L. Fletcher
Morgantown

980 One Valley Square
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Susan J. Riggs, Esquire
Executive Secretary

April 3, 1998

James Wesolowski
City of St. Albans Municipal Utility Commission
1499 MacCorkle Avenue
St. Albans, WV 25177

Re: Wastewater System Upgrade Project (Resubmittal) 97S-373

Dear Mr. Wesolowski:

The West Virginia Infrastructure and Jobs Development Council (Council) has reviewed the City of St. Albans' (City) resubmitted preliminary application regarding a proposed project to upgrade the existing wastewater system (Project). Based on the findings of the Sewer Technical Review Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The City should carefully review the enclosed comments of the Sewer Technical Review Committee along with the comments previously sent to the City under cover dated December 23, 1997. The City may need to address certain issues raised in said comments as it proceeds with the Project.

Pursuant to its review of the resubmitted preliminary application, the Council recommends the City pursue a Clean Water State Revolving Fund loan of $12,860,650. Please contact the Division of Environmental Protection at 558-0641 for specific information on the steps the City needs to follow to apply for these funds. **Please note this letter <u>does not</u> constitute funding approval from this agency.**

If you have any questions regarding this matter, please contact Susan J. Riggs at the above telephone number.

Sincerely,

James D. Williams

JDW/ceg
Enclosure

cc: Mike Johnson, P.E. (w/o enclosure)
John L. Romano
Doug Schmidt

West Virginia Infrastructure & Jobs Development Council

Public Members:
James D. Williams, Chairman
St. Albans
James L. Harrison, Sr., Vice Chairman
Princeton
Dwight Calhoun
Petersburg
William J. Harman
Grafton

980 One Valley Square
Charleston, West Virginia 25301
Telephone: (304) 558-4607
Facsimile: (304) 558-4609

Katy Mallory, P.E.
Executive Secretary

February 3, 2000

James Wesoloski
City of Saint Albans Municipal Utility Commission
1499 MacCorkle Avenue
Saint Albans, WV 25177

Re: City of Saint Albans Sewer Project 97S-373

Dear Mr. Wesoloski:

The West Virginia Infrastructure and Jobs Development Council (the "Council") has reviewed the City of Saint Alban's Municipal Utility Commission (the "MUC") revised funding for the preliminary application regarding the proposed wastewater project (the "Project").

At this time, pursuant to its review of the preliminary application, the Council determined that the MUC should utilize $16,281,000 committed from Clean Water State Revolving Fund and seek a $225,000 loan from the Water Development Authority to finance this $16,506,000 Project. Please contact the Water Development Authority at 558-3612 for specific information on the steps the MUC needs to follow to apply for the loan. **Please note that this letter does not constitute funding approval from the Water Development Authority.**

If you have any questions regarding this matter, please contact Katy Mallory at 558-4607.

Sincerely,

James D. Williams

JDW/km
cc: Dunn Engineers
Mike Johnson, D EP
Bernie Yonkosky, WDA

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

CROSS-RECEIPT FOR BOND AND BOND PROCEEDS

On the 15th day of March, 2000, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Mayor of the City of St. Albans (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the 15th day of March, 2000, the Authority received the Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program), of the Issuer, in the principal amount of $16,281,000, numbered BR-1 (the "Series 2000 B Bonds"), and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), of the Issuer, in the principal amount of $225,000, numbered CR-1 (the "Series 2000 C Bonds"), both issued as a single, fully registered Bond, and both dated March 15, 2000.

2. At the time of such receipt, all the Series 2000 B Bonds and the Series 2000 C Bonds had been executed by the Mayor and the City Clerk of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2000 B Bonds, of $2,285,141, being a portion of the principal amount of the Series 2000 B Bonds. The balance of the principal amount of the Series 2000 B Bonds will be advanced by the Authority and the West Virginia Division of Environmental Protection to the Issuer as acquisition and construction of the Project progresses.

4. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2000 C Bonds, of $225,000, being the entire principal amount of the Bonds (100% of par value), there being no interest accrued thereon.

Dated as of the day and year first written above.

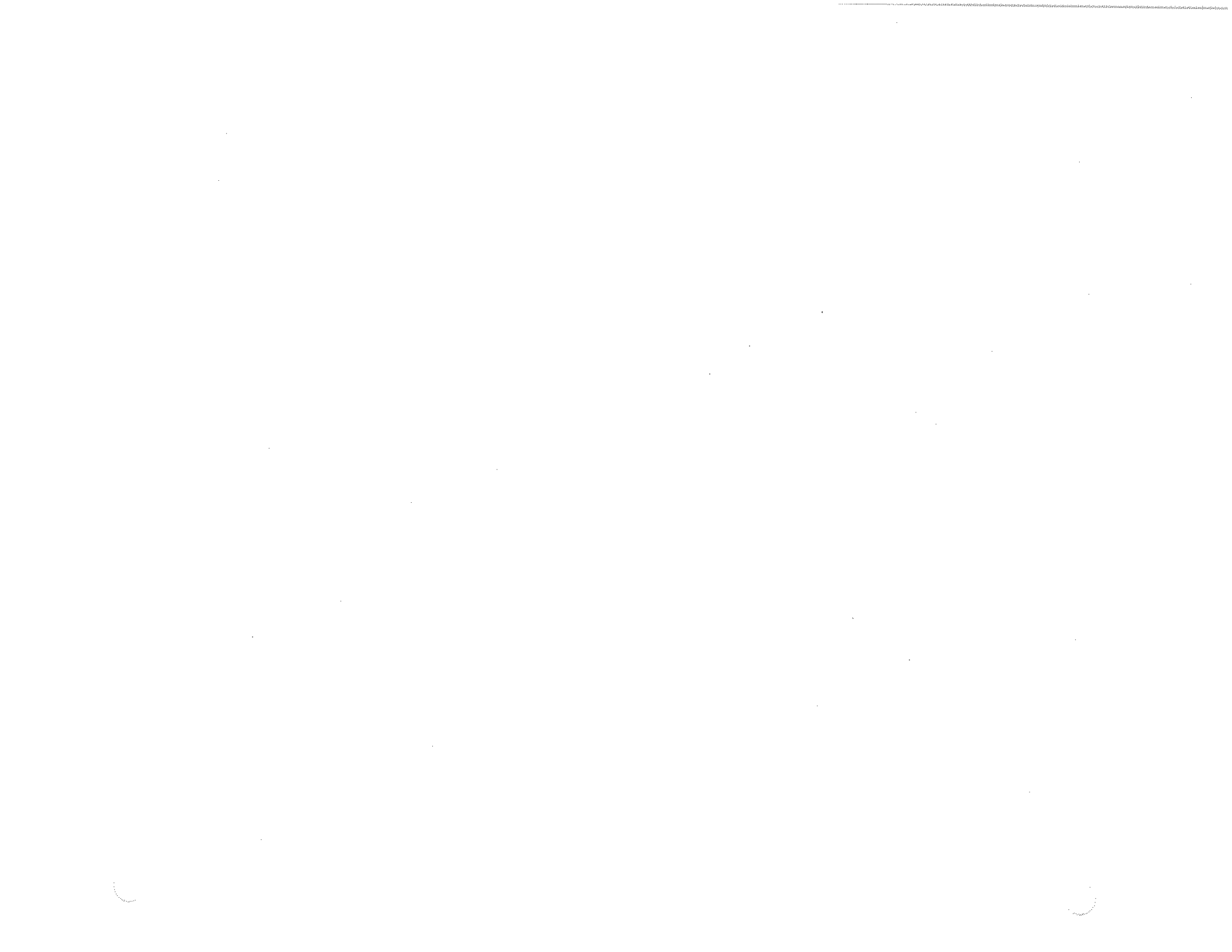
WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

Barbara B Meadows
Authorized Representative

CITY OF ST. ALBANS

L.O. Hessel Jr.
Mayor

03/07/00
858350/98001



CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

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

Ladies and Gentlemen:

There are delivered to you herewith on this 15th day of March, 2000:

(1) Bond No. BR-1, constituting the entire original issue of the City of St. Albans Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program), in the principal amount of $16,281,000 (the "Series 2000 B Bonds"), and Bond No. CR-1, constituting the entire original issue of the City of St. Albans Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), in the principal amount of $225,000 (the "Series 2000 C Bonds"), both dated March 15, 2000 (collectively, the "Bonds"), executed by the Mayor and the City Clerk of the City of St. Albans (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Ordinance duly enacted by the Issuer on February 22, 2000, and a Supplemental Resolution duly adopted by the Issuer on March 6, 2000 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of a loan agreement for the Series 2000 B Bonds, dated February 24, 2000, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP") and a loan agreement for the Series 2000 C Bonds, dated March 15, 2000, by and between the Issuer and the Authority (collectively, the "Loan Agreements"); and

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

You are hereby requested and authorized to deliver the Series 2000 B Bonds to the Authority upon payment to the Issuer of the sum of $2,285,141, representing a portion of the principal amount of the Series 2000 B Bonds. You are further hereby requested and authorized to deliver the Series 2000 C Bonds to the Authority upon payment to the Issuer of the sum of $225,000, representing the agreed aggregate purchase price of the Series 2000 C Bonds, there being no accrued interest thereon. Prior to such delivery of the Bonds, you will please cause the Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the forms of Certificate of Authentication and Registration thereon

Dated as of the day and year first written above.

CITY OF ST. ALBANS

L. O. Hussey

Mayor

03/07/00
858350/98001

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF ST. ALBANS
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BONDS,
SERIES 2000 B
(WEST VIRGINIA SRF PROGRAM)

No. BR-1 $16,281,000

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF ST. ALBANS, a municipal corporation and political subdivision of the State of West Virginia in Kanawha County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of SIXTEEN MILLION TWO HUNDRED EIGHTY ONE THOUSAND DOLLARS ($16,281,000), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2002, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference, with interest on each installment at the rate per annum set forth on said Exhibit B. The interest and the SRF Administrative Fee (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2002, as set forth on EXHIBIT B attached hereto.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the registered owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Division of Environmental Protection (the "DEP), and upon the terms and conditions prescribed by, and otherwise in compliance with, the SRF Loan Agreement by and among the Issuer, the Authority and the DEP, dated February 24, 2000.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) to fund a reserve account for the Bonds of this Series (the "Bonds"); (iii) to pay in full the Issuer's Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 1997, dated September 25, 1997, in the original aggregate principal amount of $1,000,000, heretofore issued to pay a portion of the costs of design, acquisition and construction of the Project; and (iv) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on February 22, 2000, and a Supplemental Resolution duly adopted by the Issuer on March 6, 2000 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

PRIOR TO THE ISSUANCE OF THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2000 A, ON APRIL 1, 2000, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,500,000 (THE "SERIES 2000 A BONDS"), THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1990, DATED MARCH 1, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,100,000 (THE "SERIES 1990 BONDS"), AND THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 C (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MARCH 15, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $225,000 (THE "SERIES 2000 C BONDS").

IF THE SERIES 2000 A BONDS ARE ISSUED ON APRIL 1, 2000, THIS BOND SHALL ON AND AFTER SUCH DATE BE ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 B, DATED NOVEMBER 1, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL

AMOUNT OF $170,000 (THE "SERIES 1998 B BONDS"), THE SERIES 2000 A BONDS AND THE SERIES 2000 C BONDS.

IF THE SERIES 2000 A BONDS ARE NOT ISSUED ON APRIL 1, 2000, THIS BOND SHALL ON AND AFTER SUCH DATE BE ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S SERIES 1990 BONDS, SERIES 1998 B BONDS AND SERIES 2000 C BONDS.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Series 1990 Bonds until the issuance of the Series 2000 A Bonds on April 1, 2000, at which time, if the Series 2000 A Bonds are issued on such date, then this Bond shall be on a parity with the Holders of the Series 1998 B Bonds, the Series 2000 A Bonds and the Series 2000 C Bonds, but if the Series 2000 A Bonds are not issued on such date, then this Bond shall be on a parity with the Holders of the Series 1990 Bonds, the Series 1998 B Bonds and the Series 2000 C Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2000 B Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2000 B Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 125% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 1990 Bonds are outstanding, and thereafter, 120% of such amount so long as the Series 1998 B Bonds and the Series 2000 A Bonds are outstanding, and thereafter, 115%; provided however, that, so long as there exists in the Series 2000 B Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding prior to or on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are

exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such 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 do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

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

IN WITNESS WHEREOF, the CITY OF ST. ALBANS has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated March 15, 2000.

[SEAL]

L. O. Gus

Mayor

SPECIMEN

ATTEST:

Barbara Cunningham

City Clerk

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: March 15, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION, as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$2,285,141	03/15/00	(19)$		
(2)	$		(20)$		
(3)	$		(21)$		
(4)	$		(22)$		
(5)	$		(23)$		
(6)	$		(24)$		
(7)	$		(25)$		
(8)	$		(26)$		
(9)	$		(27)$		
(10)	$		(28)$		
(11)	$		(29)$		
(12)	$		(30)$		
(13)	$		(31)$		
(14)	$		(32)$		
(15)	$		(33)$		
(16)	$		(34)$		
(17)	$		(35)$		
(18)	$		(36)$		

TOTAL $

EXHIBIT B

City of St. Albans (West Virginia)

Loan of $16,281,000

20 Years, 2% Interest Rate, 1% Administrative Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
6/01/2000	-	-	-	-
9/01/2000	-	-	-	-
12/01/2000	-	-	-	-
3/01/2001	-	-	-	-
6/01/2001	-	-	-	-
9/01/2001	-	-	-	-
12/01/2001	-	-	-	-
3/01/2002	-	-	-	-
6/01/2002	-	-	-	-
9/01/2002	166,018.00	2.000%	81,405.00	247,423.00
12/01/2002	166,848.00	2.000%	80,574.91	247,422.91
3/01/2003	167,682.00	2.000%	79,740.67	247,422.67
6/01/2003	168,521.00	2.000%	78,902.26	247,423.26
9/01/2003	169,363.00	2.000%	78,059.66	247,422.66
12/01/2003	170,210.00	2.000%	77,212.84	247,422.84
3/01/2004	171,061.00	2.000%	76,361.79	247,422.79
6/01/2004	171,916.00	2.000%	75,506.49	247,422.49
9/01/2004	172,776.00	2.000%	74,646.91	247,422.91
12/01/2004	173,640.00	2.000%	73,783.03	247,423.03
3/01/2005	174,508.00	2.000%	72,914.83	247,422.83
6/01/2005	175,381.00	2.000%	72,042.29	247,423.29
9/01/2005	176,258.00	2.000%	71,165.38	247,423.38
12/01/2005	177,139.00	2.000%	70,284.09	247,423.09
3/01/2006	178,025.00	2.000%	69,398.40	247,423.40
6/01/2006	178,915.00	2.000%	68,508.27	247,423.27
9/01/2006	179,809.00	2.000%	67,613.70	247,422.70
12/01/2006	180,708.00	2.000%	66,714.65	247,422.65
3/01/2007	181,612.00	2.000%	65,811.11	247,423.11
6/01/2007	182,520.00	2.000%	64,903.05	247,423.05
9/01/2007	183,432.00	2.000%	63,990.45	247,422.45
12/01/2007	184,350.00	2.000%	63,073.29	247,423.29
3/01/2008	185,271.00	2.000%	62,151.54	247,422.54
6/01/2008	186,198.00	2.000%	61,225.19	247,423.19
9/01/2008	187,129.00	2.000%	60,294.20	247,423.20
12/01/2008	188,064.00	2.000%	59,358.55	247,422.55
3/01/2009	189,005.00	2.000%	58,418.23	247,423.23
6/01/2009	189,950.00	2.000%	57,473.21	247,423.21
9/01/2009	190,899.00	2.000%	56,523.46	247,422.46
12/01/2009	191,854.00	2.000%	55,568.96	247,422.96
3/01/2010	192,813.00	2.000%	54,609.69	247,422.69
6/01/2010	193,777.00	2.000%	53,645.63	247,422.63
9/01/2010	194,746.00	2.000%	52,676.74	247,422.74
12/01/2010	195,720.00	2.000%	51,703.01	247,423.01
3/01/2011	196,699.00	2.000%	50,724.41	247,423.41
6/01/2011	197,682.00	2.000%	49,740.92	247,422.92
9/01/2011	198,670.00	2.000%	48,752.51	247,422.51

City of St. Albans (West Virginia)

Loan of $16,281,000

20 Years, 2% Interest Rate, 1% Administrative Fee

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
12/01/2011	199,684.00	2.000%	47,759.16	247,423.16
3/01/2012	200,662.00	2.000%	46,760.84	247,422.84
6/01/2012	201,665.00	2.000%	45,757.53	247,422.53
9/01/2012	202,674.00	2.000%	44,749.20	247,423.20
12/01/2012	203,687.00	2.000%	43,735.83	247,422.83
3/01/2013	204,706.00	2.000%	42,717.40	247,423.40
6/01/2013	205,729.00	2.000%	41,693.87	247,422.87
9/01/2013	206,758.00	2.000%	40,665.22	247,423.22
12/01/2013	207,792.00	2.000%	39,631.43	247,423.43
3/01/2014	208,830.00	2.000%	38,592.47	247,422.47
6/01/2014	209,875.00	2.000%	37,548.32	247,423.32
9/01/2014	210,924.00	2.000%	36,498.95	247,422.95
12/01/2014	211,979.00	2.000%	35,444.33	247,423.33
3/01/2015	213,039.00	2.000%	34,384.43	247,423.43
6/01/2015	214,104.00	2.000%	33,319.24	247,423.24
9/01/2015	215,174.00	2.000%	32,248.72	247,422.72
12/01/2015	216,250.00	2.000%	31,172.85	247,422.85
3/01/2016	217,331.00	2.000%	30,091.60	247,422.60
6/01/2016	218,418.00	2.000%	29,004.94	247,422.94
9/01/2016	219,510.00	2.000%	27,912.85	247,422.85
12/01/2016	220,608.00	2.000%	26,815.30	247,423.30
3/01/2017	221,711.00	2.000%	25,712.26	247,423.26
6/01/2017	222,819.00	2.000%	24,603.71	247,422.71
9/01/2017	223,933.00	2.000%	23,489.61	247,422.61
12/01/2017	225,053.00	2.000%	22,369.95	247,422.95
3/01/2018	226,178.00	2.000%	21,244.68	247,422.68
6/01/2018	227,309.00	2.000%	20,113.79	247,422.79
9/01/2018	228,446.00	2.000%	18,977.25	247,423.25
12/01/2018	229,588.00	2.000%	17,835.02	247,423.02
3/01/2019	230,736.00	2.000%	16,687.08	247,423.08
6/01/2019	231,890.00	2.000%	15,533.40	247,423.40
9/01/2019	233,049.00	2.000%	14,373.95	247,422.95
12/01/2019	234,214.00	2.000%	13,208.70	247,422.70
3/01/2020	235,385.00	2.000%	12,037.63	247,422.63
6/01/2020	236,562.00	2.000%	10,860.71	247,422.71
9/01/2020	237,745.00	2.000%	9,677.90	247,422.90
12/01/2020	238,934.00	2.000%	8,489.17	247,423.17
3/01/2021	240,128.00	2.000%	7,294.50	247,422.50
6/01/2021	241,329.00	2.000%	6,093.86	247,422.86
9/01/2021	242,536.00	2.000%	4,887.22	247,423.22
12/01/2021	243,748.00	2.000%	3,674.54	247,422.54
3/01/2022	244,967.00	2.000%	2,455.80	247,422.80
6/01/2022	246,192.00	2.000%	1,230.96	247,422.96
Total	16,281,000.00		3,512,835.49	19,793,835.49 *

*Plus $21,955.23 one-percent administrative fee paid quarterly. Total fee paid over the life of the loan is $1,756,418.40.

City of St. Albans (West Virginia)

Loan of $16,281,000

20 Years, 2% Interest Rate, 1% Administrative Fee

DEBT SERVICE SCHEDULE

YIELD STATISTICS

Accrued Interest from 03/15/2000 to 03/15/2000	(719,982.00)
Bond Year Dollars	$211,640.87
Average Life	12.999 Years
Average Coupon	1.6598096%
Net Interest Cost (NIC)	1.6598096%
True Interest Cost (TIC)	2.0146737%
Bond Yield for Arbitrage Purposes	2.0146737%
All Inclusive Cost (AIC)	2.8211984%

IRS FORM 8038

Net Interest Cost	2.0000001%
Weighted Average Maturity	12.999 Years

(Form of)

ASSIGNMENT

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

_____

_____

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

Dated: _____, _____.

_____

In the presence of:

_____

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF ST. ALBANS
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REVENUE BONDS,
SERIES 2000 C
(WEST VIRGINIA WATER DEVELOPMENT AUTHORITY)

No. CR-1 $225,000

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF ST. ALBANS, a municipal corporation and political subdivision of the State of West Virginia in Kanawha County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS ($225,000), in annual installments on October 1 of each year, beginning October 1, 2001, as set forth on the "Debt Service Schedule" attached as Exhibit A hereto and incorporated herein by reference, with interest on each installment at the rate per annum set forth on said Exhibit A.

The interest on each installment shall run from the original date of delivery of this Bond to the Authority and payment therefor, and until payment of such installment, such interest shall be payable semiannually on April 1 and October 1 of each year, beginning October 1, 2000, as set forth on Exhibit A attached hereto. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar"), on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and upon the terms and conditions prescribed by, and otherwise in compliance with, the WDA Loan Agreement between the Issuer and the Authority, dated March 15, 2000.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage

portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) to fund a reserve account for the Bonds of this Series (the "Bonds"); and (iii) to pay certain costs of issuance hereof and related costs. The existing public combined waterworks and sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 20 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and a Bond Ordinance duly enacted by the Issuer on February 22, 2000, and a Supplemental Resolution duly adopted by the Issuer on March 6, 2000 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

PRIOR TO THE ISSUANCE OF THE ISSUER'S COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2000 A, ON APRIL 1, 2000, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,500,000 (THE "SERIES 2000 A BONDS"), THIS BOND IS ISSUED ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1990, DATED MARCH 1, 1990, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $3,100,000 (THE "SERIES 1990 BONDS"), AND THE COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA SRF PROGRAM), DATED MARCH 15, 2000, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $16,281,000 (THE "SERIES 2000 B BONDS").

IF THE SERIES 2000 A BONDS ARE ISSUED ON APRIL 1, 2000, THIS BOND SHALL ON AND AFTER SUCH DATE BE ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 B, DATED NOVEMBER 1, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $170,000 (THE "SERIES 1998 B BONDS"), THE SERIES 2000 A BONDS AND THE SERIES 2000 B BONDS.

IF THE SERIES 2000 A BONDS ARE NOT ISSUED ON APRIL 1, 2000, THIS BOND SHALL ON AND AFTER SUCH DATE BE ON A PARITY WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S SERIES 1990 BONDS, SERIES 1998 B BONDS AND SERIES 2000 B BONDS.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Series 1990 Bonds until the issuance of the Series 2000 A Bonds on April 1, 2000, at which time, if the Series 2000 A Bonds are issued on such date, then this Bond shall be on a parity with the Holders of the Series 1998 B Bonds, the Series 2000 A Bonds and the Series 2000 B Bonds, but if the Series 2000 A Bonds are not issued on such date, then this Bond shall be on a parity with the Holders of the Series 1990 Bonds, the Series 1998 B Bonds and the Series 2000 B Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2000 C Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Net Revenues, the moneys in the Series 2000 C Bonds Reserve Account and unexpended proceeds of the Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 125% of the maximum amount payable in any year for principal of and interest on the Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds, so long as the Series 1990 Bonds are outstanding, and thereafter, 120% of such amount so long as the Series 1998 B Bonds and the Series 2000 A Bonds are outstanding, and thereafter, 115%; provided however, that, so long as there exists in the Series 2000 C Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding prior to or on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such 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 do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

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

IN WITNESS WHEREOF, the CITY OF ST. ALBANS has caused this Bond to be signed by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated March 15, 2000.

[SEAL]

L. O. Russell Jr
Mayor

SPECIMEN

ATTEST:

Barbara Cunningham
City Clerk

SPECIMEN

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2000 C Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: March 15, 2000.

ONE VALLEY BANK, NATIONAL ASSOCIATION, as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$225.0000	03/15/00	(19)$		
(2)	$		(20)$		
(3)	$		(21)$		
(4)	$		(22)$		
(5)	$		(23)$		
(6)	$		(24)$		
(7)	$		(25)$		
(8)	$		(26)$		
(9)	$		(27)$		
(10)	$		(28)$		
(11)	$		(29)$		
(12)	$		(30)$		
(13)	$		(31)$		
(14)	$		(32)$		
(15)	$		(33)$		
(16)	$		(34)$		
(17)	$		(35)$		
(18)	$		(36)$		

TOTAL $ 225.000

EXHIBIT A

City of St. Albans (West Virginia)

WDA Loan (Loan Program II, 1999 Series A) of $225,000
20 Years, 5.8% Interest Rate
Closing Date: March 15, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
4/01/2000	-	-	-	-
10/01/2000	-	-	7,105.00	7,105.00
4/01/2001	-	-	6,525.00	6,525.00
10/01/2001	6,249.00	5.800%	6,525.00	12,774.00
4/01/2002	-	-	6,343.78	6,343.78
10/01/2002	6,612.00	5.800%	6,343.78	12,955.78
4/01/2003	-	-	6,152.03	6,152.03
10/01/2003	6,995.00	5.800%	6,152.03	13,147.03
4/01/2004	-	-	5,949.18	5,949.18
10/01/2004	7,401.00	5.800%	5,949.18	13,350.18
4/01/2005	-	-	5,734.55	5,734.55
10/01/2005	7,830.00	5.800%	5,734.55	13,564.55
4/01/2006	-	-	5,507.48	5,507.48
10/01/2006	8,284.00	5.800%	5,507.48	13,791.48
4/01/2007	-	-	5,267.24	5,267.24
10/01/2007	8,765.00	5.800%	5,267.24	14,032.24
4/01/2008	-	-	5,013.06	5,013.06
10/01/2008	9,273.00	5.800%	5,013.06	14,286.06
4/01/2009	-	-	4,744.14	4,744.14
10/01/2009	9,811.00	5.800%	4,744.14	14,555.14
4/01/2010	-	-	4,459.62	4,459.62
10/01/2010	10,380.00	5.800%	4,459.62	14,839.62
4/01/2011	-	-	4,158.60	4,158.60
10/01/2011	10,982.00	5.800%	4,158.60	15,140.60
4/01/2012	-	-	3,840.12	3,840.12
10/01/2012	11,619.00	5.800%	3,840.12	15,459.12
4/01/2013	-	-	3,503.17	3,503.17
10/01/2013	12,293.00	5.800%	3,503.17	15,796.17
4/01/2014	-	-	3,146.67	3,146.67
10/01/2014	13,006.00	5.800%	3,146.67	16,152.67
4/01/2015	-	-	2,769.50	2,769.50
10/01/2015	13,760.00	5.800%	2,769.50	16,529.50
4/01/2016	-	-	2,370.46	2,370.46
10/01/2016	14,559.00	5.800%	2,370.46	16,929.46
4/01/2017	-	-	1,948.25	1,948.25
10/01/2017	15,403.00	5.800%	1,948.25	17,351.25
4/01/2018	-	-	1,501.56	1,501.56
10/01/2018	16,296.00	5.800%	1,501.56	17,797.56
4/01/2019	-	-	1,028.98	1,028.98
10/01/2019	17,241.00	5.800%	1,028.98	18,269.98
4/01/2020	-	-	528.99	528.99
10/01/2020	18,241.00	5.800%	528.99	18,769.99
Total	225,000.00	-	168,089.76	393,089.76

City of St. Albans (West Virginia)

WDA Loan (Loan Program II, 1999 Series A) of $225,000
20 Years, 5.8% Interest Rate
Closing Date: March 15, 2000

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
10/01/2000	-	-	7,105.00	7,105.00
10/01/2001	6,249.00	5.800%	13,050.00	19,299.00
10/01/2002	6,612.00	5.800%	12,687.56	19,299.56
10/01/2003	6,995.00	5.800%	12,304.06	19,299.06
10/01/2004	7,401.00	5.800%	11,898.36	19,299.36
10/01/2005	7,830.00	5.800%	11,469.10	19,299.10
10/01/2006	8,284.00	5.800%	11,014.96	19,298.96
10/01/2007	8,765.00	5.800%	10,534.48	19,299.48
10/01/2008	9,273.00	5.800%	10,026.12	19,299.12
10/01/2009	9,811.00	5.800%	9,488.28	19,299.28
10/01/2010	10,380.00	5.800%	8,919.24	19,299.24
10/01/2011	10,982.00	5.800%	8,317.20	19,299.20
10/01/2012	11,619.00	5.800%	7,680.24	19,299.24
10/01/2013	12,293.00	5.800%	7,006.34	19,299.34
10/01/2014	13,006.00	5.800%	6,293.34	19,299.34
10/01/2015	13,760.00	5.800%	5,539.00	19,299.00
10/01/2016	14,559.00	5.800%	4,740.92	19,299.92
10/01/2017	15,403.00	5.800%	3,896.50	19,299.50
10/01/2018	16,296.00	5.800%	3,003.12	19,299.12
10/01/2019	17,241.00	5.800%	2,057.96	19,298.96
10/01/2020	18,241.00	5.800%	1,057.98	19,298.98
Total	225,000.00	-	168,089.76	393,089.76

City of St. Albans (West Virginia)

WDA Loan (Loan Program II, 1999 Series A) of $225,000
20 Years, 5.8% Interest Rate
Closing Date: March 15, 2000

DEBT SERVICE SCHEDULE

YIELD STATISTICS

Bond Year Dollars	$2,898.10
Average Life	12.880 Years
Average Coupon	5.8000006%
Net Interest Cost (NIC)	5.8000006%
True Interest Cost (TIC)	5.7995428%
Bond Yield for Arbitrage Purposes	5.7995428%
All Inclusive Cost (AIC)	5.7995428%

IRS FORM 8038

Net Interest Cost	5.8000006%
Weighted Average Maturity	12.880 Years

(Form of)

ASSIGNMENT

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

_____

_____

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

Dated: _____, _____.

_____

In the presence of:

_____

STEPTOE & JOHNSON

ATTORNEYS AT LAW

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SEVENTH FLOOR

P. O. BOX 1588

CHARLESTON, W. VA. 25326-1588

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WRITER'S DIRECT DIAL NUMBER

March 15, 2000

City of St. Albans
Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program)

City of St. Albans
St. Albans, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Division of
Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the City of St. Albans (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its $16,281,0000 Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated February 24, 2000, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and among the Issuer, the West Virginia Water Development Authority (the "Authority"), and the West Virginia Division of Environmental Protection (the "DEP"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal and interest to the Authority, with interest at the rate of 2% per annum, and with principal installments and interest payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2002, and ending June 1, 2022, all as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 8, Article 20 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the

sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) funding a reserve account for the Bonds; (iii) paying in full the Issuer's Combined Waterworks and Sewerage System Bond Anticipation Note, Series 1997, dated September 25, 1997, heretofore issued in the original aggregate principal amount of $1,000,000, to pay a portion of the costs of design, acquisition and construction of the Project; and (iv) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Ordinance duly enacted by the Issuer on February 22, 2000, as supplemented by a Supplemental Resolution duly adopted by the Issuer on March 6, 2000 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement.

In connection with the issuance of the Bonds, the Issuer has executed a Certificate as to Use of Proceeds, dated as of the date hereof (the "Certificate as to Use of Proceeds"), which, among other things, sets forth restrictions on the expenditure of the Bond proceeds and earnings thereon, to ensure that the Bonds are and will continue to be public purpose bonds as defined in the Internal Revenue Code of 1986, as amended, and regulations thereunder (collectively, the "Code").

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

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

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

3. The Bond Legislation and all other necessary ordinances and resolutions have been duly and effectively enacted and adopted by the Issuer in connection

with the issuance and sale of the Bonds and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System on a parity with the Issuer's Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, dated March 1, 1990, issued in the original aggregate principal amount of $3,100,000 (the "Series 1990 Bonds") and the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), issued concurrently herewith in the original aggregate principal amount of $225,000, all in accordance with the terms of the Bonds and the Bond Legislation. Based upon the certificate of the certified public accountant dated the date hereof, the Issuer has met the coverage and parity requirements for issuance of parity bonds of the Series 1990 Bonds and Series 2000 C Bonds.

There are also outstanding the Issuer's Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 A, dated November 1, 1998, issued in the original aggregate principal amount of $2,500,000 (the "Series 1998 A Bonds"), and the Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 B, dated November 1, 1998, issued in the original aggregate principal amount of $170,000 (the "Series 1998 B Bonds"). Prior to April 1, 2000, the Series 1998 A Bonds and the Series 1998 B Bonds are payable from an escrow fund (the "Escrow Fund") and are not secured by a pledge of the revenues to be derived from the operation of the System.

On April 1, 2000, moneys in the Escrow Fund will be used for the simultaneous special mandatory redemption of the Series 1998 A Bonds and the purchase of the Issuer's Tax-Exempt Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A, anticipated to be issued on April 1, 2000, in the original aggregate principal amount of $2,500,000 (the "Series 2000 A Bonds"), and the proceeds of the Series 2000 A Bonds will be used to currently refund the Series 1990 Bonds and defease the lien of the 1990 Ordinance on such date.

If the Series 2000 A Bonds are issued, then on and after April 1, 2000, the Series 1998 B Bonds, the Series 2000 A Bonds, the Series 2000 B Bonds and the Series 2000 C Bonds will be on a parity with each other.

If the Series 2000 A Bonds are not issued, the Series 1998 A Bonds shall be subject to mandatory tender on April 1, 2000, and the Series 1990 Bonds will not be refunded. In such event, on and after April 1, 2000, the Series 1990 Bonds, the Series 1998 B Bonds, the Series 2000 B Bonds and the Series 2000 C Bonds will be on a parity with each other.

5. The Bonds have not been issued on the basis that the interest thereon is or will be excluded from gross income for federal income tax purposes. We express no opinion regarding the federal tax consequences arising with respect to the Bonds.

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

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

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

Very truly yours,

STEPTOE & JOHNSON

03/08/00
858350/98001

CH575773.2

STEPTOE & JOHNSON

ATTORNEYS AT LAW

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WRITER'S DIRECT DIAL NUMBER

March 15, 2000

City of St. Albans
Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 C (West Virginia Water Development Authority)

City of St. Albans
St. Albans, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the City of St. Albans (the "Issuer"), a municipal corporation and political subdivision organized and existing under the laws of the State of West Virginia, of its $225,000 Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), dated the date hereof (the "Bonds").

We have examined the law and certified copies of proceedings and other papers relating to the authorization of a loan agreement, dated March 15, 2000, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), and the Bonds, which are to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are originally issued in the form of one Bond, registered as to principal and interest to the Authority, with interest payable April 1 and October 1 of each year, commencing October 1, 2000, at the rate of 5.8% per annum, and with principal installments payable on October 1 of each year, commencing October 1, 2001, and ending October 1, 2020, all as set forth in the "Schedule X" attached to the Loan Agreement and incorporated in and made a part of the Bonds.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 8, Article 20 and Chapter 22C, Article 1 of the West Virginia Code of 1931, as amended (collectively, the "Act"), for the purposes of (i) paying the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) funding a reserve account for the Bonds; and (iii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act, the Bond Ordinance duly enacted by the Issuer on February 22, 2000, as supplemented by a Supplemental Resolution duly adopted by the Issuer on March 6, 2000 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement.

In connection with the issuance of the Bonds, the Issuer has executed a Certificate as to Arbitrage, dated as of the date hereof (the "Certificate as to Arbitrage"), which, among other things, sets forth restrictions on the investment and expenditure of the Bond proceeds and earnings thereon, to ensure that the arbitrage requirements of the Internal Revenue Code of 1986, as amended, and regulations thereunder (collectively, the "Code"), necessary to establish and maintain the excludability of interest on the Bonds from gross income for federal income tax purposes, are and will continue to be met.

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

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

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

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

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special

obligations of the Issuer, payable from the Net Revenues of the System referred to in the Bond Legislation and secured by a first lien on and pledge of the Net Revenues of the System on a parity with the Issuer's Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, dated March 1, 1990, issued in the original aggregate principal amount of $3,100,000 (the "Series 1990 Bonds") and the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program), issued concurrently herewith in the original aggregate principal amount of $16,281,000, all in accordance with the terms of the Bonds and the Bond Legislation. Based upon the certificate of the certified public accountant dated the date hereof, the Issuer has met the coverage and parity requirements for issuance of parity bonds of the Series 1990 Bonds and Series 2000 B Bonds.

There are also outstanding the Issuer's Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 A, dated November 1, 1998, issued in the original aggregate principal amount of $2,500,000 (the "Series 1998 A Bonds"), and the Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 B, dated November 1, 1998, issued in the original aggregate principal amount of $170,000 (the "Series 1998 B Bonds"). Prior to April 1, 2000, the Series 1998 A Bonds and the Series 1998 B Bonds are payable from an escrow fund (the "Escrow Fund") and are not secured by a pledge of the revenues to be derived from the operation of the System.

On April 1, 2000, moneys in the Escrow Fund will be used for the simultaneous special mandatory redemption of the Series 1998 A Bonds and the purchase of the Issuer's Tax-Exempt Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A, anticipated to be issued on April 1, 2000, in the original aggregate principal amount of $2,500,000 (the "Series 2000 A Bonds"), and the proceeds of the Series 2000 A Bonds will be used to currently refund the Series 1990 Bonds and defease the lien of the 1990 Ordinance on such date.

If the Series 2000 A Bonds are issued, then on and after April 1, 2000, the Series 1998 B Bonds, the Series 2000 A Bonds, the Series 2000 B Bonds and the Series 2000 C Bonds will be on a parity with each other.

If the Series 2000 A Bonds are not issued, the Series 1998 A Bonds shall be subject to mandatory tender on April 1, 2000, and the Series 1990 Bonds will not be refunded. In such event, on and after April 1, 2000, the Series 1990 Bonds, the Series 1998 B Bonds, the Series 2000 B Bonds and the Series 2000 C Bonds will be on a parity with each other.

5. Under existing laws, regulations, rulings and judicial decisions of the United States of America, as presently written and applied, the interest on the Bonds (a) is

excludable from gross income of the owners thereof for federal income tax purposes pursuant to the Code and (b) is not an item of tax preference for purposes of the federal alternative minimum tax imposed upon individuals and corporations under the Code. It should be noted, however, that interest on the Bonds is included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax that may be imposed with respect to corporations. The opinions set forth above are subject to the condition that the Issuer comply, on a continuing basis, with all requirements of the Code that must be satisfied subsequent to issuance of the Bonds for interest thereon to be or continue to be excludable from gross income for federal income tax purposes and all certifications, covenants and representations which may affect the excludability from gross income of the interest on the Bonds set forth in the Bond Legislation and the Certificate as to Arbitrage, and other certificates delivered in connection with the issuance of the Bonds. Failure to comply with certain of such Code provisions or such certifications, covenants and representations could cause the interest on the Bonds to be includable in gross income retroactive to the date of issuance of the Bonds. Except as set forth in paragraph 6 below, we express no opinion regarding other federal tax consequences arising with respect to the Bonds.

6. Based upon the certifications of the Issuer set forth in the Certificate as to Arbitrage and under existing laws, regulations, rulings and judicial decisions of the United States of America, as presently written and applied, the proceeds of the Bonds are not subject to the arbitrage rebate requirements set forth in Section 148(f) of the Code. The opinion set forth above is subject to the condition that the Issuer comply, on a continuing basis, with all requirements of the Code relating to the applicable exceptions to rebate. The Issuer has covenanted to comply with all such requirements. Failure to comply with such requirements could cause proceeds of the Bonds to be subject to such arbitrage rebate requirements retroactive to the date of issuance of the Bonds.

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

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

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

Very truly yours,

STEPTOE & JOHNSON

03/08/00
858350/98001

Caldwell Cannon-Ryan & Riffee
LAWYERS

Office Address:
Suite 101
3818 MacCorkle Avenue, S.E.
Charleston, West Virginia 25304

Mail Address:
Post Office Box 4347
Charleston, West Virginia 25364-4347
Phone (304) 925-2100
Fax (304) 925-2193

Joseph W. Caldwell
Susan Cannon-Ryan
Charles A. Riffee, II
Mary Jane Pickens
Shari L. Collias

March 15, 2000

City of St. Albans
Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

City of St. Albans
St. Albans, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Division of
Environmental Protection
Charleston, West Virginia

Steptoe & Johnson
Charleston, West Virginia

Ladies and Gentlemen:

We serve as the City Attorney of the City of St. Albans in Kanawha County, West Virginia (the "Issuer"). As such counsel, we have examined copies of the approving opinions of Steptoe & Johnson, as bond counsel, a loan agreement for the Series 2000 B Bonds, dated February 24, 2000, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP"), a loan agreement for the Series 2000 C Bonds, dated March 15, 2000, including all schedules and exhibits attached thereto, by and between the Issuer and the Authority (collectively, the "Loan Agreement"), a Bond Ordinance duly enacted by the Issuer on February 22, 2000, as supplemented by a Supplemental Resolution duly adopted by the Issuer on March 6, 2000 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). Capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

We are of the opinion that:

1. The Issuer has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia, and the Mayor, City Clerk and members of the council of the Issuer and the Municipal Utility Commission have been duly and properly elected or appointed, as

applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities.

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

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

4. The Issuer has duly enacted the ordinances prescribing the rates and charges of the System.

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

6. To the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan Agreement, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Net Revenues therefor.

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

Very truly yours,

CALDWELL, CANNON-RYAN & RIFFEE

03/07/00
858350/98001

HANNA & BONHAM
ATTORNEYS AT LAW

H. WYATT HANNA, III
LARRY M. BONHAM

512 D STREET
P.O. BOX 8070
SOUTH CHARLESTON, WV 25303
(304) 744-3150 * FAX (304) 744-3157

March 15, 2000

Municipal Utility Commission of the
City of St. Albans
P.O. Box 1270
St. Albans, WV 25177

City of St. Albans
P.O. Box 1488
St. Albans, WV 25177

WV Water Development Authority
180 Association Drive
Charleston, WV 25311

WV Division of Environmental Protection
Office of Water Resources
617 Broad Street
Charleston, WV 25301

Steptoe & Johnson
P.O. Box 1588
Charleston, WV 25326-1588

RE: City of St. Albans
Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program) and Series 2000 C (West Virginia Water Development Authority)

Ladies and Gentlemen:

We are Counsel to the Municipal Utility Commission (the "Board") of the City of St. Albans in Kanawha County, West Virginia (the "Issuer"). As such Counsel, we have examined copies of the approving opinions of Steptoe & Johnson, as Bond Counsel, a Loan Agreement for the Series 2000 B Bonds, dated February 24, 2000, including all schedules and exhibits attached thereto, by and among the Issuer, The West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP"), a Loan Agreement for the Series 2000 C Bonds, dated March 15, 2000, including all schedules and exhibits attached thereto, by and between the Issuer and the Authority

(collectively, the "Loan Agreement"), a Bond Ordinance duly enacted by the Issuer on February 22, 2000, as supplemented by a Supplemental Resolution duly adopted by the Issuer on March 6, 2000, (collectively, the "Bond Legislation"), and other documents relating to the above captioned Bonds of the Issuer (the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

We are of the Opinion that:

1. The Board has been duly created and is validly existing and the members of the Board have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Board in their respective capacities.

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

3. The Issuer has received all permits, licenses, approvals, exemptions, consents, registrations, certificates and authorizations necessary for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders and approvals from the Public Service Commission of West Virginia, the DEP and the West Virginia Infrastructure and Jobs Development Council, 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 Issuer has received the Recommended Decision of the Public Service Commission of West Virginia dated January 18, 2000, and the Commission Order from the Public Service Commission

of West Virginia entered on March 13, 2000, in Case No. 99-0924-S-CN, granting the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the project. The time for appeal of such Commission Order has not expired prior to the date hereof. The parties to such Commission Order have stated that they will not appeal said Commission Order. Commission Orders are not appealable by any person who was not a party thereto.

4. To the best of our knowledge, there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan Agreement, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Net Revenues therefore.

5. Based upon our review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, we are of the opinion that such surety bonds and policies (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Bond Legislation and the Loan Agreement; and (5) all such documents constitute valid and legally binding obligations of the parties thereto in accordance with the terms, conditions and provisions thereof.

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

Sincerely,

H. Wyatt Hanna, III

HWHIII/rb

HANNA & BONHAM
ATTORNEYS AT LAW

H. WYATT HANNA, III
LARRY M. BONHAM

512 D STREET
P.O. BOX 8070
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March 15, 2000

Municipal Utility Commission of the
City of St. Albans
P.O. Box 1270
St. Albans, WV 25177

City of St. Albans
P.O. Box 1488
St. Albans, WV 25177

WV Water Development Authority
180 Association Drive
Charleston, WV 25311

WV Division of Environmental Protection
Office of Water Resources
617 Broad Street
Charleston, WV 25301

Steptoe & Johnson
P.O. Box 1588
Charleston, WV 25326-1588

RE: City of St. Albans
Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program) and Series 2000 C (West Virginia Water Development Authority)

Ladies and Gentlemen:

FINAL TITLE OPINION

This firm represents the Municipal Utility Commission of the City of St. Albans ("MUC") with regard to the above referenced matter. This Title Opinion is being provided to you to satisfy the requirements with regard to the loans through the West Virginia State Revolving Loan Fund Program and the West Virginia Water Development Authority. As such, please be advised of the following:

1. That I have investigated and ascertained the location of, and am familiar with the legal description of the necessary sites, including easements and/or rights-of-way for the project.

2. That I have examined the records on file in the Office of the Clerk of the County Commission of Kanawha County, West Virginia, the county in which this project is to be located, and, in my opinion, the Municipal Utility Commission of the City of St. Albans, has legal title or such other estate or interest in the necessary site components for the above referenced project, including easements and/or rights-of-way, sufficient to assure undisturbed use and possession for the purpose of construction, operation, and maintenance for the estimated life of the facilities to be constructed, except and subject to the following:

a. If necessary, legal title will be acquired through formal condemnation proceedings for the property of each of the property owners listed below. To the extent that such proceedings have not yet been instituted and a right of entry has not yet been secured and recorded for each parcel, such proceedings, except as otherwise mentioned herein, will be instituted and a right of entry secured and recorded within thirty (30) days of the Project loan closing. The MUC's consulting engineer, Dunn Engineers, Inc., has advised this office that the contractors on this portion of the Project will not commence work on these properties until April 17, 2000. The lack of title in those properties at closing will not impede the construction of the Project. The City of St. Albans is vested with the power of eminent domain pursuant to West Virginia Code, 8-20-2, and may acquire legal title and/or the necessary easements to the property of each of the property owners listed below:

A. St. Albans Center II L L C, a Delaware Limited Liability Company, Deed Book 2433, at Page 581. This is the treatment plant expansion location and the MUC will immediately, after the Loan Closing and upon receipt of the loan proceeds from the West Virginia Water Development Authority, initiate a condemnation action in the Circuit Court of Kanawha County, West Virginia to obtain a right of entry for this property.

B. Dallas J. and Katherine Poe, Deed Book 1364, at Page 283.

C. C. F. and M. G. Stone, Deed Book 1243, at Page 357.

D. Patricia M. Hamrick, Deed Book 2107, at Page 502. (Easement Only)

E. N. Edward Eagloski, Deed Book 2353, at Page 866. (Easement Only)

F. William D. and Carolyn M. Conner, Deed Book 1691, Page 84.

G. Lone Oak Park Sewer System, Inc., a West Virginia corporation, Deed Book 1987, at Page 53.

H. Betty R. Shepard, Deed Book 2086, at Page 599.

I. Jim Love Land Company, Deed Book 1837, at Page 470. (Easement Only)

J. Kent E. Jackfert, et al., Deed Book 2216, at Page 163. (Easement Only)

K. Bank One of West Virginia, N.A., Deed Book 1570, at Page 379, and Deed Book 1904, at Page 417. (Easement Only)

L. The Kroger Company, Deed Book and Page Number Unknown. (Easement Only)

4. That any deeds or other documents which have been acquired to date by the Municipal Utility Commission of the City of St. Albans, have been duly recorded in the aforesaid Clerk's Office in order to protect the interests of the Municipal Utility Commission and the City of St. Albans.

5. That I have been advised by the MUC's consulting engineer, Dunn Engineers, Inc., of Charleston, West Virginia, that the necessary permits as may be required by the governing authorities have been acquired for the project.

If you should have any questions regarding the information contained in this letter, please do not hesitate to contact my office.

Sincerely,

H. Wyatt Hanna, III

HWHIII/rb
cc: St. Albans MUC
Dunn Engineers, Inc.

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. CONTRACTORS' INSURANCE, ETC.
10. LOAN AGREEMENT
11. RATES
12. SIGNATURES AND DELIVERY
13. BOND PROCEEDS
14. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE
15. PUBLIC SERVICE COMMISSION ORDER
16. NO FEDERAL GUARANTY
17. SPECIMEN BONDS
18. CONFLICT OF INTEREST
19. CLEAN WATER ACT
20. EXECUTION OF COUNTERPARTS

We, the undersigned MAYOR and CITY CLERK of the City of St. Albans in Kanawha County, West Virginia (the "Issuer"), and the undersigned CITY ATTORNEY, hereby certify in connection with the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program) and Series 2000 C (West Virginia Water Development Authority), both dated the date hereof (collectively, the "Bonds" or individually, the "Series 2000 B Bonds" and the "Series 2000 C Bonds", respectively), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the Bond

Ordinance of the Issuer duly enacted February 22, 2000, and the Supplemental Resolution duly adopted March 6, 2000 (collectively, the "Bond Legislation").

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

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System and the issuance of the Bonds have been obtained and remain in full force and effect, and competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids remain in full force and effect.

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

There are outstanding obligations of the Issuer which will rank on a parity with the Series 2000 B Bonds and the Series 2000 C Bonds as to liens, pledge and source of and security for payment, being the Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, dated March 1, 1990, issued in the original aggregate principal amount of $3,100,000 (the "Series 1990 Bonds"). The Issuer has obtained a certificate of an Independent Certified Public Accountant stating that the parity test of the Series 1990 Bonds is met.

There are also outstanding the Issuer's Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 A, dated November 1, 1998, issued in the original aggregate principal amount of $2,500,000 (the "Series 1998 A Bonds"), and the Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 B, dated November 1, 1998, issued in the original aggregate principal amount of $170,000 (the "Series 1998 B Bonds"). Prior to April 1, 2000, the Series 1998 A Bonds and

the Series 1998 B Bonds are payable from an escrow fund (the "Escrow Fund") and are not secured by a pledge of the revenues to be derived from the operation of the System.

On April 1, 2000, moneys in the Escrow Fund will be used for the simultaneous special mandatory redemption of the Series 1998 A Bonds and the purchase of the Issuer's Tax-Exempt Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A, anticipated to be issued on April 1, 2000, in the original aggregate principal amount of $2,500,000 (the "Series 2000 A Bonds"), and the proceeds of the Series 2000 A Bonds will be used to currently refund the Series 1990 Bonds and defease the lien of the 1990 Ordinance on such date.

If the Series 2000 A Bonds are issued, then on and after April 1, 2000, the Series 1998 B Bonds, the Series 2000 A Bonds, the Series 2000 B Bonds and the Series 2000 C Bonds will be on a parity with each other.

If the Series 2000 A Bonds are not issued, the Series 1998 A Bonds shall be subject to mandatory tender on April 1, 2000, and the Series 1990 Bonds will not be refunded. In such event, on and after April 1, 2000, the Series 1990 Bonds, the Series 1998 B Bonds, the Series 2000 B Bonds and the Series 2000 C Bonds will be on a parity with each other.

On the date hereof, the Issuer shall use a portion of the proceeds of the Series 2000 B Bonds to pay in full its Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 1997, in the outstanding principal amount of $1,000,000, heretofore issued to temporarily finance a portion of costs of design, acquisition and construction of the Project. The Issuer is in compliance with the covenants of the Prior Bonds and the Prior Ordinances.

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

Bond Ordinance

Supplemental Resolution

SRF Loan Agreement

WDA Loan Agreement

Public Service Commission Orders

Infrastructure Council Approval

City Charter, with Amendments

City Council Rule Regarding Publication of Ordinance and Affidavit of Publication

Oaths of Office of Officers and Councilmembers

Ordinance Creating Municipal Utility Commission

Sewer and Water Rate Ordinance and Public Service Commission Orders relating thereto

Minutes on Adoption and Enactment of Sewer and Water Rate Ordinance

Affidavit of Publication of Sewer and Water Rate Ordinance

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

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

NPDES Permit

1990 Bond Ordinance and Supplemental Resolution

1998 Bond Ordinance and Supplemental Resolution

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "City of St. Albans." The Issuer is a municipal corporation in Kanawha County and is presently existing under the laws of, and a political subdivision of, the State of West Virginia. The governing body of the Issuer is its Council, consisting of a Mayor and 12 councilmembers, all duly elected or appointed, as applicable, qualified and acting, and whose names and dates of commencement and termination of current terms of office are as follows:

Name			Date of Commencement of Office	Date of Termination of Office
L. O. Gessel, Jr.	-	Mayor	July 1, 1997	June 30, 2001
Helen Warren	-	Vice-Mayor	July 1, 1997	June 30, 2001
Jerry C. Cogar	-	Councilmember	July 1, 1997	June 30, 2001
John D. Caudill	-	Councilmember	July 1, 1997	June 30, 2001
Q. D. Wood	-	Councilmember	July 1, 1997	June 30, 2001
George Hartman	-	Councilmember	July 1, 1997	June 30, 2001
Sandra Ashley	-	Councilmember	July 1, 1997	June 30, 2001
Paul Ennis	-	Councilmember	July 1, 1997	June 30, 2001
Loretta Griffith	-	Councilmember	July 1, 1997	June 30, 2001
Bill Powell	-	Councilmember	July 1, 1997	June 30, 2001
Tom McKeny	-	Councilmember	July 1, 1997	June 30, 2001
Patty Chandler	-	Councilmember	July 1, 1997	June 30, 2001
Robert C. Barnette	-	Councilmember	July 1, 1997	June 30, 2001

The names of the duly appointed, qualified and acting members of the Municipal Utility Commission Board of the Issuer are as follows:

L. O. Gessel, Jr.	-	Chairman
Mark E. Ellis	-	Secretary and Member
Lawrence Sayre	-	Treasurer and Member
Joseph Johnson	-	Member
Martin E. Dougherty	-	Member

The duly appointed and acting City Clerk of the Issuer is Barbara Cunningham. The duly appointed and acting City Attorney is Caldwell Cannon-Ryan & Riffee. The duly appointed and acting counsel to the Municipal Utility Commission is Hanna & Bonham.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the acquisition and construction of the Project and the operation and maintenance of the System have been acquired or can and will be acquired by purchase, or, if necessary, by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Bonds. With respect to the alternative add-on, the Issuer will either have good title or obtain right of entry prior to giving notice to proceed for the alternative add-on.

8. MEETINGS, ETC.: All actions, ordinances, resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the issuance of the Bonds and the acquisition, construction, operation and financing of the Project or the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A, of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

9. CONTRACTORS' INSURANCE, ETC.: All contractors have been required to maintain Worker's Compensation, public liability and property damage insurance, and builder's risk insurance where applicable, in accordance with the Bond Legislation. All insurance for the System required by the Bond Legislation is in full force and effect.

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

11. RATES: The Issuer has duly enacted a water rate ordinance on July 6, 1999, approved by the Commission Order of the Public Service Commission of West Virginia, entered on October 21, 1999, in Case No. 99-1110-S-MA, and a sewer rate ordinance on July 6, 1999, as modified by the Final Order of the Public Service Commission of West Virginia entered on December 7, 1999, in Case No. 99-1110-S-MA, setting rates and charges for the services of the System. The time for appeal of such orders has expired prior to the date hereof without any appeal, and such rates are currently in effect.

12. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Mayor did officially sign all of the Bonds of the aforesaid issue, consisting upon original issuance of a single Bond of each series, dated the date hereof, by his or her manual signature, and the undersigned City Clerk did officially cause the official seal of the Issuer to be affixed upon said Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Bonds to a representative of the Authority

as the original purchaser of the Bonds under the Loan Agreement. Said official seal of the Issuer is also impressed above the signatures appearing on this certificate.

13. BOND PROCEEDS: On the date hereof, the Issuer received $2,285,141 from the Authority and the DEP, being a portion of the principal amount of the Series 2000 B Bonds and $225,000 from the Authority, being the entire principal amount of the Series 2000 C Bonds (100% of par value), there being no interest accrued thereon. The balance of the principal amount of the Series 2000 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

14. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE: Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in *The Charleston Gazette* and the *Charleston Daily Mail*, two qualified newspapers of general circulation in the City of St. Albans, there being no newspaper published therein, together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Bonds described in such Bond Ordinance, stating that any person interested may appear before the Council at the public hearing held at a public meeting of Council on the 22nd day of February, 2000, at 7:00 p.m., at the St. Albans City Hall and present protests, and stating that a certified copy of the Bond Ordinance was on file at the office of the City Clerk of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Governing Body and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

15. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received the Final Order of the Public Service Commission of West Virginia entered on January 18, 2000, and the Commission Order of the Public Service Commission of West Virginia entered on March 13, 2000, in Case No. 99-0924-S-CN, granting to the Issuer a certificate of public convenience and necessity for the Project and approving the financing for the Project. The time for appeal of such Final Order has expired prior to the date hereof without any appeal. The time for appeal of such Commission Order has not expired prior to the date hereof. The Issuer hereby states that it will not appeal such Commission Order.

16. NO FEDERAL GUARANTY: The Bonds are not and will not be, in whole or part, directly or indirectly, federally guaranteed within the meaning of Section 149(b) of the Code.

17. SPECIMEN BONDS: Delivered concurrently herewith are true and accurate specimens of the Bonds.

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

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

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

WITNESS our signatures and the official seal of the CITY OF ST. ALBANS on this 15th day of March, 2000.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
R. O. Hessel Jr.	Mayor
Barbara Cunningham	City Clerk
_____	City Attorney

03/08/00
858350/98001

WITNESS our signatures and the official seal of the CITY OF ST. ALBANS on this 15th day of March, 2000.

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Mayor
_____	City Clerk
_____	City Attorney

03/08/00
858350/98001

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program)

CERTIFICATE AS TO USE OF PROCEEDS FOR SERIES 2000 B BONDS

The undersigned Mayor of the City of St. Albans in Kanawha County, West Virginia (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of the $16,281,000 Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program) (the "Series 2000 B Bonds" or the "Bonds"), of the Issuer, dated the date hereof, hereby certifies as follows:

1. I am the officer of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances, and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the ordinance authorizing the Bonds duly enacted by the Issuer on February 22, 2000 (as supplemented, the "Bond Ordinance").

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

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on March 15, 2000, the date on which the Bonds are to be physically delivered in exchange for an initial advance of $2,285,141, being more that a de minimis portion of the principal amount of the Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Ordinance pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority"), the West Virginia Infrastructure and Jobs Development Council (the "WVIJDC") or the West Virginia Division of Environmental Protection (the "DEP"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds by reason of the classification of the Bonds as "private activity bonds" within the meaning of the Code. The Issuer hereby covenants to take all actions necessary to comply with the Code.

5. The Series 2000 B Bonds were sold on March 15, 2000, to the Authority, pursuant to a loan agreement dated February 24, 2000, by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection (the "DEP"), for an aggregate purchase price of $16,281,000 (100% of par), at which time, the Issuer received $2,285,141 from the Authority and the DEP, being the first advance of the principal amount of the Series 2000 B Bonds. No accrued interest has been or will be paid on the Series 2000 B Bonds. The balance of the principal amount of the Series 2000 B Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) funding a reserve account for the Series 2000 B Bonds; (iii) paying in full the Issuer's Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 1997, dated September 25, 1997, in the original aggregate principal amount of $1,000,000, heretofore issued to pay a portion of the costs of design, acquisition and construction of the Project (the "Notes"); and (iv) paying costs of issuance and related costs thereof. On the date hereof, the Issuer also issued its Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), in the principal amount of $225,000 (the "Series 2000 C Bonds"), to pay the remaining costs of acquisition and construction of the Project.

7. Not later than simultaneously with the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend in excess of $100,000 on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds constituting capitalized interest, if any, and proceeds deposited in the Series 2000 B Bonds Reserve Account for the Bonds, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before June 15, 2001. The acquisition and construction of the Project is expected to be completed by May 1, 2001.

8. The total cost of the Project (including all costs of issuance of the Bonds) is estimated at $16,506,000. Sources and uses of funds for the Project are as follows:

SOURCES

Gross Proceeds of the Series 2000 C Bonds	$225,000
Proceeds of the Series 2000 B Bonds	$16,281,000
Total Sources	$16,506,000

USES

Costs of Acquisition and Construction of the Project	$14,451,726.21
Capitalized Interest	-0-
Payoff Notes	$ 1,010,277.79
Fund Series 2000 B Bonds Reserve Account	$989,696
Costs of Issuance of Series 2000 C Bonds	$32,000
Costs of Issuance of Series 2000 B Bonds	$22,300
Total Uses	$16,506,000

The amount of the costs of the Project is estimated to be at least equal to the gross proceeds of the Bonds and the Series 2000 C Bonds.

9. Pursuant to Article V of the Bond Ordinance, the following special funds or accounts have been created (or continued if previously established by the Prior Ordinances):

(1) Revenue Fund;

(2) Renewal and Replacement Fund;

(3) Series 2000 B Bonds Construction Trust Fund;

(4) Series 2000 C Bonds Construction Trust Fund;

(5) Rebate Fund;

(6) Series 1990 Bonds Sinking Fund;

(7) Within the Series 1990 Bonds Sinking Fund, the Series 1990 Bonds Reserve Account;

(8) Series 1998 A Bonds Sinking Fund;

(9) Series 1998 B Bonds Sinking Fund;

(10) Series 2000 A Bonds Sinking Fund;

(11) Within the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account and the Series 2000 A Bonds Redemption Account;

(12) Series 2000 B Bonds Sinking Fund;

(13) Within the Series 2000 B Bonds Sinking Fund, the Series 2000 B Bonds Reserve Account;

(14) Series 2000 C Bonds Sinking Fund; and

(15) Within the Series 2000 C Bonds Sinking Fund, the Series 2000 C Bonds Reserve Account.

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

(1) Series 2000 B Bonds proceeds in the amount of $ -0- will be deposited in the Series 2000 B Bonds Sinking Fund as capitalized interest and applied to payment of interest on the Series 2000 B Bonds during acquisition and construction of the Project and for not more than six months thereafter.

(2) Series 2000 B Bonds proceeds in the amount of $989,696 will be deposited in the Series 2000 B Bonds Reserve Account.

(3) Series 2000 B Bonds proceeds in the amount of $1,010,277.79 will pay the Notes of the Issuer in full on the date hereof.

(4) The balance of the proceeds of the Series 2000 B Bonds will be deposited in the Series 2000 B Bonds Construction Trust Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2000 B Bonds and related costs.

11. Moneys held in the Series 2000 B Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2000 B Bonds and will not be available to meet

costs of acquisition and construction of the Project. All investment earnings on moneys in the Series 2000 B Bonds Sinking Fund and Series 2000 B Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2000 B Bonds Construction Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Ordinance.

12. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within 18 months of the date hereof.

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

14. With the exception of the amount deposited in the Series 2000 B Bonds Sinking Fund for payment of interest, if any, on the Bonds and the amount deposited in the Series 2000 B Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 18 months from the date of issuance thereof.

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

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

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

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

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

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

21. The Bonds are not federally guaranteed.

22. The Issuer has retained the right to amend or supplement its authorizing documents if such amendment or supplement is necessary to assure that the Bonds remain public purpose bonds.

23. The Issuer has either (a) funded the Series 2000 B Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Series 2000 B Bonds in the then current or any succeeding year with the proceeds of the Series 2000 B Bonds, or (b) created the Series 2000 B Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2000 B Bonds Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Series 2000 B Bonds in the then current or any succeeding year. Moneys in the Series 2000 B Bonds Reserve Account and the Series 2000 B Bonds Sinking Fund (established for the annual payment of principal and interest) will be used solely to pay principal of and interest on the Series 2000 B Bonds and will not be available to pay costs of the Project.

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

25. Except for the Series 2000 C Bonds, there are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Bonds, (b) are to be sold pursuant to a common plan of financing together with the Bonds and (c) will be paid out of substantially the same sources of funds of funds or will have substantially the same claim to be paid out of substantially the same sources of funds as the Bonds.

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

27. The Issuer will comply with instructions as may be provided by the Authority, at any time, regarding rebates and rebate calculations.

WITNESS my signature on this 15th day of March, 2000.

CITY OF ST. ALBANS

L. D. Hessel Jr.
Mayor

03/15/00
858350/98001

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 C (West Virginia Water Development Authority)

CERTIFICATE AS TO ARBITRAGE FOR SERIES 2000 C BONDS

The undersigned Mayor of the City of St. Albans in Kanawha County, West Virginia (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of $225,000 Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority) (the "Series 2000 C Bonds" or the "Bonds"), of the Issuer, dated the date hereof, hereby certifies as follows:

1. This certificate is being executed and delivered pursuant to Section 148 of the Internal Revenue Code of 1986 and applicable regulations (the "Code"). I am the officer of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances, and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the ordinance authorizing the Bonds duly enacted by the Issuer on February 22, 2000 (as supplemented, the "Bond Ordinance").

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

3. The Issuer has not been notified by the Internal Revenue Service of any listing or proposed listing of it as an issuer that may not certify its bonds or the certification of which may not be relied upon by holders of obligations of the Issuer or that there is any disqualification of the Issuer by the Internal Revenue Service because a certification made by the Issuer contains a material misrepresentation.

4. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on March 15, 2000, the date on which the Bonds are to be physically delivered in exchange for all of the principal amount of the Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

5. The Series 2000 C Bonds were sold on March 15, 2000, to the Authority, pursuant to a loan agreement dated March 15, 2000, by and between the Issuer and the Authority, for an aggregate purchase price of $225,000 (100% of par), at which time the

Issuer received the entire principal amount of the Series 2000 C Bonds. No accrued interest has been or will be paid on the Series 2000 C Bonds.

6. The Issuer has covenanted in the Bond Ordinance not to take, or permit or suffer to be taken, any action with respect to the gross or other proceeds of the Bonds which would cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Issuer has, therefore, covenanted not to intentionally use any portion of the proceeds of the Bonds to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except as otherwise allowed under Section 148 of the Code. The Issuer, in the Bond Ordinance, has further covenanted that it will take all actions that may be required of it so that the interest on the Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

7. The Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of extensions, additions, betterments and improvements to the sewerage portion of the existing public combined waterworks and sewerage system of the Issuer (the "Project"); (ii) funding a reserve account for the Series 2000 C Bonds; and (ii) paying costs of issuance and related costs thereof. On the date hereof, the Issuer also issued its Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program), in the principal amount of $16,281,000 (the "Series 2000 B Bonds"), to pay the remaining costs of acquisition and construction of the Project.

8. Not later than simultaneously with the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend in excess of 5% of the proceeds thereof on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds constituting capitalized interest, if any, and proceeds deposited in the Series 2000 C Bonds Reserve Account for the Bonds, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before June 15, 2001. The acquisition and construction of the Project is expected to be completed by May 1, 2001.

9. The total cost of the Project (including all costs of issuance of the Bonds) is estimated at $16,506,000. Sources and uses of funds for the Project are as follows:

SOURCES

Gross Proceeds of the Series 2000 C Bonds	$225,000
Proceeds of the Series 2000 B Bonds	$16,281,000
Total Sources	$16,506,000

USES

Costs of Acquisition and Construction of the Project	$15,462,004
Capitalized Interest	-0-
Fund Series 2000 C Bonds Reserve Account	$19,300
Costs of Issuance of Series 2000 B Bonds	$1,011,996
Costs of Issuance	$12,700
Total Uses	$16,506,000

The amount of the costs of the Project is estimated to be at least equal to the gross proceeds of the Series 2000 B Bonds and the Series 2000 C Bonds. Except for the proceeds of the Bonds, no other funds of the Issuer will be available to meet costs of the Project, which would constitute "replacement proceeds" within the meaning of Treas. Reg. § 1.148-1(c), inasmuch as (i) the Issuer does not reasonably expect that the term of the Bonds is longer than is reasonably necessary for the governmental purposes of the Issuer, (ii) the weighted average maturity of the Bonds does not exceed 120% of the average expected economic life of the Project, and (iii) there are no amounts that have a sufficiently direct nexus to the Bonds or to the governmental purpose of the Bonds to conclude that the amounts would have been used for that governmental purpose if the proceeds of the Bonds were not used or to be used for that governmental purpose.

10. Pursuant to Article V of the Bond Ordinance, the following special funds or accounts have been created (or continued if previously established by the Prior Ordinances):

(1) Revenue Fund;

(2) Renewal and Replacement Fund;

(3) Series 2000 B Bonds Construction Trust Fund;

(4) Series 2000 C Bonds Construction Trust Fund;

(5) Rebate Fund

(6) Series 1990 Bonds Sinking Fund;

(7) Within the Series 1990 Bonds Sinking Fund, the Series 1990 Bonds Reserve Account;

(8) Series 1998 A Bonds Sinking Fund;

(9) Series 1998 B Bonds Sinking Fund;

(10) Series 2000 A Bonds Sinking Fund;

(11) Within the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account and the Series 2000 A Bonds Redemption Account;

(12) Series 2000 B Bonds Sinking Fund;

(13) Within the Series 2000 B Bonds Sinking Fund, the Series 2000 B Bonds Reserve Account;

(14) Series 2000 C Bonds Sinking Fund; and

(15) Within the Series 2000 C Bonds Sinking Fund, the Series 2000 C Bonds Reserve Account.

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

(1) Series 2000 C Bonds proceeds in the amount of $ -0- will be deposited in the Series 2000 C Bonds Sinking Fund as capitalized interest and applied to payment of interest on the Series 2000 C Bonds during acquisition and construction of the Project and for not more than six months thereafter.

(2) Series 2000 C Bonds proceeds in the amount of $19,300 will be deposited in the Series 2000 C Bonds Reserve Account.

(3) The balance of the proceeds of the Series 2000 C Bonds will be deposited in the Series 2000 C Bonds Construction Trust Fund as received from time to time and applied solely to payment of costs of the Project, including costs of issuance of the Series 2000 C Bonds and related costs.

Amounts in the Series 2000 C Bonds Construction Trust Fund, if invested, will be invested without yield limitation for a period necessary to complete the Project, not to exceed 3 years, except as otherwise set forth herein. All of such moneys are necessary for such purpose.

Except for "preliminary expenditures" as defined in Treasury Regulation §1.150 - 2(f)(2), none of the proceeds of the Series 2000 C Bonds will be used to reimburse the Issuer for costs of the Project previously incurred and paid by the Issuer with its own or other funds.

12. Moneys held in the Series 2000 C Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2000 C Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on moneys in the Series 2000 C Bonds Sinking Fund and Series 2000 C Bonds Reserve Account, if any, will be withdrawn therefrom and deposited into the Series 2000 C Bonds Construction Trust Fund during construction of the Project, and following completion of the Project, will be deposited, not less than once each year, in the Revenue Fund, and such amounts will be applied as set forth in the Bond Ordinance.

13. Except for the Series 2000 C Bonds Sinking Fund and the Series 2000 C Bonds Reserve Account, there are no other funds or accounts established or held by the Issuer which are reasonably expected to be used to pay debt service on the Bonds, or which are pledged as collateral for the Bonds and for which there is a reasonable assurance that amounts therein will be available to pay debt service on the Bonds if the Issuer encounters financial difficulties. The Issuer 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, investment-type property or any residential rental property for family units which is not located within the jurisdiction of the Issuer and which is not acquired to implement a court ordered or approved housing desegregation plan 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 moneys received from the sale of the Bonds, if any, will be deposited in the Series 2000 C Bonds Reserve Account or any other reserve or replacement fund. The amounts deposited in the Series 2000 C Bonds Reserve Account from time to time by the Issuer will not exceed the maximum annual principal of and interest on the Bonds and will not exceed 125% of average annual principal of and interest on the Bonds. Amounts in the Series 2000 C Bonds Reserve Account, not to exceed 10% of the proceeds of the Bonds, if invested, will be invested without yield limitation. The establishment of the Series 2000 C Bonds 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.

Because amounts in the Renewal and Replacement Fund may be expended for other purposes, there is no reasonable assurance that any such amounts would be available

to meet debt service if the Issuer encounters financial difficulties; thus, such amounts may be invested without yield limitation.

14. Not later than simultaneously with the delivery of the Bonds, the Issuer shall enter into a contract for the construction of the Project, and the amount to be expended pursuant to such contract exceeds the lesser of 5% of the estimated total Project cost financed with proceeds from the sale of the Bonds or $100,000.

15. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within 18 months of the date hereof.

16. Except for a reasonable temporary period until such proceeds are needed for the purpose for which such Bonds were issued or as otherwise allowed, no portion of the proceeds of the Bonds will be used, directly or indirectly, to acquire higher yielding investments, or to replace funds which were used, directly or indirectly, to acquire higher yielding investments, all within the meaning of Section 148 of the Code.

17. The Issuer will comply with the provisions of the Code, for which the effective date precedes the date of delivery of its Bonds to the Authority.

18. With the exception of the amount deposited in the Series 2000 C Bonds Sinking Fund for payment of interest on the Bonds and the amount deposited in the Series 2000 C Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 18 months from the date of issuance thereof.

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

20. The Series 2000 C Bonds Sinking Fund (other than the Series 2000 C Bonds Reserve Account therein) is intended primarily to achieve a proper matching of payments of debt service on the Series 2000 C Bonds each year. The Series 2000 C Bonds Sinking Fund (other than the Series 2000 C Bonds Reserve Account therein) will be depleted at least once a year except for a reasonable carryover amount not in excess of the greater of 1/12th of annual debt service on the Series 2000 C Bonds, or 1 year's interest earnings on the Series 2000 C Bonds Sinking Fund (other than the Series 2000 C Bonds Reserve Account therein). Except as otherwise allowed, any money deposited in the Series 2000 C Bonds Sinking Fund for payment of the principal of or interest on the Bonds (other than the Series 2000 C Bonds Reserve Account therein), will be spent within a 13-month period beginning on the date of receipt and will be invested without yield limitation, and any moneys received from the investment of amounts held in the Series 2000 C Bonds Sinking Fund (other than in the Series 2000 C Bonds Reserve Account therein) will be spent within a 1-year period beginning on the date of receipt.

21. 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.

22. 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.

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

26. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from 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 Issuer 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 are not and will not be, in whole or in part, directly or indirectly, federally guaranteed within the meaning of Section 149(b) of the Code.

28. The Issuer has retained the right to amend or supplement its authorizing documents if such amendment or supplement is necessary to preserve the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

29. The Issuer shall comply with the yield restriction on the proceeds of the Bonds as set forth in the Code.

30. The Issuer is a governmental unit and has general taxing powers; no Bonds are private activity bonds; 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and the aggregate face amount of all tax-exempt bonds or obligations (other than private activity bonds) issued by the Issuer during the calendar year 2000, the calendar year in which the Bonds are issued, is not reasonably expected to exceed $5,000,000, determined in accordance with Section

148(f)(4)(D) of the Code. For purposes of this paragraph and for purposes of applying Section 148(f)(4)(D) of the Code, the Issuer and all entities which issue obligations on behalf of the Issuer shall be treated as one issuer; all obligations issued by a governmental unit to make loans to other governmental units with general taxing powers not subordinate to such unit shall, for purposes of applying this paragraph and Section 148(f)(4)(D) of the Code, to each other entity to which such entity is subordinate, be treated as issued by such other entity; and an entity formed (or, to the extent provided by the Secretary, as set forth in the Code, availed of) to avoid purposes of such Section 148(f)(4)(D) of the Code and all other entities benefitting thereby shall be treated as one issuer. No portion of the Bonds is issued to refund other obligations.

The Issuer believes that the Authority exclusively lends bond proceeds in a manner that does not result in its bonds being private activity bonds, as defined in the Code, and the Issuer believes that the use of the proceeds by each borrower from the Authority would not result in those proceeds being private activity bonds (if viewed as a separate issue).

31. The Issuer has either (a) funded the Series 2000 C Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Series 2000 C Bonds in the then current or any succeeding year with the proceeds of the Series 2000 C Bonds, or (b) created the Series 2000 C Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2000 C Bonds Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Series 2000 C Bonds in the then current or any succeeding year. Moneys in the Series 2000 C Bonds Reserve Account and the Series 2000 C Bonds Sinking Fund (established for the annual payment of principal and interest) will be used solely to pay principal of and interest on the Series 2000 C Bonds and will not be available to pay costs of the Project.

32. The Issuer shall submit to the Authority within 15 days following the end of each bond year a certified copy of its rebate calculation or, if the Issuer qualifies for the small governmental issuer exception to rebate, the Issuer shall submit a certificate stating that it is exempt from the rebate provisions and that no event has occurred to its knowledge during the bond year which would make the Bonds subject to rebate.

33. Except for the Series 2000 B bonds, there are no other obligations of the Issuer which (a) are to be issued at substantially the same time as the Bonds, (b) are to be sold pursuant to a common plan of financing together with any of the Bonds and (c) will be paid out of substantially the same source of funds or will have substantially the same claim to be paid out of substantially the same source of funds as any of the Bonds.

34. The transactions contemplated herein do not represent an exploitation of the difference between taxable and tax-exempt interest rates and the execution and delivery of the Bonds is not occurring sooner than otherwise necessary, nor are the Bonds in principal

amounts greater than otherwise necessary or to be outstanding longer than otherwise necessary.

35. The Issuer will rebate to the United States the amount, if any, required by the Code and will take all steps necessary to make such rebates. In the event the Issuer fails to make such rebates as required, the Issuer 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.

36. The Issuer 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.

37. The Issuer shall file Form 8038-G in a timely fashion with the Internal Revenue Service Center.

38. All proceeds of the Series 2000 C Bonds to be used for payment of costs of the Project will be expended for such purposes within 3 years of June 15,1999.

39. On the basis of the foregoing, it is not expected that the proceeds of any of the Bonds will be used in a manner that would cause any of the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

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

41. Steptoe & Johnson 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.

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

WITNESS my signature on this 15th day of March, 2000.

CITY OF ST. ALBANS

L. O. Gussel Jr.
Mayor

03/15/00
858350/98001

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

CERTIFICATE OF ENGINEER

I, F. Wayne Hypes, Registered Professional Engineer, West Virginia License No. 10949, of Dunn Engineers, Inc., in Charleston, West Virginia, hereby certify as follows:

1. My firm is engineer for the acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the sewerage portion of the existing public combined waterworks and sewerage system of the City of St. Albans (the "Issuer"), to be constructed in Kanawha County, West Virginia, which acquisition and construction are being financed in part by the proceeds of the above-captioned bonds (collectively, the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Ordinance enacted by the Issuer on February 22, 2000, as amended by the Supplemental Resolution of the Issuer adopted March 6, 2000 (collectively, the "Bond Legislation"), the SRF Loan Agreement for the Series 2000 B Bonds, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Division of Environmental Protection (the "DEP"), dated February 24, 2000, and the WDA Loan Agreement for the Series 2000 C Bonds, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), dated March 15, 2000 (collectively, the "Loan Agreements").

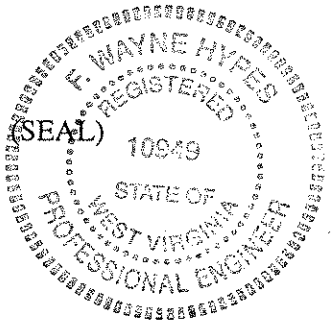
2. The Series 2000 B Bonds are being issued (i) to pay a portion of the costs of acquisition and construction of the Project; (ii) to fund a reserve account for the Series 2000 B Bonds; (iii) to pay in full the Issuer's Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 1997, dated September 25, 1997, heretofore issued in the original aggregate principal amount of $1,000,000, to pay a portion of the costs of design, acquisition and construction of the Project; and (iv) to pay certain costs of issuance hereof and related costs.

3. The Series 2000 C Bonds are being issued (i) to pay a portion of the costs of acquisition and construction of the Project; (ii) to fund a reserve account for the Series 2000 C Bonds; and (iii) to pay certain costs of issuance hereof and related costs.

4. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP and the Authority

and any change orders approved by the Issuer, the Authority, the DEP and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least 25 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iii) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in Schedule A attached hereto as Exhibit A and counsel to the St. Albans Municipal Utility Commission, Hanna & Bonham, has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain the critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System; (ix) in reliance upon the certificate of the Issuer's certified public accountant, Michael Griffith, CPA, of even date herewith, as of the effective date thereof, the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the respective Loan Agreements; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; and (xi) attached hereto as Exhibit A is the final amended "Schedule A - Estimated Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

WITNESS my signature and seal on this 15th day of March, 2000.



(SEAL)

DUNN ENGINEERS, INC.

F. Wayne Hypes
West Virginia License No. 10949

03/07/00
858350/98001

SCHEDULE A - WEST VIRGINIA SRF PROGRAM

NAME OF GOVERNMENTAL AGENCY: St. Albans Muncipal Utility Commission

IMATED TOTAL COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING

A. COST OF PROJECT

1. Construction			
1A. Costs Financed through Design Loan*	$168,387.00		
1B. Reimbursable or Prospective Costs	$12,264,057.00		
		$12,432,444.00	
2. Technical Services			
2A. Costs Financed through Design Loan*	$759,370.00		
2B. Reimbursable or Prospective Costs	$1,284,215.00		
		$2,043,585.00	
3. Legal and Fiscal			
3A. Costs Financed through Design Loan*	$20,379.00		
3B. Reimbursable or Prospective Costs	$45,653.00		
		$66,032.00	
4. Administrative		$0.00	
5. Site and Other Lands (R-O-W's)			
5A. Acquisition Costs	$193,000.00		
5B. Services	$40,000.00		
		$233,000.00	
6. Fac. Plan/Design or other Loan Repayment (Specify Type)		$0.00	
7. Interim Financing Costs (Through 3/15/00)			
7A. Costs Financed through Design Loan*	$51,864.00		
7B. Costs to be Reimbursed to MUC	$49,676.00		
		$101,540.00	
8. Contingency @ 5%		$585,403.00	
9. Misc. WDA Closing Costs (BC fees and DSRF)		$32,000.00	
10. Total of Lines 1Through 9			$15,494,004.00

B. SOURCES OF FUNDS

11. Federal Grants (Specify Sources)		$0.00	
12. State Grants (Specify Sources)		$0.00	
13. Other Grants (Specify Sources)		$0.00	
14. Any other Source (Specify)	WDA Loan	$225,000.00	
15. Total of Lines 11 through 14		$225,000.00	
16. Net Proceeds Required from Bond Issue (Line 10 minus Line 15)			$15,269,004.00

C. COST OF FINANCING

17. Capitalized Interest (Construction Period plus 6 months)	$0.00	
18. Funded Reserve Account	$989,696.00	
19. Other Costs (Bond Counsel)	$22,300.00	
20. Total Cost of Financing (lines 17-19)	$1,011,996.00	
21. Size of Bond Issue (Line 16 plus Line 20)		$16,281,000.00

D. PAY-OFF OF SERIES 1997 NOTE

1A. Costs Financed through Design Loan	$168,387.00
2A. Costs Financed through Design Loan	$759,370.00
3A. Costs Financed through Design Loan	$20,379.00
7A. Costs Financed through Design Loan	$51,864.00
Total Pay-Off Amount:	$1,000,000.00

J. D. Hessel Jr.
Signature of Applicant

Mar 15, 2000
Date

Signature of Consulting Engineer

3/15/00
Date

03/10/00
858350/98001
CH3707722

SCHEDULE A - WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

NAME OF GOVERNMENTAL AGENCY: St. Albans Muncipal Utility Commission

ESTIMATED TOTAL COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING

A. COST OF PROJECT

1. Construction			
1A. Costs Financed through Design Loan*	$168,387.00		
1B. Reimbursable or Prospective Costs	$12,264,057.00		
		$12,432,444.00	
2. Technical Services			
2A. Costs Financed through Design Loan*	$759,370.00		
2B. Reimbursable or Prospective Costs	$1,284,215.00		
		$2,043,585.00	
3. Legal and Fiscal			
3A. Costs Financed through Design Loan*	$20,379.00		
3B. Reimbursable or Prospective Costs	$45,653.00		
		$66,032.00	
4. Administrative		$0.00	
5. Site and Other Lands (R-O-W's)			
5A. Acquisition Costs	$193,000.00		
5B. Services	$40,000.00		
		$233,000.00	
6. Fac. Plan/Design or other Loan Repayment (Specify Type)		$0.00	
7. Interim Financing Costs (Through 3/15/00)			
7A. Costs Financed through Design Loan*	$51,864.00		
7B. Costs to be Reimbursed to MUC	$49,676.00		
		$101,540.00	
8. Contingency @ 5%		$585,403.00	
9. Misc. SRF Closing Costs (BC fees and DSRF)		$1,011,996.00	
10. Total of Lines 1Through 9			$16,474,000.00

B. SOURCES OF FUNDS

11. Federal Grants (Specify Sources)	$0.00	
12. State Grants (Specify Sources)	$0.00	
13. Other Grants (Specify Sources)	$0.00	
14. Any other Source (Specify) SRF Loan	$16,281,000.00	
15. Total of Lines 11 through 15	$16,281,000.00	
16. Net Proceeds Required from Bond Issue (Line 11 minus Line 15)		$193,000.00

C. COST OF FINANCING

17. Capitalized Interest (Construction Period plus 6 months)	$0.00
18. Funded Reserve Account	$19,300.00
19. Other Costs (Bond Counsel)	$12,700.00
20. Total Cost of Financing (lines 17-19)	$32,000.00
21. Size of Bond Issue (Line 16 plus Line 20)	$225,000.00

D. PAY-OFF OF SERIES 1997 NOTE

1A. Costs Financed through Design Loan	$168,387.00
2A. Costs Financed through Design Loan	$759,370.00
3A. Costs Financed through Design Loan	$20,379.00
7A. Costs Financed through Design Loan	$51,864.00
Total Pay-Off Amount:	$1,000,000.00

L.O. Hensel Jr.
Signature of Applicant

Mar 15, 2000
Date

Signature of Consulting Engineer

3/15/00
Date

03/10/00
858350/98001
CH370789

MICHAEL D. GRIFFITH

CERTIFIED PUBLIC ACCOUNTANT

Post Office Box 11337 Charleston, West Virginia 25339

Office (304) 756-3600 Fax: (304) 756-2911

City of St. Albans
Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Division of Environmental Protection
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges as set forth in the water rate ordinance of the City of St. Albans (the "Issuer"), enacted July 6, 1999, as approved by the Public Service Commission of West Virginia on October 21, 1999, in Case No. 99-1110-S-MA, and the sewer rate ordinance of the Issuer, enacted July 6, 1999, as modified by the Public Service Commission of West Virginia on December 7, 1999, in Case No. 99-1110-S-MA, and projected operation and maintenance expenses and anticipated customer usage as furnished to me by Dunn Engineers, Inc., it is my opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the combined waterworks and sewerage system of the Issuer (the "System"), will pay all repair, operation and maintenance expenses of the System and leave a balance each year equal to at least 125% of the maximum amount required in any year for debt service on the Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program) and the Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority) (collectively, the "Bonds"), to be issued to the West Virginia Water Development Authority on the date hereof, and all other obligations secured by or payable from the revenues of the System, specifically including the Prior Bonds, all in accordance with the terms of the Bonds and the Bond Legislation. It is my further opinion that the Net Revenues actually derived from the System during any twelve consecutive months, within the eighteen months immediately preceding the date of the actual issuance of the Bonds, plus the estimated average increased annual Net Revenues to be received in each of the three succeeding years after the completion of the improvements to be financed by the Bonds, shall not be less than 125% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the Bonds and the Prior Bonds.

Sincerely,

Michael D. Griffith, CPA
March 15, 2000

CHARTER

OF THE CITY OF

ST. ALBANS, WEST VIRGINIA

TABLE OF CONTENTS

EDITOR'S NOTE: The St. Albans Charter was approved by the voters on January 6, 1948. Dates appearing in parentheses following section headings indicate those sections were subsequently amended, added or repealed on the date given.

Sec. 1. Charter Powers and Source of Authority.
Sec. 2. Municipal Powers Generally.
Sec. 3. Corporate Boundaries. (12-21-92)
Sec. 4. Officers and Employees Generally. (4-4-77; 6-6-77)
Sec. 5. Council as Governing Body.
Sec. 6. Eligibility to Office.
Sec. 7. Declaring Vacancy in Office.
Sec. 8. Filling Vacancy in Office.
Sec. 9. Removal of Appointed Officers and Employees.
Sec. 10. Salaries of Officers and Employees. (1-23-61; 3-28-69; 1-6-86)
Sec. 11. Powers and Duties of Officers Generally; Officers' Bonds.
Sec. 12. Council Meetings; Quorum, etc.
Sec. 13. Official Records Generally.
Sec. 14. Minutes of Council Meetings.
Sec. 15. Ordinances Required in Certain Cases.
Sec. 16. Ordinance Procedure. (2-16-88)
Sec. 17. Wards Generally.
Sec. 18. Wards and Voting Precincts Established.
Sec. 19. Elections Generally. (1-19-81.)
Sec. 20. Nomination of Officers. (4-19-93)
Sec. 21. New Parties.
Sec. 22. Qualified Parties.
Sec. 23. Initiative and Referendum.
Sec. 24. Recall.
Sec. 25. Duties of the Mayor and Vice Mayor; Clerk as Acting Mayor; Mayor Pro Tem.
Sec. 26. Duties of the Manager.

Sec. 27. Duties of the Clerk; Clerk's Bond.
Sec. 28. Qualifications and Duties of the Treasurer; Treasurer's Bond.
Sec. 29. Duties of the City Attorney.
Sec. 30. Jurisdiction, Bond and Duties of the Police Judge.
Sec. 31. Chief of Police and Police Officers.
Sec. 32. Fire Department.
Sec. 33. Health Commissioner and Board of Health.
Sec. 34. Qualifications and Duties of the Engineer.
Sec. 35. Library Board.
Sec. 36. Park Board.
Sec. 37. Sewer Board.
Sec. 38. New Additions and Subdivisions.
Sec. 39. Public Ways.
Sec. 40. Taxation.
Sec. 41. Claims Against the City.
Sec. 42. Immunity of Elective Officers.
Sec. 43. Public Improvements.
Sec. 44. Severability.

CHARTER

OF THE CITY OF

ST. ALBANS, WEST VIRGINIA

SECTION 1. CHARTER POWERS AND SOURCE OF AUTHORITY.

The inhabitants of the present City of St. Albans, as incorporated by Chapter 118 of the Acts of the West Virginia Legislature, 1917, regular session, as amended by Chapter 27 of the Acts of the West Virginia Legislature, 1921, and as further amended by Chapter 81 of the Acts of the West Virginia Legislature, 1931, and acting pursuant to the "Municipal Home Rule Amendment" to the Constitution of the State of West Virginia, Article 6, Section 39(a), together with the enabling act thereof, known as the "Municipal Home Rule Law, being Chapter 56 of the Acts of the West Virginia Legislature, 1937, as amended by Chapters 44 and 89 of the Acts of the West Virginia Legislature, 1941, do hereby declare this instrument to be the Charter of the said City of St. Albans, and do hereby annul and revoke the former charter, with amendments and annul and revoke all ordinances, resolutions and other acts of the common council of the City of St. Albans, in conflict herewith, subject to the provisions of section 14, article 2, Chapter 8A of the Code of West Virginia, as amended in 1937.

SECTION 2. MUNICIPAL POWERS GENERALLY.

The City of St. Albans shall be vested with all powers inherent to cities adopting the "Municipal Home Rule Law," as now enumerated in the Code of West Virginia, 1931, and the amendments thereto, as well as all powers which may be hereafter granted by the legislature of the State of West Virginia, together with all other powers herein set out; provided, however, that subsequent amendments to the Municipal Home Rule Law, which may be hereinafter enacted by the legislature of the State of West Virginia, shall not affect and be binding upon the City of St. Albans until and unless such amendments, or any part thereof, are accepted by the Council of the City of St. Albans, by ordinance duly adopted.

SECTION 3. CORPORATE BOUNDARIES.

The corporate boundaries of the City shall be the boundaries as established by an official map adopted by the Council of the City of St. Albans, West Virginia, by ordinance and placed on file in the office of the City Clerk.
(Ord. 92-31. Passed 12-21-92.)

SECTION 4. OFFICERS AND EMPLOYEES GENERALLY.

The officers of the City shall be a Mayor and a Council of twelve members. The City shall also have as employees, but not as officers, an Attorney, Police Judge, Chief of Police, Chief of the Fire Department, Health Commissioner and Engineer. The Mayor and Councilmen shall be elected by the qualified voters of the City as hereinafter provided for terms of four years, or until their successors are elected or appointed, and qualify. The Mayor shall be the administrative authority, and he shall appoint the Clerk, Treasurer, Attorney, Police Judge, Chief of Police, Health Commissioner and Engineer, subject to approval of the Council. The Clerk, Treasurer, Police Judge, Chief of Police, Health Commissioner and Engineer may, upon the order of the Mayor, employ and discharge all employees in the respective divisions of the City government. Should the Council fail to approve any appointment by the Mayor at the next regular Council meeting following the appointment, the officer so appointed shall receive no compensation for his services thereafter, and the office shall be automatically vacated. Should the Mayor fail or refuse to appoint a suitable person to any office, and such failure or refusal continue for two consecutive regular Council meetings, the Council may, at the third meeting, fill the office without the approval of the Mayor.
(4-4-77; 6-6-77)

SECTION 5. COUNCIL AS GOVERNING BODY.

The Council shall be the governing body of the City, and all of the corporate powers of the City shall be invested in and exercised by the Council, unless herein otherwise stated, or delegated by ordinance. The Mayor shall be the presiding officer at all meetings of the Council; in the event of his absence, the Vice-Mayor, hereinafter provided for, shall be the presiding officer. In the event of the absence of both the Mayor and Vice-Mayor, the Council shall, at each meeting, select one of its members to preside over its meeting. The Mayor, Vice-Mayor or other presiding officer shall have the right to vote only in the case of a tie vote. A majority vote of those present at any meeting of the Council shall be decisive, except where a different vote is provided herein.

At the first meeting of the Council following its election, it shall choose, from among its members a Vice-Mayor, who shall have a vote as any other Councilman, unless he is acting as the presiding officer, and whose duties are herein set out. He shall serve as Vice-Mayor for the remainder of his term as Councilman, unless he resigns or be removed from office.

SECTION 6. ELIGIBILITY TO OFFICE.

No person shall be eligible to any elective office unless he has resided in the City, and has been a registered voter therein, for a period of one year prior to his election. No person shall be eligible for the office of Councilman, representing a particular ward, unless he has resided in the said ward for a period of sixty days prior to his election. The eligibility of any person to any office, or to retain and hold the same, shall be determined under the general law of the State of West Virginia, except as herein otherwise provided.

SECTION 7. DECLARING VACANCY IN OFFICE.

The office of the Mayor, or any Councilman, who is absent from the regular meetings of the Council for three consecutive months, unless such absence is due to illness or injury certified to by a reputable physician, may be declared vacant by a majority vote of the Council at the next regular meeting thereafter. The office of the Mayor, or any Councilman at large, who moves his residence out of the corporate limits, or of any Councilman not elected at large, who moves his residence out of the limits of his ward, shall be declared vacant by the Council as soon as such removal is brought to its attention; provided, however, that should the boundaries of any ward be changed by action of the Council or by vote of the people, any Councilman whose residence may be affected thereby, shall complete the term for which he was elected.

SECTION 8. FILLING VACANCY IN OFFICE.

A vacancy in the office of Mayor or Councilman, resulting from any cause, shall be filled by the Council within three months thereafter; such Mayor and Councilman, so chosen by the Council, shall hold office for the unexpired portion of the original term.

SECTION 9. REMOVAL OF APPOINTED OFFICERS AND EMPLOYEES.

Any appointed officer or any employee of the City may be removed from office for official misconduct, imcompetence, neglect of duty, or gross immorality. After receiving charges or grounds, filed in writing by any person, the Council may forthwith suspend such officer or employee for a period of thirty days. A copy of such charges or grounds shall be forthwith served upon the individual concerned in the manner provided by the statutes of West Virginia, for the service of notices. Such person shall have ten days from the date of such service in which to file a reply in writing with the Clerk. Such person may, in the reply, request a public or private hearing by the Council. The date for such hearing shall be set by the Clerk at any reasonable time, not less than twenty nor more than forty days after the date of service above referred to, at which hearing, such person may be represented by counsel. All persons testifying at such hearing shall do so under

oath, administered by the Mayor, Clerk or any Councilman. Such hearing may be continued for not more than a total of thirty days, by the Mayor, for due cause, at the request of any interested person or any City official. After such hearing, which shall be constituted a special meeting of the Council, the said Council, by a two-thirds vote of all of its members, may adopt a final resolution of removal, whereupon such person shall be deemed removed from office or employment, whether his successor be appointed and qualify, or not. If such officer or employee be suspended by the Council and be removed, he shall receive no compensation from the date of such suspension; if suspended and not removed, he shall receive his usual compensation from the date of such suspension; if not suspended, but removed, he shall receive his usual compensation up to the date of the vote by the Council to remove, and not thereafter. When paid in full, as hereinabove provided, the liability of the City to such person under his contract of employment shall be terminated. The City shall not be subject to any suit for libel or other damage, nor shall any officer or employee of the City be subject to any suit for libel, slander or other damage, as a result of any charges or grounds filed in writing, or any testimony given in such proceeding, whether the person is removed or not. Nothing herein contained or elsewhere contained in this Charter, is intended to restrict or prevent any office of the City or of the Council, to lay off, furlough or otherwise remove from employment, any employee of the City because of shortage of funds, reduction in work, seasonal or otherwise, or because of the abolishment of a job.

SECTION 10. SALARIES OF OFFICERS AND EMPLOYEES.

Each Councilman shall be paid a salary of six hundred dollars per year, effective July 1, 1969. Council shall hereafter, by ordinance, fix the salaries of the Councilmen, which salaries shall never be less than six hundred dollars per year, nor more than twelve hundred dollars per year and shall be uniform as to each Councilman. The salaries of the Councilmen shall not be raised or lowered during their terms of office, but at any subsequent term, may be raised or lowered at any time, except during the period of forty days preceding the next general municipal election.

The Mayor shall receive a salary to be fixed by the Council, which salary shall never be less than twelve hundred dollars per year. The salary of the Mayor shall not be raised or lowered during his term of office, but the salary of the Mayor for any subsequent term may be raised or lowered by the Council at any time, except during the period of forty days preceding the next general municipal election.

The salaries of the Mayor and Councilmen shall be paid in regular monthly or semi-monthly installments as determined by the City Clerk-Treasurer. The salary or compensation of all appointive officials shall be determined by the Mayor with the approval of the Council and the wages or compensation of all employees shall be determined by the officers heading the respective departments, with the approval of the Council. (1-23-61; 3-28-69; 1-6-86)

SECTION 11. POWERS AND DUTIES OF OFFICERS GENERALLY; OFFICERS' BONDS.

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

SECTION 12. COUNCIL MEETINGS; QUORUM, ETC.

The Council shall fix the place and time for holding its regular meetings, one of which shall be held each month; may provide for special and adjourned meetings; shall have power to compel the attendance of its members; and may prescribe rules and regulations not inconsistent with the provisions of this Charter, for the transaction of business and for its own guidance and government. A majority of the Council elected shall be necessary to constitute a quorum for the transaction of business. Upon call of any member, the yeas and nays on any question shall be taken and recorded in the Council Record. No member of the Council shall vote upon, or take part in the consideration of any proposition in which he is or may be interested otherwise than as a resident of the City. It is recommended that each meeting of the Council be opened by a prayer.

SECTION 13. OFFICIAL RECORDS GENERALLY.

The Council shall cause to be kept by the Clerk, in a well bound book to be called the "Council Record", an accurate record of all of its proceedings, ordinances, acts, orders and resolutions, and in another to be called the "Ordinance Book," accurate copies of all the ordinances adopted by the Council, except ordinances concerning public improvements. Both of the books shall be fully indexed and open to the inspection of anyone required to pay taxes to the City or who may be otherwise interested. All oaths and bonds of officers of the City and all papers of the Council shall be endorsed, filed and securely kept by the Clerk, except the bond of the Clerk, which shall be filed with the Mayor. 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 as evidence in any court or before any justice.

SECTION 14. MINUTES OF COUNCIL MEETINGS.

At each meeting of the Council the minutes of the proceedings at the last meeting shall be read, and if erroneous, corrected, and signed by the then presiding officer.

SECTION 15. ORDINANCES REQUIRED IN CERTAIN CASES.

In the following enumerated cases the action of the Council shall be by ordinances:

(1) Levying taxes or providing for the collection of fees of any kind;
(2) Requiring a license to do business;
(3) Relating to offenses and penalties;
(4) Authorizing the issuance of bonds or other forms of indebtedness;
(5) Providing for a public improvement;

(6) Providing for the purchase of private property by the City or for the sale of property belonging to the City;
(7) Laying out or vacating a public street, alley, or other way;
(8) Relating to zoning;
(9) Granting franchises to public utilities;
(10) Providing for a contractual or other agreement with another jurisdiction;
(11) Relating to such other matters as the Charter may require.

SECTION 16. ORDINANCE PROCEDURE.

The Council shall enact an ordinance in all cases specified by this Charter in accordance with the following requirements:

(1) An ordinance shall be read at not less than two meetings, regular or special, which need not be consecutive, with at least one week intervening between each meeting;
(2) Before final passage, notice of such ordinance shall be published in a newspaper of general circulation in the City. Such notice shall state the following:
   A. General title or titles of the ordinance.
   B. The date, time and place of the proposed final vote on adoption.
   C. The place or places within the Municipality where such proposed ordinance may be inspected by the public.
   D. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

A reasonable number of copies of the proposed ordinance shall be kept at such place or places as mentioned in such notice and be made available for public inspection.

(3) An ordinance shall not be finally passed until after ten days have elapsed after the date of publication of the aforementioned notice and persons interested have been given an opportunity to attend a meeting of the Council and be heard with respect to the ordinance.
(4) An ordinance shall not be materially amended at the same meeting at which it is finally passed. If materially amended after publication of the aforementioned notice, notice as to the intended passage of such ordinance shall be republished and considered as though publication of such notice had not taken place. The Council may enact an ordinance under suspension of the rules prescribed by this section only in the case of a pressing emergency making a procedure in accordance with this section dangerous to the public health, safety, or morals, and by the affirmative vote of two-thirds of all of the members of the Council. The nature of the emergency shall be set out in full in the ordinance. (2-16-88.)

SECTION 17. WARDS GENERALLY.

The City shall be divided into wards, the future boundaries of which may be determined by the Council. Each ward shall contain at least four hundred and fifty, and not more than twelve hundred registered voters. In fixing ward boundaries, the Council shall take into consideration the boundaries of the voting precincts as determined by the County Court of Kanawha County. The Council may establish new wards, and define and change the boundaries of all wards; provided, however, that each ward must be composed of contiguous territory. Each new ward shall be entitled to choose one new member of the Council. Councilmen at large shall be added to the Council in the proportion of one for each four ward Councilmen or fraction thereof, and only one Councilman at large shall be elected from any one ward.

SECTION 18. WARDS AND VOTING PRECINCTS ESTABLISHED.

(EDITOR'S NOTE: The number of City wards and the composition thereof are now set forth in Section 103.08 of the Administrative Code of the Codified Ordinances.)

Upon the effective date of this Charter, the City shall be divided into seven wards, with a Councilman representing each ward. There shall also be two Councilmen at large, who shall not reside in the same ward with each other. The seven wards, and the corresponding voting precincts, shall be as follows:

First Ward: Precinct No. 171, City Hall.

Second Ward: Precinct No. 173, Armory.

Third Ward: Precinct No. 172, Central School.

Fourth Ward: Precinct No. 174, High School.

Fifth Ward: Precinct No. 175, Hansford School and Precinct No. 176, Belvil Park.

Sixth Ward: Precinct No. 177, Highlawn School.

Seventh Ward: Precinct No. 178, and Precinct No. 179, both Ordnance Park.

SECTION 19. ELECTIONS GENERALLY.

Elections shall be conducted under the statutes of the State of West Virginia. The first election held pursuant to this amendment to this Charter shall be a primary election, to be held on the 2nd Tuesday of April, 1981, followed by a general election to be held on the 1st Tuesday in June, 1981, for a Mayor and twelve (12) Councilmen, being one (1) Councilman from each of the nine (9) wards of the City and three (3) Councilmen at large, only one (1) Councilman at large shall be elected from any one (1) ward. Said officers shall take office on July 1, 1981, for a full term of four (4) years. Regular elections shall be held each four (4) years thereafter. The present Council shall be the judge of the first election to be held hereunder, and the Council thereafter shall be the judge of the election returns and qualifications of the Mayor, its own members and any other person elected to office in the City. The Council may determine the conduct of elections and the results thereof, so long as such acts are consistent with the general law of the State referring thereto. Qualifications of voters shall be determined under the general law of the State of West Virginia. In the event of a tie vote for any office the Council shall resolve such tie by lot. (Ord. 81-1. Passed 1-19-81.)

SECTION 20. NOMINATION OF OFFICERS.

Nomination shall be made by a primary election to be held on the second Tuesday in April preceding the general election. In the event no nominee files for any office to be nominated in the primary election a candidate therefor may be named by the executive committee of his or her respective party and such candidate shall be certified by the chairman of such executive committee to the Clerk at least forty (40) days prior to the general election. In the event any candidate for nomination at the primary election should withdraw or die prior to the primary election, a candidate for such office may be named by the executive committee of his or her respective party, and such candidate shall be certified by the chairman of such executive committee not later than forty (40) days prior to the general election. In the event any nominee for the office should withdraw or die after being nominated at a primary election but not less than forty (40) days prior to the general election, a candidate shall be certified by the chairman of such executive committee to the Clerk not less than forty (40) days prior to the general election.

Any qualified person may become a candidate for any office in the primary election by, filing therefor with the Clerk of the City of St. Albans a statement of candidacy between January 15 and February 5 during regular business hours of the Clerk during the year of the primary election and by paying to said Clerk such filing fee as may be set by Council.

The statement of candidacy shall be in substantially the following form:

STATEMENT OF CANDIDACY

"State of West Virginia, County of Kanawha, to-wit

"I, _____, being first duly

sworn (write name as you wish it to appear on ballot)

say that I reside at _____Street, in the_____ ward of the City of St. Albans, County of Kanawha, State of West Virginia; that at the date of the forthcoming general election I will have been a registered voter therein for a period of more than thirty (30) days prior to the said general election, (and if a candidate for ward Councilman, I will have resided in the same ward for a period of thirty (30) days prior to the said general election;) that I am a candidate for nomination to the office of (Mayor, Councilman for the_____or Councilman at Large), to be voted for at the primary election to be held on the second Tuesday in April 19_____, and I hereby request that my name be printed upon the official primary ballot for nomination at such primary election for such office, as a member of the_____party.

_____
(Signature of Candidate)

"Subscribed and sworn to (or affirmed) before me by_____ on this _____day of _____, 19_____.

"My commission expires_____.

(Notary Public or any other officer authorized to take oaths under the laws of the State of WV State title of officer here)

_____

Any statement of candidacy filed by mail must be postmarked no later than February 5, and received not later than February 8, in the office of the City Clerk.

Each voter shall cast his ballot in the primary election only for the candidates of the qualified party in which the voter is registered.
(Ord. 93-11. Passed 4-19-93.)

SECTION 21. NEW PARTIES.

A new party may place candidates for any office upon the ballot at the general election by filing a petition therefor, signed by at least ten (10%) percent of the registered voters on the date of the last preceding regular municipal election, and containing the names of the candidates for such offices, with the Clerk at least twenty days prior to the date set for such general election, and paying the proper filing fees therefor. If any candidate of such new party for the office of Mayor receives more than ten percent of the votes cast for all candidates for his office, the new party shall be established as a qualified political party at the next municipal election. If the candidate for Mayor of any party fails to poll more than ten percent of the votes cast for all candidates for that office at any general election, such party shall be dropped from the ballot at the next municipal election, unless placed on the ballot by petition as a new party.

SECTION 22. QUALIFIED PARTIES.

At the date of the adoption of this Charter, two parties shall be considered as the qualified parties in the next municipal election, to-wit; the peoples party and the citizens party. Any other party may be placed on the ballot by petition, as provided in this Charter.

SECTION 23. INITIATIVE AND REFERENDUM.

(1) Upon petition, signed and dated in their own handwriting by not less than ten percent of all of the registered voters in the City, any matter which is the proper subject of one ordinance, as set out in this Charter, shall be submitted to the Council in the manner hereinafter provided, which the Council shall either adopt without alteration, or refer to a vote of the people, without alteration.

(2) Such petition shall not be circulated by any officer of the City; the office of any officer so doing shall be forthwith vacated as the penalty therefor.

(3) Such petition shall contain the residence address of each signer, and shall be filed with the Clerk within sixty days from the date the first signature was affixed thereto.

(4) Within fifteen days next following such filing, a committee, composed of the Clerk, one member appointed by the Mayor, and two members chosen by the Council, shall determine by careful examination, the sufficiency or insufficiency of such petition, and shall report its findings to the Council in a certificate signed by a majority of the members thereof, dated and attached thereto. If such petition be found insufficient, the particulars of such insufficiency shall be stated in such certificate. The petition may be amended within ten days from the date of such certificate, and refiled with the Clerk; provided, however, that any petition may be refiled only once. Upon finding such petition sufficient the committee shall so state in its certificate, signed by a majority of the members thereof, and shall submit the petition, with the attached certificate, to the Council at its next regular meeting. The finding of the committee shall not be final until approved by the Council.

(5) The proposed ordinance contained in such petition shall be passed without alteration by the Council, or shall be submitted, without alteration, by the Council to the voters in the City, within sixty days from the date of its filing with the Clerk. If a regular election is to be held within ninety days from the date of the action of the Council, such ordinance shall be voted upon at such election; if such regular election is not to be held within ninety days from the date of the action of the Council, then the Council shall forthwith call a special election, to be held within sixty days thereafter.

(6) Notice of the vote on such ordinance, at either a regular or special election, shall be given for at least thirty days prior to such election. Such notice shall set out the ordinance verbatim, shall state the date and time of the election, the form of ballot to be used, and such other pertinent matter as the Council may determine or as may be required in the petition. Such notice shall be published, once each week for four successive weeks, in two newspapers of general circulation in the City, if such there be, and shall be posted at some prominent and public place in each voting precinct in the City, at least thirty days prior to the election.

(7) Not more than one special election may be called in any period of six months.

(8) Such ordinance, if adopted by a majority of the persons voting at the election therefor, shall go into effect on the tenth day following its adoption, unless otherwise therein provided. Such ordinance shall not be altered or repealed within six months from its effective date, by the Council, nor thereafter except by vote of two-thirds of all members of the Council.

The Council may submit the question of the amendment or repeal of such ordinance to the voters at any regular election, or at a special election called for that purpose, after notice thereof has been given as hereinabove provided.

SECTION 24. RECALL.

(1) Upon petition, signed and dated in their own handwriting by not less than twenty percent of all of the registered voters in the City, an elective officer of the City may be recalled.

(2) Such petition shall not be circulated by any officer of the City; the office of any officer so doing shall be forthwith vacated as the penalty therefor.

(3) Such petition shall contain the residence address of each signer, and shall be filed with the Clerk within sixty days from the date the first signature was affixed thereto.

(4) Within fifteen days next following such filing, a committee, composed of the Clerk, one member appointed by the Mayor, and two members chosen by the Council shall determine by careful examination, the sufficiency or insufficiency of such petition, and shall report its findings in a certificate signed by a majority of the members thereof, dated and attached thereto. If such petition be found insufficient, the particulars of such insufficiency shall be stated in such certificate. The petition may be amended within

ten days from the date of such certificate, and refiled with the Clerk; provided, however, that any petition may be refiled only once. Upon finding said petition sufficient, the committee shall so state in its certificate , signed by a majority of the members thereof, and shall submit the petition, with the attached certificate, to the Council at its next regular meeting. The finding of the committee shall not be final until approved by the Council.

(5) Within sixty days after such petition is filed with the Clerk, the Council shall provide for the nomination of candidates for the office in question, by a special primary election, and shall set the date for such nomination primary, to be within ninety days after such petition is filed with the Clerk. Any qualified person may become a candidate for such office by filing therefor with the Clerk, as for any other elective office in the City. The incumbent, unless he withdraws his candidacy in writing, shall be considered a candidate for re-election to such office, and his name placed on the ballot at the general election. The candidate receiving the highest number of votes in each party at the primary election shall run against the incumbent; if the incumbent withdraws, the candidates for each party receiving the highest number of votes in the primary shall oppose each other. If the incumbent receives the highest number of votes, he shall continue in office. If another candidate receives the highest number of votes, he shall, upon qualifying within ten days thereafter, succeed the incumbent in the office and hold the office for the unexpired term.

(6) No such recall election shall be held until the officer sought to be recalled has been in office for a period of six months, and only one such election shall be held with respect to an officer during his term of office.

SECTION 25. DUTIES OF THE MAYOR AND VICE MAYOR; CLERK AS ACTING MAYOR; MAYOR PRO TEM.

The Mayor shall be chief executive officer of the City. He shall see, except as is herein otherwise provided, that the laws and ordinances of the City are enforced; that the peace and good order of the City are preserved and that persons and property therein are protected, and he shall perform such other duties and services as the Council may ordain or as provided by law, in addition to the duties prescribed in this Charter and not inconsistent herewith. He shall, from time to time recommend to the Council such measures as he may deem needful for the welfare of the City. In the absence of the Mayor, or should he not be able to perform his official duties, the Vice-Mayor shall perform any and all duties of the Mayor. In the absence of both the Mayor and the Vice-Mayor, or should they both be not able to perform their official duties, the Clerk shall perform any and all duties of the Mayor except that of presiding over the Council. If the Mayor, Vice-Mayor and the Clerk are all absent from the City or otherwise disabled from performing the duties of the Mayor, the Council may elect a Mayor Pro Tempore.

SECTION 26. DUTIES OF THE MANAGER.

The Manager shall have general supervision over the streets, alleys, sidewalks, other public ways, drains, sewers and other improvements of the said City and of the construction, repair and maintenance thereof; he shall see that the streets are properly lighted, pursuant to contract. He shall investigate all applications for new streets, alleys, sidewalks, other public ways, drains and sewers and report to the Council his recommendation in regard thereto. He shall supervise, protect, maintain and repair all of the buildings and

other property, real and personal, belonging to the said City and all of the equipment used by the Fire Department, and shall provide for the proper heating, cleaning and lighting of City buildings. He shall perform such other duties as may be delegated to him by the Mayor, subject to the approval of the Council, or as may be required of him by the Council.

SECTION 27. DUTIES OF THE CLERK; CLERK'S BOND.

(1) The Clerk shall keep a journal of the proceedings of the Council, and have charge of and preserve the records, papers, contracts and other documents belonging to the City; he shall attend the sessions of the Police Court, keep an accurate record of its proceedings, and all judgments shall be entered by him, within twenty-four hours after the same are rendered. He shall, in cases of sickness or disability of the Mayor and Vice Mayor, or in case of their absence from the City, or during any vacancy in the office of the Mayor, and Vice Mayor perform the duties of the Mayor, except as herein otherwise provided, and shall be vested with all the powers necessary for the performance of such duties; he shall also perform such other duties pertaining to the fiscal affairs of the City, or otherwise, as may be required of him by this Charter or by the Council.

(2) The Clerk shall collect and receive all taxes, assessments, fines and costs, and other money due to the City from any source, and shall receipt for the same. He shall keep an accurate account of all moneys paid to him for the use of said City, showing under separate accounts the amounts received for the account of taxes, sewer purposes, street pavements, licenses and other bills due to the City, fines and costs and of other matters pertaining to his office, which books shall at all times be open to the inspection of the Council, or to any committee appointed by it for such purposes; he shall pay over promptly all money which he may receive, within five days after the receipt thereof, into the hands of the Treasurer of the said City, showing an itemized statement of the several funds included in said payment, and taking the Treasurer's receipt therefor. He shall keep his office in the City Building, unless otherwise ordered by the Council and shall keep his office open for the transaction of business during the usual business hours, and as may be directed by the Council; he shall on or before the first day of January and July of each year and oftener, if directed by the Council, present to the Council a full, complete and detailed statement of all money with which he is chargeable, or that has been received by him from all sources up to that time, together with a statement of all money paid to the Treasurer and receipted for; and he shall at such times return a list of all taxes, levies, assessments and other claims in his hands for collection which he shall not have been able to collect by reason of insolvency, removal, or other cause, to which list he shall append an affidavit that he has used due diligence to collect the several items therein mentioned, but has been unable to do so. He shall, upon the expiration of his term of office, or upon the order of the Council, turn over to his successor all money, books of account and other property of the said City in his possession.

(3) The Clerk of the said City, before entering upon the discharge of his duties, shall execute a bond, conditioned for the faithful performance of the duties of his office, and for the accounting for and paying over, as required by law, all money which may come into his hands by virtue of his office, with sureties satisfactory to the Council, payable to "The City of St. Albans," in a penalty to be fixed by the Council sufficient to indemnify the City against any loss as the Council may prescribe. He shall be custodian of all bonds, notes, certificates and other evidences of indebtedness to the City, together with all valuable papers which may be placed in his possession by the Council, except that the bond of the Clerk shall be deposited with the Mayor.

(4) If the Clerk shall fail to account for, and pay over to the Treasurer of said City, any or all of the money with which he may be chargeable, belonging to the said City, according to the conditions of his bond and orders of the Council it shall be lawful for the Council to recover the same by action or by motion, upon ten days notice in the corporate name of the City, in the Circuit Court of Kanawha County, against him and his sureties or any or either of them, or his or their executors or administrators.

SECTION 28. QUALIFICATION AND DUTIES OF THE TREASURER; TREASURER'S BOND.

The Treasurer may be a citizen of the said City, or a bank or a trust company located therein. All money due the City shall be paid to the Clerk, and be by the Clerk deposited with the Treasurer. The money deposited with the Treasurer shall be disbursed only upon orders drawn against the same, signed by the Mayor and countersigned by the Clerk. The Treasurer shall receipt to the Clerk for all money paid by him and shall keep regular books of account, showing the amount of the several funds paid or deposited with the Treasurer by said Clerk, and shall make report to the Council once each month, or at such times as the Council may direct, showing the receipts and disbursements of the funds of the City; and the Treasurer shall produce his books and accounts to the Council or any committee of the same for inspection, upon the order of the Council. The Treasurer, if an individual, shall give bond , with security and in an amount to be approved by the Council, with condition that the said Treasurer shall account for and pay over all money received for the account of the said City, as may be directed by the Council.

SECTION 29. DUTIES OF THE CITY ATTORNEY.

The City Attorney shall prepare, when directed by the Council, all ordinances for the said City; he shall represent the said City in all matters and proceedings in any court, in which the said City is interested, and do any other thing for the City when requested by the Council.

SECTION 30. JURISDICTION, BOND AND DUTIES OF THE POLICE JUDGE.

The Police Judge shall have criminal jurisdiction over the violation of all ordinances of the City, and shall likewise have the criminal jurisdiction therein of a Justice of the Peace. He shall hold Police Court at such times and places as determined by the Council. He shall give bond with security to be approved by the Council as required of a Justice of the Peace, for the holding and proper disbursement of all sums which may come to him in his official capacity.

SECTION 31. CHIEF OF POLICE AND POLICE OFFICERS.

(1) It shall be the duty of the Chief of Police to preserve order and quiet in the City, to see that all subordinate police officers faithfully perform their official duties, and to perform such other duties as may be required of them by the Council. He shall be present in the Police Court whenever the same shall be in session, and see that all its orders and requirements are properly executed; he shall, before entering upon the discharge of his duties, execute a bond conditioned for the faithful performance by him, of the duties of his office, and for the accounting for and paying over, as required by law, all money which may come into his hands by virtue of his office, with sureties satisfactory to the Council, in a penalty as the Council may prescribe.

(2) In case a violation of any ordinance of the said City is committed in the presence, or within view of the Chief of Police or other police officer, the offender may be forthwith apprehended and thereafter taken before the Police Judge, and a written complaint under oath, stating such violation there lodged and filed; thereupon such offender may be tried upon warrant issued on such complaint and dealt with according to law. The Chief of Police and other Police officers shall execute within the County of Kanawha, when directed, any proper process issued by the Police Judge in proceedings for the enforcement of ordinances; and shall collect by levy of execution or otherwise, and duly account for, all fines assessed and costs imposed in such proceedings. They shall also have all the rights and powers within the said City in regard to the arrest of persons, the collection of claims and execution and return of process, that are or may be lawfully exercised by a constable, and shall be entitled to the same compensation therefor. They and their sureties shall be liable to all fines, penalties and forfeitures, for which a constable is liable, for any dereliction of duty in office, to be recovered in the same manner and in the same courts, that such fines, penalties and forfeitures are recovered against constables. They shall forthwith pay over to the Clerk all fines or sums collected.

SECTION 32. FIRE DEPARTMENT.

(1) The Chief of the Fire Department, otherofficers and future members of the Fire Department shall be chosen by the members of the Fire Department as they have been chosen prior to the date of the adoption of this Charter, subject to the approval of the Council. It shall be their duty to answer all alarms and to provide fire protection to the City and its residents, and they shall be compensated in such amounts as may be determined by the Council.

(2) In the event that the duties of the Chief of the Fire Department increase, the Council may provide by ordinance for his appointment by the Mayor, subject to the approval of the Council, in a manner similar to other appointed officers of the City. In the further event that it becomes necessary to employ a fireman or firemen, who will devote more than fifty percent of their working hours to such duty, the said fireman or firemen may be appointed by the Chief of the Fire Department as an employee or employees of his department of the City government.

(3) The Chief of the Fire Department and all members thereof may be removed from office for cause, in the same manner as appointed officers or employees of the City, as hereinbefore provided in this Charter.

SECTION 33. HEALTH COMMISSIONER AND BOARD OF HEALTH.

(1) The Health Commissioner shall be a licensed physician. He shall have general supervision over the public health of the City and shall see that all orders and ordinances of the Council and laws and lawful regulations of the State are enforced.

(2) The Mayor, Clerk, Police Chief and Health Commissioner shall comprise the Board of Health of the City. The said Board shall have power to abate all nuisances within the City, and it shall do and perform all such other duties and exercise such other powers as may be required of or conferred upon it by ordinances or resolutions of the Council.

SECTION 34. QUALIFICATIONS AND DUTIES OF THE ENGINEER.

The Engineer shall be a competent person, trained and experienced in civil engineering. He shall prepare or approve the plans and specifications for all public improvements, inspect the work as it is done and do all other engineering work for the City as may be required of him by the Council.

SECTION 35. LIBRARY BOARD.

The Council may, by ordinance, adopted by the affirmative vote of two-thirds of all of the members, establish a Board of Library Directors for the City, the members of which shall be chosen, and the powers and duties of which shall be as set out in the Code of West Virginia, 1931, Chapter 10, Article 1. At the time of establishing the Board, the Council shall determine whether it desires to create the Board under the provisions of the said statute, as set out at the date of the adoption of this Charter, or whether it desires to accept any or all of the amendments to the Code or other statutes, hereafter made, concerning such Board. Subsequent amendments to the said statutes concerning such Board shall not affect any board established hereunder until and unless such amendments are adopted and accepted by the Council. The Council shall, by a vote similar to that creating the Board, have the power to abolish the Board. In such event, the terms of its members shall be terminated the property belonging to the Board shall become the property of the City, and the powers and duties thereof shall pass to such person or board as the Council may designate.

SECTION 36. PARK BOARD.

The Council may, by ordinance, adopted by the affirmative vote of two-thirds of all of its members, establish a Board of Park Commissioners for the City, whose powers and duties shall be as set out in the Code of West Virginia 1931, as revised by Chapter 91, Acts of the West Virginia Legislature, 1939, known as Chapter 8, Article 14 of the said Code, except as hereinafter provided. At the time of establishing the Board, the Council shall determine whether it desires to create the Board under the provisions of Chapter 91, above referred to, as set out at the date of the adoption of this Charter, or whether it desires to accept any or all of the amendments to the Code or other statutes, hereafter made, by the legislature of the State of West Virginia, concerning such Board. Subsequent amendments to the said statutes concerning such Board shall not affect any board established hereunder until and unless such amendments are adopted and accepted by the Council. The Board shall consist of three members, who shall be nominated and elected at large, on a nonpartisan ballot without party designation, which

ballot shall be placed at the bottom of each primary and general election ballot, or on a separate ballot as the Council may designate. All candidates for the Board shall file with the Clerk as herein provided for officers of the City, within the prescribed time.

The Council shall, in the ordinance establishing the Board, provide in detail for the election of the members thereof within the limits herein prescribed. The Council shall, by a vote similar to that creating the Board, have the power to abolish the said Board; in such event the terms of its members shall be terminated, the property belonging to the Board shall become the property of the City, and the powers and duties thereof shall pass to such person or board as the Council may designate.

SECTION 37. SEWER BOARD.

The Council may, by ordinance, adopted by the affirmative vote of two-thirds of all of its members, establish a Board of Sewer Commissioners for the City, with general independent powers to acquire, establish, improve, operate, maintain and repair a municipal sewer system or system or systems, or to assess the users thereof with the cost thereof. The specific powers, duties and compensation of such Board shall be set forth in the ordinance establishing it, and such powers, duties and compensation may be amended and supplemented by subsequent ordinances, adopted by the affirmative vote of two-thirds of all of the members of the Council. The Board shall consist of five members, two of whom shall be the Manager and the Engineer ex officio. The other three members shall be appointed by the Mayor, subject to the approval of the Council, for terms of six years each; provided, that the first three members shall serve for terms of two, four and six years, respectively, thereafter, a member of the board shall be appointed each two years for a full six year term. The Council shall, by a vote similar to that creating the Board, have the power to abolish the Board; in such event the terms of its members shall be terminated, the property belonging to the said Board shall become the property of the City, and the powers and duties thereof shall pass to such person or board as the Council may designate.

SECTION 38. NEW ADDITIONS AND SUBDIVISIONS.

The City shall not be bound by any map or plat of any addition, subdivision, resubdivision or other lands within the City limits, or within one mile thereof, that shall be recorded in the office of the Clerk of the County Court of Kanawha County until such map or plat has been approved by the Council and such approval is attested on the face thereof, by the Mayor and the Clerk.

SECTION 39. PUBLIC WAYS.

The Council shall have the power to open for public use, and to close or abandon any street, alley or other way. No street, alley or other way shall be considered a public street, alley or way until accepted as such by ordinance adopted by the Council. No street, alley or other way, which has been accepted by the Council as a public way or has been used as a public way, shall be closed, vacated or abandoned, except by ordinance adopted by the Council. The approval by the Council, of any map or plat of lands constituting or delineating a subdivision or addition to the City, shall not be deemed to be an acceptance, as public, of the streets, alleys or other ways shown thereon.

SECTION 40. TAXATION.

The Council shall have the power to levy and collect all taxes, now or hereafter authorized by the statutes of the State of West Virginia, including business and occupation taxes, (commonly known as "gross sales" taxes) and license taxes.

SECTION 41. CLAIMS AGAINST THE CITY.

No action shall be maintained against the City of St. Albans for damages for a personal injury, death or injury to property alleged to have been sustained by reason of the negligence of the City or of any officer, agent or employee thereof, unless a written verified statement of the nature of the claim and of the time and place at which such injury is alleged to have occurred, or death caused, shall have been filed with the City Clerk within thirty days after the cause of action shall have accrued. The cause of action shall be deemed to have accrued at the date of the damage to property or the sustaining of the injury; except, that where death results therefrom, the time for the personal representative to give notice shall run from the date of death. An action at law for damages for personal injuries or death or injury to property, shall not be commenced until the expiration of thirty days after the filing of the notice as provided in this section.

SECTION 42. IMMUNITY OF ELECTIVE OFFICERS.

Officers of the City shall be immune from suit for any acts done in their official capacity, to the extent provided for in the statutes and laws of the State of West Virginia, as interpreted by the decisions of the Supreme Court of Appeals of West Virginia.

SECTION 43. PUBLIC IMPROVEMENTS.

(1) Streets, alleys, sidewalks, other public ways, and storm and sanitary sewers may be built, constructed and improved in the City and liens levied therefor, pursuant to the provisions of the Revised Code of West Virginia, 1931, Chapter 8, Articles 8 and 9, as amended at the date of the adoption of this Charter; provided, however, that subsequent amendments to the said designated portions of the Code and to other statutes pertaining to such improvements, which may be hereafter enacted by the legislature of the State of West Virginia, shall not be binding upon the City until and unless such amendments, or any part thereof, are accepted by the Council of the City by ordinance duly adopted.

(2) In addition to the other methods prescribed in the said Revised Code of West Virginia, 1931, as amended, any street or alley in the City, or portion thereof, may be curbed, or recurbed, paved or repaved, macadamized, or remacadamized, sewered or resewered, or otherwise improved or reimproved, including the paving or repaving of sidewalks, in a permanent manner, whenever it shall be deemed expedient by the Council, upon the petition in writing of a majority of the property owners, owning frontage abutting on both sides of any such street or alley, between any two cross streets, or between a cross street and an alley; provided, that the said majority of the property owners also own at least forty percent of the frontage of the lots abutting upon the said street or portion thereof to be improved. The work shall be done and the assessment laid in the same manner and upon the same terms as are provided in the said Revised Code of West Virginia, 1931, as amended.

(3) No cost of repaving or resewering any street or alley or reconstruction of a sidewalk thereon, in the City, shall be charged and assessed to abutting property owners, whether the original work be done before or after the adoption of this Charter, unless such repaving, resewering or reconstruction of a sidewalk be approved in writing before the work is begun, by the owners of more than eighty percent of the frontage abutting on both sides of such street or alley, between any two cross streets, or between a cross street and an alley.

(4) No suit in equity or action at law shall be instituted to enforce a lien for public improvements, levied pursuant to the terms hereof, more than thirteen years from the date of the adoption of the final ordinance, levying such assessment, unless such assessment shall be payable over a period of more than thirteen years, in which event, no such suit or action shall be brought more than one year after the due date of the last installment of such assessment. After such period has expired, no suit in equity or action at law or other proceeding shall be instituted in the name of the City or by any holder or owner of the certificates evidencing any such lien, to collect the same.

(5) Where a sewer assessment has been levied against any property, not on the certificate plan, and such assessment has not been paid in full, no building permit shall be issued for any improvement to such property until such assessment shall be paid in full, although such assessment may otherwise be barred by a statute of limitations or by a limitation on actions contained in this Charter.

(6) The lien of all assessments for the paving or repaving of streets, alleys and sidewalks, and the laying or relaying of sewers and all other improvements within the City, shall, from and after the date of the assessment thereof by the Council, constitute a continuing tax lien against the abutting property assessed with such improvements, superior to all other liens except taxes due to the State of West Virginia and its political subdivisions.

(7) Any assessment for public improvements, whether evidenced by certificates or not, shall be payable to the Clerk. The said Clerk shall collect the amount due, together with accrued interest to the date of payment, and shall issue, sign, acknowledge and deliver an apt and proper release of the lien of such assessment. Where certificates have been issued for such improvements, the said Clerk shall retain such sums as may be paid to him in satisfaction of such liens until demand is made upon by him by the owners and holders of the said certificates for such sums, whereupon the said Clerk shall pay such sums to such certificate owners and holders, upon delivery of the said certificates to the said Clerk for cancellation and delivery to the respective property owners. The said Clerk may release any lien for public improvements upon presentation of satisfactory evidence of payment.

SECTION 44. SEVERABILITY.

The provisions of this Charter shall be construed to be severable, and if any part ection of this Charter is declared null, void, invalid or unconstitutional, by t of competent jurisdiction, such decision shall not affect any remaining his Charter; such remaining portion shall be in full force and effect as if section so declared null, void, invalid or unconstitutional had never been a f this Charter.

(6) Providing for the purchase of private property by the City or for the sale of property belonging to the City;
(7) Laying out or vacating a public street, alley, or other way;
(8) Relating to zoning;
(9) Granting franchises to public utilities;
(10) Providing for a contractual or other agreement with another jurisdiction;
(11) Relating to such other matters as the Charter may require.

SECTION 16. ORDINANCE PROCEDURE.

The Council shall enact an ordinance in all cases specified by this Charter in accordance with the following requirements:

(1) An ordinance shall be read at not less than two meetings, regular or special, which need not be consecutive, with at least one week intervening between each meeting;
(2) Before final passage, notice of such ordinance shall be published in a newspaper of general circulation in the City. Such notice shall state the following:
   A. General title or titles of the ordinance.
   B. The date, time and place of the proposed final vote on adoption.
   C. The place or places within the Municipality where such proposed ordinance may be inspected by the public.
   D. Said notice shall also advise that interested parties may appear at the meeting and be heard with respect to the proposed ordinance.

A reasonable number of copies of the proposed ordinance shall be kept at such place or places as mentioned in such notice and be made available for public inspection.

(3) An ordinance shall not be finally passed until after ten days have elapsed after the date of publication of the aforementioned notice and persons interested have been given an opportunity to attend a meeting of the Council and be heard with respect to the ordinance.
(4) An ordinance shall not be materially amended at the same meeting at which it is finally passed. If materially amended after publication of the aforementioned notice, notice as to the intended passage of such ordinance shall be republished and considered as though publication of such notice had not taken place. The Council may enact an ordinance under suspension of the rules prescribed by this section only in the case of a pressing emergency making a procedure in accordance with this section dangerous to the public health, safety, or morals, and by the affirmative vote of two-thirds of all of the members of the Council. The nature of the emergency shall be set out in full in the ordinance. (2-16-88.)

OATH OF OFFICE

I, L.O. "Jack" Gessel, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Mayor of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

L.O. "Jack" Gessel

Given under my hand this 7th day of July, 1997.

Mayor

Attest:

****

I, Robert C. "Bob" Barnette, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman-at-Large of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Robert C. "Bob" Barnette

Given under my hand this 7th day of July, 1997.

Mayor

Attest:

****

I, Jerry C. Cogar, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman-at-Large of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Jerry C. Cogar

Given under my hand this 7th day of July, 1997.

Mayor

Attest:

OATH OF OFFICE

I, John D. Caudill, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman-at-Large of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

John D. Caudill

Given under my hand this 7th day of July, 1997.

Mayor

Attest:

****

I, Glenn Dunlap, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman of Ward 1 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Glenn Dunlap

Given under my hand this 7th day of July, 1997.

Mayor

Attest:

****

I, John R. Jones, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman of Ward 2 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

John R. Jones

Given under my hand this 7th day of July, 1997.

Mayor

Attest:

OATH OF OFFICE

I, David Paul Lester, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman of Ward 6 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

David Paul Lester

Given under my hand this 7th day of July, 1997.

Mayor

Attest:

****

I, W.G. "Bill" Powell, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman of Ward 7 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

W. G. "Bill" Powell

Given under my hand this 7th day of July, 1997.

Mayor

Attest:

****

I, Tom McKeny, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman of Ward 8 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Tom McKeny

Given under my hand this 7th day of July, 1997.

Mayor

Attest:

OATH OF OFFICE

I, Michael David Eakle, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman of Ward 9 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Michael David Eakle

Given under my hand this 7th day of July, 1997.

Mayor

Attest:

OATH OF OFFICE

I, Sandra Ashley, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilwoman of Ward 3 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Sandra Ashley

Given under my hand this 7th day of July, 1997.

L.O. Hess Jr
Mayor

Attest:

Veronica A Westfall

****

I, Paul Ennis, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman of Ward 4 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Paul Ennis
Paul Ennis

Given under my hand this 7th day of July, 1997.

L.O. Hess Jr
Mayor

Attest:

Veronica A Westfall

****

I, Helen Warren, do solemnly swear that I will suport the Constution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Councilwoman of Ward 5 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Helen Warren
Helen Warren

Given under my hand this 7th day of July, 1997.

L.O. Hess Jr
Mayor

Attest:

Veronica A Westfall

OATH OF OFFICE

I, Barbara Cunningham, do solemnly swear that I will support the Constitution of the United States of America, the Constitution of the State of West Virginia, and that I will perform my duties as Acting City Clerk of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Barbara Cunningham

Barbara Cunningham

Given under my hand this 16th day of September, 1997.

Jack Hessel

Mayor

Attest:

Veronica L. Campbell

OATH OF OFFICE
Ward 6

I, Richard "Dick" Cobb, do solemnly swear that I will support the Constitution of the United States of American, the Constitution of the State of West Virginia, and that I will perform my duties as Councilman of Ward 6 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Richard "Dick" Cobb

Given under my hand this 21 day of September, 1998.

Mayor

Attest:

OATH OF OFFICE
Ward 9

I, Patty Chandler, do solemnly swear that I will support the Constitution of the United States of American, the Constitution of the State of West Virginia, and that I will perform my duties as Councilwoman of Ward 9 of the City of St. Albans, West Virginia, to the best of my ability, so help me "GOD".

Patty Chandler

Given under my hand this 20th day of October, 1998.

Mayor

Attest:

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA

I, Loretta Griffith, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the Charter of the City of St. Albans; that I will faithfully and impartially discharge the duties of Councilperson of the 6th Ward. I will faithfully discharge my duties to the best of my abilities, so help me God.

Done this 4th day of August, 1999.

Loretta Griffith
LORETTA GRIFFITH

ATTEST:

Jack Hesse
MAYOR

I, Q. D. Wood, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the Charter of the City of St. Albans; that I will faithfully and impartially discharge the duties of Councilwoman of Ward 1. I will faithfully discharge my duties to the best of my abilities, so help me God.

Q. D. Wood

Given under my hand this 30th day of April 1998.

Attest:

Mayor

I, George Hartman, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of West Virginia, and the Charter of the City of St. Albans; that I will faithfully and impartially discharge the duties of Councilman of Ward 2. I will faithfully discharge my duties to the best of my abilities, so help me God.

George Hartman

Given under my hand this 5 day of May 1998.

Attest:

Mayor

posed by Councilman Hartman, Mayor Gessel appointed Councilman Barnette as the chairperson of the committee.

Attorney Riffee stated that the minutes from the last meeting reported that the use of the Hansford Center facility had been turned down by what appeared to be an advisory committee. Attorney Riffee stated that City Council controls City facilities. Attorney Riffee stated that the building is owned by the City, and the Mayor suggested to appoint a committee of Council to help with the use of the Hansford facility—this will not affect the use by the seniors.

Councilman Caudill questioned if someone wanted to rent the Hansford Center, who would they go before—the Senior Advisory Board or this newly appointed committee or both? Mayor Gessel responded that the final recommendation will come before the Council committee. Attorney Riffee stated that there was a difference between the occasional recreational use and the dedication of a room or two for a long period of time. Attorney Riffee stated that if it was a long range plan, the committee would come before Council with their recommendation for Council's final approval. However, if it would be a one time use, it could be coordinated through the committee. Councilwoman Ashley stated she didn't have a problem with a committee, she was questioning if policies, procedures, or guidelines could be established. Attorney Riffee stated that if some form of regulations were prepared regarding the use of the facility, then City Council should have final approval of those regulations.

Don Bohn, chairman of the Senior Center Advisory Committee, addressed Council regarding the Hansford Center. Mr. Bohn stated that the Senior Advisory Committee had been requested to be more cooperative with the Parks Department. Mr. Bohn stated that the Parks Department had agreed not to make requests that would interfere with any ongoing senior programs. In regards to the daycare being at the Hansford Center, Mr. Bohn stated that it was determined by the Senior Advisory Committee that the daycare would interfere with the ongoing programs at the Hansford Center, which was why the committee recommended not to permit this activity. Mr. Bohn stated that it was his understanding that the Senior Advisory Committee had been legally appointed by the Mayor for the purpose of advising the activities at the Hansford Center. Mr. Bohn questioned if there was now a new committee—who does the Senior Advisory Committee report to? Attorney Riffee stated that the Hansford Center is City property, and the committee the Mayor has now appointed will have the authority to meet with both the public and the Senior Advisory Committee. Attorney Riffee stated that the Senior Advisory Committee plays a very important role and has a great deal of input as to the use of that facility. Attorney Riffee stated that it is his understanding that this City Council wants to continue the operation of senior citizen programs at Hansford. Attorney Riffee stated that the committee the Mayor appointed would have administrative control in terms of if there are conflicts—those would be reported to the committee. The committee could make some decisions as to day to day things, but if there were to be long range plans for one of the rooms, that would come before City Council. Attorney Riffee stated that if there was a lease situation of the building, then, according to state code, a public hearing would have to be held. Attorney Riffee stated that the Senior Advisory Committee was important, but they would have to meet with the Council committee in regards to the use of the facility.

APPOINTMENTS:

Joseph E. Johnson to MUC Board:

Mayor Gessel requested a motion to confirm his appointment of Joseph E. Johnson, 2351 McKinley Avenue, to the MUC Board with a term to expire August 17, 2003. Councilman Barnette moved, seconded by Councilman Caudill, the appointment be confirmed. Upon vote, Mayor Gessel declared the motion carried.

ANNOUNCEMENTS:

Mayor Gessel made the following announcements:

1. Urban Tree Committee meeting, Wednesday, August 18th at 1:00 p.m. in the MUC Conference Room.
2. MUC Board meeting, Thursday, August 19th at 7:00 p.m. in the MUC Conference Room.

transfer station; Councilman McKeny seconded. Upon vote, Mayor Gessel declared the motion carried.

MUC Board Appointment:

Mayor Gessel requested a motion from Council to confirm his appointment of Martin Dougherty to the MUC Board with a term to expire August 17, 2001. Councilman Powell moved to confirm; Councilwoman Warren seconded. Upon vote, Mayor Gessel declared the motion carried.

Fire Chief Appointment:

Mayor Gessel requested a motion from Council to confirm his appointment of Steve Parsons as Fire Chief; Dwight Pettry had resigned from the position. Councilman Powell moved to confirm; Councilman Lester seconded. Upon vote, Councilman Barnette voted "Nay", Mayor Gessel declared the motion carried.

BEST LAWNS IN THE CITY:

Mayor Gessel requested each Ward Councilperson to turn into the Mayor's office a list of the best kept lawns and home appearances within their Ward. The Community News will run articles recognizing these homes and their home owners. Councilman Caudill recommended to present the home owners with a certificate.

DEPOT ON THE NATIONAL REGISTER OF HISTORIC PLACES:

Mayor Gessel announced that the Depot had been placed on the National Register of Historic Places. Upon completion of Mayor Gessel reading the following letter, there was a round of applause from those attendance:

West Virginia Division of
Culture and History

4 August 1997

City of St. Albans
1499 MacCorkle Avenue
St. Albans, WV 25711

Dear City of St. Albans,

We are pleased to inform you that your property:

St. Albans Chesapeake and Ohio Railroad Depot
St. Albans, Kanawha County

was entered in the National Register of Historic Places on July 7, 1997. Your property now comes under Federal protection, the specifics of which are described in the accompanying brochure.

Congratulations on this signal honor. If we can ever be of any assistance to you, pleasedo not hesitate to contact our office.

Sincerely,

William G. Farrar
Deputy State Historic
Preservation Officer

Enclosure

WGF:kmj

Mayor Gessel announced that Vera Ellis was in attendance tonight, and that she had done a lot of work in restoring the Depot. Mayor Gessel reported that there would be a Depot meeting

Payment to Commercial Business Systems for printer:

Councilman Reed moved for approval of payment to Commercial Business Systems for a HP laser printer in the amount of $536.00 to be paid from line item 409-30; Councilman Gessel seconded. Upon vote, Mayor Bassitt declared the motion carried.

Radio Equipment for Public Works & Parks Departments:

Police Lieutenant Rodney Jones stated he had done research on the purchasing of radio equipment. Copies of the quoted prices were distributed to members of Council. Lt. Jones explained the various frequencies and advantages the radios would be to the city departments.

Following discussion, Councilman Reed moved for approval to purchase the radios pending finding the available funds; Councilman McKeny seconded. Councilman Powell called for question on the motion. Upon vote, Mayor Bassitt declared the motion carried.

Councilman Gessel and Councilman Reed thanked Lt. Jones for the research he had done to provide Council with the information regarding the radios.

Purchase of storm drain pipes from WV Waste Water for Vine Street:

Councilman Reed moved for approval of purchase of storm drain pipes from West Virginia Waste Water for Vine Street in the amount of $2,200.00; Councilman Barnette seconded. Upon vote, Mayor Bassitt declared the motion carried.

Payment of invoices from Coal Severance Tax for repairs at Transfer Station:

Councilman Reed moved for approval of payment of invoices from Coal Severance Tax for repairs at Transfer Station: Cadle Sanitary Service in the amount of $247.50 and "84" Lumber in the amount of $300.19; Councilwoman Warren seconded. Upon vote, Mayor Bassitt declared the motion carried.

LETTERS & REPORTS:

Mayor Bassitt announced he had spoken to Charles Wilson, an engineer with the Kanawha County Schools. Mayor Bassitt stated he would get back with him next week regarding the design at Central Elementary School.

Mayor Bassitt questioned Councilman Dunlap if the rails at the underpass had been completed. Councilman Dunlap responded some were completed.

Mayor Bassitt stated the river bank project had started and should be completed sometime in January.

Mayor Bassitt requested Council's permission to sign up for a Street Sign Grant from West Virginia University Institute of Technology. WVUIT will give us $2,200.00 worth of signs for the city if we put one of our employees in a class for this Sign Program; they call them ROADS Scholars. Councilman McKeny moved for approval; Councilwoman Warren seconded. Upon vote, Mayor Bassitt declared the motion carried.

MUC APPOINTMENT:

Mayor Bassitt requested Council's approval to appoint Lawrence Sayre to the MUC Board with a term expiring August 16, 2000. Councilman Barnette moved to grant to appointment; Councilman Reed seconded. Upon question posed by Councilman Powell, Attorney Covert stated the terms to expire for the MUC Board were done incorrectly at some time in the past, and this appointment would correct that

mistake. After discussion and upon vote, Mayor Bassitt declared the motion carried.

RECYCLING BINS:

Mayor Bassitt requested the Public Works Committee, Ordinance Committee, and City Attorney look at an ordinance to try to eliminate the problem of residents not returning the recycling bins when they moved. This was going to cause the city problems in the future. Councilman Gessel moved to approve the Mayor's request; Councilwoman Warren seconded. Upon vote, Mayor Bassitt declared the motion carried.

HANSFORD SENIOR CENTER:

Mayor Bassitt stated the Fire Marshall had inspected the Hansford Senior Center and reported that the current fire alarm system was inadequate. Mayor Bassitt stated that Attorney Covert and himself were working on the problem, and he would have a report for Council at the next meeting. Attorney Covert stated there was a 15 day order for the Center to be closed. Attorney Covert stated he had been speaking with the State Fire Marshall, and as long as they knew we are working on the situation, there should be no problems. The estimated cost for bringing the Center to code would be approximately $3,000.00. Upon question posed by Councilwoman Warren, Attorney Covert stated the Fire Marshall knew we were in the process of preparing specs consistent with the documents sent to him. He further stated this system would have to go out for bids.

CITY POOL & FESTIVAL OF LIGHTS:

Councilman Powell stated members of Council should have copies of the city pool's financial report. As of July 31, 1995, we had lost almost $3,000 as of July 31, 1996, we are $3,500 ahead. David Cunningham has done a tremendous job managing the pool.

Councilman Powell reported that the Festival of Lights will open November 25th. November 25th, 26th, 27th, & 29th will be for reserved bus tours. It will open for the general public on November 30th. Santa Claus will arrive on December 7th. It will be closed December 24th & 25th and re-open for two days after Christmas. Upon question posed by Councilwoman Warren as to whether or not there would be a planned walk through city park during the Festival of Lights, Councilman Powell stated it was not mentioned, but he would bring it up at the next Festival of Lights meeting.

BILLY DUNN CREEK AREA:

Councilman McKeny questioned Mayor Bassitt on the status of the Billy Dunn Creek area. Mayor Bassitt stated the gentlemen from the state department who would be looking at the problems in that area was currently in the northern part of the state. However, he would contact the state department to see what could be done.

RASHID PROPERTY:

Councilwoman Ashley requested an update on the cleaning of the Rashid property. Mayor Bassitt stated it had been cleaned within the last week.

LAKEWOOD SCHOOL:

Councilwoman Ashley questioned if the Lakewood School property had come before the Kanawha County Commission. Attorney Covert stated there was a hearing on August 22, 1996; this is a hearing to designate the final hearing. The final/public hearing will take place September 19, 1996.

OLD CITY HALL:

Councilwoman Warren questioned the status of the selling of City Hall on Olde Main Plaza. Attorney Covert

$771.75 to be paid from line item 566-59-40; Councilman Barnette seconded. Upon vote, Mayor Bassitt declared the motion carried.

PAYMENT TO JASPER ENGINES FOR POLICE DEPARTMENT:

Councilman Reed moved for approval of payment to Jasper Engines in the amount of $913.00 for Police Department to be paid from line item 455-17; Councilman Gessel seconded. Upon vote, Mayor Bassitt declared the motion carried.

PARK & RECREATION COMMITTEE REPORT:

Councilman Powell moved to have City Clerk Burgess write a letter to Mr. Lloyd, with An Evening in the Park, notifying him to call Sherri at the park office and set up an appointment with the committee if he is interested in working out an agreement in using the amphitheater; Councilwoman Romeo seconded. Councilman Caudill requested members of Council be notified of the meeting so that they may attend. Upon vote, Mayor Bassitt declared the motion carried.

Councilman Powell reported that he had the schedule for Festival of Lights and requested that each Council member work at least two nights this year.

CENTRAL SCHOOL REPORT:

Mayor Bassitt reported that the engineers were looking at the property at Central School, and after preliminary applications, they would notify the Mayor of the cost of the project.

RASHID PROPERTY:

Mayor Bassitt reported that the Rashid Property was being cleaned up.

AMHERST INDUSTRIES:

Mayor Bassitt announced that Amherst Industries has agreed to use the clean fill dirt for City Park. City Clerk Burgess stated that the parking lot at the ball field could be expanded. Councilman Adkins stated the girls softball team was in need of a ball field, so the best thing that could be done would be to enlarge the current ball field.

MUC APPOINTMENT:

Mayor Bassitt requested a motion from Council to accept his appointment of*Mark Ellis to the MUC Board. Councilman Powell moved for approval; Councilman Adkins seconded. Mr. Ellis made a brief statement and upon vote, Mayor Bassitt declared the motion carried.

Mayor Bassitt submitted Martin Dougherty for Council's consideration as a MUC Board member appointment to be voted on at the next meeting.

MEETING WITH MR. RASHID:

Mayor Bassitt announced that he would be meeting with Mr. Rashid and his attorney in regards to the clean up of the property.

OLDE MAIN PLAZA:

Mayor Bassitt announced that the issues concerning the business owners on Olde Main Plaza were being addressed, and he would provide Council with a report at the next Council meeting.

REPORT ON BAPTIST CONVENTION AND HABITAT HOUSE:

Councilman McKeny reported that on October 14, 15, and 16 there will be several hundred visitors coming to St. Albans attending the West Virginia Baptist Convention at the First Baptist Church.

*Term to expire Aug. 17, 1998
Corrected 10/21/96

ARTICLE 153
Municipal Utility Commission

153.01 Created; composition; chairman.
153.02 Compensation; members reimbursed for expenses.
153.03 Powers and duties.
153.04 Annual request for authority to expend money.
153.05 Approval of budget.
153.06 Transfer of funds.
153.07 Right of eminent domain to acquire land.
153.08 Signatures on checks.
153.09 Administrative and/or supervisory compensation.

CROSS REFERENCES

Municipal waterworks systems - see W. Va. Code Art. 8-19
Combined waterworks and sewerage systems - see W. Va. Code Art. 8-20
Sewage works and sanitary districts - see W. Va. Code Art. 16-13
Continued absence of member from meetings - see ADM. 147.01

153.01 CREATED; COMPOSITION; CHAIRMAN.

There is hereby created and appointed a Municipal Utility Commission of the City, consisting of the Mayor and four other members to be appointed by the Mayor and approved by Council, all of whom shall have voting authority. Any proposed appointment to the Municipal Utility Commission shall be disclosed to Council at least one meeting prior to the appointment being voted upon by Council. One member shall be appointed to serve a term of one year; one member shall be appointed to serve a term of two years; one member shall be appointed to serve a term of three years; and one member shall be appointed to serve a term of four years. However, all appointments made subsequent to the enactment of this section shall be for a term of four years. The Chairman of the Commission shall always be the Mayor or, in the Mayor's absence, the Vice Mayor shall fulfill such obligations. The Mayor shall act as Chairman and Chief Executive Officer of the Commission and shall be responsible for the daily management of finances, personnel and operations, subject to the direction and approval of the Municipal Utility Commission. (Ord. 96-10. Passed 5-20-96.)

153.02 COMPENSATION; MEMBERS REIMBURSED FOR EXPENSES.

Members of the Board of Directors of the Municipal Utility Commission other than the Mayor, shall be compensated at the rate of seventy-five dollars ($75.00) per attendance at regular monthly meetings, total compensation per member not to exceed one thousand eight hundred dollars ($1,800) per annum. The Mayor shall not receive an additional fee for meetings in addition to the salary as established by ordinance. Each member of the Commission shall be entitled to payment for reasonable expenses incurred in the performance of his or her duties. (Ord. 98-05. Passed 3-2-98.)

153.06 TRANSFER OF FUNDS.

Council may, upon written request from the Municipal Utility Commission and for good cause shown, authorize the transfer of amounts between items of the total appropriation or between funds or accounts.
(1967 Code Sec. 2-52)

153.07 RIGHT OF EMINENT DOMAIN TO ACQUIRE LAND.

The Mayor, acting for and on behalf of the City, and the Municipal Utility Commission so acting, are each hereby authorized to exercise the right of eminent domain for the City in the name of and on behalf of the City, in such proceedings authorized by law, to acquire estates in land, including the fee, and easements and right of way to be used for the construction, operation, maintenance, repair, replacement and removal of public sanitary sewer lines and public storm sewer lines and for such equipment and facilities proper and necessary for the operation of a public sanitary sewer system and storm sewer system, or either of them, within the City.
(Unno. Res. Passed 3-31-80.)

153.08 SIGNATURES ON CHECKS.

All checks for any account of the Municipal Utility Commission shall bear the personal signature of the Mayor or a facsimile affixed by the City official appointed by the Mayor.
(Ord. 95-12. Passed 8-7-95.)

153.09 ADMINISTRATIVE AND/OR SUPERVISORY COMPENSATION.

An increase in compensation for any employee exercising administrative and/or supervisory responsibilities shall be ineffective and void without the prior written approval of Council.
(Ord. 95-13. Passed 8-7-95.)

City of St. Albans

P.O. BOX 1488 - ST. ALBANS, WEST VIRGINIA 25177

MAYOR
Jack Gessel
1499 MacCorkle Avenue
St. Albans, WV 25177

Telephone Numbers:
Mayor's Office . . (304) 727-2971
City Hall 722-3391
Police & Fire Depts. . . 727-2251
Building Department. . 727-2962
Parks & Recreation . . 722-4625
Public Works 722-4259

STATE OF WEST VIRGINIA
COUNTY OF KANAWHA
CITY OF ST. ALBANS

I, Barbara Cunningham, City Clerk of the City of St. Albans, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 99-11 regarding the MUC Water & Sewer Rates.

WITNESS MY HAND AND THE SEAL OF THE CITY OF ST. ALBANS, WEST VIRGINIA, this the 7th day of July A.D. 1999.

Barbara Cunningham
City Clerk
City of St. Albans, WV

25A

Ordinance No: 99-11

Introduced in Council: June 22, 1999

Passed by Council: July 6, 1999

AN ORDINANCE OF THE CITY OF ST. ALBANS AMENDING AND REENACTING THE ESTABLISHMENT AND FIXING OF RATES, CHARGES, FEES FOR RETURNED CHECKS, AND DELAYED PENALTY CHARGES FOR WATER AND SEWER SERVICE FOR CUSTOMERS OF THE WATER AND SEWER SYSTEMS OF THE CITY OF ST. ALBANS, KANAWHA COUNTY, WEST VIRGINIA

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Council of the City of St. Albans, West Virginia:

ARTICLE I

Establishing and Fixing Rates, Charges and Delayed Penalty Charges

The following schedules of rates, charges and delayed payment penalty charges shall be and they are hereby fixed and determined as the rates, charges and delayed penalty charges to be charged to and paid by customers of the water and sewer systems of the City of St. Albans throughout the entire territory served.

SECTION 1. SCHEDULES:

SEWER SCHEDULE NO. 1

(A) This Rate Schedule is to be effective September 1, 1999.

To be Effective September 1, 1999:

APPLICABILITY

Sewer rates applicable within & outside the corporate limits of St. Albans, Kanawha County, excluding the current customers of the Greater St. Albans PSD.

AVAILABILITY

Available for general domestic, commercial and industrial service.

COMMODITY CHARGE

(Based upon the metered amount of water supplied)

Rate per 1,000 gallons used per month $2.50 per 1,000 gallons

CUSTOMER CHARGE

Each monthly bill shall include a customer charge regardless of use or usage $5.63 per customer per month

MULTIPLE-OCCUPANCE

Apartment buildings and other multiple-occupance buildings shall be required to pay not less than the monthly average bill for each unit. Hotels and motels shall be exempt from this multiple-occupancy charge.

House trailers or mobile home courts served through a single meter shall be required to pay the monthly average bill multiplied by the number of units in place at the time the meter is read each month.

UNMETERED/UNMEASURED RATE $16.88 per month

In the event the water supply is unmetered or otherwise unmeasurable by the MUC, the unmetered rate shall be charged. (Based on 4,500 gallons used per month)

DELAYED PAYMENT PENALTY

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

SEWER CONNECTION CHARGE (TAP FEE) $300.00

The charge for making each service connection shall be $300.00

RECONNECTION SERVICE CHARGE $25.00

There shall be a reconnection charge paid prior to restoration of water service which had been previously disconnected for non-payment of sewer charges.

RETURNED CHECKS FOR INSUFFICIENT FUNDS $15.00

If a check received is returned by the bank for any reason, the bank's charge to the St. Albans MuC shall be the MUC's charge to the customer for such a bad check, but such charge to the customer shall not exceed $15.00.

INCREMENTAL COST $1.60 Per 1,000 Gallons

Rate per 1,000 Gallons to be used to bill customer leaks beyond historical average usage.

SEWER SCHEDULE NO. 2

(A) This Rate Schedule is to be effective upon the issuance of a Certificate of Substantial Completion by the City's consulting engineer for the proposed improvements to the wastewater treatment plant:

APPLICABILITY

Sewer rates applicable within & outside the corporate limits of St. Albans, Kanawha County, excluding the current customers of the Greater St. Albans PSD.

AVAILABILITY

Available for general domestic, commercial and industrial service.

COMMODITY CHARGE

(Based upon the metered amount of water supplied)

Rate per 1,000 gallons used per month $5.20 per 1,000 gallons

CUSTOMER CHARGE

Each monthly bill shall include a customer charge regardless of use or usage $5.50 per customer per month

MULTIPLE-OCCUPANCE

Apartment buildings and other multiple-occupance buildings shall be required to pay not less than the monthly average bill for each unit. Hotels and motels shall be exempt from this multiple-occupancy charge.

House trailers or mobile home courts served through a single meter shall be required to pay the monthly average bill multiplied by the number of units in place at the time the meter is read each month.

UNMETERED/UNMEASURED RATE $28.90 per month

In the event the water supply is unmetered or otherwise unmeasurable by the MUC, the unmetered rate shall be charged. (Based on 4,500 gallons used per month)

DELAYED PAYMENT PENALTY

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

SEWER CONNECTION CHARGE (TAP FEE) $300.00

The charge for making each service connection shall be $300.00.

RECONNECTION SERVICE CHARGE $25.00

There shall be a reconnection charge paid prior to restoration of water service which had been previously disconnected for non-payment of sewer charges.

RETURNED CHECKS FOR INSUFFICIENT FUNDS $15.00

If a check received is returned by the bank for any reason, the bank's charge to the St. Albans MuC shall be the MUC's charge to the customer for such a bad check, but such charge to the customer shall not exceed $15.00.

INCREMENTAL COST $1.60 Per 1,000 Gallons

Rate per 1,000 Gallons to be used to bill customer leaks beyond historical average usage.

WATER SCHEDULE NO. 1

(A) Effective upon the issuance of a Certificate of Substantial Completion by the City's consulting engineer for the proposed improvements to the wastewater treatment plant.

APPLICABILITY

Water rates applicable within & outside the corporate limits of St. Albans, Kanawha County.

AVAILABILITY

Available for general domestic, commercial, governmental, industrial and resale service.

RATES

(A) This Rate Schedule is effective upon the issuance of a Certificate of Substantial Completion by the City's consulting engineer for the proposed improvements to the wastewater treatment plant:

First	2,000 gallons used per month	$3.90 per 1,000 gallons
Next	3,000 gallons used per month	$3.50 per 1,000 gallons
Next	5,000 gallons used per month	$3.35 per 1,000 gallons
Next	20,000 gallons used per month	$3.30 per 1,000 gallons
Next	70,000 gallons used per month	$3.05 per 1,000 gallons
All Over	100,000 gallons used per month	$2.83 per 1,000 gallons

MINIMUM CHARGE

5/8 Inch Meter	$ 7.80 per month
3/4 Inch Meter	$ 11.70 per month
1 Inch Meter	$ 19.50 per month
1 1/4 Inch Meter	$ 28.47 per month
1 1/2 Inch Meter	$ 39.00 per month
2 Inch Meter	$ 62.40 per month
3 Inch Meter	$117.00 per month
4 Inch Meter	$195.00 per month
6 Inch Meter	$390.00 per month
8 Inch Meter	$624.00 per month

UNMETERED/UNMEASURED RATE $16.55 per month

In the event the water supply (residential) is unmetered or otherwise unmeasurable by the City, the unmetered rate shall be charged. (Based on 4,500 gallons used per month)

DELAYED PAYMENT PENALTY

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

WATER SERVICE CONNECTION CHARGE $300.00

The charge for making each service connection shall be $300.00 to make the connection to the water system.

RECONNECTION SERVICE CHARGE $25.00

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

RETURNED CHECKS FOR INSUFFICIENT FUNDS $15.00

If a check received is returned by the bank for any reason, the bank's charge to the St. Albans MUC shall be the Board's charge to the customer for such bad check, but such charge to the customer shall not exceed $15.00.

INCREMENTAL COST $1.60 per 1,000 Gallons

Rate per 1,000 Gallons to be used to bill customer leaks beyond historical average usage.

SECTION 2. The schedule of rates, charges, fees for returned checks, and delayed payment charges herein established and fixed shall become effective as specified in this Ordinance.

SECTION 3. A bill for service to a customer served hereunder, whenever delinquent, shall be a lien for the amount thereof upon the real property of the customer served, as provided by Chapter Sixteen, Article Thirteen, Section Sixteen of the West Virginia Code of 1931, as amended.

SECTION 4. All ordinances, resolutions and orders or parts thereof in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 5. The Mayor of the City of St. Albans and the Municipal Utility Commission of said City are hereby authorized and directed to have prepared and filed with the Public Service Commission of West Virginia, new tariffs or tariff sheets reflecting water and sewer service rates and charges as herein ordained and to perform all other acts required by the statutes and laws of this State and valid applicable rules and regulations promulgated by the Public Service Commission of West Virginia, to fully effectuate the provisions of this ordinance.

SECTION 6. The City Clerk is hereby authorized and directed to publish, and post as required by law, a notice of the proposed adoption of this ordinance as a Class II legal advertisement in compliance with the requirements of Chapter Eight, Article Eleven and Chapter Fifty-Nine, Article Three of the Code of West Virginia, one thousand nine hundred thirty-one, as amended, in the Charleston Gazette, and the Charleston Daily Mail, newspapers of general circulation in the city, with such notice stating the subject matter and title of the ordinance, the date, time and place of the council meeting which will consider the adoption of the ordinance, and such other information as may be required by law, and that any person interested may appear before the council on such date, the date being not less than five (5) days after the publication of said notice, at which time and place all parties and interests may be heard with respect to the adoption of this ordinance, and said notice shall be on file in the Office of the City Clerk, shall be posted at the Kanawha County Courthouse, and at the Municipal Utility Commission office building for review by interested persons during the regular office hours of such offices, and with such other information as the City Clerk may determine to be necessary.

This Ordinance will be effective upon second reading and adoption.

A public hearing regarding the rate increase provided by this Ordinance will be held on July 6, 1999, beginning at 7:00 o'clock p.m., in the City Council Chambers located at the corner of Sixth Avenue and B Street in the City of St. Albans, West Virginia.

This Ordinance will be introduced and read for the first time at a regular meeting of City Council held on June 22, 1999, at 7:30 o'clock p.m., and will be read a second time and considered for adoption at a regular meeting of the City Council to be held on July 6, 1999, at 7:30 o'clock p.m.

Passed on first reading June 22, 1999

Public hearing held on July 6, 1999

Second and final reading July 6, 1999

Jack Lessel
MAYOR

Barbara Cunningham
CITY CLERK

Charles Riffee
CITY ATTORNEY

991110com102199.wpd

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

At a session of the Public Service Commission of West Virginia, in the City of Charleston, on the 21st day of October, 1999.

CASE NO. 99-1110-WS-MA

CITY OF ST. ALBANS, a municipality.
Investigation and suspension of increase
in water and sewer rates and charges
as a result of a petition filed in accordance
with *West Virginia Code* §24-2-4b.

COMMISSION ORDER

PROCEDURE

On July 6, 1999, the City of St. Albans (St. Albans or City), a municipal corporation, St. Albans, Kanawha County, adopted an ordinance increasing its rates and charges to provide water and sewer service to customers inside and outside its corporate boundaries, to become effective September 1, 1999. St. Albans published a notice of these rates, and, pursuant thereto, on August 2, 1999, William R. Wright, Spokesperson for Water and Sewer Customers for the City of St. Albans, filed a petition protesting St. Albans' July 6, 1999 rate ordinance and alleging discrimination against the class of customers who practice usage conservation.

On August 2, 1999, pursuant to the protest and to West Virginia Code §24-2-4b, the Commission invoked its jurisdiction over St. Albans' rates and charges by entering the Commission Order Suspending Rates and Referring Proceeding (Order). On August 9, 1999, the administrative law judge (ALJ) issued a procedural schedule to resolve the matter, including an October 25, 1999 hearing date.

On September 2, 1999, St. Albans filed a Motion to Dismiss alleging that, since the petition fails to substantiate that the ordinance unfairly discriminates against certain customers, the Commission is not authorized to invoke jurisdiction over the rate ordinance.

In an Order Deferring Ruling on Motion to Dismiss, entered September 10, 1999, the ALJ, rather than ruling on the merits of the motion to dismiss, ordered that a ruling on the said motion be held in abeyance until the ALJ renders a written recommended decision in

the proceeding. The ALJ opined that it cannot be determined whether the rates unfairly discriminate against certain classes of customers until he has considered such forthcoming evidence as the Staff report, which may include a customer class cost of service study. Order Deferring Ruling on Motion to Dismiss, September 10, 1999.

On September 17, 1999, Staff filed exceptions to the ALJ's September 10, 1999 Order arguing the ALJ improperly deferred the ruling on the motion to dismiss. Staff requests that the Commission modify the ALJ decision to have the Commission review the sewer rates, but not the water rates, because only the sewer rates are being protested by the customers, even though the heading to the customer's petition references both water and sewer rates. Staff asserts that the water customers will receive an across-the-board increase, which is not discriminatory absent the performance of a customer class cost of service study.

DISCUSSION

The Commission has reviewed the City's proposed ordinance increasing rates and charges to provide water and sewer service to customers inside and outside its corporate boundaries. The Commission has also examined the petition protesting the rate ordinance filed by William R. Wright, Spokesperson for Water and Sewer Customers for the City. The Commission is of the opinion that the ALJ should have definitively ruled on the jurisdiction issue presented in the Motion to Dismiss. The Commission finds that there are sufficient allegations and evidence of discrimination to invoke its jurisdiction and to suspend the City of St. Albans' proposed sewer rate increase. As demonstrated by Rate Change Form No. 1, the proposed sewer rates would result in different percentage increases to residential, commercial, and industrial customers. Although this is not necessarily discriminatory, it is a sufficient allegation of discrimination to warrant the assertion of jurisdiction. However, the Commission is of the opinion that only the sewer rates are being protested by the customers, even though the heading to the customer's petition references both water and sewer rates. The petition does not allege that discrimination has occurred regarding water rates. Therefore, the Commission finds it reasonable to grant Staff's request to modify the administrative law judge's September 10, 1999 Order. The Commission's Order of August 2, 1999 properly suspended the protested sewer rates. The Commission will modify its suspension order concerning the proposed water rates.

FINDINGS OF FACT

1. On July 6, 1999, the City of St. Albans (St. Albans or City), a municipal corporation, St. Albans, Kanawha County, adopted an ordinance increasing its rates and charges to provide water and sewer service to customers inside and outside its corporate boundaries, to become effective September 1, 1999. City of St. Albans Sewer and Water Rate Ordinance, July 6, 1999.

Public Service Commission
of West Virginia
Charleston

2. On August 1,1999, William R. Wright, Spokesperson for Water and Sewer Customers for the City of St. Albans, filed a petition protesting St. Albans' July 6, 1999 rate ordinance alleging discrimination against the class of customers who practice usage conservation.

3. On August 2,1999, pursuant to the protest and to West Virginia Code §24-2-4b, the Commission invoked its jurisdiction over St. Albans' rates and charges by entering the Commission Order Suspending Rates and Referring Proceeding (Order).

4. On August 9, 1999, the ALJ issued a procedural schedule to resolve the matter, including an October 25, 1999 hearing date.

5. On September 2, 1999, St. Albans filed a Motion to Dismiss alleging that, since the petition fails to substantiate that the ordinance unfairly discriminates against certain customers, the Commission is not authorized to invoke jurisdiction over the rate ordinance.

6. On September 10, 1999, the ALJ, in an Order Deferring Ruling on Motion to Dismiss, ordered that a ruling on the Motion to Dismiss be held in abeyance until the ALJ renders a written recommended decision in the proceeding.

7. On September 17, 1999, Staff filed exceptions to the Recommended Decision, requesting that the Commission modify the ALJ decision and that the Commission only review the sewer rates as the water customers will receive an across-the-board increase, which is not discriminatory absent the performance of a customer class cost of service study.

CONCLUSIONS OF LAW

1. The Motion to Dismiss filed by St. Albans on September 2, 1999, was improperly deferred by the administrative law judge.

2. It is reasonable to modify the Order of September 10, 1999, which did not rule definitively on the question of jurisdiction.

3. There was sufficient allegation and evidence of discrimination to warrant Commission suspension of the sewer rates.

4. The petition does not allege discrimination has occurred regarding water rates. Therefore, the Commission's suspension order should be lifted concerning the proposed water rates.

Public Service Commission
of West Virginia
Charleston

ORDER

IT IS THEREFORE ORDERED that the Order Deferring Ruling on Motion to Dismiss of September 10, 1999, be and hereby is modified.

IT IS FURTHER ORDERED that the Commission appropriately invoked jurisdiction over the proposed sewer rates in its August 2, 1999 order.

IT IS FURTHER ORDERED that the Commission's order of August 2, 1999, is hereby modified to lift the suspension of the proposed water rates.

IT IS FURTHER ORDERED that the Executive Secretary shall be, and hereby is, directed to redesignate this case as Case No. 99-1110-S-MA and delete the reference to water rates and charges from the case description.

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

A True Copy, Teste:

Sandra Squire
Executive Secretary

ARC
BFE/lfg
991110c.wpd

PUBLIC SERVICE COMMISSION OF STATE VIRGINIA AT CHARLESTON

FINAL
12-7-99

Entered: November 17, 1999

CASE NO. 99-1110-WS-MA

CITY OF ST. ALBANS, a municipal corporation.

Investigation and suspension of increase in water and sewer rates and charges as a result of a petition filed in accordance with *West Virginia Code* §24-2-4b.

RECOMMENDED DECISION

PROCEDURE

On July 6, 1999, the City of St. Albans (St. Albans or City), a municipal corporation, St. Albans, Kanawha County, adopted an ordinance increasing its rates and charges to provide water and sewer service to its customers inside and outside its corporate boundaries, to become effective September 1, 1999. St. Albans published a notice of these rates, and, pursuant thereto, on August 2, 1999, William R. Wright, Spokesperson for Water and Sewer Customers for the City of St. Albans filed a petition with the Public Service Commission, protesting St. Albans's July 6, 1999 rate ordinance and alleging discrimination against the class of customers who now practice usage conservation. Pursuant to the protest and pursuant to *West Virginia Code (Code)* §24-2-4b, on August 2, 1999, the Commission invoked its jurisdiction over the municipal appeal by entering the Commission Order Suspending Rates and Referring Proceeding (Order).

By said August 2, 1999 Order, the Commission made St. Albans a Respondent to this proceeding and, pending investigation, hearing and decision in this matter, suspended the aforesaid rate ordinance and deferred the use of the rates and charges stated in the rate ordinance until 12:01 a.m., December 20, 1999, unless otherwise ordered by the Commission, to enable the Commission to examine and investigate the supporting data filed with the rate ordinance and to provide time for Commission Staff to make reports concerning the matters involved in this proceeding. Also, the Order referred this matter to the Division of Administrative Law Judges (ALJ Division) for decision on or before November 16, 1999, effectively 34 days prior to the end of the statutory suspension period. Finally, the Order directed that Commission Staff file its report on or before October 13, 1999.

On August 3, 1999, the Commission entered a Corrective Order, amending the suspension period end date from 12:01 a.m., December 20, 1999, until 12:01 a.m., December 29, 1999, and

amending the ALJ Division decision due date from November 16, 1999, until November 24, 1999, since November 26, 1999 is likely to be a holiday, effectively 35 days prior to the end of the statutory suspension period.

On August 9, 1999, Melissa K. Marland, Chief Administrative Law Judge, issued a Procedural Order appointing the undersigned Administrative Law Judge (ALJ), Ronnie Z. McCann, to review the grievances raised by the petitioners in this proceeding, to conduct a hearing and to issue a recommended decision on the matters involved in this proceeding. Responding to all of the above, on August 9, 1999, the ALJ issued a Procedural Order adopting a procedural schedule to process and resolve this matter, including a Monday, October 25, 1999 hearing date.

On September 2, 1999, St. Albans, by counsel, H. Wyatt Hanna, Esquire, filed a Motion to Dismiss with the Commission. St. Albans alleged that, since the petition fails to substantiate that the rate ordinance unfairly discriminates against a class of customers, the Commission is not authorized under the factual situation in the instant municipal proceeding to invoke jurisdiction over St. Albans' July 6, 1999 rate ordinance. Responding thereto, on September 10, 1999, the ALJ issued an Order Deferring Ruling on Motion to Dismiss. Responding to exceptions filed, on October 21, 1999, the Commission entered the Commission Order holding that the ALJ improperly deferred ruling on the September 2, 1999 Motion to Dismiss. The Commission modified the ALJ's September 10, 1999 Order Deferring Ruling on Motion to Dismiss by holding that, while the Commission had properly invoked its jurisdiction over the proposed sewer rate ordinance, it did not have jurisdiction over the water rate ordinance. The Commission lifted the suspension of the water rates contained in the ordinance.

On or about September 2, 1999, St. Albans also moved that the ALJ waive St. Albans' requirements to file prepared direct testimony and exhibits in this matter. The ALJ apparently overlooked this request and did not rule on this request. On October 15, 1999, St. Albans renewed this request. Responding thereto, on October 20, 1999, the ALJ issued a Procedural Order waiving St. Albans' requirement to prefile prepared direct testimony and exhibits.

On October 26, 1999, the ALJ convened the hearing as scheduled, noting that the only issue remaining to resolve was St. Albans' proposed sewer rates. One of the Protestants, William Wright, appeared at the hearing, *pro se*, to voice the interests of all of the Protestants; St. Albans appeared by counsel, H. Wyatt Hanna, Esquire; and Commission Staff appeared by counsel, Staff Attorney Meyishi Blair, Esquire.

The Protestant William Wright testified on behalf of the Protestants. Commission Staff and St. Albans represented that they had resolved their dispute and would present a post-hearing exhibit reducing to writing their agreement, including a stipulated revenue requirement and stipulated rates.

EVIDENCE

The only witness who testified at the hearing was the spokesman for the Protestants, William Wright. Though Mr. Wright acknowledged that St. Albans needed a rate increase for its sewer

operations, he believes that the proposed rates unduly discriminate against those who conserve water and others who use little water, especially the older folks and others on an inadequate fixed income. Mr. Wright organized the petition process, noting that he turned in two separate petitions signed only by St. Albans' customers with only one signature per household. About 80% of those signing the petition are elderly. Mr. Wright agreed to accept the stipulated settlement to be worked out between Commission Staff and St. Albans. (Tr., pp. 8-12).

On November 5, 1999, Staff Attorney Blair submitted the Post-Hearing Exhibit, comprised of a Joint Stipulation and Agreement for Settlement (Settlement) and attached rate schedules. The parties agreed substantially to the following:

> 11. After the hearing commenced and at the request of the Parties, the ALJ called a recess during which time the Parties negotiated a proposed settlement of all issues in dispute between them. As a result of extensive negotiations, the Parties agree that the pre-project revenues should be approximately $115,000 above the $53,396 amount that is stated in the revised report of Darrell Preece filed October 21, 1999. Further, the City agrees with the Staff that the post-project revenues should be $1,317,845 above going-level revenues as stated in the revised report of Darrell Preece filed on October 21, 1999. Finally, the City is in agreement with the changes that the Staff has proposed for its tariffs as set forth in the testimony of Michael Fletcher and in the proposed tariffs prepared by Diane Davis Calvert submitted with this settlement agreement, attached hereto as Appendix A.

H. Wyatt Hanna, counsel for St. Albans, and Staff Attorney Blair executed the Settlement on November 5, 1999. Appendix A, Schedule 1, contains the pre-project rates, comprised of a $3.05 monthly customer charge, a $2.72 per 1,000 gallons commodity charge and a $0.26 per 1,000 gallons leak adjustment charge. Appendix A, Schedule 2, contains the post-project rates, comprised of a $3.05 monthly customer charge, a $5.70 per 1,000 gallons commodity charge for the first 10,000 gallons of water used, a $4.00 per 1,000 gallons commodity charge for all water use above 10,000 gallons and a $0.34 per 1,000 gallons leak adjustment charge. (See, Post-Hearing Exhibit, filed November 5, 1999).

DISCUSSION

Having considered all of the above, since no dispute remains to be resolved in this proceeding, the ALJ will consider the parties to have waived their rights under *Code* §24-1-9(b) to file proposed findings of fact and conclusions of law, or briefs, in this proceeding.

Having considered all of the above, since the Protestants' spokesperson agreed to accept the settlement crafted between Commission Staff and St. Albans; and since Commission Staff and St. Albans have submitted a Joint Stipulation and Agreement for Settlement containing pre-project and post-project stipulated rates and stipulated revenue requirements, the ALJ holds that he will accept, adopt, ratify and approve the stipulated rates and stipulated revenue requirements set forth in the Joint

Stipulation and Agreement for Settlement, attached hereto as Appendix A, including the exhibits ched to the Settlement.

FINDINGS OF FACT

1. The City of St. Albans adopted an ordinance increasing its rates and charges to provide water and sewer service to its customers inside and outside its corporate boundaries, to become effective September 1, 1999. After publication, William R. Wright, Spokesperson for Water and Sewer Customers for the City of St. Albans, filed a petition with the Public Service Commission, protesting St. Albans's July 6, 1999 rate ordinance and alleging discrimination against the class of customers who now practice usage conservation. The Commission invoked its jurisdiction over the municipal appeal and deferred the use of the rates and charges stated in the rate ordinance until 12:01 a.m., December 20, 1999. (See, August 2, 1999 Commission Order).

2. The Commission lifted the suspension of the proposed water rates, leaving only the proposed sewer rates contained in the ordinance in issue. (See, October 21, 1999 Commission Order).

3. William R. Wright, the only Protestant appearing at the hearing, agreed to accept the settlement crafted by Commission Staff and St. Albans. (See, Testimony of William R. Wright, Tr., pp. 8-12).

4. Commission Staff and St. Albans submitted a Joint Stipulation and Agreement for Settlement containing the following substantive statement:

> 11. After the hearing commenced and at the request of the Parties, the ALJ called a recess during which time the Parties negotiated a proposed settlement of all issues in dispute between them. As a result of extensive negotiations, the Parties agree that the pre-project revenues should be approximately $115,000 above the $53,396 amount that is stated in the revised report of Darrell Preece filed October 21, 1999. Further, the City agrees with the Staff that the post-project revenues should be $1,317,845 above going-level revenues as stated in the revised report of Darrell Preece filed on October 21, 1999. Finally, the City is in agreement with the changes that the Staff has proposed for its tariffs as set forth in the testimony of Michael Fletcher and in the proposed tariffs prepared by Diane Davis Calvert submitted with this settlement agreement, attached hereto as Appendix A.

(See, Post-Hearing Exhibit).

5. The parties agreed to two sets of rates, the first to be effective until St. Albans completes a proposed project and the second to become effective once the project is operating. (See, Post-Hearing Exhibit).

6. Appendix A, Schedule 1, contains the pre-project rates, comprised of a $3.05 monthly ustomer charge, a $2.72 per 1,000 gallons commodity charge and a $0.26 per 1,000 gallons leak adjustment charge. Appendix A, Schedule 2, contains the post-project rates, comprised of a $3.05 monthly customer charge, a $5.70 per 1,000 gallons commodity charge for the first 10,000 gallons of water used, a $4.00 per 1,000 gallons commodity charge for all water use above 10,000 gallons and a $0.34 per 1,000 gallons leak adjustment charge. (See, Post-Hearing Exhibit).

CONCLUSION OF LAW

For all of the reasons set forth in Finding of Fact Nos. 2 through 6, it is reasonable to approve the stipulated pre-project and post-project rates and revenue requirements for St. Albans as contained in Appendix A attached to this Recommended Decision.

ORDER

IT IS, THEREFORE, ORDERED that the rate ordinance passed by the City of St. Albans on July 6, 1999, proposing to increase the rates and charges St. Albans charges for providing public sewer service, be, and it hereby is, set aside.

IT IS FURTHER ORDERED that the Joint Stipulation and Agreement for Settlement, attached hereto as Appendix A, including the exhibits incorporated therein and appended thereto, be, and it hereby is, accepted, adopted, approved and ratified as the proper resolution of this proceeding.

IT IS FURTHER ORDERED that the pre-project revenue requirement and rates, set forth in Appendix A, Schedule 1, attached hereto, be, and they hereby are, approved for all service St. Albans renders after 12:01 a.m., December 20, 1999.

IT IS FURTHER ORDERED that, within thirty (30) days of this Recommended Decision becoming final, St. Albans shall file with the Commission an original and at least five (5) copies of a proper tariff setting forth the pre-project rates hereby approved.

IT IS FURTHER ORDERED that the post-project revenue requirement and rates, set forth in Appendix A, Schedule 2, attached hereto, be, and they hereby are, approved for all service St. Albans renders after placing in service the project referenced in the Joint Stipulation and Agreement for Settlement.

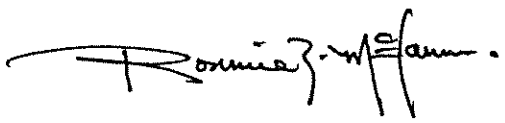
IT IS FURTHER ORDERED that, within thirty (30) days of placing in service the project referenced in the Joint Stipulation and Agreement for Settlement, St. Albans shall file with the Commission an original and at least five (5) copies of a proper tariff setting forth the post-project rates hereby approved.

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

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

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

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



Ronnie Z. McCann
Deputy Chief Administrative Law Judge

RZM:s
991110ad.WPD

BEFORE THE PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA

CHARLESTON

CASE NO. 99-1110-S-MA

CITY OF ST. ALBANS,
a municipal corporation.
Investigation and suspension of increase in sewer rates and charges as a result of a petition filed in accordance with West Virginia Code §24-2-4b.

JOINT STIPULATION AND AGREEMENT FOR SETTLEMENT

INTRODUCTION

Pursuant to West Virginia Code §24-1-9(f) and Rule 13.4 of the Commission's Rules of Practice and Procedure, the City of St. Albans ("City" or "St. Albans"), a municipal corporation, and the Staff of the Public Service Commission of West Virginia ("Staff") (collectively known as "Parties") join in this Joint Stipulation and Agreement for Settlement ("Joint Stipulation").

By entering into this Joint Stipulation, the Parties seek to offer to the Commission a proposed recommendation for the settlement of all issues in dispute between the City and the Staff concerning the pending municipal appeal case regarding the City's sewer rates and charges.

PROCEDURE

1. On July 6, 1999, the City of St. Albans, a municipal corporation, St. Albans, Kanawha County, adopted an ordinance increasing its rates and charges to provide water and sewer service to its customers residing inside and outside its corporate boundaries, to become effective September 1, 1999.

2. On August 2, 1999, William R. Wright, Spokesperson for Water and Sewer Customers for the City of St. Albans filed a petition with the Public Service Commission alleging discrimination against the class of customers who now practice usage conservation. Pursuant to the August 2, 1999 petition and pursuant to the auspices of West Virginia Code §24-2-4b, the Commission invoked its jurisdiction over the water and sewer rates of the City by entering an order on August 2, 1999, which suspended the rates and referred the matter to the Division of Administrative Law Judges for disposition and decision. Among other things, this order made St. Albans a Respondent to the proceeding and deferred the use of the rates and charges stated in the rate ordinance until 12:01 a.m., December 20, 1999, unless ordered by the Commission, to enable the Commission to

examine and investigate the supporting data filed with the rate ordinance and to provide time for Commission Staff to make reports concerning the matter.

3. On August 3, 1999, the Commission entered a Corrective Order which amended the suspension period end date in this matter from 12:01 a.m., December 20, 1999, until 12:01 a.m., December 29, 1999. The Corrective Order also amended the decision due date from November 16, 1999, until November 24, 1999.

4. In a Procedural Order entered on August 9, 1999, the Chief Administrative Law Judge appointed an Administrative Law Judge (ALJ) to review the grievances raised by the petition in this proceeding, to conduct a hearing and to issue a recommended decision. In response to this appointment, the ALJ issued an order on August 9, 1999, which established a procedural schedule for the orderly processing of this case. The ALJ scheduled this matter for evidentiary hearing to be held on October 25, 1999.

5. On September 2, 1999, the City of St. Albans, by its counsel, filed a Motion to Dismiss and a Motion to Waive the Requirement for Filing Prepared Direct Testimony. In the Motion to Dismiss, the City argued that since the petition failed to substantiate that the rate ordinance unfairly discriminates against a class of customers, the Commission is without authority to invoke jurisdiction over the City's July 6, 1999 rate ordinance.

6. On September 10, 1999, the ALJ entered an Order Deferring Ruling On Motion To Dismiss. The ALJ held in abeyance his ruling on the Motion to Dismiss until he rendered a written recommendation in the municipal appeal proceeding. The ALJ's September 10, 1999 order did not address the Motion to Waive the Requirement for Filing Prepared Direct Testimony.

7. Exceptions to the ALJ's September 10, 1999 order were filed by Commission Staff on September 17, 1999, and on October 4, 1999, the City filed a Response to Exceptions Filed by the Commission Staff. On October 21, 1999, the Commission issued an order which, inter alia, affirmed the Commission's suspension of the City's sewer rates and charges, but lifted the suspension of the City's water rates and charges.

8. As directed by the Commission's August 2, 1999 order in this case, on October 13, 1999, Staff filed the direct testimony of Michael Fletcher and the reports, exhibits and memoranda of Darrell Preece, Joseph Marakovits and Diane Davis Calvert. On October 21, 1999, Staff filed the revised reports, exhibits and memorandum of Darrell Preece and Joseph Marakovits along with the report of Diane Davis Calvert regarding the City's proposed sewer rates.

9. In addition to the testimony, reports, exhibits and memoranda filed by the Staff, the City and the Staff undertook extensive discovery which included the on-site, comprehensive review of the City's financial books, records and operations and the supplying of information through both formal and informal requests being made on the City. The Parties also engaged in extensive discussions relating to various issues in dispute.

10. The October 25, 1999 hearing commenced as scheduled. The following appearances were noted for the record. Mr. H. Wyatt Hanna, III, Esquire, appeared on behalf of the City of St.

Albans; Miss Meyishi Blair, Esquire, Staff Attorney, appeared on behalf of Commission Staff; and, Mr. William R. Wright, Spokesperson, appeared on behalf of the water and sewer customers of the City of St. Albans who had signed the petition that served as the basis for the municipal appeal. Mr. Wright did not seek intervenor status but merely made a statement for the record.

THE PROPOSED SETTLEMENT

11. After the hearing commenced and at the request of the Parties, the ALJ called a recess during which time the Parties negotiated a proposed settlement of all issues in dispute between them. As a result of extensive negotiations, the Parties agree that the pre-project revenues should be approximately $115,000 above the $53,396 amount that is stated the revised report of Darrell Preece filed October 21, 1999. Further, the City agrees with the Staff that the post-project revenues should be $1,317,845 above going-level revenues as stated in the revised report of Darrell Preece filed on October 21, 1999. Finally, the City is in agreement with the changes that the Staff has proposed for its tariffs as set forth in the testimony of Michael Fletcher and in the proposed tariffs prepared by Diane Davis Calvert submitted with this settlement agreement, attached hereto as Appendix A.

PROCEDURAL MATTERS

12. This Joint Stipulation is entered into subject to the acceptance and approval of the Administrative Law Judge and the Commission. It results from a review of the City's financial books and records as well as a review of the City's sewer operations. This Joint Stipulation is being proposed as a resolution of the municipal appeal case and is a result of compromises by the Parties and modifications to their respective positions. These compromises and modifications to the Parties' respective positions are being made without any admission or prejudice to any position which the parties may adopt during subsequent litigation.

13. The Parties are of the opinion that the Joint Stipulation is in the public interest and adopt the same without adopting any of the compromise positions set forth herein as rate making principles applicable to future regulatory proceedings. The Parties acknowledge that it is the prerogative of the Commission to accept, reject or modify any agreement or joint stipulation for settlement. In the event that the Joint Stipulation is modified or rejected by the Commission, it is expressly understood by the parties that they are not bound to accept the Joint Stipulation as modified or rejected and may avail themselves of whatever rights are available to them under the law and the Commission's Rules of Practice and Procedure.

WHEREFORE, the Parties respectfully request that the Commission make appropriate findings of fact and conclusions of law adopting and approving the Joint Stipulation in its entirety, including any attachments thereto.

Respectfully submitted this 5th day of November, 1999,
THE STAFF OF THE PUBLIC SERVICE
COMMISSION OF WEST VIRGINIA
By Counsel,

MEYISHI BLAIR, Esq.
Staff Attorney, WV Bar#360
Public Service Commission of West Virginia
Post Office Box 812
Charleston, West Virginia 25323

H. WYATT HANNA, III, Esq.
Hanna & Bonham
Attorneys At Law
Post Office Box 8070
South Charleston, West Virginia 25303

STALSET

Appendix A
Schedule 1

CITY OF ST. ALBANS - Sewer Operations
CASE NO. 99-1110-WS-MA
STIPULATED RATES
PRE-PROJECT

Applicability

Sewer rates applicable within and without the corporate limits of St. Albans, Kanawha County, excluding the Greater St. Albans Public Service District

Availability

Available for general domestic, commercial and industrial service

Customer Charge

$3.05 per month

Commodity Charge

Based on metered water usage
All usage per month $2.72 per 1,000 gallons

Unmetered Water Usage Charge

Based on 4,500 gallons $15.29 per month

Leak Adjustment

$0.26 per 1,000 gallons
To be applied in accordance with Rule 4.3.7 of the Rules and Regulations for the Government of Sewer Utilities

Delayed Payment Penalty

The above rates are net. For any account not paid in full within twenty (20) days, a ten percent (10%) penalty may be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each bill where it is appropriate.

Sewer Connection Charge

$300

Reconnection Charge

$25

Returned Check Charge

If a check received is returned by the bank for any reason, the bank's charge to the St. Albans Municipal Utility Commission shall be the charge to the customer, but such charge to the customer shall not exceed $15.00.

**Note no change in Storm Sewer Drain section of current tariff*

Appendix A
Schedule 2

CITY OF ST. ALBANS - Sewer Operations
CASE NO. 99-1110-WS-MA
STIPULATED RATES
POST-PROJECT

Effective upon Completion of Construction - Case No. 99-0924-S-CN

Applicability

Sewer rates applicable within and without the corporate limits of St. Albans, Kanawha County, excluding the Greater St. Albans Public Service District

Availability

Available for general domestic, commercial and industrial service

Customer Charge

$3.05 per month

Commodity Charge

Based on metered water usage
First 10,000 gallons used per month $5.70 per 1,000 gallons
Over 10,000 gallons used per month $4.00 per 1,000 gallons

Unmetered Water Usage Charge

Based on 4,500 gallons $28.70 per month

Leak Adjustment

$0.34 per 1,000 gallons
To be applied in accordance with Rule 4.3.7 of the
Rules and Regulations for Government of Sewer Utilities

Delayed Payment Penalty

The above rates are net. For any account not paid in full within twenty (20) days, a ten percent (10%) penalty may be added to the net current amount unpaid. This delayed payment penalty is not interest and is only to be collected once for each bill where it is appropriate.

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**Note no change in Storm Sewer Drain section of current tariff*

The regular meeting of the City Council of the City of St. Albans, West Virginia, was held in Council Chambers, 51 Sixth Avenue, Tuesday, June 22, 1999. Mayor Gessel called the meeting to order at 7:35 p.m.

PRESENT:

Mayor Jack Gessel
Councilman Bob Barnette
Councilman George Hartman
Councilwoman Q. D. Wood
Councilwoman Sandra Ashley
Councilman Tom McKeny
Councilman Jerry Cogar
Councilwoman Patty Chandler
Councilman Dick Cobb
Councilman Paul Ennis
Councilwoman Helen Warren
Councilman John Caudill

Charles Riffee, City Attorney (7:40 p.m.)
Barbara Cunningham, City Clerk
Veronica A. Westfall, City Recorder
Jim Wesolowski, MUC General Manager
Woodrow Ritenour, Building/Zoning Official
Adeline Skelton, City Treasurer
Steve Parsons, Fire Chief
James Agee, Police Sergeant

ABSENT:

Councilman Bill Powell (Knee Surgery)
Orville Browning, Director of Public Works (Out of town)
Marjorie Gerichten, Senior Services Director
Don Hill, City Park Superintendent
Homer Clark, Police Chief

INVOCATION AND PLEDGE OF ALLEGIANCE:

Councilman Hartman gave the invocation, and Councilman Ennis led the Pledge of Allegiance.

AMENDMENT TO AGENDA:

Councilman Ennis moved to amend the agenda to add as item #4 under New Business, "Voluntary Water Conservation"; Councilwoman Warren seconded. Upon vote, Mayor Gessel declared the motion carried.

APPROVAL OF THE MINUTES OF THE REGULAR COUNCIL MEETING HELD ON JUNE 7, 1999:

Mayor Gessel asked if there were any additions or corrections to the minutes of the regular Council meeting held on June 7, 1999. Being none, Councilman Caudill moved, seconded by Councilwoman Warren, the minutes be approved as presented. Upon vote, Mayor Gessel declared the motion carried.

SERGEANT AGEE TO PRESENT DARE CERTIFICATES:

Sergeant Agee stated that a couple of weeks ago, the St. Albans Police Department, in conjunction with Kmart and Belvil Elementary PTO, held the DARE program "Race Against Drugs". Sergeant Agee stated that St. Albans DARE program and the Belvil Elementary PTO organization will receive funding from the Kmart Family Foundation for DARE and other school programs. John Seekland, manager of Kmart, and Loretta Thompson, supervisor in charge of the program, and Betty Hilbert, Belvil Elementary representative, received certificates from Sergeant Agee for their efforts during the "Race Against Drugs" program. Mr. Seekland stated that the Belvil Elementary volunteers did an excellent job. Mr. Seekland gave a special thanks to Sergeant Agee and the Police Department who helped organize this program. Mr. Seekland stated that the DARE officers offered a positive role model for the youth of the community.

ORDINANCES REGARDING MUC WATER & SEWER RATES:

Mayor Gessel called on Attorney Riffee to present the ordinance for first reading. Attorney Riffee read the caption of the following ordinance (The ordinance is on file in the Clerk's Office):

AN ORDINANCE OF THE CITY OF ST. ALBANS AMENDING AND REENACTING THE ESTABLISHMENT AND FIXING OF RATES, CHARGES, FEES FOR RETURNED CHECKS, AND

DELAYED PENALTY CHARGES FOR WATER AND SEWER SERVICE FOR CUSTOMERS OF THE WATER AND SEWER SYSTEMS OF THE CITY OF ST. ALBANS, KANAWHA COUNTY, WEST VIRGINIA.

Councilman McKeny moved, seconded by Councilwoman Chandler, the ordinance be approved. Karen Boles, MacQueen Boulevard, stated that she had concerns about the rate increase and asked if the ordinance could be read or could copies be distributed. City Clerk Cunningham stated that there would be a public hearing prior to the next Council meeting, copies of the ordinance would be available at City Hall, and provided Mrs. Boles with a copy of the ordinance. Councilwoman Warren questioned if the motion should be amended stating there will be a public hearing held on July 6th at 7:00 p.m. for public comment. Mayor Gessel stated that was going to be part of his announcements. Councilwoman Warren stated that she still felt it should be part of the motion. Wyatt Hanna, MUC Attorney, stated that the public hearing date was part of the ordinance. Attorney Hanna stated that there were numerous notification requirements that have to be adhered to as part of this process. Attorney Hanna stated that if the ordinance is approved on first reading tonight, he would have to, within 5 days, place a legal publication in the Charleston newspapers specifically detailing the amount of the various increases as well as setting forth the ordinance itself for review, as well as advising the public that there will be a public hearing on July 6th at 7:00 p.m. In addition to that, copies of the proposed rate and impact will be posted in conspicuous places. Once the ordinance passes second reading, the ordinance will have to be republished as well as a press release advising the public that they can protest the rate increase before the Public Service Commission. Attorney Hanna stated that there would be numerous opportunities for the public to make any comments. Attorney Hanna stated that he would answer any legal questions members of Council may have, and Mr. Griffith, the accountant for the MUC, Mr. Wesolowski, and members of the MUC Board were also present to answer any questions.

Eddie Bassitt questioned what the minimum bill would be increased to. Mr. Wesolowski stated that he would discuss the rate increase in detail with anyone who wanted to meet with him in his office. In response to Mr. Bassitt's question, the rate increase would be a two step process. The first step would be to increase the sewer bill. This increase would begin September 1st and the minimum sewer bill based on 2,000 gallons of use would be $10.63. Mr. Wesolowski stated that this is a new rate structure. For example, if a family was gone for a month's vacation, their minimum bill would be a customer charge of $5.63, and the cost per 1,000 gallons would be based on every 100 gallons used. Mr. Wesolowski stated that for 2,000 gallons it would be $10.63, which is $16.87 combined water and sewer. Mr. Wesolowski stated that even after the first step increase, the MUC was still substantially lower than any other providers in the area.

The second step would be to increase the water rate because the MUC will begin source water protection to protect the Coal River, which affects the water supply. That minimum bill would go from $6.24 to $7.80. Mr. Wesolowski stated that the minimum sewer bill would go to $15.90 at that time. Mr. Wesolowski stated that the second step would begin at completion of the plant construction which should be by August 1, 2001.

Councilman McKeny suggested for Mr. Wesolowski to explain the reasons behind the rate increase. Mr. Wesolowski stated that the MUC, as well as several other municipalities, were served with a lawsuit by the American Canoe Association because of the wastewater treatment facility being out of compliance. Mr. Wesolowski stated that after months of litigation, a settlement was reached with the American Canoe Association. Mr. Wesolowski stated that the Board had spent many hours reviewing the best technologies suited for the treatment plant, and they have worked diligently to keep the rate increase as low as possible and still meet compliance. If the treatment plant is not brought into compliance, then the MUC could face penalties of up to $72 million. {This matter was explained in detail at the May 3, 1999 Council meeting.}

Councilman Ennis stated that it was his understanding that if City Council did not approve the rate increase in order for the treatment plant to be in compliance, then the courts would take over and do it for them. Attorney Hanna responded that was an alternative. The first step would be severe fines and then the courts could take over the project, which is a worse case scenario. Councilman Ennis stated that he understood that,

he just wanted those in attendance to be aware of what could happen if this rate increase is not approved. Attorney Hanna stated that if the MUC is placed in receivership then the courts would impose rate increases, which would not be subject to a public hearing or review from the Public Service Commission.

Mayor Gessel stated that everyone involved with this project had been working very diligently trying to come up with the best rate for the citizens and keep the rate increase as low as possible. Mayor Gessel stated that he would like to commend them for their efforts.

Following further discussion, Councilwoman Warren moved to amend the motion to include the public hearing date; Councilman Ennis seconded. Upon vote of the motion to approve the ordinance on first reading and to hold a public hearing prior to the next Council meeting, which will be July 6th at 7:00 p.m., Mayor Gessel declared the motion carried.

ORDINANCE REGARDING LIQUOR LICENSE FEE:

Mayor Gessel called on Attorney Riffee to present the ordinance for second reading. Attorney Riffee read the caption of the following ordinance:

ORDINANCE AMENDING AND RE-ENACTING 785.01 OF THE CITY CODE, CHANGING THE LIQUOR LICENSE FEE TO COMPLY WITH WEST VIRGINIA CODE 60-3A-12(a) AND (e). AND TO ADD A PENALTY PROVISION FOR VIOLATION OF THE SAME.

Councilman Ennis moved for adoption; Councilman Caudill seconded. Upon vote, Mayor Gessel declared the motion carried.

PERMISSION TO AUTHORIZE THE MAYOR TO SIGN GRANT WITH KANAWHA COUNTY COMMISSION FOR FUNDS RECEIVED TO REPAIR PFAFF STREET TENNIS COURTS:

Mayor Gessel presented the following:

KANAWHA COUNTY COMMISSION
FISCAL YEAR 1998-99

SPECIFIC REQUIREMENTS

The Kanawha County Commission is allocating up to $4,750 from its Fiscal Year 1998-99 General Fund to the City of St. Albans to repair and upgrade the Parks & Recreation Tennis Courts. Should the project not receive 100% funding, the Kanawha County Commission's contribution will not exceed 50% of the total funding received. A letter stating the total amount of funding received for this project is to be submitted to the Kanawha County Commission Purchasing Department before any funds will be released.

All rules and regulations of the Kanawha County Commission Purchasing Department shall be followed in the expenditure of these funds.

Upon receipt of a statement that 100% of the funding has been secured, the properly acquired and approved invoices and a letter from City of St. Albans requesting that the invoices be paid or reimbursement be made, the County Commission will pay for expenses incurred on this project in an amount not to exceed $4,750.

CERTIFICATION OF COMPLIANCE

I hereby acknowledge the aforementioned Specific Requirements and certify to their compliance in the expenditure of these monies. I also hereby acknowledge that any funds expended in contravention of federal or state laws and regulations and these Specific Requirements, that may be identified as an audit exception requiring repayment, will be the sole responsibility of the recipient organization and not the Kanawha County Commission.

_____
Project Director {Mayor}

_____
Agency {City of St. Albans}

_____
Date

The City Council of the City of St. Albans, West Virginia, conducted a Public Hearing to discuss the MUC Rate Ordinance on Tuesday, July 6, 1999. Being a quorum of Council present, Mayor Gessel called the hearing to order at 7:05 p.m.

PRESENT:

Mayor Jack Gessel	Charles Riffee, City Attorney
Councilman Bob Barnette	Barbara Cunningham, City Clerk
Councilman George Hartman	Veronica A. Westfall, City Recorder
Councilman Jerry Cogar	Adeline Skelton, City Treasurer
Councilman Tom McKeny	Orville Browning, Director of Public Works
Councilwoman Patty Chandler	Jim Wesolowski, MUC General Manager
Councilwoman Helen Warren	Wyatt Hanna, MUC Attorney
Councilman John Caudill	Doug Schmidt, Dunn Engineers
Councilman Paul Ennis (7:10 p.m.)	Michael Griffith, MUC CPA
Councilman Bill Powell (7:10 p.m.)	Homer Sweeney, MUC Commissioner
	Mark Ellis, MUC Commissioner
	Martin Dougherty, MUC Commissioner

RESIDENTS IN ATTENDANCE

Betty Keiffer	935 Lexington Drive
Ida Gessel	2020 McKinley Avenue
Margaret Bassitt	850 South Walnut Street
Bill Wright	2124 Grant Avenue
Angie Vealey	2413 Harrison Avenue
Mary Lou Lemon	2737 Forrestal Avenue
L. M. Gray	2630 Morrell Avenue
Shawn Strain	933 Stone Drive
Bob Daniel	2747 Roosevelt Avenue
Desper Lemon	2737 Forrestal Avenue
Christina Redekapp	5 Nilan Drive, Hurricane
Eddie Bassitt	850 South Walnut Street
Paul Neidbalski	34 River Park Circle
Billy R. Keefer	Spruce & Lincoln

DISCUSSION REGARDING MUC RATE ORDINANCE:

Mr. Wesolowski, MUC General Manager, stated that the purpose of the public hearing tonight was to get public input on the proposed rate increase. Mr. Wesolowski stated that a sign in sheet had been provided, and individuals wishing to speak, must have indicated so on said sign in sheet. Mr. Wesolowski stated that the length of time allocated was determined by the number of people wishing to speak and each speaker will have 2 ½ minutes to address City Council and the MUC Project Team. The MUC Project Team consists of the following: Jim Wesolowski {MUC General Manager}, Wyatt Hanna {Attorney}, Doug Schmidt {Dunn Engineers}, and Michael Griffith {CPA}. Mr. Wesolowski stated that Attorney Hanna would present the necessity of the rate increase, and then the public may make any comments regarding the rate ordinance. Mr. Wesolowski stated that the MUC Project Team would make note of any questions and answer them after the public has had an opportunity to make their comments.

Wyatt Hanna, MUC Attorney:

I would like to point out to those in attendance that there are several of the MUC Board Commissioners present—Homer Sweeney, Martin Dougherty, and Mark Ellis. I do not see Commissioner Sayre. I just wanted to point out that there are several members of the Utility Commission present. Basically, what I am going to do is give a very brief overview of why we are here, give you some background information, and then turn the floor over for public comment.

The City of St. Albans and the MUC was subject to a consent degree which was filed in the circuit court of Kanawha County, West Virginia by the West Virginia Division of Environmental Protection. This civil action alleged that the City was in violation of the West Virginia Water Pollution Control Act by failing to comply with state water quality standards and effluent limitations for discharging pollutants into the

Kanawha River. This had been a long standing problem with our facility. One of the other allegations was that we had failed to comply with previous administrative orders concerning effluent limitations.

As a result of this action, we were required to make certain improvements to our waste water treatment plant. I want to add that we were not alone in this action; there were a number of actions brought on a state wide basis against a number of public service districts as well as municipalities. Locally, Dunbar was named a defendant, Martinsburg, Morgantown, Princeton, Kieser, Grafton, Crab Orchard, McArther Public Service District, Green Valley and Glenn Wood Public Service District, so it was not the City of St. Albans alone; there were a number of entities that were subject to this enforcement action. I will state for the record that of those entities involved in this litigation, the number of reported violations by our facility were less than anyone else. We had approximately 21 alleged violations that were ultimately part of the consent order and they range 21 on the low end to upwards of 60 violations by some of the other entities. As a result of this consent decree, we were required to pay certain civil penalties, and we entered into an agreement to provide the DEP with quarterly reports.

In addition to the state action, we were also subject to a private third party action in the federal court system, which basically patterned the state action, but alleged violations of federal law, which the penalties were much more strenuous in federal litigation as opposed to state litigation. As a result of the federal action, we entered into a consent order with the third party, and agreed to basically the same terms we had under the state order, which was to make improvements to our waste water treatment plant.

The Board has been diligently working to address the problem even before the legal actions. They were aware there were problems and that there were things that had to be done. The consent order actually mandated that we commit those to certain time frames and that we meet those dead lines. One of the things we were required to do was to file an application for a Certificate of Convenience and Necessity with the Public Service Commission by July 1st. We have complied with that deadline, and we filed for a project in the neighborhood of $16 million, which again, was based on plans and specifications that our consulting engineer did in conformance with the consent order. The rate ordinance that is before you this evening, basically, is to support the mandated improvements.

I know you may have a lot of questions. The publication notice that appeared in the paper gave the breakdown for the various percentage of classes, and I'm sure that some of you have questions as to how that was allocated, and at the conclusion of the public comment period, Mr. Griffith, or myself, or Mr. Schmidt would be glad to answer any questions. One of the things I want to state, as far as this situation we find ourselves in, is that it is not an unusual one. The group that brought the third party action had actually filed other actions in other states where the penalties were far in excess of what the MUC was required to pay or any of the other state defendants. We are lucky there that in regards to the federal litigations, we didn't have to pay any additional civil penalties; we did have to pay some legal expenses.

That is a very broad overview of why we are here and the reason for the increase of rates. I feel at this time it would be appropriate to go ahead and open the floor for public comment, and then we will answer any questions you may have at the conclusion.

Bill Wright, 2124 Grant Avenue:

What concerns me is the way this is taking place. The water rates going up is 25 percent across the board. You use the water, you pay. Unlike the sewer rates, which really hits people that can least afford the most. If the average home owner is very conservative on water and on a fixed income, and they watch their water usage, and they try to keep their water usage to 2,000 gallons , their percentage of rate increase is 172.3 percent as compared to somebody else, according to this, at 4,500 gallons average is 127 percent. But what I'm saying, is the people who can afford this the least, you're hitting the most, and the people who can afford it the most, you're hitting the least. This increase should have been a flat percentage increase across the board and forget about it. I don't care who says what, this is wrong.

Angie Vealey, 2413 Harrison Avenue:

I understand, with the regulations, the increases that are necessary to do the improvements to the wastewater treatment plant. I had a couple of questions. One is that in the notice, it states that there will be a 25 percent increase on the water rates for waste water treatment plant improvements, and I don't understand why my water rates are going up to pay for sewer treatment plant improvements. Secondly, I know the City of St. Albans provides services to Greater St. Albans Public Service District, and I just wondered if the district was also going to experience any type of increases as a result of these waste water treatment plant improvements.

On the interim rate increase that is to take effect on September 1st, I would just like to know what that additional revenue would be spent on. I understand what the increase in the water and sewer rates are going to be spent on after the bonds are issued and the improvements are done to the waste water treatment plant. I would just like to know what the additional revenues are going to be spent on with the interim rate increase.

Eddie Bassitt, 850 South Walnut Street:

My name is Eddie Bassitt and I used to be the Mayor. I think I need to take the time to answer a couple of Angie's questions. When I first became Mayor, I knew of the sewer problems, and no pun intended, I cleaned out our basement for more than 20 years of raw sewage, so I really know about the problem first hand. Paying for this project, when I was the Mayor, without the tax payers money or the usual increase became a problem. With this thought in mind, I set out to get the money to do the rehab of the sewers and to do the improvements to the water company. This resulted in the creation of Chapman Technical, which became our engineers and the St. Albans fire rating went from a Class VI to a Class IV, which resulted in the lower fire rates for each resident. Because of the water, Ordnance Park had new sewer lines installed. Council was told that this was an expenditure to stop all problems for the next 20 years. Abiding by water and sewer regulations, the cost of the total project was fully designed at $9 million. The GSAPSD would borrow the money from the Water Development Authority, pay off the notes, and these notes were always paid until Hoppy Shores was elected county commissioner, and he told the other two commissioners that Mr. Gregory simply had to go. One Saturday night, the GSAPSD hired Mr. Gregory at a salary of $50,000. I knew then as now, that system could not afford a general manager at that price. It did go into receivership after they failed to make payments on their notes, but remember the PSC had a show cause order issued as to why they needed a general manager even though they could not pay their bills. This knocked the plan in the head for St. Albans to take over GSAPSD, which would have given us extra cash to run our system. The improvements I accomplished were hard fought for with a Board who wanted to micromanage the system, but they could not figure out how to control me and keep me from doing anything constructive. The only thing they could figure out was that I could vote in case of a tie, so they made sure that most of my suggestions were voted down. In simple terms, I could only comply with the things that were being demanded of the water and sewer system. I never got to vote, and when Council gave me the right to vote, that made all the difference.

I simply think we need to do the rate increase, because we have no choice. If this rate increase is not passed then this water company will end up in a receivership situation. If this happens, it will not be too long before it becomes a part of the West Virginia American Water Company. I know and I think we need this increase.

Bill Wright, 2124 Grant Avenue:

This rate increase we are talking about, especially the 172 percent, that billing goes from $5.84 to $15.90. A lot of people say so what, that's only $10, but to some people that $10 is bread and milk for a month. Stop and think about that.

Billy Keefer, Spruce & Lincoln:

People are going to move out of the City if you keep raising rates.

Mac Gray, 2630 Morrell Avenue:

What is the average consumption of water for households in the City? Is sewer rate based on water usage?

Mayor Gessel closed the floor for public comments and turned the hearing over to Mr. Wesolowski and the MUC Project Team to answer questions.

Jim Wesolowski, MUC General Manager:

Mr. Bill Wright had some concerns, comments and questions regarding the rate structure of the sewer, which is a commodity charge and a consumer charge or customer charge. I would like Mr. Griffith to address these issues.

Michael Griffith, MUC CPA:

One of the things we had to look at was the need to come up with a fair allocation of the cost, and to try to be as fair as we can to everyone. Having the blocking structure the same for sewer and water is not necessarily the fair way to allocate cost, because the demands on the sewer system are different than the demands on the water system. A customer charge/commodity charge method of sewer rates and charges is a new and most fair way that state wide sewer systems are going to when you don't have a very large industrial customer, which St. Albans does not. When you go to customer charge/commodity charge, the customer charge is specifically designed to cover administrative costs, which are not related to how much flow or water usage. That is what the customer charge covers. That is simply the total administrative cost divided by the number of bills. When you look at the commodity charge, you have to determine the demand each particular customer puts on the system. In a sewer system, it is more directly related to the total amount of water going to the treatment plant, which includes more than just water coming from households, businesses, and industries. The more fair way is a flat across the board per thousand gallons of usage per customer. One of the other reasons for the percentage change is that the past sewer rates were set up incorrectly.

Mr. Wesolowski:

The next speaker was Angie Vealey. She had three questions: 1)Why a 25 percent water increase was being requested for the year 2001 insomuch that it was a sewer related project; 2)Would GSAPSD be participating in the rate increase; 3) What would the interim increase funds be used for. Mr. Griffith would you address the first question.

Mr. Griffith:

The past history of rate increases has been to allocate any new debt service equally to water and sewer, no matter if it was a water or sewer project. It should be more accurately split between what is actually being affected by the new project. In this case, it is mostly a sewer project; however, we have allocated 12 percent of the debt service of this project to water because it directly impacts the water quality on the river and in the area of the treatment facility.

Mr. Wesolowski:

I would like to add that the Source Water Protection Act that has been implemented in West Virginia requires public water suppliers to implement source water protection programs, which would also indicate asking public sewer systems to control overflows, illegal spills, etc. That money was allocated to water since it is source water protection. The second question on the rate increases, could Mr. Hanna or Mr. Griffith address this.

Attorney Hanna:

GSAPSD is not affected by this current increase because we have an operating agreement with that entity, where there is a contracted rate. There may be a potential merger situation, and in the event the merger does not happen, it is the Board's position that they will go back to GSAPSD and re-negotiate the contracted rate, which will result in a higher rate for them. This is not a tariff rate, it is a contracted rate. Negotiations are ongoing, but the Board could see something regarding the merger within the next 60-90

days. Any merger between these entities would not result in additional costs to our customers.

Mr. Wesolowski:

The Board has instructed me to move forward with negotiations to negotiate a new contract and/or a merger. It has always been the Boards position that the GSAPSD residents will pay their fair share. The other question was regarding what the additional monies would be spent on. Mr. Griffith I believe you have that document.

Mr. Griffith:

We set up an interim schedule of rates because customers better adjust to a stepping into an increase over a period of time. Additionally, we looked at the budget, and for the sewer to operate and survive, we established rates that would meet those needs. A couple of items included were enough capital additions for water and sewer to ensure we could continue to do everything that we need to do, and some improvements to customer service; improvements the general manager is planning for before the project is completed. We did not want to increase the amount and build up a big cash fund; that's not the Board's objective.

Mr. Wesolowski:

Part of the going level expenses that we have that are quite costly is the ongoing I&I rehabilitation program. The total capitalization of the project is replacing many of the lines in the existing system to larger lines to handle more capacity. Much of the increase in the interim area is to keep rehabilitating the system while the capitalization of the project is being completed.

Most of the $16 million project is going to the plant, and we will use all the existing infrastructure except for the chlorine contact chamber and the trickling filter. The rest of the existing infrastructure at the plant will be used with some additional technology built in. What is important to note is that there will be four significant areas within the existing collection system that will be upgraded. This should help discontinue flooding of homes. The other part of the project is to route all of the flow of the Riverlake section and the Riverbend section across the river on the west side of the Coal River. Carry that flow away from those areas that are flooded in the Riverlawn area all the way down Pennsylvania Avenue and pick up 177 new customers and eliminating three package plants, which will clean up the Coal River, which is directly impacting our ability to treat water. It will also be able to serve the junior high school as well.

I believe the next speaker was Eddie Bassitt, and although he gave a presentation, I'm not too sure he had any questions. I would like to mention that regarding the 1990 project upgrade, which he indicated should last 20 years, we have all been in this business a long time, and we would like for those projects to last 20 years. There have been previous upgrades that did not accomplish all the tasks that we wanted them to do because we did not address the total real issues that were affecting the MUC, and that is capacity and decaying underground infrastructure. In reference to the general manager of GSAPSD being hired at $50,000, my response is that they did not pay it. They are in receivership.

The next speaker was Mac Gray, who wanted to know what the average usage was for St. Albans. Mr. Griffith do you have that information.

Mr. Griffith:

The average for our system is 4,300 gallons.

Mr. Wesolowski:

Let me address Mr. Wright's comments. He had very valid and real observations and comments, such as the $10 difference. It is very impactive to families, and the Board and PSC has provisions to work with them. We will also be helping people with water conservation. The MUC has been publishing quarterly newsletters in the ST. ALBANS MONTHLY for about two years. The Board is certainly sensitive to that issue. In comparison, the MUC is still significantly lower, even with the increase, than surrounding areas. The customers were also given a two year notice of the increase. The

rates we are asking for in the rate ordinance are as high as they are going to go. We know, with the GSAPSD negotiations, the year 2001 rates will be modified to a lower level than being proposed in the rate ordinance. We can't go up on rates under the ordinance, but we can go down. Same with the minimum bill. With the September 1st increase, the minimum bill combined is $16.87, and that is lower than anyone's existing minimum bill. In the year 2001, the minimum bill, assuming 2,000 gallons of usage, will be $23.70, and we will still have one of the lowest rates.

Mr. Eddie Bassitt stated that similar public hearings require the public participants' name, address and place of employment. By stating the place of employment, the record would show any "stacked" group of participants either in favor or opposed to the issue. For the record, Mr. Bassitt stated he was employed at Quick Deliver, Co.

ADJOURNMENT:

Mayor Gessel declared the public hearing closed at 7:45 p.m.

Jack Gessel
MAYOR

Barbara Cunningham
CITY CLERK

The regular meeting of the City Council of the City of St. Albans, West Virginia, was held in Council Chambers, 51 Sixth Avenue, Tuesday, July 6, 1999. Due to the length of the Public Hearing, Mayor Gessel called the meeting to order at 7:56 p.m.

PRESENT:

Councilman Bob Barnette
Councilman George Hartman
Councilman Tom McKeny
Councilman Jerry Cogar
Councilwoman Patty Chandler
Councilman Paul Ennis
Councilwoman Helen Warren
Councilman Bill Powell
Councilman John Caudill
Mayor Jack Gessel

Charles Riffee, City Attorney
Barbara Cunningham, City Clerk
Veronica A. Westfall, City Recorder
Adeline Skelton, City Treasurer
Debbie Oxley, Receptionist
Orville Browning, Director of Public Works
Woodrow Ritenour, Building/Zoning Official
Jim Wesolowski, MUC General Manager
Marjorie Gerichten, Senior Services Director

ABSENT:

Councilwoman Q. D. Wood (Out of town)
Councilwoman Sandra Ashley (Out of town)
Ward 6 Council {Vacant}
Don Hill, City Park Superintendent
Homer Clark, Police Chief
Steve Parsons, Fire Chief

INVOCATION AND PLEDGE OF ALLEGIANCE:

Councilman McKeny gave the invocation, and Councilwoman Chandler led the Pledge of Allegiance.

AMENDMENT TO AGENDA:

Councilman Caudill moved to amend the agenda to add as item #3 under Finance Committee Reports & Recommendations "Coal Severance Tax Fund Budget Revision"; Councilman McKeny seconded. Upon vote, Mayor Gessel declared the motion carried.

APPROVAL OF THE MINUTES OF THE REGULAR COUNCIL MEETING HELD ON JUNE 22, 1999:

Mayor Gessel asked if there were any additions or corrections to the minutes of the June 22, 1999 Council meeting. Being none, Councilman Caudill moved, seconded by Councilman Barnette, the minutes be approved as presented. Upon vote, Mayor Gessel declared the motion carried.

ORDINANCE REGARDING MUC WATER & SEWER RATES:

Mayor Gessel called on Attorney Riffee to present the ordinance for second reading. Attorney Riffee read the caption of the ordinance (The ordinance is on file in the Clerk's Office):

AN ORDINANCE OF THE CITY OF ST. ALBANS AMENDING AND REENACTING THE ESTABLISHMENT AND FIXING OF RATES, CHARGES, FEES FOR RETURNED CHECKS, AND DELAYED PENALTY CHARGES FOR WATER AND SEWER SERVICE FOR CUSTOMERS OF THE WATER AND SEWER SYSTEMS OF THE CITY OF ST. ALBANS, KANAWHA COUNTY, WEST VIRGINIA.

Councilman McKeny moved for adoption; Councilman Ennis seconded. Councilwoman Warren stated that this was a very important issue that Council was voting on and requested a roll call vote. The roll call vote is as follows:

Roll Call Vote

	Aye	Nay
Councilman Barnette	X	
Councilman Hartman	X	
Councilwoman Wood (Absent)		
Councilwoman Ashley (Absent)		
Councilman McKeny	X	
Councilman Cogar	X	

Councilwoman Chandler	X	
Council (Ward 6 Vacant)		
Councilman Ennis	X	
Councilwoman Warren	X	
Councilman Powell	X	
Councilman Caudill	X	
TOTAL	9	0

With the vote being nine (9) "Ayes", zero (0) "Nays", two (2) absent, and one (1) Council vacancy, Mayor Gessel declared the motion carried and the ordinance adopted.

ORDINANCE REGARDING THE ADMINISTRATIVE RESUBDIVISION OF LOTS 85, 86, 87 & 58 OF HIGHLAND ADDITION (1236 & 1240 HIGHLAND DRIVE):

Mayor Gessel called on Attorney Riffee to present the ordinance for second reading. Attorney Riffee read the following ordinance caption (The ordinance appears in its entirety on pages 69 – 71):

ORDINANCE APPROVING THE RESUBDIVISION OF LOTS 85, 86, 87 AND 58 HIGHLAND ADDITION TO THE CITY OF ST. ALBANS, WEST VIRGINIA

Councilman Ennis moved for adoption; Councilwoman Chandler seconded. Upon vote, Mayor Gessel declared the motion carried.

LOOP PHARMACY REQUESTS PERMISSION TO RUN A PHONE LINE UNDER OLDE MAIN PLAZA:

Mayor Gessel reported that Bill McFarland's, with Loop Pharmacy, request to run a phone line under Olde Main Plaza had been tabled at the previous Council meeting, and a motion was needed to remove this item from the table to open it for discussion. Councilman Hartman moved to remove this item from the table; Councilman McKeny seconded. Upon vote, Mayor Gessel declared the motion carried.

Attorney Riffee reported that he had been working with Mr. McFarland regarding this matter. Attorney Riffee stated that when Mr. McFarland provides him with a copy of the map with the plat of where the line will be located, an easement will be prepared. Attorney Riffee stated that Council can take no action until the easement is prepared and recommended to table the matter until such time the easement can be brought before Council. Councilwoman Warren moved to table; Councilman Powell seconded. Upon vote, Mayor Gessel declared the motion carried.

REQUEST PERMISSION TO SEND LETTER TO CITIZEN'S PARTY TO FILL COUNCIL VACANCY IN WARD 6:

Councilman McKeny moved to direct the Mayor to send a letter to the Citizen's Party requesting three names of qualified individuals to fill Dick Cobb's position as Council representative for Ward 6; Councilwoman Warren seconded. Upon vote, Mayor Gessel declared the motion carried.

REQUEST TO SEND TRAFFIC ITEMS TO THE ORDINANCE COMMITTEE:

Councilman Ennis moved, seconded by Councilman McKeny, the following items be referred to the Ordinance Committee:

a. No parking east side of Poplar Street from top of the hill (Parsons Street) to Kanawha Terrace
b. Four-way stop on McKinley Avenue & Vine Street
c. No left turn from Fifth Street onto Third Avenue

Councilman Ennis stated that the Public Safety Committee realizes that four-way stops are not designed to control speeding, however, the signs do slow traffic down. Councilman Ennis stated that the Public Safety Committee hopes that the Ordinance Committee will act in favor of these requests. Councilwoman Warren questioned the problem with turning left from Fifth Street onto Third Avenue. Councilman Hartman stated that if a person was turning left and had traffic backed up across the tracks and a

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AFFIDAVIT OF PUBLICATION

State of West Virginia,

I, Sandra Legg of

THE CHARLESTON GAZETTE, A DAILY DEMOCRATIC NEWSPAPER,

published in the city of Charleston, Kanawha County, West Virginia, do solemnly swear that the annexed notice of:

NOTICE TO RESIDENTS

was duly published in said paper(s) during the dates listed below, and was posted at the front door of the court house of said Kanawha County, West Virginia, on the 28TH day of JUNE 1999. Published during the following dates: 06/26/99-07/03/99

Subscribed and sworn to before me this 7 day of July 1999.

Printers fee $ 784.24

Lynn R. Fielder
Notary Public of Kanawha County, West Virginia

2

NOTICE

NOTICE TO RESIDENTS OF THE CITY OF ST. ALBANS, KANAWHA COUNTY, WEST VIRGINIA, AND OTHER PERSONS INTERESTED

At a regular meeting of the Council of the City of St. Albans held on June 22, 1999, the Council passed on first reading: **AN ORDINANCE OF THE CITY OF ST. ALBANS AMENDING AND REENACTING THE ESTABLISHMENT AND FIXING OF RATES, CHARGES, FEES FOR RETURNED CHECKS, AND DELAYED PENALTY CHARGES FOR WATER AND SEWER SERVICE FOR CUSTOMERS OF THE WATER AND SEWER SYSTEMS OF THE CITY OF ST. ALBANS, KANAWHA COUNTY, WEST VIRGINIA.**

A certified copy of the Rate Ordinance is available for examination by any interested person at the office of the Municipal Utility Commission of the City of St. Albans located at 1499 MacCorkle Avenue, St. Albans, West Virginia, during regular business hours.

The final sewer rate increase, after completion of the proposed project, will produce approximately $1,420,222.00 in additional revenues, an increase from current revenues of 120.2%.

The water rate increase, after completion of the proposed project, will produce approximately $273,763.00 in additional revenues, an increase from current revenues of 24.8%.

The average monthly bill for the various class of sewer and water customers will be changed as follows:

SEWER

SEWER INCREASE			CURRENT	POST PROJEC PROPOSED	$$ CHANGE	PERCENT
REVENUES			$1,181,213	$2,601,435	$1,420,222	120.2%
RATES						
RESIDENTIAL	0	MGAL	$ 5.84	$ 5.50	$ (0.34)	-5.8%
	1	MGAL	$ 5.84	$ 10.70	$ 4.86	83.2%
	2	MGAL	$ 5.84	$ 15.90	$ 10.06	172.3%
	3	MGAL	$ 8.58	$ 21.10	$ 12.52	145.9%
AVERAGE	4.3	MGAL	$ 12.14	$ 27.86	$ 15.72	129.5%
	4.5	MGAL	$ 12.69	$ 28.90	$ 16.21	127.7%
COMMERCIAL	0	MGAL	$ 5.84	$ 5.50	$ (0.34)	-5.8%
	4.5	MGAL	$ 12.69	$ 28.90	$ 16.21	127.7%
COMM.AVERAGE	9.8	MGAL	$ 26.73	$ 56.46	$ 29.73	111.2%
	10	MGAL	$ 27.26	$ 57.50	$ 30.24	110.9%
GOV'T. AVERAGE	27.7	MGAL	$ 71.51	$ 149.54	$ 78.03	109.1%
	50	MGAL	$ 128.46	$ 265.50	$ 137.04	106.7%
INDUSTRIAL	50	MGAL	$ 128.46	$ 265.50	$ 137.04	106.7%
RESALE	NO INCREASE PROPOSED					0.0%

WATER

WATER INCREASE			CURRENT	POST PROJECT PROPOSED	$$ CHANGE	PERCENT
REVENUES			$1,104,926	$1,378,689	$ 273,763	24.8%
RATE						
RESIDENTIAL	0	MGAL	$ 6.24	$ 7.80	$ 1.56	25.0%
	1	MGAL	$ 6.24	$ 7.80	$ 1.56	25.0%
	2	MGAL	$ 6.24	$ 7.80	$ 1.56	25.0%
	3	MGAL	$ 9.04	$ 11.30	$ 2.26	25.0%
AVERAGE	4.3	MGAL	$ 12.68	$ 15.85	$ 3.17	25.0%
	4.5	MGAL	$ 13.24	$ 16.55	$ 3.31	25.0%
COMMERCIAL	0	MGAL	$ 6.24	$ 7.80	$ 1.56	25.0%
	4.5	MGAL	$ 13.24	$ 16.55	$ 3.31	25.0%
COMM. AVERAGE	9.8	MGAL	$ 27.50	$ 34.38	$ 6.88	25.0%
	10	MGAL	$ 28.04	$ 35.05	$ 7.01	25.0%
GOVT.AVERAGE	27.7	MGAL	$ 74.77	$ 93.46	$ 18.69	25.0%
	50	MGAL	$ 129.64	$ 162.05	$ 32.41	25.0%
INDUSTRIAL	50	MGAL	$ 129.64	$ 162.05	$ 32.41	25.0%

A public hearing and second reading will be held before the Council in the Council Chambers located at the corner of 6th Avenue and B Street, in the City of St. Albans, West Virginia, on July 6, 1999, beginning at 7:00 o'clock p.m., and any person or persons interested may appear before the Council and be heard as to whether or not the Ordinance should be put into effect. All suggestions and objections will be heard by the Council.

The proposed Tariff is as follows:

SEWER SCHEDULE NO. 1

(A) This Rate Schedule is to be effective September 1, 1999. To be Effective September 1, 1999:

APPLICABILITY

Sewer rates applicable within & outside the corporate limits of St. Albans, Kanawha County, excluding the current customers of the Greater St. Albans PSD.

AVAILABILITY

Available for general domestic, commercial and industrial service.

COMMODITY CHARGE

(Based upon the metered amount of water supplied) Rate per 1,000 gallons used per month $2.50 per 1,000 gallons

Each monthly bill shall include a customer charge regardless of use or usage $5.63 per customer per month

MULTIPLE-OCCUPANCE

Apartment buildings and other multiple-occupance buildings shall be required to pay not less than the monthly average bill for each unit. Hotels and motels shall be exempt from this multiple- occupancy charge.

House trailers or mobile home courts served through a single meter shall be required to pay the monthly average bill multiplied by the number of units in place at the time the meter is read each month.

UNMETERED/UNMEASURED RATE

$16.88 per month

In the event the water supply is unmetered or otherwise unmeasurable by the MUC, the unmetered rate shall be charged. (Based on 4,500 gallons used per month)

DELAYED PAYMENT PENALTY

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

SEWER CONNECTION CHARGE (TAP FEE)

$300.00

The charge for making each service connection shall be $300.00

RECONNECTION SERVICE CHARGE

$25.00

There shall be a reconnection charge paid prior to restoration of water service which had been previously disconnected for non- payment of sewer charges.

RETURNED CHECKS FOR INSUFFICIENT FUNDS

$15.00

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

INCREMENTAL COST

$1.60 Per 1,000 Gallons

Rate per 1,000 Gallons to be used to bill customers for second block of sewer usage.

SEWER SCHEDULE 2

(A) This Rate Schedule is to be effective upon the issuance of a Certificate of Substantial Completion by the City's consulting engineer for the proposed improvements to the wastewater treatment plant:

APPLICABILITY

Sewer rates applicable within & outside the corporate limits of St. Albans, Kanawha County, excluding the current customers of the Greater St. Albans PSD.

AVAILABILITY

Available for general domestic, commercial and industrial service.

COMMODITY CHARGE

(Based upon the metered amount of water supplied) Rate per 1,000 gallons used per month $5.20 per 1,000 gallons

CUSTOMER CHARGE

Each monthly bill shall include a customer charge regardless of use or usage $5.50 per customer per month

MULTIPLE-OCCUPANCE

Apartment buildings and other multiple occupance buildings shall be required to pay not less the average bill for each unit. Hotels and motels shall be exempt from this multiple occupancy charge.

House trailers or mobile home courts served through a single meter shall be required to pay the monthly average bill multiplied by the number of units in place at the time the meter is read each month.

$28.90 per month

UNMETERED/UNMEASURED RATE

In the event the water supply is unmetered or otherwise unmeasurable by the MUC, the unmetered rate shall be charged. (Based on 4,500 gallons used per month)

DELAYED PAYMENT PENALTY

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

$300.00

SEWER CONNECTION CHARGE (TAP FEE)

The charge for making each service connection shall be $300.00.

$25.00

RECONNECTION SERVICE CHARGE

There shall be a reconnection charge paid prior to restoration of water service which had been previously disconnected for non-payment of sewer charges.

$15.00

RETURNED CHECKS FOR INSUFFICIENT FUNDS

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

$1.60 Per 1,000 Gallons

INCREMENTAL COST

Rate per 1,000 Gallons to be used to bill customer leaks beyond historical average usage.

WATER SCHEDULE NO. 2

(A) Effective upon the issuance of a Certificate of Substantial Completion by the City's consulting engineer for the proposed improvements to the wastewater treatment plant.

APPLICABILITY

Water rates applicable within & outside the corporate limits of St. Albans, Kanawha County.

AVAILABILITY

Available for general domestic, commercial, governmental, industrial and resale service.

RATES

(A) This Rate Schedule is effective upon the issuance of a Certificate of Substantial Completion by the City's consulting engineer for the proposed improvements to the wastewater treatment plant:

First	2,000	gallons used per month	$3.90	per 1,000	gallons
Next	3,000	gallons used per month	$3.50	per 1,000	gallons
Next	5,000	gallons used per month	$3.35	per 1,000	gallons
Next	20,000	gallons used per month	$3.30	per 1,000	gallons
Next	70,000	gallons used per month	$3.05	per 1,000	gallons
All Over	100,000	gallons used per month	$2.83	per 1,000	gallons

5/8	Inch Meter	$ 7.80 per month
3/4	Inch Meter	$ 11.70 per month
1	Inch Meter	$ 19.50 per month
1 1/4	Inch Meter	$ 28.47 per month
1 1/2	Inch Meter	$ 39.00 per month
2	Inch Meter	$ 62.40 per month
3	Inch Meter	$117.00 per month
4	Inch Meter	$195.00 per month
6	Inch Meter	$390.00 per month
8	Inch Meter	$624.00 per month

UNMETERED/UNMEASURED RATE

$16.55 per month

In the event the water supply (residential) is unmetered or otherwise unmeasurable by the City, the unmetered rate shall be charged. (Based on 4,500 gallons used per month).

DELAYED PAYMENT PENALTY

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

$300.00

WATER SERVICE CONNECTION CHARGE

The charge for making each service connection shall be $300.00 to make the connection to the water system.

$25.00

RECONNECTION SERVICE CHARGE

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

$15.00

RETURNED CHECKS FOR INSUFFICIENT FUNDS

If a check received is returned by the bank for any reason, the bank's charge to the St. Albans MUC shall be the Board's charge to the customer for such bad check, but such charge to the customer shall not exceed $15.00.

$1.60 per 1,000 Gallons

INCREMENTAL COST

Rate per 1,000 Gallons to be used to bill customer leaks beyond historical average usage.

Dated this 23rd day of June, 1992.

BARBARA CUNNINGHAM
City Clerk

(416175)

CHARLESTON NEWSPAPERS
P.O. Box 2993
Charleston, West Virginia 25330
Billing 348-4898
Classified 348-4848
1-800-WVA-NEWS

LEGAL ADVERTISING INVOICE

INVOICE DATE	01/27/00
ACCOUNT NBR	060170003
SALES REP ID	0075
INVOICE NBR	708968001

M

BILLED TO

CITY OF ST. ALBANS
PO BOX 1488
1499 MACCORKLE AVENUE
ST ALBANS WV 25177

Please return this portion with your payment. AMOUNT PAID: _____

Make checks payable to: Charleston Newspapers

CHARLESTON NEWSPAPERS
P.O. Box 2993
Charleston, West Virginia 25330
Billing 348-4898
Classified 348-4848
1-800-WVA-NEWS
FEIN 55-0676079

INVOICE DATE	01/27/00
ACCOUNT NBR	060170003
SALES REP ID	0075
INVOICE NBR	708968001

Legal pricing is based upon 63 words per column inch at a rate of $.0925 per word.
Each successive insertion is discounted by 25% of the first insertion rate ($.069375 per word).

ISSUE DATE	AD TYPE	PUB	DESCRIPTION / REFERENCE NBR PURCHASE ORDER #	AD NUMBER	AD SIZE / TOTAL RUN	RATE	GROSS AMOUNT	NET AMOUNT
01/26	LEGF	GZ	ORDINANCES 2 708968002	L433028	1X1025 10.25	5.82	59.70	
01/26	LEGF	DM	ORDINANCES 2 708968002	L433028	1X1025 10.25	5.82	59.70	119.40
			TOTAL INVOICE AMOUNT					119.40

State of West Virginia,

AFFIDAVIT OF PUBLICATION

I, Sandra Legg of

THE CHARLESTON GAZETTE, A DAILY DEMOCRATIC NEWSPAPER,
THE DAILY MAIL, A DAILY REPUBLICAN NEWSPAPER,

published in the city of Charleston, Kanawha County, West Virginia, do solemnly swear that the annexed notice of:
ORDINANCES 2
was duly published in said paper(s) during the dates listed below, and was posted at the front door of the court house of said Kanawha County, West Virginia, on the 27TH day of JANUARY 2000. Published during the following dates: 01/26/00-01/26/00
Subscribed and sworn to before me this 28 day of January
Printers fee $ 119.40

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
LYNN R. FIELDER
3245 PUTNAM AVE.
HURRICANE, WV 25526
My Commission Expires December 11, 2005

Lynn R Fielder

29

LEGAL ADVERTISEMENT

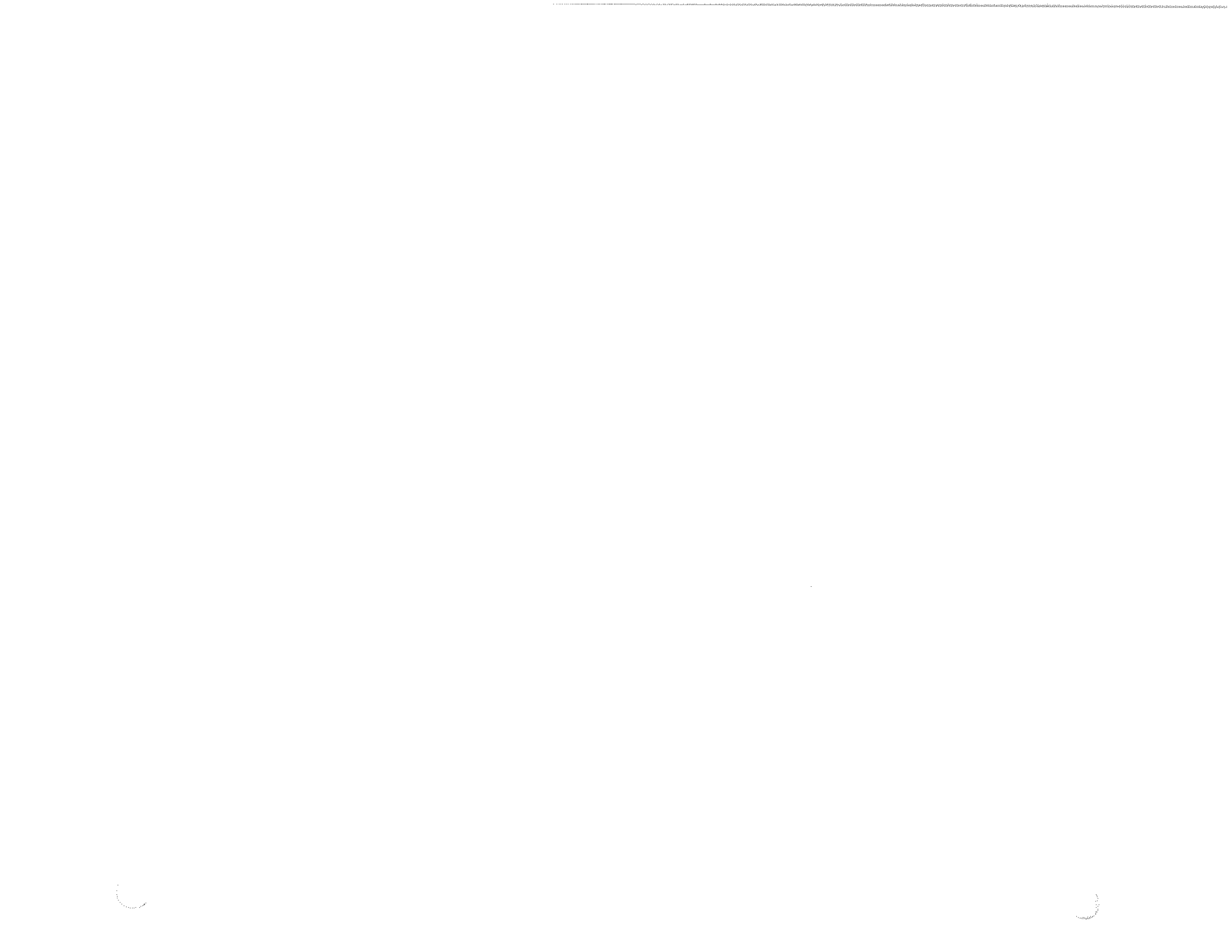
NOTICE

Please take notice that at a regular meeting of the Council of the City of St. Albans, West Virginia held on Tuesday, January 18, 2000, the following captioned ordinances were read for first reading; will come up for second reading on Monday, February 7, 2000; public hearing at 7:00 p.m. on Tuesday, February 22, 2000; and final reading and adoption at 7:30 p.m. on Tuesday, February 22, 2000, in Council Chambers, 51 Sixth Avenue, St. Albans, West Virginia:

AN ORDINANCE AMENDING AND CLARIFYING CURRENT CITY ORDINANCES RELATING TO THE CONSTRUCTION, ACQUISITION, OPERATION AND MAINTENANCE OF A SEWAGE COLLECTION AND DISPOSAL SYSTEM IN THE CITY OF ST. ALBANS AND TO RING SAID ORDINANCES INTO COMPLIANCE WITH FEDERAL AND STATE REGULATIONS GOVERNING THE SEWAGE SYSTEM IN THE CITY OF ST. ALBANS AND THIS ORDINANCE IN CONJUNCTION WITH OTHER ORDINANCES CURRENTLY IN EFFECT SHALL BE CALLED THE CITY OF ST. ALBANS SEWER USE ORDINANCE

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE SEWERAGE PORTION OF THE EXISTING PUBLIC COMBINED WATERWORKS AND SEWERAGE SYSTEM OF THE CITY OF ST. ALBANS AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $16,290,000 IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 B (WEST VIRGINIA SRF PROGRAM), AND NOT MORE THEN $400,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 C (WEST VIRGINIA DEVELOPMENT AUTHORITY); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING LOAN AGREEMENTS RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

These ordinances may be reviewed at the Clerk's Office, 1499 MacCorkle Avenue. All interested persons may appear at said meeting and be heard with respect to the foregoing proposed ordinances.



STEPTOE & JOHNSON

ATTORNEYS AT LAW

BANK ONE CENTER

SEVENTH FLOOR

P. O. BOX 1588

CHARLESTON, W. VA. 25326-1588

(304) 353-8000

FACSIMILE (304) 353-8180

BANK ONE CENTER, SIXTH FLOOR
P. O. BOX 2190
CLARKSBURG, W. VA. 26302-2190
(304) 624-8000
FACSIMILE (304) 624-8183

1000 HAMPTON CENTER
P. O. BOX 1616
MORGANTOWN, W. VA. 26507-1616
(304) 598-8000
FACSIMILE (304) 598-8116

126 EAST BURKE STREET
P. O. BOX 2629
MARTINSBURG, W. VA. 25402-2629
(304) 263-8991
FACSIMILE (304) 262-3541

RILEY BUILDING, FOURTH FLOOR
14TH AND CHAPLINE STREETS
P. O. BOX 150
WHEELING, W. VA. 26003-0020
(304) 233-0000
FACSIMILE (304) 233-0014

THE RIVERS OFFICE PARK
200 STAR AVENUE, SUITE 220
P. O. BOX 628
PARKERSBURG, W. VA. 26102-0628
(304) 422-6463
FACSIMILE (304) 422-6462

ALAN B. MOLLOHAN INNOVATION CENTER
1000 TECHNOLOGY DRIVE
P. O. BOX 2210
FAIRMONT, W. VA. 26554-8824
(304) 368-8000
FACSIMILE (304) 368-8413

March 15, 2000

WRITER'S DIRECT DIAL NUMBER

(304) 353-8196
WRITER'S E-MAIL ADDRESS
STUMPJC@steptoe-johnson.com

City of St. Albans
Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

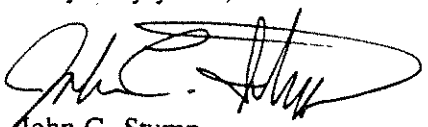
CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Internal Revenue Service
Internal Revenue Service Center
Ogden, UT 84201

Ladies and Gentlemen:

Enclosed herewith is a completed and executed Internal Revenue Service Form 8038-G, and a file copy thereof, with regard to the above-captioned issue. Please file the original form in the appropriate Internal Revenue Service records and return the copy marked in red as the "File Copy" to me (after acknowledging receipt of the same) in the enclosed self-addressed, stamped envelope. Thank you for your attention to this matter.

Very truly yours,



John C. Stump

JCS/cgl
Enclosure

CH371935.1

30A

Form **8038-G** (Rev. May 1999)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *Use Form 8038-GC if the issue price is under $100,000.*

OMB No. 1545-0720

Reporting Authority

If Amended Return, check here ▶ ☐

1 Issuer's name: City of St. Albans

2 Issuer's employer identification number: 55 6000246

3 Number and street (or P.O. box if mail is not delivered to street address): P. O. Box 1270

Room/suite:

4 Report number: GOO - 1

5 City, town, or post office, state, and ZIP code: St. Albans, West Virginia 25177

6 Date of issue: 03/15/00

7 Name of issue: Combined Waterworks and Sewerage System Revenue Bonds - Series 2000C (West Virginia Water Development Authority)

8 CUSIP number: N/A

9 Name and title of officer or legal representative whom the IRS may call for more information: James Wesolowski, Municipal Utility Commission Manager

10 Telephone number of officer or legal representative: (304) 722-3355

Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11	☐ Education	11	
12	☐ Health and hospital	12	
13	☐ Transportation	13	
14	☐ Public safety	14	
15	☒ Environment (including sewage bonds)	15	225,000
16	☐ Housing	16	
17	☐ Utilities	17	
18	☐ Other. Describe ▶	18	
19	If obligations are TANs or RANs, check box ▶ ☐ If obligations are BANs, check box ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Description of Obligations. (Complete for the entire issue for which this form is being filed.)

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/01/2020	$ 225,000	$ 18,241	12.880 years	5.79954 %

Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	-0-
23	Issue price of entire issue (enter amount from line 21, column (b))			23	225,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	12,700		
25	Proceeds used for credit enhancement	25	-0-		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	19,300		
27	Proceeds used to currently refund prior issues	27	-0-		
28	Proceeds used to advance refund prior issues	28	-0-		
29	Total (add lines 24 through 28)			29	32,000
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	193,000

Description of Refunded Bonds (Complete this part only for refunding bonds.)

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	N/A years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	N/A years
33	Enter the last date on which the refunded bonds will be called ▶	N/A
34	Enter the date(s) the refunded bonds were issued ▶	N/A

Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	-0-
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	-0-
b	Enter the final maturity date of the guaranteed investment contract ▶ N/A		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	-0-

b If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☒ and enter the name of the issuer ▶ West Virginia Water Development Authority and the date of the issue ▶ June 15, 1999

38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

40 If the issuer has identified a hedge, check box ▶ ☐

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

L. O. Gessel Jr. — Signature of issuer's authorized representative

3/15/00 — Date

L. O. Gessel, Jr., Mayor — Type or print name and title

Form **8038-G** (Rev. May 1999)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate Instructions.

Caution: *Use Form 8038-GC if the issue price is under $100,000.*

FILE COPY

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ► ☐

1 Issuer's name: City of St. Albans	2 Issuer's employer identification number: 55: 6000246
3 Number and street (or P.O. box if mail is not delivered to street address): P. O. Box 1270	Room/suite:	4 Report number: G00 - 1
5 City, town, or post office, state, and ZIP code: St. Albans, West Virginia 25177	6 Date of issue: 03/15/00
7 Name of issue: Combined Waterworks and Sewerage System Revenue Bonds - Series 2000C (West Virginia Water Development Authority)	8 CUSIP number: N/A
9 Name and title of officer or legal representative whom the IRS may call for more information: James Wesolowski, Municipal Utility Commission Manager	10 Telephone number of officer or legal representative: (304) 722-3355

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11	☐ Education	11	
12	☐ Health and hospital	12	
13	☐ Transportation	13	
14	☐ Public safety	14	
15	☒ Environment (including sewage bonds)	15	225,000
16	☐ Housing	16	
17	☐ Utilities	17	
18	☐ Other. Describe ►	18	
19	If obligations are TANs or RANs, check box ► ☐ If obligations are BANs, check box ► ☐		
20	If obligations are in the form of a lease or installment sale, check box ► ☐		

Part III Description of Obligations. (Complete for the entire issue for which this form is being filed.)

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/01/2020	$ 225,000	$ 18,241	12.880 years	5.79954 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	-0-
23	Issue price of entire issue (enter amount from line 21, column (b))			23	225,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	12,700		
25	Proceeds used for credit enhancement	25	-0-		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	19,300		
27	Proceeds used to currently refund prior issues	27	-0-		
28	Proceeds used to advance refund prior issues	28	-0-		
29	Total (add lines 24 through 28)			29	32,000
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	193,000

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ►	N/A years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ►	N/A years
33	Enter the last date on which the refunded bonds will be called ►	N/A
34	Enter the date(s) the refunded bonds were issued ►	N/A

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	-0-
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	-0-
b	Enter the final maturity date of the guaranteed investment contract ► N/A		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	-0-
b	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☒ and enter the name of the issuer ► West Virginia Water Development Authority and the date of the issue ► June 15, 1999		
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐		
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐		
40	If the issuer has identified a hedge, check box ► ☐		

RECEIVED
MAR 28 2000
OGDEN, UT

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

L. O. Gessel Jr. — Signature of issuer's authorized representative

3/15/00 — Date

L. O. Gessel, Jr., Mayor — Type or print name and title

30C

WV MUNICIPAL BOND COMMISSION
812 Quarrier Street
Suite 300
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: March 15, 2000

ISSUE: City of St. Albans Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program)

ADDRESS: Post Office Box 1270, St. Albans, West Virginia 25177 COUNTY: Kanawha

PURPOSE OF ISSUE: New Money: X
Refunding: ____ REFUNDS ISSUE(S) DATED: N/A

ISSUE DATE: March 15, 2000 CLOSING DATE: March 15, 2000

ISSUE AMOUNT: $16,281,000 RATE: 2%; 1% Administrative Fee

1ST DEBT SERVICE DUE: September 1, 2002 1ST PRINCIPAL DUE: September 1, 2002

1ST DEBT SERVICE AMOUNT: $247,423 PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Steptoe & Johnson
Contact Person: Vincent A. Collins, Esquire
Phone: (304) 624-8161

UNDERWRITERS COUNSEL: Jackson & Kelly
Contact Person: Samme Gee, Esquire
Phone: (304) 340-1318

CLOSING BANK: One Valley Bank, National Association
Contact Person: Laura Stanley
Phone: (304) 722-0300

ESCROW TRUSTEE: ____
Contact Person: ____
Phone: ____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: James Wesolowski
Position: General Manager
Phone: (304) 722-3355

OTHER: WV Division of Environmental Protection
Contact Person: Rosalie Brodersen
Function: Branch Leader
Phone: (304) 558-0637

DEPOSITS TO MBC AT CLOSE:
By: ____ Wire
X Check

____ Accrued Interest: $____
____ Capitalized Interest: $____
X Reserve Account: $989,696
____ Other: ____ $____

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ____ Wire
____ Check
____ IGT

____ To Escrow Trustee: $____
____ To Issuer $____
____ To Cons. Invest. Fund $____
____ To Other: ____ $____

NOTES: ____

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED: ____
TRANSFERS REQUIRED: ____

The purpose of the NEW ISSUE REPORT FORM is to provide the WV Municipal Bond Commission with an early warning of three basic facts no later than the day of closing on any issue for which the Commission is to act as fiscal agent. These are:

1. Formal notification that a new issue is outstanding.
2. Date of first action or debt service.
3. Contact people should we lack documents, information, or funds needed to administer the issue by the date of the first action or debt service.

The commission recognizes that as bond transcripts become increasingly long and complex, it has become more difficult to assemble and submit them to the Commission within the 30 days specificed by the West Virginia Code 13-3-8. This notice is not intended to provide all the information needed to administer an issue, but to alert the Commission and ensure that no debt service payments are missed due to delays in assembling bond transcripts. If, at the time of closing, documents such as the ordinance and all supplements, debt service schedules, and a specimen bond or photostat are available and submitted with this form, it will greatly aid the Commission in the performance of its duties. These documents are needed to set up the proper accounts and to advise the issuer of monthly deposit requirements as far in advance of the first debt service as possible.

It is not necessary to complete all items if they are not pertinent to your issue. Indicate the County of the issuer. With PSDs that overlap more than one county, indicate the county of their business office. Complete "Rate" only if the issue has only one rate. Please complete a separate form for each series of an issue. Other important information can be recorded under "Notes."

Again, please submit this form on each new issue on the day of closing. If fund transfers into or out of the Commission at closing are required, please submit this form before closing. If no significant facts change by closing, no resubmission at closing is required. If, however, there are changes, please submit an updated form, with changes noted, at closing.

If you should have any questions concerning this form, please call the Commission.

WV MUNICIPAL BOND COMMISSION
812 Quarrier Street
Suite 300
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: March 15, 2000

ISSUE: City of St. Albans Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority)

ADDRESS: Post Office Box 1270, St. Albans, West Virginia 25177 COUNTY: Kanawha

PURPOSE OF ISSUE: New Money: X
Refunding: ____

REFUNDS ISSUE(S) DATED: N/A

ISSUE DATE: March 15, 2000 CLOSING DATE: March 15, 2000

ISSUE AMOUNT: $225,000 RATE: 5.8%

1ST DEBT SERVICE DUE: October1, 2000 1ST PRINCIPAL DUE: October 1, 2001

1ST DEBT SERVICE AMOUNT: $7,105 PAYING AGENT: Municipal Bond Commission

BOND COUNSEL: Steptoe & Johnson
Contact Person: Vincent A. Collins, Esquire
Phone: (304) 624-8161

UNDERWRITERS COUNSEL: Jackson & Kelly
Contact Person: Samme Gee, Esquire
Phone: (304) 340-1310

CLOSING BANK: One Valley Bank, National Association
Contact Person: Laura Stanley
Phone: (304) 722-0300

ESCROW TRUSTEE: ____
Contact Person: ____
Phone: ____

KNOWLEDGEABLE ISSUER CONTACT
Contact Person: James Wesolowski
Position: General Manager
Phone: (304) 722-3355

OTHER: WV Water Development Authority
Contact Person: Daniel B. Yonkosky
Function: Director
Phone: (304) 558-3612

DEPOSITS TO MBC AT CLOSE:

By: ____ Wire
__X__ Check

____ Accrued Interest: $____
____ Capitalized Interest: $____
__X__ Reserve Account: $ 19,300
____ Other: ____ $____

REFUNDS & TRANSFERS BY MBC AT CLOSE

By: ____ Wire
____ Check
____ IGT

____ To Escrow Trustee: $____
____ To Issuer $____
____ To Cons. Invest. Fund $____
____ To Other: ____ $____

NOTES: ____

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED: ____
TRANSFERS REQUIRED: ____

The purpose of the NEW ISSUE REPORT FORM is to provide the WV Municipal Bond Commission with an early warning of three basic facts no later than the day of closing on any issue for which the Commission is to act as fiscal agent. These are:

1. Formal notification that a new issue is outstanding.
2. Date of first action or debt service.
3. Contact people should we lack documents, information, or funds needed to administer the issue by the date of the first action or debt service.

The commission recognizes that as bond transcripts become increasingly long and complex, it has become more difficult to assemble and submit them to the Commission within the 30 days specificed by the West Virginia Code 13-3-8. This notice is not intended to provide all the information needed to administer an issue, but to alert the Commission and ensure that no debt service payments are missed due to delays in assembling bond transcripts. If, at the time of closing, documents such as the ordinance and all supplements, debt service schedules, and a specimen bond or photostat are available and submitted with this form, it will greatly aid the Commission in the performance of its duties. These documents are needed to set up the proper accounts and to advise the issuer of monthly deposit requirements as far in advance of the first debt service as possible.

It is not necessary to complete all items if they are not pertinent to your issue. Indicate the County of the issuer. With PSDs that overlap more than one county, indicate the county of their business office. Complete "Rate" only if the issue has only one rate. Please complete a separate form for each series of an issue. Other important information can be recorded under "Notes."

Again, please submit this form on each new issue on the day of closing. If fund transfers into or out of the Commission at closing are required, please submit this form before closing. If no significant facts change by closing, no resubmission at closing is required. If, however, there are changes, please submit an updated form, with changes noted, at closing.

If you should have any questions concerning this form, please call the Commission.

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

One Valley Bank, National Association, St. Albans, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of the City of St. Albans (the "Issuer") enacted by the Issuer on February 22, 2000, and a Supplemental Resolution adopted by the Issuer on March 6, 2000 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program) and Combined Waterworks and Sewerage System Revenue Bonds Series 2000 C, both dated March 15, 2000, in the respective aggregate principal amounts of $16,281,000 and $225,000 (collectively the "Bonds"), and agrees to serve as Depository Bank in connection with the Bonds, all as set forth in the Bond Legislation.

WITNESS my signature on this 15th day of March, 2000.

ONE VALLEY BANK, NATIONAL
ASSOCIATION

Stephanie J Cook

Its Assistant Vice President

03/10/00
858350/98001

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

ACCEPTANCE OF DUTIES AS REGISTRAR

ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the City of St. Albans Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program) and Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), both dated March 15, 2000, in the respective aggregate principal amounts of $16,281,000 and $225,000 (collectively the "Bonds"), and agrees to perform all duties of Registrar in connection with the Bonds, all as set forth in the Bond Legislation authorizing issuance of the Bonds.

WITNESS my signature on this 15th day of March, 2000.

ONE VALLEY BANK,
NATIONAL ASSOCIATION

Assistant Vice President

03/07/00
858350/98001

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

CERTIFICATE OF REGISTRATION OF BONDS

ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of the City of St. Albans (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Combined Waterworks and Sewerage System Revenue Bond, Series 2000 B (West Virginia SRF Program), of the Issuer, dated March 15, 2000, in the principal amount of $16,281,000, numbered BR-1, and the single, fully registered Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), of the Issuer, dated March 15, 2000, in the principal amount of $225,000 numbered CR-1, were registered as to principal and interest in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of One Valley Bank, National Association, as Registrar.

WITNESS my signature on this 15th day of March, 2000

ONE VALLEY BANK, NATIONAL ASSOCIATION

Assistant Vice President

03/07/00
858350/98001

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 15th day of March, 2000, by and between the CITY OF ST. ALBANS, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and ONE VALLEY BANK, NATIONAL ASSOCIATION, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $16,281,000 principal amount of Combined Waterworks and Sewerage System Revenue Bonds, Series 2000 B (West Virginia SRF Program) and $225,000 principal amount of Combined Waterworks and Sewerage Revenue Bonds, Series 2000 C (West Virginia Water Development Authority), in fully registered form (collectively the "Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted February 22, 2000, and a Supplemental Resolution of the Issuer duly adopted March 6, 2000 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out

the powers and duties of Registrar for the Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exemption of interest on the Bonds from federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER:	City of St. Albans Post Office Box 1270 St. Albans, West Virginia 25177 Attention: Mayor
REGISTRAR:	One Valley Bank, National Association Post Office Box 1793

One Valley Square
Charleston, West Virginia 25326
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate and deliver the Bonds in accordance with the Bond Legislation.

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

CITY OF ST. ALBANS

L. O. Hurel Jr.
Mayor

ONE VALLEY BANK, NATIONAL ASSOCIATION

Charlotte L Morgan
Assistant Vice President

03/07/00
858350/98001

EXHIBIT A

Bond Legislation included in bond transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

(See Attached)

Invoice

ONEVALLEY BANK

JAMES WESOLOWSKI, GENERAL MANAGER
MUNICIPAL UTILITY COMMISSION OF THE
CITY OF ST ALBANS
P O BOX 1270
ST ALBANS WV 25177

DATE MARCH 15, 2000

UNITS	ITEM DESCRIPTION	TOTAL
	CITY OF ST. ALBANS COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2000 B (WV SRF PROGRAM) AND SERIES 2000 C (WV WDA).	
	ONE TIME FEE FOR SERVICES AS REGISTRAR AND AUTHENTICATING AGENT.....	$250.00

869

SEND REMITTANCE TO: One Valley Bank
One Financial Place - 6th Floor
One Valley Square
P.O. Box 1793
Charleston, WV 25326

ATTN: CHARLOTTE S MORGAN

CITY OF ST. ALBANS

Combined Waterworks and Sewerage System Revenue Bonds,
Series 2000 B (West Virginia SRF Program) and
Series 2000 C (West Virginia Water Development Authority)

RECEIPT AND RELEASE

The undersigned duly authorized representative of the City National Bank of West Virginia, St. Albans, West Virginia (the "Bank"), the holder of the Combined Waterworks and Sewerage System Bond Anticipation Notes, Series 1997, dated September 25, 1997, issued in the original aggregate principal amount of $1,000,000 (the "Series 1997 Note"), hereby certifies and declares that on the date hereof, he received on behalf of the Bank from the City of St. Albans the sum of One Million Ten Thousand Two Hundred Seventy Seven and 79/100 Dollars ($1,010,277.79) and that such sum is sufficient to pay in full the entire outstanding principal of and all interest accrued on the Series 1997 Note to the date hereof and to discharge all liens, pledges and encumbrances securing the Series 1997 Note.

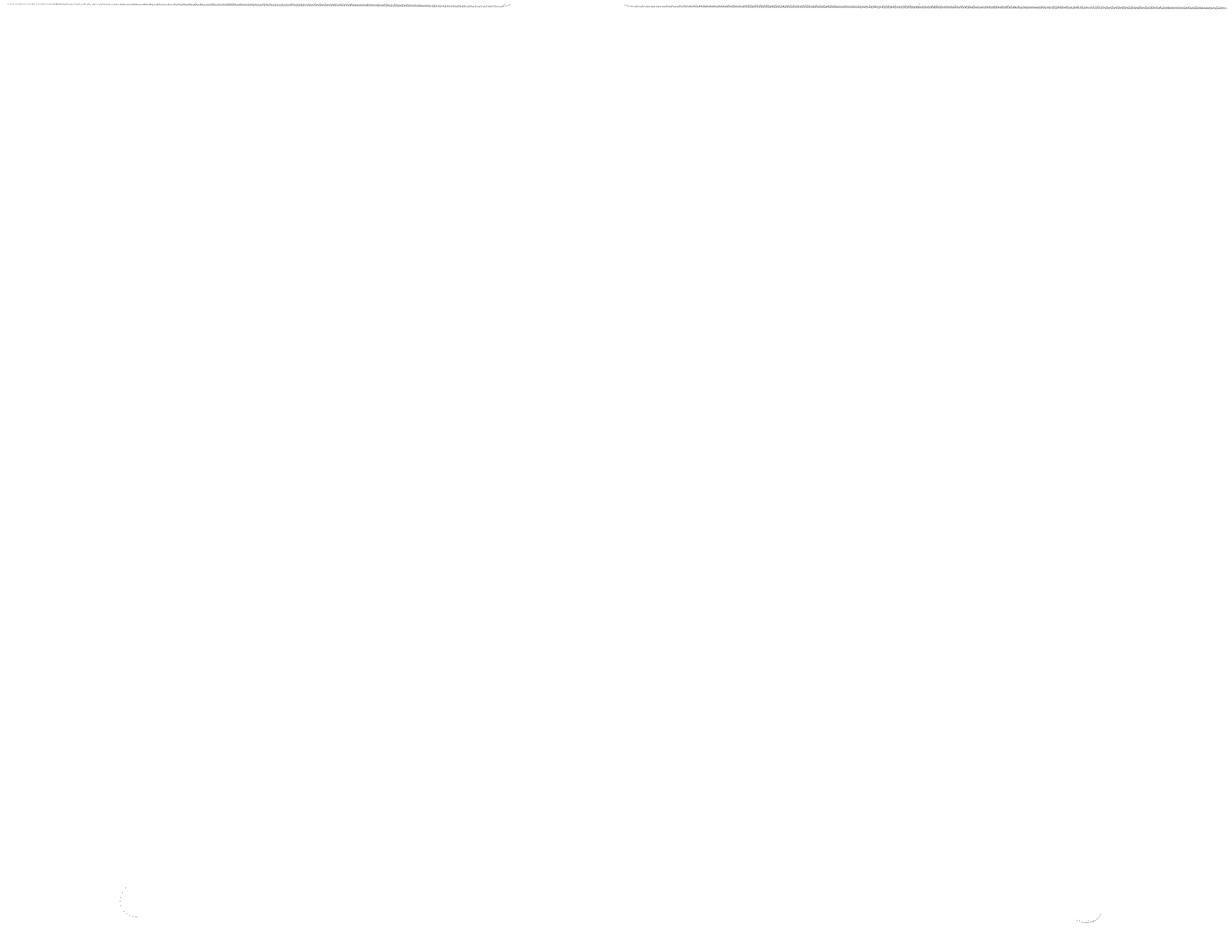
Dated this 15th day of March, 2000.

CITY NATIONAL BANK OF WEST VIRGINIA

L.C. Bynum

Vice President

03/08/00
858350.98001



WRD 1A-82
Revised 3/93

STATE OF WEST VIRGINIA
DIVISION OF ENVIRONMENTAL PROTECTION
OFFICE OF WATER RESOURCES
1201 GREENBRIER STREET
CHARLESTON, WV 25311

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

WATER POLLUTION CONTROL PERMIT

Permit No. WV0023175

Issue Date: February 17, 1995

Subject: Sewage Facilities

Effective Date: March 19, 1995

Expiration Date: February 16, 2000

Supersedes: WV/NPDES Permit No. WV0023175; Issue Date March 27, 1990

Location:	St. Albans (City)	Kanawha (County)	Kanawha (Drainage Basin)

Outlet Sites: Latitude: 38°23'17"N
Longitude: 81°49'16"W

To whom it may concern:

This is to certify that City of St. Albans
Municipal Utility Commission
P. O. Box 1270
St. Albans, WV 25177

is hereby granted a NPDES Water Pollution Control Permit to operate and maintain an existing wastewater collection system and an existing 2.5 MGD high rate trickling filter wastewater treatment plant which are further described as follows.

A wastewater collection system comprised of approximately 3,400 linear feet of four(4) inch diameter gravity sewer line, 116,500 linear feet of six(6) inch diameter gravity sewer line, 181,900 linear feet of eight(8) inch diameter gravity sewer line, 9,800 linear feet of 10 inch diameter gravity sewer line, 32,200 linear feet of 12 inch diameter gravity sewer line, 1,200 linear feet of 14 inch diameter gravity sewer line, 4,300 linear feet of 15 inch diameter gravity sewer line, 8,200 linear feet of 18 inch diameter gravity sewer line, 580 linear feet of 24 inch diameter gravity sewer line, 1,194 manholes, 20 cleanouts, 16 lift stations, 150 linear feet of one(1) inch diameter force main, 1,400 linear feet of one and one half(1½) inch diameter force main, 1,000 linear feet of two(2) inch diameter force main, 230 linear feet of three(3) inch diameter force main, 4,000 linear feet of four(4) inch diameter force main, 5,000 linear feet of six(6) inch diameter force main, 3,300 linear feet of eight(8) inch diameter force main, and all requisite appurtenances.

(Continued on Page 2)

A wastewater treatment plant comprised of a vertical drum screen, a bar screen, an aerated grit chamber with a volume of 8,500 gallons, a preaeration chamber with a volume of 52,100 gallons, two(2) primary clarifiers with a volume of 107,000 gallons and a surface area of 1,735 square feet each, a high rate trickling filter unit, two(2) secondary clarifiers with a volume of 107,000 gallons and a surface area of 1,735 square feet each, a chlorine contact chamber with a volume of 67,000 gallons, a primary gravity sludge thickener with a volume of 19,000 gallons, a secondary gravity sludge thickener with a volume of 19,000 gallons, a single stage anaerobic digester with a volume of 352,000 gallons, a two(2) stage/two(2) tank anaerobic digester with each tank having a volume of 118,000 gallons, two(2) sludge dewatering belt presses, and all requisite appurtenances.

These facilities are to serve a population equivalent of approximately 25,000 persons in the City of St. Albans, Greater St. Albans Public Service District, Riverbend Public Service District, and environs, and discharge treated wastewater to the Kanawha River at Mile Point 46.7.

This permit is subject to the following terms and conditions:

The information submitted on and with Permit Application No. WV0023175, dated the 20th day of September 1994, is all hereby made terms and conditions of this Permit with like effect as if all such Permit application information was set forth herein, and with other conditions set forth in Sections A, B, C, D, E, F, and G.

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

West Virginia Division of Environmental Protection

Cecil H. Underwood
Governor

Michael P. Miano
Director

May 7, 1999

Honorable O. L. Gessel
Mayor, City of St. Albans
P. O. Box 1270
St. Albans, WV 25177

RE: Extension of Permit No. WV0023175
Kanawha County

Dear Mayor Gessel:

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

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

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

Therefore, WV/NPDES Permit No. WV0023175 is hereby extended until February 16, 2002. All other terms and conditions of the subject permit remain applicable through the extension period.

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

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

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

Sincerely,

OFFICE OF WATER RESOURCES

Barbara S. Taylor
Chief

BST:ml

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

CITY OF ST. ALBANS, WEST VIRGINIA

WATERWORKS AND SEWERAGE SYSTEM REFUNDING ORDINANCE

INDEX OF ORDINANCE

		Page
Article I - Statutory Authority, Findings and Definitions		
Section 1.01.	Authority of this Ordinance	1
Section 1.02.	Findings	1
Section 1.03.	Ordinance Constitutes Contract	4
Section 1.04.	Definitions	4
Article II - Authorization for Refunding Prior Bonds		
Section 2.01.	Authorization for Refunding Prior Bonds	12
Article III - Authorization, Terms, Execution and Registration of Bonds		
Section 3.01.	Authorization and Terms of Series 1990 Bonds	12
Section 3.02.	Execution of Bonds	13
Section 3.03.	Authentication and Registration	13
Section 3.04.	Book-Entry Bonds	14
Section 3.05.	Negotiability, Transfer and Registration	15
Section 3.06.	Bonds Mutilated, Destroyed, Stolen or Lost	16
Section 3.07.	Bonds Secured by Pledge of Revenues; Not to be Indebtedness of the City	17
Section 3.08.	Form of Bonds	17
Article IV - System Revenues and Application Thereof		
Section 4.01.	System Revenues and Application Thereof	24
Section 4.02.	Reserve Account Insurance Policy	30
Section 4.03.	Payment Procedure Pursuant to Municipal Bond Insurance Policy	30
Article V - Application of Series 1990 Bond Proceeds		
Section 5.01.	Application of Series 1990 Bond Proceeds	32
Section 5.02.	Costs of Issuance Account	33

Article VI - Additional Covenants of the City

Section 6.01.	General Covenants of the City	33
Section 6.02.	Bonds Not To Be Indebtedness of the City	34
Section 6.03.	Notices to be Given to AMBAC Indemnity	34
Section 6.04.	Rates	35
Section 6.05.	Operation and Maintenance	35
Section 6.06.	Sale of the System	35
Section 6.07.	Issuance of Other Obligations Payable out of Revenue and General Covenant Against Encumbrances	37
Section 6.08.	Additional Parity Bonds	37
Section 6.09.	Insurance	39
Section 6.10.	Consulting Engineers	40
Section 6.11.	Services Rendered to the City	40
Section 6.12.	Enforcement of Collections	40
Section 6.13.	No Competing Franchise	41
Section 6.14.	Books and Records	41
Section 6.15.	Initial Schedule of Rates	42
Section 6.16.	Operating Budget	42
Section 6.17.	Existence of Utility Commission	42
Section 6.18.	Public Purpose Bonds	42
Section 6.19.	Private Activity Bonds	43
Section 6.20.	Filings	43
Section 6.21.	Right to Amend Ordinance	43
Section 6.22.	Parties Interested Herein	43

Article VII - Defaults and Remedies

Section 7.01.	Events of Default	44
Section 7.02.	Remedies	44
Section 7.03.	Appointment of Receiver	45
Section 7.04.	Consent of AMBAC Indemnity Upon Default	46

Article VIII - Investment of Funds; Non-Arbitrage

Section 8.01.	Investments	46
Section 8.02.	Arbitrage	47

Article IX - Miscellaneous

Section 9.01.	Modification or Amendment	47
Section 9.02.	Severability of Invalid Provisions	48
Section 9.03.	Repeal of Conflicting Ordinances	48
Section 9.04.	Covenant of Due Procedure	48
Section 9.05.	Defeasance	48
Section 9.06.	Effective Date	50

Ordinance No. 90-03

Introduced in Council
12-4-89

Referred to

Introduced by

Passed by Council
2-20-90

An ordinance authorizing the refunding of all outstanding waterworks and sewerage system revenue bonds of the City of St. Albans, West Virginia; authorizing the issuance of Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, of said City of St. Albans in the aggregate principal amount of not to exceed $3,500,000, along with other funds and moneys of, or available to, the City of St. Albans which may be lawfully expended for such purpose, to make provision for such refunding, fund a reserve account for such Bonds and pay other costs in connection therewith; providing for the rights and remedies of and security for the holders of such Bonds; and adopting other provisions related thereto.

Be It Ordained by the Council of the City of St. Albans, West Virginia:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority of this Ordinance. This Ordinance is enacted pursuant to the provisions of Chapter 8, Article 20, of the Code of West Virginia, 1931, as amended (the "Bond Act"), and Chapter 13, Article 2E, of the Code of West Virginia, 1931, as amended (the "Refunding Act") (the Bond Act and the Refunding Act are collectively referred to herein as the "Act"), and other applicable provisions of law.

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

A. The City of St. Albans, West Virginia (the "City"), now owns a combined waterworks and sewerage system (the "System"), both within and without the corporate limits of the City, consisting of a waterworks system including the mains, hydrants, meters, valves, standpipes, storage tanks, pump tanks, pumping stations, intakes, wells, impounding reservoirs, pumps, machinery, purification plants and softening apparatus and all other facilities necessary, appropriate, useful, convenient or incidental in connection with or to a water supply system, and a sewage treatment plant or plants and

its collecting, intercepting and outlet sewers, lateral sewers, drains, force mains, conduits, pumping stations and ejector stations and all other appurtenances, extensions, additions and improvements necessary, appropriate, useful, convenient or incidental for the collection, treatment and disposal in a sanitary manner of sanitary sewage and industrial wastes, which waterworks system and sewerage system were combined into the System by an ordinance passed by the Council of the City on June 8, 1953.

B. In accordance with Section 18 of the Bond Act, the System is under the supervision and control of The Municipal Utility Commission of the City (the "Utility Commission").

C. The acquisition and construction of the System were financed in part by the proceeds of prior bond and note issues of the City, which were refunded by the City with the proceeds of its $2,940,000 Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 1983, dated March 15, 1983 (the "Prior Bonds"). The Prior Bonds were issued pursuant to an ordinance passed by the Council of the City on January 19, 1981, as amended and supplemented thereafter (the "Prior Ordinance").

D. The Prior Bonds of the City are currently outstanding in the principal amount of $2,805,000.

E. The City derives revenues from the System, and, except for the pledges thereof to secure and pay the Prior Bonds, said revenues are not pledged or encumbered in any manner.

F. The City may now refund the Prior Bonds at a significant savings to the City, the extent of which will be set forth in a certificate of the Independent Accountant prior to the issuance of the Series 1990 Bonds.

G. The estimated revenues to be derived in each year after the enactment of this Ordinance from the operation of said System will be sufficient to pay all the costs of the operation and maintenance of said System, the principal of and interest on the Bonds authorized to be issued pursuant to this Ordinance and all sinking fund, reserve account and other payments provided for in this Ordinance.

H. The Series 1990 Bonds and the Certificate of Authentication and Registration to be endorsed thereon are to be in substantially the form set forth herein with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance or a Supplemental Resolution or as deemed necessary by the Registrar or the City.

I. All things necessary to make the Series 1990 Bonds, when authenticated by the Registrar and issued as in this Ordinance provided, the valid, binding and legal special obligations of the City according to the import thereof, and to validly pledge and assign those funds pledged hereby to the payment of the principal of and interest on the Series 1990 Bonds, will be timely done and duly performed.

J. The enactment of this Ordinance, and the execution and issuance of the Series 1990 Bonds, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the City is a party or by which it may be bound or affected.

K. The City is a governmental unit with general taxing powers.

L. The Series 1990 Bonds are not private activity bonds as defined in the Code.

M. Ninety-five percent (95%) or more of the net proceeds (as defined with respect to the Code) of the Series 1990 Bonds will be used for local governmental activities of the City.

N. The City shall not permit at any time any of the proceeds of the Bonds or other funds of the City to be used directly or indirectly in an manner which would result in the exclusion of the Bonds from the treatment afforded by Section 103(a) of the Code.

O. The City will file all statements, instruments and returns necessary to assure the tax-exempt status of the Bonds.

P. The Bonds will not be federally guaranteed within the meaning of Section 149(b) of the Code.

Q. The City is a governmental unit which has general power to finance operations of or facilities of the nature of the System, and the City, all subordinate entities which issue obligations on behalf of the City, and all entities formed or to the extent provided under Section 148 of the Code herein defined, availed of, to avoid the purposes of Section 148(f)(4)(C) of the Code and all other entities benefiting thereby, reasonably expect to issue less than $5,000,000 in aggregate principal amount of tax-exempt obligations during the calendar year in which the Series 1990 Bonds are to be issued.

R. It is deemed necessary for the City to issue its Bonds to refund the Prior Bonds.

Section 1.03. Ordinance Constitutes Contract. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the City and such Bondholders, 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 legal holders of any and all of such Bonds issued hereunder, all of which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

Section 1.04 Definitions. The following terms shall have the following meanings in this Ordinance unless the context expressly required otherwise:

A. "Act" shall mean Chapter 8, Article 20, and Chapter 13, Article 2E, of the Code of West Virginia, 1931, as amended and in effect on the date of enactment of this Ordinance.

B. "AMBAC Indemnity" or "Bond Insurer" shall mean AMBAC Indemnity Corporation, a Wisconsin-domiciled stock insurance company.

C. "Authorized Newspaper" shall mean a financial journal or newspaper of general circulation in the City of New York, New York, printed in the English language and customarily published on each business day of the Registrar, whether or not published on Saturdays, Sundays or legal holidays, and so long as so published, shall include The Bond Buyer.

D. "Authorized Officer" shall mean the Mayor of the City or any other officer of the City specifically designated by resolution of the Council of the City.

E. "Bondholder" or "Holder of the Bonds," or "Owner of the Bonds" or any similar term shall mean any person who shall be the registered owner of any outstanding fully registered bond.

F. "Bond Register" shall mean the books of the City maintained by the Registrar for the registration and transfer of the Bonds.

G. "Bonds" shall mean the Series 1990 Bonds and any pari passu additional Bonds hereafter issued within the terms, restrictions and conditions contained in this Ordinance.

H. "Bond Year" shall mean the twelve month period beginning on the anniversary of the Closing Date in each year and ending on the day prior to the anniversary date of the

Closing Date in the following year except that the first Bond Year shall begin on the Closing Date.

I. "Certificate of Authentication and Registration" shall mean the Certificate of Authentication and Registration on the Series 1990 Bonds, substantially in the form set forth herein.

J. "City" shall mean the City of St. Albans, a municipal corporation of the State of West Virginia, and, where appropriate, the Council and/or Utility Commission of the City.

K. "Closing Date" shall mean the date upon which there is an exchange of the Bonds for the proceeds representing the original purchase price thereof.

L. "Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations issued pursuant thereto.

M. "Commission" shall mean the West Virginia Municipal Bond Commission or any other agency of the State of West Virginia which succeeds to the functions of the Commission.

N. "Costs of Issuance" shall mean those costs of issuing the Series 1990 Bonds, including, but not limited to, legal, accounting, fiscal agent fees and expenses, premiums for municipal bond insurance and reserve account insurance, letters of credit fees and expenses and other fees and expenses in connection therewith.

O. "Costs of Issuance Account" shall mean the account of that name created pursuant to Section 5.02 hereof.

P. "Depository Bank" shall mean the bank or banks to be designated as such in the Supplemental Resolution.

Q. "DTC Eligible" shall mean, with respect to the Series 1990 Bonds, meeting the qualifications prescribed by The Depository Trust Company, New York, New York.

R. "Escrow Agreement" shall mean the agreement between the City, the Commission and an escrow trustee, substantially in the form of the agreement attached hereto as Exhibit A and by this reference made a part hereof.

S. "Escrow Fund" shall mean the fund created by Paragraph 2 of the Escrow Agreement.

T. "Event of Default" shall mean any occurrence or events specified in Section 7.01 hereof.

U. "FDIC" shall mean the Federal Deposit Insurance Corporation or any successor to the function of the FDIC.

V. "Fiscal Year" shall mean each twelve month period beginning on July 1 and ending on the succeeding June 30.

W. "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.

X. "Independent Accountants" shall mean any firm of certified public accountants which shall be retained by the City as independent accountants for the System.

Y. "Municipal Bond Insurance Policy" shall mean the municipal bond insurance policy issued by AMBAC Indemnity insuring the payment when due of the principal of and interest on the Bonds as provided therein.

Z. "Net Proceeds" shall mean the face amount of the Bonds, plus accrued interest in premium, if any, less Original Issue Discount, if any, and less proceeds deposited in the Reserve Account.

AA. "Net Revenues" shall mean Revenues less Operating Expenses.

BB. "Operating Expenses," unless qualified, shall mean the current expenses, paid or accrued, of repair, operation and maintenance of the System (excluding depreciation) and includes, without limiting the generality of the foregoing, insurance premiums, supplies, labor, wages, the cost of materials and supplies used for current operations, administrative expenses of the City or the Utility Commission relating and chargeable to the System and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting practices.

CC. "Original Purchaser" shall mean Wheat, First Securities, Inc., a corporation, as the purchaser of the Series 1990 Bonds; provided, that such firm and the City shall agree to the purchase of the Series 1990 Bonds, including the exact principal amount and interest rates thereof as fixed by a resolution of the Council of the City at the time of approval of such sale of said Series 1990 Bonds, with the sale price thereof to be not less than a price which, when computed to maturity according to the standard table of bond values, will be within the limitations set forth in the Act. In the event the City and said Wheat, First Securities, Inc., do not agree upon the sale of the Series 1990 Bonds to said purchaser, then "Original Purchaser" shall mean the person, firm or corporation to whom the City sells the Series 1990 Bonds at a sale price within the limits set forth above.

DD. "Outstanding" when used with reference to Bonds and as of any particular date, describes all Bonds theretofore and thereupon being issued and delivered except (a) any Bond cancelled by the Registrar for such Bond at or prior to said date; (b) any Bond for the payment of which moneys, 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 deemed to have been paid as provided by Section 9.05; and (d) with respect to determining the number or percentage of Bondholders or Bonds for the purpose of consents, notices and the like, any Bond registered to the City. Notwithstanding the foregoing, in the event that a Bond Insurer has paid principal of and/or interest on any Bond, such Bond shall be deemed to be Outstanding until such time as the Bond Insurer has been reimbursed in full.

EE. "Paying Agent" shall mean any paying agent for the Bonds appointed by a resolution supplemental hereto.

FF. "Prior Bonds" shall mean the City's Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, Series 1983, dated March 15, 1983, issued in the aggregate principal amount of $2,940,000 and currently outstanding the principal amount of $2,805,000.

GG. "Prior Ordinance" shall mean the Ordinance passed by the Council of the City on January 19, 1981 as amended and supplemented thereafter.

HH. "Private Business Use" shall mean use directly or indirectly in any trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

II. "Qualified Investments" shall mean and include any of the following:

(a) Government Obligations;

(b) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farmers Home Administration
- General Services Administration
- U. S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U. S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration;

(c) bonds, notes or other evidences of indebtedness rated "AAA" by Standard & Poor's Corporation and "Aaa" by Moody's Investor Services, Inc. issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(d) U. S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by Standard & Poor's Corporation and "P-1" by Moody's Investor Services, Inc. and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(e) commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by Standard & Poor's Corporation and "P-1" by Moody's Investor Services, Inc. and which matures not more than 270 days after the date of purchase;

(f) investments in a money market fund rated "AAAm" or "AAAm-G" or better by Standard & Poor's Corporation;

(g) pre-refunded municipal obligations defined as follows:

Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (A)

which are rated, based on the escrow, in the highest rating category of Standard & Poor's Corporation and Moody's Investor Services, Inc. or any successors thereto; or (B)(i) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations described in paragraph (a) above, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which fund is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) investment agreements approved in writing by AMBAC Indemnity Corporation with notice to Standard & Poor's Corporation; and

(i) other forms of investments approved in writing by AMBAC with notice to Standard & Poor's Corporation.

JJ. "Record Date" shall mean the day of the month which shall be so stated in the Bonds, regardless of whether such day is a Saturday, Sunday or other legal holiday.

KK. "Registrar" means the bank to be designated in the Supplemental Resolution as the registrar for the Bonds, and any successor thereto.

LL. "Regulations" shall mean temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under the Internal Revenue Code of 1954.

MM. "Renewal and Replacement Fund" shall mean the depreciation fund created by Section 4.01(A)(4) hereof.

NN. "Reserve Account" shall mean the account in the Sinking Fund, as hereinafter defined, created by Section 5.01(D) hereof.

OO. "Reserve Account Requirement" shall mean the maximum amount of principal and interest which will mature and come due on the Bonds in the then current or any succeeding Fiscal Year.

PP. "Revenue Fund" shall mean the fund created by Section 4.01(A) hereof.

QQ. "Revenues" shall mean all rates, rents, fees, charges or other income received by or accrued to the City from the operation of the System, as calculated in accordance with generally accepted accounting practices.

RR. "Series 1990 Bonds" shall mean the Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, of the City originally authorized to be issued pursuant to this Ordinance.

SS. "Sinking Fund" shall mean the fund created by Section 4.01(A)(2) hereof.

TT. "Supplemental Resolution" shall mean 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 Series 1990 Bonds to the Original Purchaser; provided, that any provision intended to be included in the Supplemental Resolution and not so included may be contained in any other Supplemental Resolution.

UU. "System" shall mean the complete existing combined waterworks and sewerage system now owned by the City, both within and without the corporate limits of the City, consisting of a waterworks system including mains, hydrants, meters, valves, standpipes, storage tanks, pump tanks, pumping stations, intakes, wells, impounding reservoirs, pumps, machinery, purification plants and softening apparatus and all other facilities necessary, appropriate, useful, convenient or incidental in connection with or to a water supply system, and a sewage treatment plant or plants collecting, intercepting and outlet sewers, lateral sewers, drains, force mains, conduits, pumping stations and ejector stations and all other appurtenances, extensions, additions and improvements necessary, appropriate, useful, convenient or incidental for the collection, treatment and disposal in a sanitary manner of sewage and industrial wastes, which waterworks system and sewerage system were combined into the System by an ordinance passed by the Council of the City on June 8, 1953, and shall include any extensions, additions, betterments and improvements thereto hereafter acquired or constructed for said waterworks and sewerage system from any sources whatsoever.

VV. "Utility Commission" shall mean The Municipal Utility Commission of the City, as created and appointed by ordinance enacted by the Council of the City pursuant to the provisions of Section 18 of the Bond Act, and shall include the membership of the Utility Commission as may hereafter be duly constituted as the legal successors to the present membership or any other agency or department or instrumentality of the City which shall at any time have jurisdiction, possession or control of the System, or the management and operation thereof.

WW. "Value," which shall be determined as of the end of each month, means that the value of any investments shall be calculated as follows:

(a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times); the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the City in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

(c) as to certificates of deposit and bankers acceptances; the face amount thereof, plus accrued interest; and

(d) as to any investment not specified above; the value thereof established by prior agreement between the City and AMBAC Indemnity Corporation.

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

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 generally accepted accounting principles.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Ordinance; and the term "hereafter" means after the date of enactment of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

ARTICLE II

AUTHORIZATION FOR REFUNDING PRIOR BONDS

Section 2.01 Authorization for Refunding Prior Bonds. The Prior Bonds outstanding as of the date of issuance of the Series 1990 Bonds are hereby ordered to be refunded pursuant to the terms of the Escrow Agreement, and the lien of said Prior Bonds imposed by the Prior Ordinance on the revenues of the System is hereby ordered terminated, discharged and released upon the payment into the Escrow Fund from the proceeds of said Series 1990 Bonds, together with other moneys available therefor, including those moneys transferred as provided below, of the following: (a) an amount equal to the fiscal and paying agent charges and (b) an amount which will be simultaneously invested in United States Treasury Obligations bearing interest and having maturities sufficient to provide for the payment of the principal of the Prior Bonds as the same mature and for the payment of the interest on the Prior Bonds as the same becomes due. Contemporaneously with the deposit of such Series 1990 Bond proceeds into the Escrow Fund, and as prescribed by the Escrow Agreement, the amounts on deposit in the sinking fund, including the reserve account therein, created and maintained on behalf of the Prior Bonds shall be deposited into the Escrow Fund and simultaneously invested as provided in the Escrow Agreement. Upon such refunding, the amounts on deposit in the renewal and replacement fund created and maintained under the Prior Ordinance shall be transferred to the Renewal and Replacement Fund created under this Ordinance.

ARTICLE III

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

Section 3.01. Authorization and Terms of Series 1990 Bonds. For the purposes of refunding all of the outstanding Prior Bonds of the City, there shall be issued the Waterworks and Sewerage System Refunding Revenue Bonds of the City. The Series 1990 Bonds shall be of such series; shall be in such aggregate principal amount, not to exceed $3,500,000; shall be dated such date; shall bear interest payable semiannually at such dates and at such rate or rates not exceeding the rate permitted by the Act; shall mature at such time or times, not exceeding forty (40) years after the date of issuance; and shall contain such other terms, provisions, conditions and limitations, all as provided by this Ordinance and as the Council of the City shall prescribed by the Supplemental Resolution adopted in connection with the sale of such Series 1990 Bonds.

The Bonds shall be payable as to principal 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 Registrar.

The Series 1990 Bonds shall, at the option of the City, be redeemable in whole or in part, at the times, in the manner, and upon payment of the redemption prices, as provided in the Supplemental Resolution.

The Series 1990 Bonds shall be sold as soon as practical and in the best interests of the City, as may be authorized and permitted by applicable law, and delivered to the Original Purchaser; provided, that such Original Purchaser and the City shall have agreed as to the purchase thereof.

Section 3.02 Execution of Bonds. Said Bonds shall be executed in the name of the City by the manual or facsimile of the Mayor, and the seal of the City shall be affixed thereto or imprinted thereon and attested by the manual or facsimile of the City Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the 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 Bonds may be signed and sealed on behalf of the City by such person as at the actual time of the execution of such Bonds shall hold the proper office in the City, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.03. 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 3.07, shall have been manually executed by the 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 Registrar if manually signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.04. Book-Entry Bonds.

(a) Except as provided in subparagraph (c) of this Section 3.04, the registered owner of all of the Bonds shall be The Depository Trust Company, New York (hereinafter "DTC"), and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of New York clearing house or equivalent next-day funds to the account of Cede & Co. on the interest payment date for the Bonds at the address indicated on the regular Record Date or special Record Date for Cede & Co. in the Bond Register.

(b) The City and the Bond Register may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal or redemption price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the City nor the Bond Register shall be affected by any notice to the contrary. Neither the City nor the Bond Register shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any Participant of any amount in respect of the principal or redemption price of or interest on the Bonds; any notice which is permitted or required to be given to Bondholders under this Ordinance; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of thee Bonds; or any consent given or other action taken by DTC as Bondholder. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or "upon the order of" DTC (as that term is used in the Uniform Commercial Code as adopted in the State of West Virginia), and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal or redemption price of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal or redemption price and interest pursuant to this Ordinance. Upon delivery by DTC to the City of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) In the event the City determines that it is in the best interest of the Owners that they be able to obtain Bond certificates, the City may notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event, the City shall issue and the Bond Register shall authenticate, transfer and exchange Bond certificates as requested by DTC and any other Bondholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the shall be obligated to deliver Bond certificates as described herein. In the event Bond certificates are issued, the provisions herein shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the City to do so, the City will assist DTC in taking appropriate action after reasonable notice (a) to make available one or more separate certificates evidencing the Bonds to any Participant having Bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

(d) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or redemption price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Representation Letter. When the City gives notices to DTC or its nominee as Bondholder, it shall request that DTC forward (or cause to be forwarded) the notices to the Participants so that such Participants may forward (or cause to be forwarded) such notices to the Owners.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to this Ordinance by the City with respect to any consent or other action to be taken by Bondholders, the City shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC is the sole Bondholder.

Section 3.05. 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 Registrar shall keep and maintain books for the registration and transfer of the Bonds.

The Bonds shall be transferable only upon the 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 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 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 Registrar incurred in connection therewith, which changes and expenses shall be paid by the Registered Owner requesting such transfer or exchange. The 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 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bonds shall become mutilated or be destroyed, stolen or lost, the City may in its discretion issue and deliver a new Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bonds, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond, if any, destroyed, stolen or lost, and upon the holder's furnishing the City proof of his or her ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. All Bonds so surrendered shall be cancelled by the Registrar and held for the account of the City. If 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 original, additional contractual obligations on the part of the City, whether or not the lost, stolen or destroyed Bonds be at any time found by any one, and such duplicate Bonds 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 3.07. Bonds Secured by Pledge of Revenues; Not to be Indebtedness of the City. The payment of the debt service of all of the Series 1990 Bonds shall be secured forthwith equally and ratably with each other by a first lien on the Revenues derived from the System. Such 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 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 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 3.08 Form of Bonds. The text of the Bonds, and the form of the certificate of authentication and registration thereon, 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 subsequent resolution or ordinance adopted or enacted prior to the issuance thereof.

No._____ $_____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
COUNTY OF KANAWHA
CITY OF ST. ALBANS
WATERWORKS AND SEWERAGE SYSTEM
REFUNDING REVENUE BOND
SERIES 1990

INTEREST RATE BOND DATE MATURITY DATE CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT: $_____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF ST. ALBANS, a municipal corporation organized and existing under the laws of the State of West Virginia (hereinafter referred to as the "City"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner set forth above, on the Maturity Date set forth above, the Principal Amount set forth above and solely from such special funds also to pay interest on said sum from the Bond Date, set forth above, at the Interest Rate set forth above semiannually, on the first day of _____ and the first day of _____ in each year, beginning _____ 1, 19__, both principal of and interest on this Bond being payable in any coin or currency which, on the respective dates of payment of principal and interest, is legal tender for the payment of public and private debts under the laws of the United States of America. 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 ("The Record Date").

This Bond is one of a series of bonds (the "Bonds"), in the aggregate principal amount of $_____, of like date and of like tenor and effect, except as to number, date of maturity and interest rate, issued to refund certain waterworks and sewerage system revenue bonds of the City outstanding on the date of issuance hereof in the aggregate principal amount of $2,805,000, all under the authority of and in full compliance with the Constitution and statutes of the State of

West Virginia, including particularly Chapter 13, Article 2E, of the Code of West Virginia, 1931, as amended, and Chapter 8, Article 20, of the Code of West Virginia, 1931, as amended (collectively, the "Act"), and an ordinance duly passed by the City Council of the City on the _____ day of _____, 19_, as amended and supplemented thereby on the _____ day of _____, 19____, (hereinafter referred to collectively as 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.

The Bonds are not subject to optional redemption prior to _____, 19___. At the option of the City, the Bonds will be subject to redemption prior to maturity on or after _____, 19____, as a whole at any time and in part on any interest payment date, in inverse order of maturity and by random selection within maturities if less than all of any maturity, at a redemption price (expressed as a percentage of the principal amount) set forth below, plus interest accrued to the date fixed for redemption:

Period During which Redeemed	Redemption Price

The Bonds maturing on _____, respectively, are subject to annual mandatory redemption prior to maturity by random selection in accordance with the requirements of the Ordinance at the principal amount thereof plus interest accrued to the date fixed for redemption, on _____ 1 of each of the years and in the principal amounts set forth below:

TERM BONDS		TERM BONDS	
Year	Principal Amount	Year	Principal Amount

The Bonds are payable only from and are secured by the revenues to be derived from the operation of the combined waterworks and sewerage system of the City (the "System"), which is under the supervision and control of The Municipal Utility Commission of the City, and a reserve account funded with a portion of the proceeds of the Bonds. Said revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the City within any constitutional or statutory provision or limitation, nor shall the City be obligated to pay the same or the interest hereon

except from said special fund provided from the revenues from the operation of the System or said reserve account. By the Ordinance, the City has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always provide revenues at least sufficient to provide for all reasonable expenses of repair, maintenance and operation of the System and leave a balance each year equal to at least 125% of the average annual amount required to pay the interest and principal as the same become due and accomplish retirement of the Bonds and all bonds on a parity therewith for the payment of which such revenues have or shall have been pledged, charged or otherwise encumbered. Such required payments shall constitute a first charge upon all the net revenues of the System. The City has entered into certain further covenants with the holders of the Bonds for the terms of which reference is made to the Ordinance. Remedies provided the holders 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.

All moneys received from the sale of the Bonds shall be applied solely to refund the outstanding waterworks and sewerage system revenue bonds of the City, to fund a reserve account for the Bonds and pay other costs in connection therewith, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the holder or holders of said 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 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 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 of the Bonds.

All provisions of the Ordinance 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 has caused this Bond to be signed by its Mayor, attested by its City Clerk and its corporate seal to be imprinted hereon, all as of the Bond Date.

CITY OF ST. ALBANS

_____

Mayor

[SEAL]

ATTEST:

_____

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Waterworks and Sewerage System Refunding 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: _____

_____
as Registrar

By _____
Its Authorized Officer

[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:

_____

ARTICLE IV

SYSTEM REVENUES AND APPLICATION THEREOF

Section 4.01. System Revenues and Application Thereof. So long as any of the Bonds shall be outstanding and unpaid, the City covenants with the holders of the Bonds as follows:

A. The entire Revenues derived from the operation of the System and all parts thereof shall be deposited by the City in a special fund in the Depository Bank, which fund, to be designated the "Waterworks and Sewerage System Revenue Fund" (the "Revenue Fund"), is hereby established. 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 used only for the purposes and in the manner herein provided. All Revenues at any time remaining on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The City shall first each month, from the moneys in the Revenue Fund, pay all reasonable Operating Expenses of the System.

(2) Thereafter, from the moneys in the Revenue Fund, the City shall, on the first day of each month, commencing with and including the month to be hereafter designated by resolution of Council, apportion and set apart out of the Revenue Fund and remit to the Commission, for deposit in a fund to be known as the "Sinking Fund," which is hereby created and established, a sum equal to one-sixth (1/6) of the amount of interest which will become due on said Bonds on the next ensuing semiannual interest payment date; provided, however, that, in the event the period to elapse between said initial payment date and the next semiannual interest payment date is less than seven (7) months, then such monthly payments shall be increased proportionately to provide the required amount of interest maturing on the next semiannual interest payment date one month prior to said date.

The City shall also apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in said Sinking Fund, on the first day of each month, beginning on the first day of that month which is thirteen (13) months prior to the first principal payment date of said Bonds, 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.

The City shall also, from the Revenue Fund, remit to the Commission on such dates or at such other times, as the Commission shall require, such additional sums as shall be

necessary to pay the fiscal agency charges due for paying the Bonds and the interest thereon.

Moneys in the Sinking Fund shall be used only for the purposes of paying principal of and interest on the Bonds as the same shall become due.

The City shall not be required to make any further payments into said Sinking Fund when the aggregate amount of funds in the Sinking Fund, including the Reserve Account therein, is at least equal to the aggregate principal amount of Bonds issued pursuant to this Ordinance then Outstanding, plus the amount of interest due or thereafter to become due on said Bonds then Outstanding.

As and when additional Bonds ranking on a parity with the Series 1990 Bonds herein authorized are issued, provision shall be made for additional payments into said Sinking Fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at or before maturity.

The payments into the 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.

(3) Then from the moneys remaining in the Revenue Fund, the City shall next, each month, apply such moneys, to the full extent necessary, for deposit into the Reserve Account, or if the Reserve Account is funded with a letter of credit (the "Reserve Account Letter of Credit") for payment of or reimbursement to the issuer of any Reserve Account Letter of Credit in respect of amounts drawn under the Reserve Account Letter of Credit, including interest thereon, as a result of (i) the valuation of investments in the Reserve Account results in a determination that the amount of moneys and the Value of the Qualified Investments deposited to the credit of the Reserve Account is less than the Reserve Account Requirement, or (ii) amounts have been withdrawn from the Reserve Account, including any drawing made under a Reserve Account Letter of Credit, for deposit into the Sinking Fund, beginning with the first full calender month following the event described in either clause (i) or (ii) above. To the extent Revenues and any other legally available funds are available therefor, the amount so deposited shall be used first to repay the issuer of a Reserve Account Letter of Credit in full as a result of a drawing on a Reserve Account Letter of Credit, notwithstanding that such amount may not be due and payable, and next to restore the amount of moneys on deposit in

the Reserve Account to an amount equal to the Reserve Account Requirement; provided, that in no event shall the amount deposited into the Reserve Account in any month be less than, in the event the deficiency in the Reserve Account Requirement is due to a decrease in the Value of the Qualified Investments therein in excess of 10% of such amount, an amount equal to 1/4th of the amount of such deficiency, and otherwise, an amount equal to 1/12th of the amount of the deficiency in the Reserve Account determined as set forth in clause (ii) above and the amount then withdrawn from the Reserve Account, including any amount due to the issuer of any Reserve Account Letter of Credit as described in clause (ii) above (it being understood that any such 1/12th payment shall be made in such amount for 12 consecutive months unless the amount in the Reserve Account shall have been made equal to the Reserve Account Requirement prior to such twelfth consecutive month); and provided further, that no payments shall be required to be made into the Reserve Account whenever and as long as the amount deposited therein (including any Reserve Account Letter of Credit) shall be equal to the Reserve Account Requirement, plus any amount which has been drawn under the Reserve Account Letter of Credit and interest thereon.

To the extent the City causes to be deposited into the Reserve Account a Reserve Account Letter of Credit that is for a term of years shorter than the final maturity of the Bonds or any additional Bonds so secured, then the Reserve Account Letter of Credit shall provide, among other things, that the issuer thereof shall provide the City (and the City shall send a copy of such notice to the Commission and the Depository Bank) with annual notice on or prior to each anniversary of the date of the issuance of the Reserve Account Letter of Credit (the "Renewal Date") of the intention of the issuer thereof either to (i) extend the term of the Reserve Account Letter of Credit beyond the expiration date thereof, or (ii) terminate the Reserve Account Letter of Credit on the initial expiration date thereof or such other future date as the issuer thereof shall have established. If the issuer of the Reserve Account Letter of Credit notifies the City pursuant to clause (ii) of the immediately preceding sentence or if the City opts not to extend the expiration date of the Reserve Account Letter of Credit, then the City shall deposit in the Reserve Account, each month, beginning with the first full calendar month following the Renewal Date, such sums as shall be sufficient to pay an amount equal to a fraction, the numerator of which is 1 and the denominator of which is equal to the number of months remaining in the term of the Reserve Account Letter of Credit, of the amount of the Reserve Account Requirement minus cash or Qualified Investments on deposit in the Reserve Account (it being understood that such payment shall be made in such amount for each consecutive month until the expiration of the Reserve Account Letter of Credit unless the amount in the Reserve Account shall have been equal to the Reserve Account Requirement

after the issuance of the Bonds or such additional Bonds prior to such expiration date). The total amount on deposit in the Reserve Account, as a result of the aforementioned payments, upon the expiration of such Reserve Account Letter of Credit shall be equal to the Reserve Account Requirement. The City may, with the prior written consent of AMBAC Indemnity, obtain a new Reserve Account Letter of Credit in lieu of making the payments required by this paragraph.

To the extent the City causes to be deposited into the Reserve Account a Reserve Account Letter of Credit, such Reserve Account Letter of Credit shall be held by the Depository Bank and amounts drawn thereunder shall be deposited directly with the Commission for the benefit of the City (upon the giving of notice as required thereunder) on any interest or principal payment date on which a deficiency with respect to the Bonds exists, and the Depository Bank shall draw upon such Reserve Account Letter of Credit in accordance with the terms thereof; provided, however, that prior to a drawing on such Reserve Account Letter of Credit, the Depository Bank shall first satisfy any such deficiency from the moneys legally available for such purpose. If the City has not repaid the issuer of the Reserve Account Letter of Credit within 2 years from the date of a drawing thereunder, the consent of AMBAC Indemnity, shall be required for any future drawing thereunder. The City shall evidence its obligation to reimburse the issuer of a Reserve Account Letter of Credit by executing and delivering a note to such issuer.

(4) Thereafter, from the moneys remaining in said Revenue Fund, the City shall next, on the first day of each month commencing with the first month in which interest shall be payable from the Revenue Fund, remit to the Depository Bank for deposit in a special depreciation account, to be designated the "Renewal and Replacement Fund," which account is hereby established and created, a sum equal to two and one-half percent (2 1/2%) of the Revenues each month, exclusive of any payments for the account of the Reserve Account in the Sinking Fund. No further payments shall be required to be made into said Renewal and Replacement Fund when there shall have been deposited therein, and so long as there shall remain on deposit therein, an amount equal to ten percent (10%) of the principal amount of all outstanding Bonds payable from the Sinking Fund. All funds in said Renewal and Replacement Fund shall be kept apart from all other municipal funds and shall be invested and reinvested, at the direction of the City, in Qualified Investments to the fullest extent possible under applicable laws, this Ordinance and the need for such moneys for the purposes set forth below.

Withdrawals and disbursements may be made from said Renewal and Replacement Fund only for the following purposes and in the following order of priority:

(a) To make up any deficiency in the Reserve Account (so that the amount on deposit therein is at least equal to the Reserve Account Requirement);

(b) For the payment of the principal of (including the principal amount to be paid under the mandatory redemption schedules) or interest on the Bonds, but only in the event that at the time of such withdrawal there are not sufficient funds for such purpose in the Sinking Fund (including the Reserve Account);

(c) For the payment of the reasonable costs of land and depreciable renewals, repairs, extensions, improvements and additions to the System; provided, that such depreciable items shall be depreciable over a period of not less than five (5) years in accordance with generally accepted accounting principles;

(d) For debt service on obligations not on a parity with the Bonds, the proceeds of which obligations were used to finance such land and depreciable renewals, repairs, extensions, improvements and additions to the system; or

(e) Moneys in the Renewal and Replacement Fund in excess of a sum which, upon written resolution of the Council, is sufficient for land and depreciable renewals, repairs, extensions, improvements and additions to the System or any part thereof during the 24 calendar months next following adoption of such resolution may be transferred by the City to the Sinking Fund and used for optional redemption or for purchase of Bonds. In the event of purchase of Bonds, the City may direct the purchase of Bonds offered for sale at the lowest price below the redemption price of such Bonds.

(5) Whenever all of the required and provided transfers and payments from said Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in said Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid for operating expenses and into the Sinking Fund and the Renewal and Replacement Fund during the next succeeding three (3) months, such excess shall be considered as surplus revenues. Said surplus revenues shall be first used for the acquisition and construction of extensions, additions, betterments and improvements to the System, and, thereafter, to the extent not needed for such purposes, may be used to purchase Bonds upon the open market at not exceeding the then applicable redemption price or to call and redeem the Bonds on the next succeeding interest payment date or for any lawful purpose of the System.

(6) If on any monthly payment date the revenues of the System are insufficient to make the required deposits in any of the funds as hereinabove provided, the deficiency shall be made up on the next ensuing payment dates by payments in addition to the payments which are otherwise required to be made into the funds on such ensuing payment dates.

B. The Commission is hereby designated as the fiscal agent for the administration of the Sinking Fund created hereunder, and all amounts required for said Sinking Fund shall be remitted to the Commission from said Revenue Fund and from the proceeds of the sale of the Bonds, as provided in Article V hereof, by the City at the times provided herein. All remittances made by the City to the Commission shall clearly identify the fund or account into which each amount is to be deposited.

C. The moneys on deposit in the Revenue Fund and the Renewal and Replacement Fund (unless remitted to the Commission) in excess of the sum insured by the maximum amounts insured by the FDIC shall at all times be secured, to the full extent thereof in excess of such insured sum, by Government Obligations or such other obligations as shall be eligible as security for deposits of State and municipal funds under the laws of the State of West Virginia.

D. The Commission shall invest the funds which it holds pursuant to this Ordinance, including the Reserve Account in the Sinking Fund, to the fullest possible extent so that all moneys shall be invested for the maximum possible period consistent with the tenor hereof.

E. Anything to the contrary herein notwithstanding, when the aggregate sum in the Sinking Fund, including the Reserve Account therein, is sufficient to pay and redeem all the Bonds Outstanding and all interest accrued and to accrue thereon and any applicable redemption premiums, the City shall cause all the Bonds to be paid or called and redeemed at the earliest practicable date permitted, pursuant to the provisions hereof as to redemption of Bonds.

Section 4.02. Reserve Account Insurance Policy. In lieu of funding the Reserve Account with cash or Qualified Investments, the Reserve Account Requirement may be satisfied by the purchase by the City of a Reserve Account insurance policy and/or the deposit into the Reserve Account of a Reserve Account Letter of Credit in an amount at least equal to the Reserve Account Requirement. The City hereby authorizes the purchase of a Reserve Account insurance policy or the execution and delivery of a credit agreement and note with respect to such a Letter of Credit in such forms as shall be set forth in the Supplemental Resolution.

Section 4.03. Payment Procedure Pursuant to Municipal Bond Insurance Policy.

A. As long as the bond insurance shall be in full force and effect, the City, the Registrar and any Paying Agent agree to comply with the following provisions:

(a) if five (5) days prior to an interest payment date the Paying Agent determines that there will be insufficient funds in the Funds and Accounts to pay the principal of or interest on the Bonds on such interest payment Date, the Paying Agent shall so notify AMBAC Indemnity. Such notice shall specify the amount of the anticipated deficiency, the Bonds to which such deficiency is applicable and whether such Bonds will be deficient as to principal or interest, or both. If the Paying Agent has not so notified AMBAC Indemnity five (5) days prior to an interest payment date, AMBAC Indemnity will make payments of principal or interest due on the Bonds on or before the fifth (5th) day next following the date on which AMBAC Indemnity shall have received notice of nonpayment from the Paying Agent.

(b) the Paying Agent shall, after giving notice to AMBAC Indemnity as provided in (a) above, make available to AMBAC Indemnity and, at AMBAC Indemnity's direction, to the United States Trust Company of New York, as insurance trustee for AMBAC Indemnity or any successor insurance trustee (the "Insurance Trustee"), the registration books of the City maintained by the Registrar and all records relating to the Funds and Accounts maintained under this Ordinance.

(c) the Registrar shall provide AMBAC Indemnity and the Insurance Trustee with a list of registered owners of Bonds entitled to receive principal or interest payments from AMBAC Indemnity under the terms of the Municipal Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of Bonds entitled to receive full or partial interest payments from AMBAC Indemnity and (ii) to pay principal upon Bonds surrendered to the Insurance Trustee by the registered owners of Bonds entitled to receive full or partial principal payments from AMBAC Indemnity.

(d) the Registrar shall, at the time it provides notice to AMBAC Indemnity pursuant to (a) above, notify registered owners of Bonds entitled to receive the payment of principal or interest thereon from AMBAC Indemnity (i) as to the fact of such entitlement, (ii) that AMBAC Indemnity will remit to them all or a part of the interest payments next coming due upon proof of Bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii)

that should they be entitled to receive full payment of principal from AMBAC Indemnity, they must surrender their Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Bonds to be registered in the name of AMBAC Indemnity) for payment to the Insurance Trustee, and not the Paying Agent and (iv) that should they be entitled to receive partial payment of principal from AMBAC Indemnity, they must surrender their Bonds for payment thereon first to the Paying Agent, who shall note on such Bonds the portion of the principal paid by the Paying Agent and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) in the event that the Paying Agent has notice that any payment of principal of or interest on a Bond which has become Due for Payment and which is made to a Bondholder by or on behalf of the City has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee or Paying Agent, if any, shall, at the time AMBAC Indemnity is notified pursuant to (a) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from AMBAC Indemnity to the extent of such recovery if sufficient funds are not otherwise available, and the Paying Agent shall furnish to AMBAC Indemnity its records evidencing the payments of principal of and interest on the Bonds which have been made by the Paying Agent and subsequently recovered from registered owners and the dates on which such payments were made.

(f) in addition to those rights granted AMBAC Indemnity under this Ordinance, AMBAC Indemnity shall, to the extent it makes payment of principal of or interest on Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Municipal Bond Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Paying Agent shall note AMBAC Indemnity's rights as subrogee on the registration books of the City maintained by the Paying Agent upon receipt from AMBAC Indemnity of proof of the payment of interest thereon to the registered owners of the Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Paying Agent shall note AMBAC Indemnity's rights as subrogee on the registration books of the City maintained by the Paying Agent upon surrender of the Bonds by the registered owners thereof together with proof of the payment of principal thereof.

ARTICLE V

APPLICATION OF SERIES 1990 BOND PROCEEDS

Section 5.01. Application of Series 1990 Bond Proceeds.

A. All accrued interest received from the Original Purchaser of the Series 1990 Bonds shall be deposited in the Sinking Fund and used to pay the next maturing interest on the Bonds.

B. The amount of the Series 1990 Bond proceeds necessary to refund the Prior Bonds, which amount shall be set forth in the Supplemental Resolution, shall be applied by the City pursuant to the provisions of the Escrow Agreement.

C. An amount which, together with other funds, if any, available therefor, equals the Reserve Account Requirement shall be remitted to the Commission for deposit in a Reserve Account, hereby established in the Sinking Fund.

Moneys in the Reserve Account shall be used only for the purpose of payment of maturing principal of or interest on the Bonds when other moneys in the Sinking Fund are insufficient therefor, and for no other purpose; provided, however, that earnings on the Reserve Account shall, to the extent that amounts on deposit therein exceed the Reserve Account Requirement, be paid into the Revenue Fund.

As and when additional Bonds ranking on a parity with the Series 1990 Bonds herein authorized are issued, provision shall be made for depositing in the Reserve Account an amount such that the balance on deposit therein equals the Reserve Account Requirement, taking into account such additional parity Bonds.

The City shall direct the Commission to invest and reinvest moneys in the Reserve Account in Qualified Investments to the fullest extent possible under applicable laws, this Ordinance and the need for such moneys for the purposes set forth above.

D. The remaining moneys derived from the sale of the Series 1990 Bonds shall be deposited by the City in the Costs of Issuance Account.

Section 5.02. Costs of Issuance Account. There is hereby created and established in a bank authorized to receive deposits of state and municipal funds a special fund to be known as the "City of St. Albans Series 1990 Bonds Costs of Issuance Account," which account shall be kept separate and apart from all other funds of the City, and disbursed upon

requisition by the City to pay Costs of Issuance approved by the Utility Commission. The moneys in said account shall be secured at all times by the deposit in such bank, as security, of Government Obligations having a fair market value at least equal to the balance in said fund in excess of the amount insured by the FDIC. 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 shall be deposited by the City in the Sinking Fund. 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 holders of the Series 1990 Bonds.

ARTICLE VI

ADDITIONAL COVENANTS OF THE CITY

Section 6.01. 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 holder or holders of the Bonds. In addition to the other covenants, agreements and provisions of this Ordinance, the City hereby covenants and agrees with the holders of the Bonds as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of said Bonds, or the interest thereon, is outstanding and unpaid.

Section 6.02. Bonds Not To Be Indebtedness of the City. The Bonds shall not 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 revenues of the System, or from the Reserve Account, as herein provided. No holder or holders of any Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power of the City to pay said Bonds or the interest thereon.

Section 6.03. Notices to be Given to AMBAC Indemnity. While the Municipal Bond Insurance Policy is in effect, the City shall furnish to AMBAC Indemnity:

(a) as soon as practicable after the filing thereof, a copy of any financial statement of the City and a copy of any audit and annual report of the City;

(b) a copy of any notice to be given to the registered owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of Bonds, and any certificate rendered pursuant to this Ordinance relating to the

security for the Bonds; and (c) such additional information as it may reasonably request.

The City will permit AMBAC Indemnity to discuss the affairs, finances and accounts of the City or any information AMBAC Indemnity may reasonably request regarding the security for the Bonds with appropriate officers of the City. The City will permit AMBAC Indemnity to have access to the Project and have access to and make copies of all books and records relating to the Bonds at any reasonable time.

AMBAC Indemnity shall have the right to direct an accounting at the City's expense, and the City's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from AMBAC Indemnity shall be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any registered owner of the Bonds.

Notwithstanding any other provision of this Ordinance, the City shall immediately notify AMBAC Indemnity if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default hereunder.

Section 6.04. Rates. Prior to the issuance of the Bonds, just and equitable rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and copies of such rates and charges so fixed and established shall at all times be kept on file in the office of the Utility Commission and in the office of the City Clerk, each of which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce gross revenues from said System sufficient to pay operating expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant with a margin for contingencies and temporary unanticipated reduction in income and revenues, the City hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be at least sufficient to provide for all reasonable operating expenses of the System and leave a balance each year equal to at least one hundred twenty-five percent (125%) of the average annual amount required to pay the interest and principal as the same become due and accomplish retirement of all Bonds for the payment of which such revenues

have or shall have been pledged, charged or otherwise encumbered. All such rates and charges, if not paid when due, shall constitute a lien upon the premises served by the System.

Section 6.05. Operation and Maintenance. The City 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 said System in the manner provided in this Ordinance.

Section 6.06. 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 Bonds Outstanding. The proceeds from such sale, mortgage, lease or other disposition of the System shall immediately be remitted to the Commission for deposit in the Sinking Fund, and the City shall direct the Commission to apply such proceeds to the payment of principal and interest at the maturity of 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 ten thousand dollars ($10,000), the Utility Commission shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the City 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 ten thousand dollars ($10,000) but not in excess of one hundred thousand dollars ($100,000), the Utility Commission shall first, in writing, determine with the written approval of a consulting engineer that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof, and the City Council may then, if it be so advised, by resolution duly adopted, approve and concur in such finding and authorize such sale, lease or

other disposition of such property upon public bidding. The proceeds derived from any such sale, lease or other disposition of such property, in excess of ten thousand dollars ($10,000) and not in excess of one hundred thousand dollars ($100,000), shall be remitted by the City to the Commission for deposit in the Sinking Fund and shall be applied only to the redemption of Bonds of the last maturities then outstanding or to the purchase of Bonds of the last maturities then outstanding at prices not greater than the redemption price of such Bonds. Such payments of such proceeds into the Sinking Fund or the Renewal and Replacement Fund shall not reduce the amounts 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 one hundred thousand dollars ($100,000) and insufficient to pay or redeem prior to maturity all the Bonds then Outstanding without the prior approval and consent in writing of the holders, or their duly authorized representatives, of sixty-six and two-thirds percent (66-2/3%) in amount of Bonds then Outstanding. The City shall prepare the form of such approval and consent for execution by the then holders of the Bonds, for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 6.07. Issuance of Other Obligations Payable out of Revenue and General Covenant Against Encumbrances. The City shall not issue any other obligations whatsoever, except pari passu additional Bonds provided for in Section 6.08 hereof, payable from the Revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such Revenues with the Bonds; and all obligations hereafter issued by the City payable from the Revenues of the System, except such additional 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.

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 said pari passu additional Bonds, being on a parity with the lien of the Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Bonds and the interest thereon in this Ordinance or upon the System or any part thereof.

Section 6.08. Additional Parity Bonds. No additional parity Bonds, as in this Section defined, payable out of the revenues of the System, shall be issued after the issuance of

any Bonds pursuant to this Ordinance, except under the conditions and in the manner herein provided.

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

No such additional parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by Independent Accountants, based upon the necessary investigation and certification by a consulting engineer, 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 additional 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 additional parity Bonds, shall not be less than one hundred twenty-five percent (125%) of the average annual amount which will mature and become due for principal of and interest on the following:

(1) The Series 1990 Bonds;

(2) Any additional parity Bonds theretofore issued pursuant to the provisions contained in this Ordinance then outstanding; and

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

The "estimated average increased annual Net Revenues to be received in each of the 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 additional parity Bonds, and shall not exceed the amount to be stated in a certificate of a consulting engineer, which shall be filed in the office of the City Clerk prior to the issuance of such additional parity Bonds, adjusted as provided in the following paragraph.

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 a consulting engineer and the Independent

Accountants as stated in a certificate jointly made and signed by a consulting engineer and the Independent 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 additional parity Bonds.

Not later than simultaneously with the delivery of such additional parity Bonds, the City shall have entered into written contracts for the immediate acquisition or construction of such extensions, additions, betterments or improvements to the System which are to be financed by such additional parity Bonds.

The term "additional parity Bonds," as used in this Section, shall be deemed to mean additional Bonds issued under the provisions and within the limitations of this Section, payable from the Revenues of the System on a parity with the Series 1990 Bonds, and all the covenants and other provisions of this Ordinance (except as to details of such additional parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the holders of the Series 1990 Bonds and the holders of any additional parity Bonds subsequently issued from time to time within the limitations of and in compliance with this Section. All the 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 Bond over any other. 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 additional Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Ordinance.

The term "additional parity Bonds," as used in this Section, 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 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 equally, as to lien and source of and security for payment from such Revenues, with the Bonds except in the manner and under the conditions provided in this Section.

No additional parity Bonds, as in this Section defined shall 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 additional parity Bonds.

The City may issue additional parity Bonds without compliance with any other conditions for the purpose of refunding prior to maturity any 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.

Section 6.09. Insurance. The City will carry such insurance 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, which insurance shall at all times be in an amount or amounts equal to the fair appraisal value of the buildings, properties, furniture, fixtures and equipment of the System. 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 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.

Section 6.10. Consulting Engineer. The City will retain a recognized, qualified independent consulting engineer on an biannual basis to supervise generally the operation, maintenance and repair of the System and to report biannually to the City in writing their recommendations and comments as to the System. Such biannual report of a consulting engineer, or a summary thereof, shall be made available at reasonable times to any Bondholder requesting the same.

Section 6.11. 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 himself or herself 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 6.12. Enforcement of Collections. The City will diligently enforce and collect all fees, rates, 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, rates, rentals or other charges that shall become delinquent to the full extent permitted or authorized by the laws of the State of West Virginia. 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 or facilities of the System, or of the waterworks system or sewerage system constituting a part thereof, shall remain unpaid for a period of thirty (30) days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid. The City further covenants and agrees that it will, to the full extent permitted by law, and any rules and regulations promulgated by the Public Service Commission of West Virginia applicable thereto, discontinue and shut off both the water and sewerage services and facilities of the System to all delinquent users of the services and facilities of the System, or of the waterworks system or sewerage system constituting a part thereof, and will not restore either water or sewerage services of the System until all delinquent charges for the service and facilities of the System, or of the waterworks system or sewerage system constituting a part thereof, plus reasonable interest penalty charges for the restoration of service, have been fully paid.

Section 6.13. No Competing Franchise. To the extent allowed 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 whatsoever for the providing of any services which would compete with services provided by the System.

Section 6.14. 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 holder of a Bond or Bonds issued 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 currently accepted accounting practices in accordance with the rules and regulations of the Public Service Commission of West Virginia and the Act. 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, in the books, and along with 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 the City.

The City shall file with a consulting engineer and the Original Purchaser within 120 days following the end of each Fiscal Year, and shall mail in each year to any Bondholder requesting the same, an annual report containing the following:

A. A statement of Revenues and Operating Expenses from the System.

B. A balance sheet statement showing all deposits in all the funds and accounts provided for in this Ordinance, and the status of all said funds.

The City shall also, at least once a year, cause the books, records and accounts of the System to be completely audited by Independent Accountants, shall mail upon request, and made available generally, the report of said Independent Accountants, or a summary thereof, to any Bondholder issued pursuant to this Ordinance, and shall file said report with the Original Purchaser.

Section 6.15. Initial Schedule of Rates. The rates, fees and other charges for the use of the services and facilities of the System established under an ordinance of the City enacted on or before the date of the adoption or enactment of a resolution or ordinance adopted or enacted in connection with the sale of the Bonds as provided herein shall constitute the initial schedule of rates for said System for purposes of this Ordinance.

Section 6.16. Operating Budget. The Utility Commission 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 a consulting engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such

increased expenditures shall be made until the Utility Commission 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 the further certificate of a consulting engineer 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 any Bondholder who shall file his or her address with the City and request in writing that copies of any 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 Bondholder or anyone acting for and in behalf of such Bondholder.

Section 6.17. Existence of Utility Commission. The management, operation and control of the System will be vested in the Utility Commission, or some other separate successor agency of the City, during the period in which any Bonds issued hereunder are outstanding.

Section 6.18. Public Purpose Bonds. The System will be solely operated for a public purpose and as a local governmental activity of the City.

Section 6.19. Private Activity 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 in a manner which would result in the exclusion of the Bonds from the treatment afforded by Section 103(a) of the Code by reason of the classification of the Bonds 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.

Section 6.20. Filings. The City will file all statements, instruments and returns necessary to assure the tax-exempt status of the Bonds, including, without limitation, the information return required under Section 149(e) of the Code.

Section 6.21. Right 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 9.01 hereof, the City through Council shall without consent of the Registered Owners of the Bonds or AMBAC Indemnity 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 Bonds. In making their 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 Purchaser.

Section 6.22. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, AMBAC Indemnity, the Paying Agent and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, AMBAC Indemnity, the Paying Agent and the registered owners of the Bonds.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. A. Each of the following events shall constitute an "Event of Default" with respect to the Bonds.

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

(B) If default occurs in the City's observance of any of the covenants, agreements or conditions on its part relating to the Bonds set forth in this Ordinance, the Supplemental Resolution or in the Bonds 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

(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.

Section 7.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any

appropriate action, suit or proceeding to enforce his or her rights and in particular (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the 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 or charges for services rendered by the System (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the City to account as if it were the trustee of an express trust for the Registered Owners of the Bonds,and (v) by action or bill in equity enjoin any acts in violation of the ordinance with respect to the Bonds, or the rights of such Registered Owners.

Upon the occurrence of an event of default, the Commission may, with the consent of AMBAC Indemnity, and shall, at the direction of AMBAC Indemnity or 51% of the Bondholders with the consent of AMBAC Indemnity, by written notice to the City and AMBAC Indemnity, declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Ordinance or in the Bonds to the contrary notwithstanding.

Section 7.03. Appointment of Receiver. Any Registered Owner of a Bond 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 when the same shall become due, or in the payment of the principal of any Bond or Bonds 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 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 issued and authorized pursuant to this Ordinance and interest thereon 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 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 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.

Section 7.04. Consent of AMBAC Indemnity Upon Default. Anything in this Ordinance to the contrary notwithstanding, upon the occurrence and continuance of an event of

default as defined herein, AMBAC Indemnity shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders for the benefit of the Bondholders under this Ordinance, including, without limitation, acceleration of the principal of the Bonds as described in this Ordinance and the right to annul any declaration of acceleration, and AMBAC Indemnity shall also be entitled to approve all waivers of events of default.

ARTICLE VIII

INVESTMENT OF FUNDS; NON-ARBITRAGE

Section 8.01. Investments. Any moneys held as a part of the funds and accounts created by this 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 1990 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 determination of the Value of the investments shall be made once a month. 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 8.02. Arbitrage. The City covenants that (i) it will restrict the use of the proceeds of the Series 1990 Bonds in such manner and to such extent as may be necessary, in view of the City's reasonable expectations at the time of issuance of the Series 1990 Bonds, so that the Series 1990 Bonds will not constitute "arbitrage bonds" under Section 148

of the Code and the Regulations, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Series 1990 Bonds) so that the interest on the Series 1990 Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

ARTICLE IX

MISCELLANEOUS

Section 9.01. A. Modification or Amendment. No material modification or amendment of this Ordinance or of any ordinance or resolution amendatory hereof or supplemental hereto which would materially and adversely affect the rights of Bondholders shall be made without the consent in writing of the holders of two-thirds (2/3) or more in principal amount of the Bonds then outstanding; provided, however, that no change shall be made in the maturity of any 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 holder thereof. No amendment or modification shall be made which would reduce the percentage or modification of the principal amount of Bonds required for consent to the above permitted amendments or modifications.

B. Any provision of this Ordinance expressly recognizing or granting rights in or to AMBAC Indemnity may not be amended in any manner which affects the rights of AMBAC Indemnity hereunder without the prior written consent of AMBAC Indemnity.

C. Unless otherwise provided in this Section, AMBAC Indemnity's consent shall be required in addition to Bondholder consent, when required, for the following purposes: (i) execution and delivery of any supplemental ordinance and (ii) initiation or approval of any action not described in (i) above which requires Bondholder consent.

Section 9.02. 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 9.03. 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 9.04. 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 happen, 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 City Council 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 9.05. Defeasance. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the holders of all Bonds the principal thereof, and redemption premium, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then 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 Bondholders shall thereupon cease, terminate and become void and be discharged and satisfied.

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 such Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All Bonds shall prior to the maturity or redemption thereof be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the City shall have given the Commission in form satisfactory to it irrevocable instructions to publish as provided herein notice of redemption of such Bonds on said date, (b) there shall have been deposited with the Commission 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 Commission at the same or earlier time, shall be sufficient, to pay when due the principal of and redemption premium, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date of maturity date thereof, as the case may be, and an opinion of nationally recognized bond counsel and a verification from an Independent Accountant, and (c) in the event said Bonds are not by their terms subject to redemption, or are otherwise not to be redeemed by the City, within the next succeeding sixty (60) days, the City shall have given the Commission in form satisfactory to it irrevocable instructions

to publish, as soon as practicable, a notice to the holders of such Bonds that the deposit required by (b) above has been made with the Commission and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of, interest on, and redemption premium, if applicable, on said Bonds. Neither securities nor moneys deposited with the Commission pursuant to this Section nor principal or interest payments on any such securities 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 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.

In the event that the principal and/or interest due on the Bonds shall be paid by AMBAC Indemnity pursuant to the Municipal Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City, and the assignment and pledge of the Trust Estate and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of AMBAC Indemnity, and AMBAC Indemnity shall be subrogated to the rights of such registered owners.

Section 9.06. Effective Date. This Ordinance shall take effect after passage, public hearing and otherwise in the manner prescribed by law.

Exhibit A

ESCROW AGREEMENT

This AGREEMENT, made and entered into as of the _____ day of _____, _____, by and among the CITY OF ST. ALBANS, WEST VIRGINIA (hereinafter referred to as the "City"), the WEST VIRGINIA MUNICIPAL BOND COMMISSION (hereinafter referred to as the "Commission") and _____, a national banking association having and exercising full and complete trust powers, duly organized and existing under the laws of the United States of America (hereinafter referred to as the "Escrow Trustee").

W I T N E S S E T H T H A T:

WHEREAS, the City, pursuant to an ordinance passed on July 19, 1981, as amended and supplemented (the "Prior Ordinance"), issued its Waterworks and Sewerage System Refunding and Improvement Revenue Bonds, dated March 30, 1983 (the "Prior Bonds"), in the principal amount of $2,940,000, of which $_____ in principal amount are outstanding as of the date hereof;

WHEREAS, the Prior Bonds mature on the dates and bear interest at the rates set forth in Schedule A hereto;

WHEREAS, the City has determined to issue its Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990 (the "Series 1990 Bonds"), pursuant to Ordinance No. _____ passed on _____, 19___, as amended and supplemented on _____, 1990, (the "Ordinance"), a portion of the proceeds of which will be used to refund the Prior Bonds;

WHEREAS, the City will purchase for the Escrow Trustee on behalf of the City, with such Series 1990 Bond proceeds with other available funds, including funds transferred from the sinking fund, including the reserve account therein, United States Treasury Obligations that yield interest not in excess of the yield on the Series 1990 Bonds (the "Government Securities") described in Schedule B hereto;

WHEREAS, the Government Securities, which will be issued to the Escrow Trustee simultaneously with the delivery of the Series 1990 Bonds, are in such principal amount and mature and bear interest at such rates and are payable at such times and in such amounts as to insure the payment of the principal of the Prior Bonds as they severally mature and interest on the Prior Bonds as it comes due to the respective maturities thereof;

WHEREAS, the City has found it desirable to appoint the Escrow Trustee, and the Commission has agreed to such appointment, for the purposes of holding title, as trustee for the City, to the Government Securities, receiving payments of the principal thereof and interest thereon when due, disbursing to the paying agents such amounts as may be necessary to provide for payment of the Prior Bonds and the interest thereon when due, and holding and investing and reinvesting any cash balances which may at any time not be needed for immediate disbursement; and

WHEREAS, the Commission, at the request of the City, has taken all action necessary to appoint and designate _____, Charleston, West Virginia, as the Escrow Trustee to accomplish such purposes;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and in order further to secure payment of the Prior Bonds, as heretofore provided, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns, as follows:

1. Receipt of true and correct copies of the Prior Ordinances and the Prior Ordinance is hereby acknowledged by the Commission and the Escrow Trustee. Reference herein to or citation herein of any provisions of any of the Prior Ordinances or the Ordinance shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

2. There is hereby created and established with the Escrow Trustee a special and irrevocable trust fund designated the "City of St. Albans, West Virginia, Prior Waterworks and Sewerage System Revenue Bonds Escrow Fund (hereinafter referred to as the "Escrow Fund"), to be held in the custody of the Escrow Trustee, separate and apart from other funds of the City, the Commission or the Escrow Trustee. There is further hereby created and established within the Escrow Fund a Restricted Account and an Unrestricted Account, which shall be held separate and apart from one another and from other funds of the City, the Commission or the Escrow Trustee. The deposit of investments or moneys in the Escrow Fund shall constitute an irrevocable deposit of said investments or moneys in trust for, and such moneys and the investments thereof, together with any income or interest earned thereon, shall be applied, except as otherwise provided herein, to, the payment of the principal of and interest on the Prior Bonds as the same become due and payable, fees and expenses of the Escrow Trustee and paying agent fees on the Prior Bonds.

3. Concurrently with the delivery of the Series 1990 Bonds, the City shall apply $_____ from the proceeds of sale of the Series 1990 Bonds, other funds available therefor, including the funds transferred from the sinking fund, including the reserve account therein, created and maintained on account of the Prior Bond, to the purchase of the Government Securities described in Schedule B hereto. _____, Charleston, West Virginia, independent certified public accountants, have certificated, in their letter dated _____, 19___, attached hereto as Schedule E, that the Government Securities, together with the income to be derived from the investment of said moneys in the Government Securities, will be sufficient to pay the principal of and interest on the Prior Bonds as the same become due and payable.

4. The Government Securities shall be credited to the Escrow Fund. The Escrow Trustee shall deposit any proceeds (whether principal, interest or otherwise) derived from the Government Securities in the Escrow Fund. Upon determination by the Escrow Trustee that any proceeds derived from the Government Securities are in excess of the amounts needed (a) to pay the principal of, and interest on, the Prior Bonds on the next immediately succeeding payment dates set forth on Schedule A, and (b) to meet any scheduled deficit investment earnings for any of the Government Securities at any future time in order to pay the principal of, and interest on, the Prior Bonds, the Escrow Trustee shall accumulate such excess until the excess is sufficient to reinvest, to the extent practicable, in those Government Securities and on such minimum amounts as are set forth in Schedule B hereto and maturing at the times and in the amounts sufficient to pay when due the principal of, and interest on, the Prior Bonds as the same become due. In order to comply with Treasury regulations, in effect as of the date of this Agreement, the Escrow Trustee must reinvest any cash balances in excess of $1,000 attributable to the Escrow Fund in zero interest, six-month State and Local Government Certificates. Upon receipt of an opinion of nationally recognized bond counsel that such substitution will not cause any of the Series 1990 Bonds to be an "arbitrage bond" as defined in subsection (c)(2) of Section 103 of the Internal Revenue Code of 1986, as amended and then in effect, or to be subject to treatment under subsection (c)(1) of said Section as an obligation not described in subsection (a) of said Section, the Escrow Trustee may substitute other United States Treasury Obligations for the Government Securities described in Schedule B hereto, provided that the yield of such United States Treasury Obligations being substituted must equal or exceed the yield of the Government Securities described in B hereto for which they are being substituted. Except as provided above, the Escrow Trustee shall have no power or duty to invest any moneys held hereunder

or to make substitutions of the Government Securities hereunder, or to sell, transfer or otherwise dispose of Government Securities acquired hereunder.

5. The Escrow Trustee shall deposit directly with the paying agent or agents therefor, in immediately available funds, from the amounts held in the Escrow Fund on _____, _____, and on _____ in each year thereafter, an amount sufficient to pay the principal of the Prior Bonds on _____, 19___, and on each _____ 1 and _____ 1 of each year thereafter, an amount sufficient to pay the interest on the Prior Bonds.

6. The holders of the Prior Bonds shall have an express lien on all moneys and assets in the Escrow Fund until paid out, used and applied in accordance with this Agreement.

7. After the payment of all the Prior Bonds, and the interest thereon, the amounts remaining in the Escrow Fund shall be transferred to the Sinking Fund established under the Ordinance.

8. The Commission shall not be entitled to any fees for services rendered under this Agreement.

Concurrently with the delivery of the Series 1990 Bonds, the Escrow Trustee shall set apart in a separate account in the Escrow Fund, such account's being hereby created and designated as the "Fee and Expense Account," the amount of $_____ and shall immediately thereafter pay to itself the amount of $_____ from the Fee and Expense Account. On each anniversary date of the Agreement until and including _____, 19___, the Escrow Trustee shall pay to itself the amount of $___ from the Fee and Expense Account, in full payment of all of its fees and expenses for services rendered and to rendered hereunder for the entire term of this Agreement.

Of said $_____ deposited into the Fee and Expense Account, $_____ is to be used for payment to the paying agents for the Prior Bonds for their fees and expenses to be incurred with respect to their duties under the Prior Ordinances. The Escrow Trustee is hereby authorized to disburse $_____ in such amounts from time to time upon the submission of requisitions by the paying agents no earlier than the respective interest payment dates of the Prior Bonds.

Prior to the disbursement of funds from the Fee and Expense Account, the Escrow Trustee shall invest such funds in United States Treasury Obligations that yield interest not in excess of the yield on the Series 1990 Bonds at such times and in such amounts so as to provide moneys when needed for the purposes set forth above. The balance in the Fee and Expense Account after all fees have been paid shall be distributed as provided in Paragraph 7 hereof.

The City shall reimburse or pay to the Escrow Trustee any expenses or fees incurred by the Escrow Trustee in excess of the amounts herein furnished. In no event, however, shall the Escrow Trustee or the paying agents have any lien whatsoever upon any of the moneys or Government Securities in the Escrow Fund, other than in the Fee and Expense Account therein, for the payment of such fees or expenses.

9. The City and the Escrow Trustee independently hereby covenant that no part of the moneys or funds at any time in the Escrow Fund, including the Fee and Expense Account therein, shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any of the Series 1990 Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986, as amended.

10. Neither the Commission nor the Escrow Trustee shall have any responsibility in respect of the validity or sufficiency of this Agreement. The liability of the Commission and the Escrow Trustee for the payment of the principal of and the interest on the Prior Bonds shall be limited to the application of the moneys and Government Securities available for such purposes in the Escrow Fund. Neither the Commission nor the Escrow Trustee shall be liable or responsible because of the failure of the City to perform any act required of it by this Agreement or because of the loss of any moneys arising through the insolvency or the act or default or omission of any depository, other than the Escrow Trustee, in which such moneys shall have been deposited.

11. If any outstanding Prior Bonds or coupons are not presented for payment when due, and moneys are held by the Escrow Trustee for payment thereof, such moneys shall be held for such purposes for a period of six (6) years from the date such payment was due, at which time such moneys shall be paid to the City. Prior to such repayment by the Escrow Trustee to the City, the Escrow Trustee shall cause to be published at least twice at an interval of at least seven (7) days between publications in a financial newspaper customarily published at least once a day for at least five (5) days (other than legal holidays) a week, printed in the English language and circulated in the Borough of Manhattan, City and State of New York, a notice that said moneys remain unclaimed and that after a date named in said notice, which date shall be the date of such repayment and shall not be less than thirty (30) days after the date of the first publication of such notice, such moneys shall be paid to the City as its absolute property and free from trust. The City shall pay the cost of publishing such notice.

12. Concurrently with the execution of this Agreement and the defeasance of the lien of the Prior Bonds, the

Commission, at the express direction of the City, is to pay the funds held by it in the sinking fund, including the reserve account therein, created and maintained under the Prior Ordinances into the Escrow Fund, for the simultaneous purchase of Government Securities.

13. If any one or more of the covenants or agreements provided in this Agreement to be performed on the part of any of the parties hereto should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

14. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

15. This Agreement is made in the State of West Virginia under the Constitution and laws of such State and is to be so construed.

16. This Agreement shall terminate on the earlier of the date on which all the outstanding Prior Bonds have been paid and discharged in accordance with the respective provisions of the Prior Ordinances or, as described in Paragraph 11, above, six (6) years after the last date on which payment on the Prior Bonds is due. Government Securities in the Escrow Fund shall be transferred as provided in Paragraph 7 hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

CITY OF ST. ALBANS, WEST VIRGINIA

By _____
Its _____

WEST VIRGINIA MUNICIPAL BOND COMMISSION

By _____
Its _____

_____

By _____
Its _____

Schedule A

Schedule B

[United States Treasury Obligations]

Schedule C

[Letter of Independent Certified Public Accountants]

0291Z

Resolution No. _____

Introduced in Council:

March 14, 1990

Introduced by:

Mayor A. Eddie Bassitt

Adopted by Council:

March 14, 1990

A Resolution supplementing Ordinance No. 90-03 passed by the Council of the City of St. Albans on February 5, 1990, which was placed into effect on February 20, 1990, which Ordinance No. 90-03 authorized, among other things the refunding of all outstanding waterworks and sewerage system revenue bonds of the City of St. Albans, West Virginia; authorized the issuance of Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, of said City of St. Albans in the aggregate principal amount of not to exceed $3,500,000, along with other funds and moneys of, or available to, the City of St. Albans which may be lawfully expended for such purpose, made provision for such refunding, funded a reserve account for such Bonds and paid other costs in connection therewith; provided for the rights and remedies of and security for the holders of such Bonds; and adopted other provisions related thereto; establishing the date, series and aggregate principal amount of, respective rates of interest on, interest payment dates for, respective maturity dates, redemption provisions and places of payment of and certain other terms and provisions with respect to said waterworks and sewerage system refunding revenue bonds; approving the sale of such Bonds in accordance with a Contract of Purchase relating thereto; authorizing the distribution of a Preliminary Official Statement and an Official Statement relating thereto; appointing a depository bank for the funds and accounts with respect to such Bonds; appointing an escrow trustee with respect to the waterworks and sewerage system refunding and improvement bonds to be refunded with the proceeds of such Bonds; and providing for other matters relating thereto.

WHEREAS, by Ordinance 90-03 passed by the Council of the City of St. Albans, West Virginia (the "City"), on February 5, 1990, as placed into effect on February 20, 1990 (as supplemented hereby, the "Ordinance"), the City authorized among other things the issuance of not more than $3,500,000 in an aggregate principal amount of waterworks and sewerage system refunding revenue bonds (the "Bonds") to refund certain waterworks and sewerage system refunding and improvement revenue bonds (the "Prior Bonds") outstanding on April 1, 1990 in the aggregate principal amount of $2,770,000, to fund a reserve account with respect to such Bonds and to pay the costs of issuance thereof;

WHEREAS, it is necessary to determine and establish the date, series and aggregate principal amount of, respective rates of interest on, interest payment dates for, respective maturity dates, redemption provisions and places of payment of and certain other terms and provisions with respect to the Bonds;

WHEREAS, Wheat, First Securities, Inc. (the "Purchaser") has presented a contract of purchase dated as of the date of adoption of this resolution (the "Contract of Purchase") relating to the sale of the Bonds;

WHEREAS, it is in the best interest of the City and the citizens thereof that the Bonds be sold pursuant to the Contract of Purchase;

WHEREAS, it is necessary for the City to appoint a depository bank for funds and accounts with respect to the Bonds and an escrow trustee with respect to the Prior Bonds to be refunded with the proceeds of the Bonds;

WHEREAS, it is in the best interest of the City and the citizens thereof that the Ordinance be supplemented as set forth herein.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL OF THE CITY OF ST. ALBANS, WEST VIRGINIA:

1. The Bonds shall be dated March 1, 1990, shall be designated Series 1990, shall be in the aggregate principal amount of $3,100,000 and shall bear interest at such respective rates, payable on such dates, mature on such respective dates and be subject to such redemption, all as follows:

(A) The Bonds shall bear interest per annum from the date thereof until the respective dates and maturities or prior redemption thereof at such rates, payable semiannually on April 1 and October 1 of each year, commencing October 1, 1990, and shall mature on April 1 of such years and in such principal amounts, all as set forth below:

YEAR	PRINCIPAL AMOUNT	INTEREST RATE
1995	$ 85,000	6.35%
1996	90,000	6.45%
1997	95,000	6.55%
1998	100,000	6.65%
1999	110,000	6.75%
2000	115,000	6.85%
2001	120,000	6.95%
2002	130,000	7.00%
2013	2,255,000	7.40%

(B) The Bonds shall not be subject to optional redemption prior to April 1, 20000 At the option of the City, the Bonds will be subject to redemption prior to maturity on or after April 1, 2000, as a whole at any time and in part on any interest payment date, in inverse order of maturity if less than all and by random selection within maturities of less than all of any maturity, at a redemption price (expressed as a percentage of the principal amount) set forth below, plus interest accrued to the date fixed for redemption:

PERIOD DURING WHICH REDEEMED	REDEMPTION PRICE
April 1, 2000 through March 31, 2001	102%
April 1, 2001 through March 31, 2002	101%
April 1, 2002 and thereafter	100%

(C) The Bonds maturing on April 1, 2013, shall be subject to mandatory sinking fund redemption by random selection as may be determined by the Registrar at a redemption price equal to the principal amount thereof (without premium) plus accrued interest to redemption date on April 1 in the years and principal amounts as follows:

YEAR	PRINCIPAL AMOUNT
2003	$140,000
2004	150,000
2005	160,000
2006	175,000
2007	185,000
2008	200,000
2009	215,000
2010	230,000
2011	250,000
2012	265,000

In determining the principal amount of the Bonds maturing on April 1, 2013 to be redeemed on any mandatory sinking fund redemption date, there shall be deducted the principal amount of the Bonds maturing on April 1, 2013 delivered to the Registrar for cancellation on or before 60 days preceding any such mandatory sinking fund redemption date or any Bonds maturing on April 1, 2013 which prior to said date have been redeemed, other than through the operation of the sinking fund, and cancelled by the Registrar.

(D) Notice of Redemption. (i) Notice of redemption shall be given by the Registrar, by Mail, not less than thirty nor more than sixty days prior to the redemption date, to the holder of each Bond at the address shown on the registration books of the Registrar on the date such notice is

mailed. Each notice of redemption shall state the complete official name of the issue including series, the redemption date, the place of redemption, the redemption price, the CUSIP numbers and certificate numbers of the Bonds being redeemed and the name and address of the Paying Agent. In the event of a partial redemption the respective amount of each certificate shall also be stated. Such notice shall also state that the interest on the Bonds designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds the principal amount thereof to be redeemed and the premium thereon, if any, and interest accrued thereon, to the redemption date. No defect affecting any Bond, whether in the notice of redemption or mailing thereof (including any failure to mail such notice), shall affect the validity of the redemption proceedings for any other Bonds for which notice was properly given.

(ii) In the event any Bond to be redeemed has not been surrendered within 60 days after the redemption date, the Registrar shall send another notice to the Bondholder whose Bond has not been surrendered.

(iii) Upon surrender of any Bond redeemed in part only, the Registrar shall provide a replacement Bond of the same maturity as the Bond redeemed in part, in a principal amount equal to the portion of such Bond not redeemed. The Registrar shall mail such replacement Bonds to the registered owner thereof by first class mail at the Bondholder's address contained in the registration books or as otherwise instructed by the Bondholder. The Bond so surrendered shall be cancelled. Notwithstanding anything else contained herein to the contrary, the principal amount of any Bond redeemed shall be at least $5,000 or any whole multiple thereof.

(iv) Notice of redemption having been duly given as aforesaid, Bonds or portions thereof so called for redemption shall, on the redemption date designated in such notice, become due and payable at the redemption price specified in such notice, and interest on the Bonds or portions thereof so called for redemption shall cease to accrue, said Bonds or portions thereof shall cease to be entitled to any lien, benefit or security under the Ordinance, and the holders of said Bonds or portions thereof shall have no rights in respect thereof except to receive payment of the redemption price thereof.

(E) The Bonds shall be issued in fully registered form and in the denominations of $5,000 or any integral multiple thereof and shall be numbered from 1 upward consecutively. The Bonds shall be registered as provided by Sections 3.03 and 3.04 of the Ordinance.

(F) Charleston National Bank, Charleston, West Virginia, is hereby appointed Registrar and Paying Agent for the Bonds. Accordingly, both the principal of and interest on the Bonds are payable at the office of the West Virginia Municipal Bond Commission through Charleston National Bank, Charleston, West Virginia. The Registrar's Agreement between the City and Charleston National Bank, substantially in the form submitted to this meeting, shall be and the same is hereby approved. The Mayor shall execute and deliver the Registrar's Agreement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Registrar's Agreement by the Mayor shall be conclusive evidence of any approval required by this Section.

(G) Charleston National Bank shall signify its acceptance of the duties and obligations imposed upon it by the Ordinance by executing and delivering to the City a written acceptance thereof. Charleston National Bank shall be entitled to payment, reimbursement for reasonable fees for its services rendered under the Ordinance and all advances, counsel fees and other expenses reasonably and necessarily incurred in connection with such services, solely from the moneys available therefor.

2. The Bonds shall be sold to the Purchaser at the aggregate purchase price of $3,021,087.50, plus accrued interest from March 1, 1990, to the date of delivery of the Bonds, in accordance with the terms of the Contract of Purchase, in the form of such contract attached as Exhibit A hereto and by this reference made a part hereof. The Mayor is authorized and directed to execute and deliver the Contract of Purchase to the Purchaser.

3. The distribution by the Purchaser of the Preliminary Official Statement, dated March 6, 1990, relating to the Bonds, is hereby ratified and approved, and the distribution by the Purchaser of the Official Statement, dated the date hereof, relating to the Bonds, in substantially the form of such Official Statement attached as Exhibit B hereto and by this reference made a part hereof is hereby approved and the Mayor is authorized and directed to execute and deliver such Official Statement to the Purchaser.

4. The Revenue Fund and the Renewal and Replacement Fund shall be established with One Valley Bank, St. Albans, West Virginia.

5. Charleston National Bank, Charleston, West Virginia, is hereby appointed Escrow Trustee. The Mayor is hereby authorized and directed to enter into the Escrow Agreement in substantially the form attached to the Ordinance with such insertions and deletions as are approved by the Mayor. The Mayor's execution of such Escrow Agreement shall be

conclusive evidence of his approval of such insertions and deletions.

6. Pursuant to Subsection 4.01(A)(2) of the Ordinance, the City shall begin making payments into the Sinking Fund on account of interest in April, 1990.

7. The City and all subordinate entities anticipate issuing not more than $10,000,000 in tax-exempt bonds during the calendar year 1990 and hereby designates the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

8. The City hereby grants to the registered owners of the Bonds a statutory mortgage lien upon the System.

9. It is hereby found and determined that the refunding of the Prior Bonds is in the best interest of the citizens of St. Albans.

10. The City hereby elects and determines to call for optional redemption all the Prior Bonds then outstanding on April 1, 1993, and hereby instructs the Escrow Trustee to call such Prior Bonds in accordance with the terms and conditions of the Prior Ordinance.

11. The City hereby elects and determines to transfer the amount of $309,612.50 from the sinking fund, including the reserve account, presently held for the Prior Bonds pursuant to the Prior Ordinance to the reserve account to be held for the Bonds by the West Virginia Municipal Bond Commission.

12. The City hereby elects and determines to transfer the amount of $2,961,966.99 from the proceeds of the sale of the Bonds, and the amount of $51,633.01 from the sinking fund, including the reserve account, presently held for the Prior Bonds pursuant to the Prior Bonds, to the Escrow Trustee to be applied in accordance with the terms of the Escrow Agreement.

13. The firm of Ernst & Young, Birmingham, Alabama, is hereby engaged for the purpose of verifying yield and sufficiency of the Escrow Fund.

14. The Mayor and other City officials are hereby authorized and directed to take all actions necessary to cause the Bonds to be insured by AMBAC Indemnity Corporation or such other municipal bond insurance company as is acceptable to the Purchaser.

15. The Mayor and other City officials are hereby authorized and directed to take all actions necessary in connection with the Bonds including but not limited to the execution and delivery of the DTC Letter of Representations, a

copy of which is attached hereto as Exhibit C and incorporated herein by reference, to the end that the Bonds may be delivered on or about April 3, 1990 pursuant to the Contract of Purchase.

16. This Resolution shall take effect upon the adoption hereof.

0582Z

* CONFORMED COPY

CITY OF ST. ALBANS, WEST VIRGINIA

TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 A, TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 B AND WHEN, AS AND IF ISSUED COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2000 A

BOND ORDINANCE

Table of Contents

RECITALS 1

ARTICLE I
DEFINITIONS; STATUTORY AUTHORITY; FINDINGS

Section 1.01	Definitions	3
Section 1.02	Authority for this Ordinance	10
Section 1.03	Findings	10
Section 1.04	Ordinance Constitutes Contract	12

ARTICLE II
AUTHORIZATION OF REFUNDING

Section 2.01	Authorization of Refunding	13

* Reflects amendments set forth in the Supplemental Resolution adopted November 16, 1998.

ARTICLE III
THE BONDS

Section 3.01	Form and Payment of Bonds	14
Section 3.02	Execution of Bonds	14
Section 3.03	Authentication and Registration	15
Section 3.04	Negotiability and Registration	15
Section 3.05	Bonds Mutilated, Destroyed, Stolen or Lost	16
Section 3.06	Term Bonds	16
Section 3.07	Notice of Redemption	18
Section 3.08	Persons Treated as Owners	19
Section 3.09	Temporary Bonds	19
Section 3.10	Authorization of Bonds	19
Section 3.11	Book Entry System for Bonds	21
Section 3.12	Delivery of Bonds	22
Section 3.13	Form of Bonds	23
Section 3.14	Disposition of Proceeds of Bonds	23
Section 3.15	Designation of Bonds as "Qualified Tax-Exempt Obligations"	25

ARTICLE IV
FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 4.01	Establishment of Funds and Accounts with Depository Bank	26
Section 4.02	Establishment of Funds and Accounts with Bond Commission	26
Section 4.03	System Revenues; Flow of Funds	26
Section 4.04	Reserve Account Letter of Credit or Surety Bond	31
Section 4.05	Payment of Series 1998 A and Series 1998 B Bonds	31

ARTICLE V
INVESTMENTS; NON-ARBITRAGE; REBATES OF EXCESS INVESTMENT EARNINGS

Section 5.01	Investments	33
Section 5.02	Arbitrage	34
Section 5.03	Tax Certificate and Rebate	34
Section 5.04	Continuing Disclosure Agreement	35

ARTICLE VI
ADDITIONAL COVENANTS OF THE ISSUER

Section 6.01	Covenants Binding and Irrevocable	36
Section 6.02	Bonds not to be Indebtedness of the Issuer	36
Section 6.03	Series 2000 A Bonds Secured by Pledge of Gross Revenues	36
Section 6.04	Rates	36
Section 6.05	Operation and Maintenance	37
Section 6.06	Sale of the System	37
Section 6.07	Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances	38
Section 6.08	Additional Parity Bonds	39
Section 6.09	Insurance and Bonds	40
Section 6.10	Statutory Mortgage Lien	41
Section 6.11	Services Rendered to the Board or Issuer	42
Section 6.12	Enforcement of Collections	42
Section 6.13	No Competing Franchise	42
Section 6.14	Books and Records	42
Section 6.15	Operating Budget	43
Section 6.16	Mandatory Connections	44
Section 6.17	Tax Covenants	44
Section 6.18	Covenants Regarding the Municipal Bond Insurance Policy	45

ARTICLE VII
DEFAULTS AND REMEDIES

Section 7.01	Events of Default	46
Section 7.02	Enforcement	46
Section 7.03	Appointment of Receiver	47
Section 7.04	Restoration of Issuer and Bondholder	48

ARTICLE VIII
REGISTRAR AND PAYING AGENT

Section 8.01	Appointment of Registrar	49
Section 8.02	Responsibilities of Registrar	49
Section 8.03	Evidence on Which Registrar May Act	49

Section 8.04	Compensation and Expenses	49
Section 8.05	Certain Permitted Acts	49
Section 8.06	Resignation of Registrar	50
Section 8.07	Removal	50
Section 8.08	Appointment of Successor	50
Section 8.09	Transfer of Rights and Property to Successor	51
Section 8.10	Merger or Consolidation	51
Section 8.11	Adoption of Authentication	51
Section 8.12	Paying Agent	51

ARTICLE IX
DEFEASANCE; DISCHARGE OF PLEDGE OF ORDINANCE

Section 9.01	Defeasance; Discharge of Pledge of Ordinance	53

ARTICLE X
MISCELLANEOUS

Section 10.01	Amendment of Ordinance	55
Section 10.02	Evidence of Signatures of Bondholders and Ownership of Bonds	55
Section 10.03	Preservation and Inspection of Documents	56
Section 10.04	Cancellation of Bonds	56
Section 10.05	Failure to Present Bonds	56
Section 10.06	Notices, Demands and Requests	57
Section 10.07	No Personal Liability	58
Section 10.08	Law Applicable	58
Section 10.09	Parties Interested Herein	58
Section 10.10	Severability of Invalid Provisions	58
Section 10.11	Table of Contents and Headings	58
Section 10.12	Conflicting Provisions Repealed	58
Section 10.13	Covenant of Due Procedure, Etc.	58
Section 10.14	Effective Date	59
Section 10.15	Statutory Notice and Public Hearing	59
	SIGNATURES	59
	CERTIFICATION	60
	EXHIBIT A - FORM OF SERIES 1998 A BOND	61
	EXHIBIT B - FORM OF SERIES 1998 B BOND	69
	EXHIBIT C - FORM OF SERIES 2000 A BOND	76

CITY OF ST. ALBANS, WEST VIRGINIA

AN ORDINANCE AUTHORIZING THE REFUNDING OF THE WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1990, OF THE CITY OF ST. ALBANS, WEST VIRGINIA; THE ISSUANCE OF TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 A, OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $3,000,000, TAXABLE COMBINED WATERWORKS AND SEWERAGE REFUNDING REVENUE BONDS, SERIES 1998 B, OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $200,000 AND TAX-EXEMPT COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2000 A, OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $3,000,000, THE PROCEEDS OF WHICH, TOGETHER WITH OTHER FUNDS OF THE CITY, SHALL BE EXPENDED FOR SUCH REFUNDING AND TO PAY COSTS IN CONNECTION THEREWITH; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND PROVISIONS FOR BOND INSURANCE; AND ENACTING OTHER PROVISIONS WITH RESPECT TO SUCH BONDS.

WHEREAS, the City of St. Albans, West Virginia (the "Issuer") presently owns and operates through the St. Albans Municipal Utility Commission (the "Board") a municipal combined waterworks and sewerage system (the "System") and has heretofore financed and refinanced the acquisition and construction of the System and certain extensions, additions, betterments and improvements thereto by issuance of several series of bonds or refunding bonds, of which there are presently outstanding the Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, dated March 1, 1990, issued in the original aggregate principal amount of $3,100,000, of which $2,830,000 is presently outstanding (the "Series 1990 Bonds");

WHEREAS, the Series 1990 Bonds were issued pursuant to an ordinance of the Issuer duly enacted by the council of the Issuer on February 20, 1990, as supplemented by a supplemental resolution duly adopted by the council of the Issuer on March 14, 1990 (collectively, the "1990 Ordinance");

WHEREAS, the Issuer is advised that current market conditions are such that interest savings would be realized from the refunding of the Series 1990 Bonds;

WHEREAS, under the provisions of Chapter 13, Article 2E and Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (collectively, the "Act"), the Issuer is authorized and empowered to issue refunding revenue bonds to refund, pay or discharge all or any part of the outstanding Series 1990 Bonds;

WHEREAS, the Issuer has determined and hereby determines that it would therefore be to the benefit of the Issuer and its residents to provide for the refunding of the Series 1990 Bonds on their first permitted Redemption Date, being April 1, 2000, in the manner set forth herein through the issuance of an initial series of taxable bonds to be designated "City of St. Albans, West Virginia, Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 A" (the "Series 1998 A Bonds"), in the maximum aggregate principal amount of not more than $3,000,000, to issue a second series of taxable bonds to be designated "City of St. Albans, West Virginia, Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 B (the "Series 1998 B Bonds") in the maximum aggregate principal amount of $200,000 to provide for payment of costs of issuance of such bonds, and, subject to the satisfaction of certain conditions, to issue a subsequent series of tax-exempt bonds to be designated "City of St. Albans, West Virginia, Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A" (the "Series 2000 A Bonds"), in the maximum aggregate principal amount of not more than $3,000,000, to provide for the current refunding of the Series 1990 Bonds on April 1, 2000; and

WHEREAS, the Issuer now desires to authorize the refunding of the Series 1990 Bonds as aforesaid, and to provide for the financing thereof by the issuance of the Series 1998 A Bonds, the Series 1998 B Bonds and the Series 2000 A Bonds as hereinafter provided;

NOW, THEREFORE, THE CITY OF ST. ALBANS HEREBY ORDAINS:

ARTICLE I

DEFINITIONS; STATUTORY AUTHORITY; FINDINGS

Section 1.01. Definitions. All capitalized terms used in this Ordinance and not otherwise defined in the recitals hereto shall have the meanings specified below, unless the context expressly requires otherwise:

"Act" means, collectively, Chapter 13, Article 2E and Chapter 8, Article 20 of the West Virginia Code of 1931, as amended and in effect on the date of delivery of the Bonds.

"Authorized Newspaper" means a financial journal or newspaper of general circulation in the City of New York, New York, printed in the English language and customarily published on each business day of the Registrar, whether or not published on Saturdays, Sundays or legal holidays, and so long as so published, shall include The Bond Buyer and Redemption Digest.

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

"Board" means the St. Albans Municipal Utility Commission, or any successor thereto.

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

"Bond Counsel" shall mean any law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal Bonds, appointed by the Issuer or the Board and shall initially mean Steptoe & Johnson, Clarksburg, West Virginia.

"Bondholder," "Holder of the Bonds," "Owner of the Bonds," "Registered Owner" or any similar term means any person who shall be the registered owner of any outstanding Bond.

"Bond Insurer" means any entity which shall insure all or any portion of the payment of principal of and interest on the Bonds, and in the event the Bonds are insured, shall initially mean the Bond Insurer set forth in the Supplemental Resolution.

"Bond Register" means the books of the Issuer maintained by the Registrar for the registration and transfer of Bonds.

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

"Bonds" means, collectively, the Series 1998 A Bonds, the Series 1998 B Bonds, the Series 2000 A Bonds and any additional parity Bonds hereafter issued within the terms, restrictions and conditions contained herein.

"Business Day" means any day other than a Saturday, Sunday or a day on which national banking associations or West Virginia banking corporations are authorized by law to remain closed.

"Certificate of Authentication and Registration" means the Certificate of Authentication and Registration on the Bonds, in substantially the forms set forth in EXHIBIT A, EXHIBIT B and EXHIBIT C, attached hereto and incorporated herein by reference.

"City" or "Issuer" means the City of St. Albans, a municipal corporation and political subdivision of the State of West Virginia, in Kanawha County thereof, and, unless the context clearly indicates otherwise, includes the Council, the Board, and any successor thereto.

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

"Closing Date" means the date upon which there is an exchange of a series of Bonds for the proceeds representing the original purchase price thereof.

"Code" shall mean the Internal Revenue Code of 1986, as amended and supplemented from time to time, and Regulations thereunder.

"Consulting Engineers" means any qualified engineer or engineers or firm or firms of engineers that shall at any time now or hereafter be retained by the Issuer as Consulting Engineers for the System, or portion thereof.

"Costs" or similar terms means all those costs now or hereafter permitted by the Act to be financed with bonds issued pursuant hereto, including, without limitation, the costs of refunding the Series 1990 Bonds, interest accruing or to accrue thereon, redemption premiums, premiums for municipal bond insurance and reserve account insurance, letter of credit fees, expenses for fiscal or other agents, legal expenses, verification agent expenses and any other costs or expenses necessary, incidental, desirable or appurtenant to the issuance of the Bonds and the refunding of the Series 1990 Bonds.

"Costs of Issuance Fund" means the Costs of Issuance Fund created by Section 4.01 hereof.

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

"Depository Bank" means the bank or banks to be designated as such in the Supplemental Resolution, and any other bank or national banking association located in the State of West Virginia, eligible under the laws of the State of West Virginia to receive deposits of state and municipal funds and insured by the FDIC that may hereafter be appointed by the Issuer as Depository Bank.

"DTC-eligible" means, with respect to the Bonds, meeting the qualifications prescribed by the Depository Trust Company, New York, New York.

"Escrow Agent" means the West Virginia Municipal Bond Commission, as escrow agent under the Escrow Agreement, which shall be appointed pursuant to the Supplemental Resolution.

"Escrow Agreement" means the Escrow Agreement to be entered into between the Issuer and the Escrow Agent, providing for the deposit therein of the proceeds of the Series 1998 A Bonds and a portion of the proceeds of the Series 1998 B Bonds, and other matters in connection therewith, the form of which shall be approved by the Supplemental Resolution.

"Escrow Fund" means the Escrow Fund established pursuant to the Escrow Agreement.

"Event of Default" means any occurrence or event specified in Section 7.01.

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

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

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

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

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

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

"Mayor" means the Mayor of the Issuer.

"Municipal Bond Insurance Policy" means the municipal bond insurance policy, if any, issued by the Bond Insurer simultaneously with the delivery of the Bonds, insuring the payment of the principal of and interest on all or any of the Bonds in accordance with the terms thereof.

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

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

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

"Operating Expenses" means the reasonable, proper and necessary costs of repair, operation and maintenance 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, fees and expenses of the fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the Costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Ordinance" means this Ordinance and all ordinances, orders and resolutions supplemented hereto or amendatory hereof.

"1990 Ordinance" means, collectively, the ordinance of the Issuer enacted February 20, 1990, as supplemented by the supplemental resolution of the Issuer adopted March 14, 1990, authorizing the Series 1990 Bonds.

"Original Purchaser" means Crews & Associates, Little Rock, Arkansas, as the purchaser of the Bonds directly from the Issuer, or, if the Issuer and such Original Purchaser do not agree to the purchase of the Bonds with interest rates and other terms allowable under the Act, such other person or persons, firm or firms, bank or banks, corporation or corporations or such other entity or entities as shall purchase the Bonds directly from the Issuer, as determined by a resolution supplemental hereto; provided, that the Original Purchaser and the Issuer shall agree to the purchase of the Bonds, as hereinafter defined, including the exact principal amount thereof and interest rate or rates thereon as fixed by said supplemental resolution to be adopted by the Council at the time of approval of such sale of the Bonds.

"Outstanding," when used with reference to the Bonds and as of any particular date, describes all Bonds theretofore and thereupon being issued and delivered except (a) any Bond canceled by the registrar for such Bond at or prior to said date; (b) any Bond for the payment of which moneys, 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 deemed to have been paid as provided by Section 9.01; and (d) with respect to determining the number or percentage of Bondholders or Bonds for the purpose of consents, notices and the like, any Bond registered to the Issuer.

"Paying Agent" means the Registrar or any other Paying Agent designated as such for the Bonds in the Supplemental Resolution, and any successor thereto, appointed in accordance with Section 8.12 hereof.

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

"Purchase Price," for the purpose of computation of the Yield of the Bonds, has the same meaning as the term "issue price" in Sections 1273(b) and 1274 of the Code,

and, in general, means the initial offering price of the Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds of each maturity is sold or, if the Bonds are privately placed, the price paid by the first buyer of the Bonds or the acquisition cost of the first buyer. "Purchase Price," for purposes of computing Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Bonds.

"Qualified Investments" means and includes the investments set forth in the Supplemental Resolution and designated as such.

"Rebate Fund" means the Rebate Fund created by Section 4.01 hereof.

"Record Date" means the day of the month which shall be so stated in the Bonds, regardless of whether such day is a Saturday, Sunday or legal holiday.

"Redemption Date" means the date fixed for redemption of the Series 1990 Bonds, the Series 1998 A Bonds, the Series 1998 B Bonds, the Series 2000 A Bonds or any other Bonds of the Issuer called for redemption, as applicable.

"Redemption Price" means the price at which the Series 1990 Bonds, the Series 1998 A Bonds, the Series 1998 B Bonds, the Series 2000 A Bonds or any other Bonds of the Issuer may be called for redemption and includes the principal amount of such Bonds to be redeemed, plus interest and the premium, if any, required to be paid to effect such redemption.

"Registrar" means the bank to be designated in the Supplemental Resolution as the Registrar for the Bonds, and any successor thereto, appointed in accordance with Section 8.08 hereof.

"Regulations" means temporary and permanent regulations promulgated under the Code, and includes applicable regulations promulgated under the Internal Revenue Code of 1954.

"Renewal and Replacement Fund" means the Renewal and Replacement Fund created by Section 4.01 hereof.

"Revenue Fund" means the Revenue Fund created by Section 4.01 hereof.

"Series 1998 A Bonds" means the Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 A, of the Issuer, originally authorized to be issued pursuant to this Ordinance and the Supplemental Resolution.

"Series 1998 A Bonds Sinking Fund" means the Series 1998 A Bonds Sinking Fund created by Section 4.02 hereof.

"Series 1998 B Bonds" means the Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 B, of the Issuer, originally authorized to be issued pursuant to this Ordinance and the Supplemental Resolution.

"Series 1998 B Bonds Sinking Fund" means the Series 1998 B Bonds Sinking Fund created by Section 4.02 hereof.

"Series 2000 A Bonds" means the Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A, of the Issuer, originally authorized to be issued pursuant to this Ordinance and the Supplemental Resolution.

"Series 2000 A Bonds Redemption Account" means the Series 2000 A Bonds Redemption Account created by Section 4.02 hereof.

"Series 2000 A Bonds Reserve Account" means the Series 2000 A Bonds Reserve Account created by Section 4.02 hereof.

"Series 2000 A Bonds Reserve Requirement" means a sum of $125,000, which is less than (i) 10% of the original stated principal amount of the Series 2000 A Bonds; (ii) the maximum amount of principal and interest which will become due on the Series 2000 A Bonds in any year; and (iii) 125% of the average amount of principal and interest which will become due on the Series 2000 A Bonds.

"Series 2000 A Bonds Sinking Fund" means the Series 2000 A Bonds Sinking Fund created by Section 4.02 hereof.

"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 to be adopted by the Issuer following enactment of this Ordinance, setting forth the final amounts, maturities, interest rates and other terms of any series of Bonds, authorizing the sale of such series of Bonds to the Original Purchaser and setting forth provisions specific to the Bond Insurer, if any; provided, that any provision intended to be included in the Supplemental Resolution and not so included may be contained in any other Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Ordinance to be set aside and held for the payment of or security for the Bonds, including any Reserve Account and the Renewal and Replacement Fund.

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

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

"Term Bonds" means Bonds subject to mandatory sinking fund redemption, as described by Section 3.06 hereof.

Words importing singular number shall include the plural number in each case and vice versa; words importing persons shall include firms and corporations and vice versa; and words importing the masculine gender shall include the feminine and neuter genders and vice versa.

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 generally accepted accounting principles.

The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Ordinance; and the term "hereafter" means after the date of enactment of this Ordinance.

Articles, sections and subsections mentioned by number only are the respective articles, sections and subsections of this Ordinance so numbered.

Section 1.02. Authority for this Ordinance. This Ordinance is enacted pursuant to the provisions of the Act and other applicable provisions of law.

Section 1.03. Findings. The Council hereby finds and determines as follows:

A. The Issuer is a municipal corporation and political subdivision of the State of West Virginia, in Kanawha County of said State.

B. The Issuer now owns and operates the System, the acquisition and construction of which has been refinanced in part by the proceeds of the Series 1990 Bonds.

C. The Issuer derives revenues from the System which are pledged for payment of the Series 1990 Bonds. Except for such pledge thereof to secure and pay the Series 1990 Bonds, such revenues are not pledged or encumbered in any manner.

D. The Issuer intends to currently refund the Series 1990 Bonds in their entirety on April 1, 2000, with proceeds of the Series 2000 A Bonds and other funds of the Issuer, and prior to such refunding, to issue the Series 1998 A Bonds and the Series 1998 B Bonds.

E. The estimated revenues to be derived in each year from the operation of the System before and after the refunding of the Series 1990 Bonds will be sufficient to pay all Operating Expenses of the System and the principal of and interest on the Series 2000 A Bonds and to make all other payments provided for in this Ordinance.

F. Based upon the assumed principal amount, maturity schedule and interest rates for the Series 2000 A Bonds presented to the Issuer by the Original Purchaser, and after making allowance for the use of cash on hand of the Issuer, the Series 2000 A Bonds show a net present value debt service savings to the Issuer, after deducting all expenses of the refunding and the costs of issuing the Series 2000 A Bonds.

G. The Issuer shall not sell the Series 1998 A Bonds, the Series 1998 B Bonds or the Series 2000 A Bonds without setting forth in the Supplemental Resolution the determination set forth in paragraph F above, based upon the actual principal amount, maturity schedule and interest rates for the Series 2000 A Bonds and the Issuer shall not issue the Series 2000 A Bonds without having obtained from an independent certified public accountant, a certification that the amount of savings stated to be achieved by the refunding shall in fact be saved, based upon their review, comparison and analysis of the net interest cost in dollars of the Series 2000 A Bonds and the net interest cost in dollars of the Series 1990 Bonds.

H. Subject to the determination and certification required by paragraph G above, it is in the best interest of the Issuer and its residents that the Issuer issue the Series 1998 A Bonds, the Series 1998 B Bonds and the Series 2000 A Bonds, secure the Series 1998 A Bonds and Series 1998 B Bonds by a pledge of the proceeds thereof deposited in the Escrow Fund established therefor, and secure the Series 1998 B Bonds and Series 2000 A Bonds from a pledge and assignment of the Gross Revenues derived from the operation of the System, the moneys in the respective Sinking Funds and the moneys or other obligations in the respective Reserve Accounts, unexpended proceeds of such Bonds and as further set forth herein.

I. The Series 1998 A Bonds, Series 1998 B Bonds and Series 2000 A Bonds and the Certificates of Authentication and Registration to be endorsed thereon are to be in substantially the forms set forth in EXHIBIT A, EXHIBIT B and EXHIBIT C attached

hereto and incorporated herein by reference, with necessary and appropriate variations, omissions and insertions as permitted or required by this Ordinance or a Supplemental Resolution or as deemed necessary by the Registrar or the Issuer.

J. All things necessary to make the Series 1998 A Bonds, Series 1998 B Bonds and Series 2000 A Bonds when authenticated by the Registrar and issued as in this Ordinance provided, the valid, binding and legal special obligations of the Issuer according to the import thereof, and to validly pledge and assign those funds pledged hereunder to the payment of the principal of and interest thereon, will be timely done and duly performed.

K. The enactment of this Ordinance, and the execution and issuance of the Series 1998 A Bonds, the Series 1998 B Bonds and the Series 2000 A Bonds, subject to the terms thereof, will not result in any breach of, or constitute a default under, any instrument to which the Issuer is a party or by which it may be bound or affected.

Section 1.04. Ordinance Constitutes Contract. In consideration of the acceptance of the Bonds by those who shall own or hold the same from time to time, this Ordinance shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of such Bondholders of any and all of such Bonds, all of which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bond, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

ARTICLE II

AUTHORIZATION OF REFUNDING

Section 2.01. Authorization of Refunding. Subject to the issuance and delivery of the Series 2000 A Bonds on or before April 1, 2000, and other provisions set forth herein, all Series 1990 Bonds Outstanding as of the date of issuance of the Series 2000 A Bonds are hereby ordered to be refunded, and the pledge of Gross Revenues in favor of the Holders of the Series 1990 Bonds imposed by the 1990 Ordinance, the moneys in the funds and accounts created by the 1990 Ordinance and any other funds pledged by the 1990 Ordinance to the payment of the Series 1990 Bonds are hereby ordered terminated, discharged and released upon the payment on April 1, 2000, to the paying agent for the Series 1990 Bonds, of the Redemption Price thereof from the proceeds of the Series 2000 A Bonds and other moneys available for such purpose. Contemporaneously with the issuance and delivery of the Series 2000 A Bonds, and the deposit of the Redemption Price with the paying agent for the Series 1990 Bonds, the amounts on deposit in the sinking fund, including the reserve account therein, if any, created and maintained on behalf of the Series 1990 Bonds, shall be released from the lien created by the 1990 Ordinance and deposited in the Reserve Account or such other fund or account as shall be set forth in the Supplemental Resolution, and invested as provided thereunder.

ARTICLE III

THE BONDS

Section 3.01. Form and Payment of Bonds. No Bond shall be issued pursuant to this Ordinance except as provided in this Article III. Any Bonds issued pursuant to this Ordinance, may be issued only as fully registered Bonds without coupons, in the denomination of $5,000 or any integral multiple thereof for any year of maturity. All Bonds shall be dated as of the date provided in a Supplemental Resolution applicable to such series. Bonds shall bear interest from the interest payment date next preceding the date of authentication or, if authenticated after the Record Date but prior to the applicable interest payment date or on such interest payment date, from such interest payment date or, if no interest on such Bonds has been paid, from the date thereof; provided however, that, if, as shown by the records of the Registrar, interest on such Bonds shall be in default, Bonds issued in exchange for Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the initial Bonds surrendered, all as shall be set forth in the Bonds.

The principal of and the premium, if any, on the Bonds shall be payable in any coin or currency which, on the respective date of such payment, is legal tender for the payment of public and private debts under the laws of the United States of America upon surrender at the principal office of the Paying Agent. Interest on the Bonds shall be paid by check or draft made payable and mailed to the Holder thereof at his address as it appears in the Bond Register at the close of business on the Record Date, or, if requested, in the case of a Registered Owner of $500,000 or more of the Bonds, by wire transfer to a domestic bank account specified in writing at least 5 days prior to the Record Date by such Registered Owner.

In the event any Bond is redeemed in part, such bond shall be surrendered to and canceled by the Registrar, and the Issuer shall execute, and the Registrar shall authenticate and deliver to the Holder thereof, another Bond in the principal amount of said Bond then Outstanding.

Section 3.02. Execution of Bonds. The Bonds shall be executed in the name of the Issuer by the Mayor, by his or her manual or facsimile signature, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the City Clerk by his or her manual or facsimile signature; provided, that, all such signatures and the seal may be by facsimile. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bonds may be signed and sealed on behalf of the Issuer by

such person as at the actual time of the execution of such Bonds shall hold the proper office in the Issuer, although at the date of such Bonds such person may not have held such office or may not have been so authorized.

Section 3.03. 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 forms set forth in EXHIBIT A, EXHIBIT B and EXHIBIT C, attached hereto and incorporated herein by reference with respect to the Bonds, shall have been duly manually executed by the Registrar. Any such manually 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 Registrar if signed by an authorized officer of the Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.04. Negotiability and Registration. Subject to the requirements for transfer 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 Holder, in accepting any of said Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State, and each successive Holder shall further be conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Bonds remains Outstanding, the Registrar shall keep and maintain books for the registration and transfer of the Bonds. Bonds shall be transferable only by transfer of registration upon the Bond Register by the registered owner thereof in person or by his attorney or legal representative duly authorized in writing, upon surrender thereof, together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or such duly authorized attorney or legal representative. Upon transfer of a Bond, there shall be issued at the option of the Holder or the transferee another Bond or Bonds of the aggregate principal amount equal to the unpaid amount of the transferred Bond and of the same series, interest rate and maturity of said transferred Bond.

Upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar and duly executed by the registered owner or his attorney or legal representative duly authorized in writing, Bonds may at the option of the Holder thereof be exchanged for an equal aggregate principal amount of Bonds of the same series, maturity and interest rate, in any authorized denominations.

In all cases in which the privilege of transferring or exchanging a Bond is exercised, Bonds shall be delivered in accordance with the provisions of this Ordinance. All Bonds surrendered in any such transfer or exchange shall forthwith be canceled by the Registrar. Transfers of Bonds, the initial exchange of Bonds and exchanges of Bonds in the event of partial redemption of fully registered Bonds shall be made by the Registrar without charge to the Holder or the transferee thereof, except as provided below. For other exchanges of Bonds, the Registrar may impose a service charge. For every such transfer or exchange of bonds, the Registrar may make a charge sufficient to reimburse its office for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such tax or governmental charge, and such service charge for exchange other than the initial exchange or in the event of partial redemption, shall be paid by the person requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Registrar shall not be obliged to make any such transfer or exchange of Bonds that have been called for redemption.

Section 3.05. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Issuer may execute, in its discretion, and the Registrar shall authenticate, register and deliver any new Bond of like series, maturity and principal amount as the Bond, so mutilated, destroyed, stolen or lost, in exchange and upon surrender and cancellation of, such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing the Issuer and the Registrar proof of his ownership thereof and that said Bond has been destroyed, stolen or lost and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer or the Registrar may incur. The name of the Bondholder listed in the Bond Register shall constitute proof of ownership. All Bonds so surrendered shall be submitted to and canceled by the Registrar, and evidence of such cancellation shall be given to the Issuer. If such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer, by and through the Registrar, 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 original, additional contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Bonds be at any time found by any one, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien and source of and security for payment from the Revenues pledged herein with all other Bonds issued hereunder.

Section 3.06. Term Bonds. In the event Term Bonds are issued pursuant to this Ordinance, the following provisions shall apply:

A. The amounts to be deposited, apportioned and set apart by the Issuer from the Revenue Fund and into the applicable Redemption Account in accordance with Subsection 4.03.A(1) shall include (after credit as provided below) on the first of each month,

beginning on the first day of that month which is 12 months prior to the first mandatory Redemption Date of said Term Bonds, a sum equal to 1/12th of the amount required to redeem the principal amount of such Term Bonds which are to be redeemed as of the next ensuing mandatory Redemption Date, which amounts and dates, if any, with respect to a series of Bonds shall be set forth in the Supplemental Resolution relating thereto.

B. At its option, to be exercised on or before the 60th day next preceding any such mandatory Redemption Date, the Issuer may (a) deliver to the Registrar for cancellation such Term Bonds in any aggregate principal amount desired or (b) receive a credit in respect of its mandatory redemption obligation for any such Term Bonds which prior to said date have been redeemed (otherwise than pursuant to this section) and canceled by the Registrar and not theretofore applied as a credit against any such mandatory redemption obligation. Each Term Bond so delivered or previously redeemed shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory Redemption Date, and Term Bonds delivered in excess of such mandatory redemption obligation shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

C. The Issuer shall on or before the 60th day next preceding each mandatory Redemption Date furnish the Registrar and the Bond Commission with its certificate indicating whether and to what extent the provisions of (a) and (b) of the preceding paragraph are to be utilized with respect to such mandatory redemption payment and stating, in the case of the credit provided for in (b) of the preceding paragraph, that such credit has not theretofore been applied against any mandatory redemption obligation.

D. After said 60th day but prior to the date on which the Registrar selects the Term Bonds to be redeemed, the Bond Commission may use the moneys in the applicable Redemption Account to purchase Term Bonds at a price less than the par value thereof and accrued interest thereon. The Bond Commission shall advise the Issuer and the Registrar of any Term Bonds so purchased, and they shall be credited by the Registrar at 100% of the principal amount thereof against the obligation of the Issuer on such mandatory Redemption Date, and any excess shall be credited against future mandatory redemption obligations in the order directed by the Issuer, and the principal amount of such Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be accordingly reduced.

E. The Registrar shall call for redemption, in the manner provided herein, an aggregate principal amount of such Term Bonds, at the principal amount thereof plus interest accrued to the Redemption Date (interest to be paid from the Sinking Fund), as will exhaust as nearly as practicable the applicable Redemption Account payment designated to be made in accordance with paragraph (A) of this section. Such redemption shall be by random selection made on the 45th day preceding the mandatory Redemption Date, in such

manner as may be determined by the Registrar. For purposes of this section, "Term Bonds" shall include any portion of a fully registered Term Bond, in integrals of $5,000.

Section 3.07. Notice of Redemption. Unless waived by any Holder of the Bonds to be redeemed, official notice of any redemption shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Bond Insurer, the Original Purchaser and the registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Registrar.

So long as DTC (as CEDE & CO.) is the registered Owner of the Bonds, the Registrar shall send all notices of redemption to DTC and shall verify that DTC has received notice. Copies of all redemption notices relating to optional redemption of the Bonds shall also be sent to registered securities depositories and to *Standard & Poor's Called Bond Record*.

All official notices of redemption shall be dated and shall state:

(1) The Redemption Date,

(2) The Redemption Price,

(3) If less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,

(4) That on the Redemption Date the Redemption Price and interest accrued will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(5) The place where such Bonds are to be surrendered for payment of the Redemption Price, which place of payment shall be the principal office of the Registrar, and

(6) Such other information, if any, as shall be required for DTC-eligible Bonds.

If funds sufficient to redeem all Bonds called for optional redemption have not been deposited with the Paying Agent at the time of mailing any notice of optional redemption, such notice shall also state that such optional redemption is subject to the deposit of such moneys with the Paying Agent on or before the Redemption Date. If such moneys

are not so deposited, the Registrar shall notify all holders of Bonds called for redemption of such fact.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unredeemed principal of such Bond. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of Bonds, and failure to mail or otherwise send such notice shall not affect the validity of proceedings for the redemption of any portion of Bonds for which there was no such failure.

Section 3.08. Persons Treated as Owners. The Issuer, the Registrar and any agent of the Issuer or the Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the principal of, and interest on, such Bond and for all other purposes, whether or not such Bond is overdue.

Section 3.09. Temporary Bonds. Until Bonds of any series in definitive form are ready for delivery, the Issuer may execute and the Registrar shall authenticate, register, if applicable, and deliver, subject to the same provisions, limitations and conditions set forth in this Article III, one or more printed, lithographed or typewritten Bonds in temporary form, substantially in the form of the definitive Bonds of such series, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit created under this Ordinance. Upon the presentation and surrender of any Bond or Bonds in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Registrar, and the Registrar shall authenticate, register, if applicable, and deliver, in exchange therefor, a Bond or Bonds in definitive form. Such exchange shall be made by the Registrar without making any charge therefor to the Holder of such Bond in temporary form.

Section 3.10. Authorization of Bonds. A. For the purpose of facilitating the sale of the Series 2000 A Bonds, thus permitting the refunding of the Series 1990 Bonds, there shall be issued the Series 1998 A Bonds of the Issuer, in an aggregate principal amount

of not more than $3,000,000. The Series 1998 A Bonds shall be designated "City of St. Albans, West Virginia, Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 A" and shall be issued in fully registered form, in the denomination of $5,000 or any integral multiple thereof for any year of maturity, not exceeding the aggregate principal amount of Series 1998 A Bonds maturing in the year of maturity for which the denomination is to be specified. The Series 1998 A Bonds shall be numbered from AR-1 consecutively upward, with appropriate series designation. The Series 1998 A Bonds shall be dated; shall be in such aggregate principal amount; shall bear interest at such rate or rates, not exceeding the then legally permissible rate, payable semiannually on such dates; shall mature on such dates and in such amounts; shall be subject to such mandatory and optional redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Resolution.

B. For the purpose of facilitating the sale of the Series 2000 A Bonds, thus permitting the refunding of the Series 1990 Bonds, and paying costs of issuance of the Bonds and such refunding, there shall be issued the Series 1998 B Bonds of the Issuer, in an aggregate principal amount of not more than $200,000. The Series 1998 B Bonds shall be designated "City of St. Albans, West Virginia, Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 B" and shall be issued in fully registered form, in the denomination of $5,000 or any integral multiple thereof for any year of maturity, not exceeding the aggregate principal amount of Series 1998 B Bonds maturing in the year of maturity for which the denomination is to be specified. The Series 1998 B Bonds shall be numbered from BR-1 consecutively upward, with appropriate series designation. The Series 1998 B Bonds shall be dated; shall be in such aggregate principal amount; shall bear interest at such rate or rates, not exceeding the then legally permissible rate, payable semiannually on such dates; shall mature on such dates and in such amounts; shall be subject to such mandatory and optional redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Resolution.

C. For the purposes of currently refunding the Series 1990 Bonds, funding the Series 2000 A Bonds Reserve Account and paying costs in connection therewith, there shall be issued the Series 2000 A Bonds of the Issuer, in an aggregate principal amount of not more than $3,000,000. The Series 2000 A Bonds shall be designated "City of St. Albans, West Virginia, Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A" and shall be issued in fully registered form, in the denomination of $5,000 or any integral multiple thereof for any year of maturity, not exceeding the aggregate principal amount of Series 2000 A Bonds maturing in the year of maturity for which the denomination is to be specified. The Series 2000 A Bonds shall be numbered from AR-1 consecutively upward, with appropriate series designation. The Series 2000 A Bonds shall be dated; shall be in such aggregate principal amount; shall bear interest at such rate or rates, not exceeding the then legally permissible rate, payable semiannually on such dates; shall mature on such dates and in such amounts; shall be subject to such mandatory and optional

redemption provisions; and shall have such other terms, all as the Issuer shall prescribe herein and in the Supplemental Resolution.

Section 3.11. Book Entry System for Bonds. A. The Bonds shall initially be issued in the form of one fully-registered bond for the aggregate principal amount of the Bonds of each maturity, registered in the name of CEDE & CO., as nominee of DTC. Except as provided in paragraph E below, all of the Bonds shall be registered in the registration books kept by the Registrar in the name of CEDE & CO., as nominee of DTC; provided that if DTC shall request that the Bonds be registered in the name of a different nominee, the Registrar shall exchange all or any portion of the Bonds registered in the name of such nominee or nominees. No person other than DTC or its nominee shall be entitled to receive from the Issuer or the Registrar either a Bond or any other evidence of ownership of the Bonds, or any right to receive any payment in respect thereof unless DTC or its nominee shall transfer record ownership of all or any portion of the Bonds on the registration books maintained by the Registrar, in connection with discontinuing the book entry system as provided in paragraph E below.

B. At or prior to settlement for the Bonds, the Issuer and the Registrar shall execute or signify their approval of a representation letter addressed to DTC in a form satisfactory to DTC (the "Representation Letter"). Any successor Registrar shall, in its written acceptance of its duties under this Ordinance, agree to take any actions necessary from time to time to comply with the requirements of the Representation Letter.

C. So long as the Bonds or any portion thereof are registered in the name of DTC or any nominee thereof, all payments of the principal or Redemption Price of or interest on such Bonds shall be made to DTC or its nominee at the addresses set forth in the Representation Letter in New York Clearing House or equivalent next day funds on the dates provided for such payments to be made to any Bondholder under this Ordinance. Each such payment to DTC or its nominee shall be valid and effective to fully discharge all liability of the Issuer and the Registrar with respect to the principal or Redemption Price of or interest on the Bonds to the extent of the sum or sums so paid. In the event of the redemption of less than all of the Bonds Outstanding of any maturity, the Registrar shall not require surrender by DTC of the Bonds so redeemed, but DTC may return such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; provided that DTC shall deliver to the Registrar, upon request, a written confirmation of such partial redemption. The records maintained by the Registrar shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

D. The Issuer, the Paying Agent and the Registrar may treat DTC as the sole and exclusive owner of the Bonds registered in its name or the name of its nominee for the purposes of payment of the principal or Redemption Price of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this Ordinance, registering the transfer of Bonds,

obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Issuer nor the Registrar shall be affected by any notice to the contrary. Neither the Issuer nor the Registrar shall have any responsibility or obligation to any direct or indirect participant in DTC, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any such participant, or any other person which is not shown on the registration books of the Registrar as being a Bondholder with respect to (i) the Bonds, (ii) the accuracy of any records maintained by DTC or any such participant, (iii) the payment by DTC or any such participant of any amount in respect of the principal or Redemption Price of or interest on the Bonds, (iv) any notice which is permitted or required to be given to Bondholders under this Ordinance, (v) the selection by DTC or any such participant of any person to receive payment in the event of a partial redemption of the Bonds or (vi) any consent given or other action taken by DTC as Bondholder.

E. The book entry system for registration of the ownership of the Bonds may be discontinued at any time if either: (i) DTC determines to resign as securities depository for the Bonds; or (ii) the Issuer determines that continuation of the system of book entry transfers through DTC (or through a successor securities depository) is not in the best interest of the beneficial owners of the Bonds. In either of such events (unless in the case described in clause (ii) above, the Issuer appoints a successor securities depository), the Bonds shall be delivered in registered certificate form to such persons, and in such maturities and principal amounts, as may be designated by DTC, but without any liability on the part of the Issuer or the Registrar for the accuracy of such designation. Whenever DTC requests the Issuer and the Registrar to do so, the Issuer and the Registrar shall cooperate with DTC in taking appropriate action after reasonable notice to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

Section 3.12. Delivery of Bonds. The Issuer shall execute and deliver each applicable series of Bonds to the Registrar, and the Registrar shall authenticate, register and deliver such series of Bonds to the Original Purchaser upon receipt of the documents set forth below:

(A) A list of the names in which the applicable series of Bonds are to be registered upon original issuance, together with such taxpayer identification and other information as the Registrar may reasonably require;

(B) A request and authorization to the Registrar on behalf of the Issuer, signed by an Authorized Officer, to authenticate and deliver the applicable series of Bonds to the Original Purchaser;

(C) Copies of this Ordinance and the applicable Supplemental Resolution certified by the Clerk;

(D) The unqualified approving opinion of Bond Counsel regarding the applicable series of Bonds; and

(E) A copy of the Escrow Agreement and such other documents, certificates and verifications as the Original Purchaser may reasonably require.

Section 3.13. Form of Bonds. The definitive Series 1998 A Bonds, Series 1998 B Bonds and Series 2000 A Bonds shall be in substantially the respective forms set forth in EXHIBIT A, EXHIBIT B and EXHIBIT C, attached hereto and incorporated herein by reference, with such necessary and appropriate omissions, insertions and variations as are approved by those officers executing such Bonds on behalf of the Issuer and execution thereof by such officers shall constitute conclusive evidence of such approval, and the definitive Bonds shall have the form of the opinion of Steptoe & Johnson, as Bond Counsel, attached thereto or printed on the reverse thereof.

Section 3.14. Disposition of Proceeds of Bonds. (A) Upon the issuance and delivery of the Series 1998 A Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

(i) All interest accrued on the Series 1998 A Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 1998 A Bonds Sinking Fund and applied to payment of interest on the Series 1998 A Bonds at the first interest payment date.

(ii) The balance proceeds of the Series 1998 A Bonds shall be deposited in the Escrow Fund.

(B) Upon issuance and delivery of the Series 1998 B Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

(i) All interest accrued on the Series 1998 B Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 1998 B Bonds Sinking Fund and applied to payment of interest on the Series 1998 B Bonds at the first interest payment date.

(ii) An amount of the proceeds of the Series 1998 B Bonds which, together with other moneys or securities deposited therein and the earnings thereon, shall be sufficient to fully fund the Escrow Fund (which amount shall be set forth in the Escrow Agreement) shall be deposited in the Escrow Fund.

(iii) The balance of the proceeds of the Series 1998 B Bonds shall be deposited with the Depository Bank in the Costs of Issuance Fund and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance of the Bonds and miscellaneous costs of refunding the Series 1990 Bonds at the written direction of the Issuer. All such costs of issuance shall be paid within 60 days of the Closing Date. Moneys not to be applied immediately to pay such costs of issuance and refunding may be invested in accordance with this Ordinance, subject however, to applicable yield restrictions as may be in effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 6 months after the Closing Date, such unapplied proceeds shall be transferred by the Issuer to the Escrow Fund. 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 Holders of the Series 1998 A and Series 1998 B Bonds.

(C) Upon the issuance and delivery of the Series 2000 A Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

(i) All interest accrued on the Series 2000 A Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 2000 A Bonds Sinking Fund and applied to payment of interest on the Series 2000 A Bonds at the first interest payment date.

(ii) An amount of the proceeds of the Series 2000 A Bonds which, together with other moneys or securities available therefor, shall be sufficient to accomplish the current refunding and defeasance of the Series 1990 Bonds shall be paid to the paying agent for the Series 1990 Bonds.

(iii) An amount of the proceeds of the Series 2000 A Bonds equal to the Series 2000 A Bonds Reserve Requirement shall be remitted to the Bond Commission for deposit in the Series 2000 A Bonds Reserve Account, provided that, to the extent the Series 2000 A Bonds Reserve Requirement is satisfied in whole or in part with a reserve account letter of credit, surety bond or other credit facility, or from proceeds of any fund or account established pursuant to the 1990 Ordinance or other funds of the Issuer, proceeds of the Series 2000 A Bonds shall be deposited in the Series 2000 A Bonds Reserve Account only to the

extent needed to satisfy the balance of the Series 2000 A Bonds Reserve Requirement.

(iv) The balance of the proceeds of the Series 2000 A Bonds shall be deposited with the Depository Bank in the Costs of Issuance Fund and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance of the Series 2000 A Bonds and miscellaneous costs of refunding the Series 1990 Bonds at the written direction of the Issuer. All such costs of issuance shall be paid within 60 days of the Closing Date. Moneys not to be applied immediately to pay such costs of issuance and refunding may be invested in accordance with this Ordinance, subject however, to applicable yield restrictions as may be in effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 6 months after the Closing Date, such unapplied proceeds shall be transferred by the Issuer to the Series 2000 A Bonds Redemption Account. 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 Holders of the Series 2000 A Bonds.

Section 3.15. Designation of Bonds as "Qualified Tax-Exempt Obligations". The Issuer hereby designates the Series 2000 A Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3)(B) of the Code and covenants that the Series 2000 A Bonds do not constitute private activity bonds as defined in Section 141 of the Code, and that not more than $10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Code) from gross income for federal income tax purposes (excluding, however, obligations issued to currently refund any obligation of the Issuer to the extent the amount of the refunding obligation does not exceed the amount of the refunded obligation and private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code), including the Series 2000 A Bonds, have been or shall be issued by the Issuer, including all subordinate entities of the Issuer, during the calendar year 2000.

ARTICLE IV

FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

Section 4.01. 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 separate and apart from all other funds or accounts of the Depository Bank and the Issuer and from each other:

(1) Revenue Fund;

(2) Renewal and Replacement Fund;

(3) Costs of Issuance Fund; and

(4) Rebate Fund.

Section 4.02. Establishment of Funds and Accounts with Bond Commission. A. The following special funds or accounts are hereby created with and shall be held by the Bond Commission separate and apart from all other funds or accounts of the Bond Commission and the Issuer and from each other:

(1) Series 1998 A Bonds Sinking Fund; and

(2) Series 1998 B Bonds Sinking Fund.

B. Upon issuance of the Series 2000 A Bonds, the following special funds or accounts are hereby created with and shall be held by the Bond Commission separate and apart from all other funds or accounts of the Bond Commission and the Issuer and from each other:

(1) Series 2000 A Bonds Sinking Fund;

(2) Within the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account; and

(3) Within the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Redemption Account.

Section 4.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in

this Ordinance and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Ordinance. Until the Series 2000 A Bonds are issued and the Series 1990 Bonds are defeased, neither the Series 1998 A Bonds nor the Series 1998 B Bonds shall be payable from the Net Revenues, and all revenues shall be disposed of in accordance with the provisions of the ordinance pursuant to which the Series 1990 Bonds were issued and any subsequent ordinance authorizing the issuance of additional Bonds. Upon issuance of the Series 2000 A Bonds and defeasance of the Series 1990 Bonds, all revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority.

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

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Bond Commission (i) for deposit in the Series 1998 B Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 1998 B Bonds on the next ensuing semiannual interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1998 B Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than 6 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 1998 B Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 1998 B Bonds deposited therein; and (ii) commencing 6 months prior to the first interest payment date of the Series 2000 A Bonds, for deposit in the Series 2000 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 2000 A Bonds on the next ensuing semiannual interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than 6 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2000 A Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 2000 A Bonds deposited therein.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Bond Commission (i) for deposit in the Series 1998 B Bonds Sinking Fund, a sum equal to 1/12th of the

amount of principal which will mature and become due on the Series 1998 B Bonds on the next ensuing annual principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1998 B Bonds Sinking Fund and the next ensuing annual principal payment date is more or less than 12 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing annual principal payment date, the required amount of principal coming due on such date; and (ii) commencing 12 months prior to the first principal payment date or mandatory Redemption Date of the Series 2000 A Bonds, for deposit in the Series 2000 A Bonds Sinking Fund and in the Series 2000 A Bonds Redemption Account therein in the case of the Term Bonds which are to be redeemed, a sum equal to 1/12th of the amount of principal which will mature or be redeemed and become due on the Series 2000 A Bonds on the next ensuing annual principal payment date or mandatory Redemption Date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 A Bonds Sinking Fund and the next ensuing annual principal payment date or mandatory Redemption Date is more or less than 12 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing annual principal payment date or mandatory Redemption Date, the required amount of principal coming due on such date.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Bond Commission for deposit in the Series 2000 A Bonds Reserve Account, an amount sufficient to remedy any decrease in value of the Series 2000 A Bonds Reserve Account below the Series 2000 A Bonds Reserve Requirement or any withdrawal from the Series 2000 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2000 A Bonds Reserve Account results in a determination that the amount of moneys and the value of the Qualified Investments deposited to the credit of the Series 2000 A Bonds Reserve Account is less than the Series 2000 A Bonds Reserve Requirement, or (b) any amount is withdrawn from the Series 2000 A Bonds Reserve Account for deposit into the Series 2000 A Bonds Sinking Fund. To the extent Gross Revenues and any other legally available funds are available therefor, the amount so deposited shall be used to restore the amount of moneys on deposit in the Series 2000 A Bonds Reserve Account to an amount equal to the Series 2000 A Bonds Reserve Requirement to the full extent that such Gross Revenues are available; provided however, that if the shortfall in the Series 2000 A Bonds Reserve Account is due to a decrease in value of investments therein, such shortfall shall be replenished by not less than 6 equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2000 A Bonds Reserve Account, such

shortfall shall be replenished by not less than 12 equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2000 A Bonds Reserve Account whenever and as long as the amount on deposit therein shall be equal to the Series 2000 A Bonds Reserve Requirement. Amounts in the Series 2000 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the Series 2000 A Bonds when due, when amounts in the Series 2000 A Bonds Sinking Fund are insufficient therefor and for no other purpose.

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

The Series 1998 B Bonds and any other bonds payable from the revenues of the System subsequent to the issuance of the Series 1998 A Bonds and Series 1998 B Bonds, unless otherwise determined, shall, following issuance of the Series 2000 A Bonds, be payable on a parity with the Series 2000 A Bonds, in the same manner and in the order of priority as set forth for the Series 2000 A Bonds in paragraph (2) and (3) of this Section 4.03. The Series 1998 B Bonds may remain Outstanding following issuance of the Series 2000 A Bonds. There shall be no Reserve Account with respect to the Series 1998 B Bonds.

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

Except to the extent transferred to the Rebate Fund at the request of the Issuer, all investment earnings on moneys in the Series 2000 A Bonds Sinking Fund and the Series 2000 A Bonds Reserve Account shall be returned, not less than once each year, by the Bond Commission to the Issuer, and such amounts shall be deposited in the Revenue Fund

and applied in full, first to the next ensuing interest payment due on the Bonds, and then to the next ensuing principal payments due thereon.

Except with respect to transfers to the Rebate Fund, any withdrawals from the Series 2000 A Bonds Reserve Account which result in a reduction in the balance of the Series 2000 A Bonds Reserve Account to below the Series 2000 A Bonds Reserve Requirement shall be subsequently restored from the first Gross Revenues available after all required payments have been made in full in the order set forth above.

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

The Issuer shall not be required to make any further payments into the Series 2000 A Bonds Sinking Fund, or into the Series 2000 A Bonds Reserve Account therein when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2000 A Bonds issued pursuant to this Bond Ordinance then Outstanding and all interest to accrue until the respective maturities thereof.

The Bond Commission is hereby designated as the fiscal agent for the administration of the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account and the Series 2000 A Bonds Redemption Account created hereunder, and all amounts required for said accounts shall be remitted to the Bond Commission from the Revenue Fund by the Issuer at the times provided herein.

Moneys in the Series 2000 A Bonds Sinking Fund, the Series 2000 A Bonds Reserve Account and the Series 2000 A Bonds Redemption Account shall be invested and reinvested by the Bond Commission in accordance with Section 8.01 hereof.

Except with respect to transfers to the Rebate Fund, the Series 2000 A Bonds Sinking Fund, including the Series 2000 A Bonds Reserve Account therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2000 A Bonds and any additional Bonds ranking on a parity therewith that may be issued and Outstanding under the conditions and restrictions hereinafter set forth.

B. The Issuer shall on the first day of each month (if such day is not a business day, then the next succeeding business day) deposit with the Bond Commission the required principal, interest and reserve payments with respect to the Series 2000 A Bonds and all such payments shall be remitted to the Bond Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Ordinance.

C. The Issuer shall remit from the Revenue Fund to the Bond Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Bond Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay any charges and fees then due.

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

E. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 4.03, and the Gross Revenues shall be applied to such deficiencies before being applied to any other payments hereunder.

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

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

Section 4.04. Reserve Account Letter of Credit or Surety Bond. In lieu of funding the Series 2000 A Bonds Reserve Account with cash or Qualified Investments, the Series 2000 A Bonds Reserve Requirement may be satisfied by the deposit by the Issuer into the Series 2000 A Bonds Reserve Account of a reserve account letter of credit, a surety bond, or other credit facility satisfactory to the Bond Insurer in an amount at least equal to the Series 2000 A Bonds Reserve Requirement. The Issuer hereby authorizes the purchase of a reserve account letter of credit, a surety bond, or other credit facility satisfactory to the Bond Insurer and the execution and delivery of any applicable reimbursement agreement or note in such forms as shall be described in the Supplemental Resolution.

Section 4.05. Payment of Series 1998 A and Series 1998 B Bonds. Until April 1, 2000, the Series 1998 A Bonds, the Series 1998 B Bonds and the interest thereon shall not be payable from the Revenue Fund, the Gross Revenues or the Net Revenues, but shall be payable solely from United States Treasury obligations and/or a guaranteed investment agreement and from cash deposited in the Escrow Fund and earnings thereon. On April 1, 2000, moneys in the Escrow Fund shall be delivered by the Escrow Agent to the Paying Agent of the Series 1998 A Bonds for the special mandatory redemption of the Series 1998 A Bonds and, in accordance with the instructions of the Issuer to the Paying

Agent of the Series 1998 A Bonds, the Paying Agent shall transfer the redemption proceeds of the Series 1998 A Bonds to the Underwriter for the purchase of the Series 2000 A Bonds and thereafter, the proceeds of the Series 2000 A Bonds shall be transferred by the Underwriter to the Paying Agent of the Series 1990 Bonds to currently refund the Series 1990 Bonds and defease the lien of the 1990 Ordinance. On and after April 1, 2000, the Series 1998 B Bonds and the Series 2000 A Bonds will be payable from and secured by a first lien on the Net Revenues derived from the System on a parity with each other.

In the event the Series 2000 A Bonds are not issued, the Series 1998 A Bonds shall be subject to mandatory tender on April 1, 2000, at a price equal to the principal amount thereof, plus interest accrued to such date, such amounts payable solely from funds in the Escrow Fund in accordance with the terms of the Escrow Agreement. In such event, the Series 1990 Bonds and the Series 1998 B Bonds will remain outstanding and will be payable from and secured by a first lien on the Net Revenues derived from the System on a parity with each other.

ARTICLE V

INVESTMENTS; NON-ARBITRAGE; REBATES OF EXCESS INVESTMENT EARNINGS

Section 5.01. Investments. The Issuer shall invest and reinvest, and shall instruct the Bond Commission and the Depository Bank to invest and reinvest, any moneys held as a part of the funds and accounts created by this Ordinance in 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 provided below, any investment shall be held in and at all times deemed a part of the fund or account in which such moneys were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The Issuer 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 Issuer may make any and all investments permitted by this section through the bond department of the Depository Bank. The Depository Bank shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The following specific provisions shall apply with respect to any investments made under this section:

(A) Qualified Investments acquired for the Series 2000 A Bonds Reserve Account shall mature or be subject to retirement at the option of the holder within not more than 5 years from the date of such investment.

(B) The Issuer shall, or shall cause the Bond Commission to semiannually transfer from the Series 2000 A Bonds Reserve Account to the Series 2000 A Bonds Sinking Fund, any earnings on the moneys deposited therein and any other funds in excess of the reserve requirement; provided, however, that there shall at all times remain on deposit in the Series 2000 A Bonds Reserve Account an amount at least equal to reserve requirement.

(C) In computing the amount in any fund or account, Qualified Investments shall be valued at the lower of the cost or the market price, exclusive of accrued interest. Valuation of all funds and accounts shall occur annually, except in the event of a withdrawal from any Reserve Account, whereupon it shall be valued immediately after such withdrawal. If amounts on deposit in the any Reserve Account shall, at any time, be less than the reserve requirement, the Bond Insurer shall be notified immediately of such deficiency and such

deficiency shall be made up from the first available Gross Revenues after required deposits to the any Sinking Fund and otherwise in accordance with Section 4.03 hereof.

(D) All amounts representing accrued and capitalized interest shall be held by the Bond Commission, pledged solely to the payment of interest on the Bonds and invested only in Government Obligations maturing at such times and in such amounts as are necessary to match the interest payments to which they are pledged.

(E) Notwithstanding the foregoing, all moneys deposited in the any Sinking Fund may be invested by the Bond Commission in the West Virginia "consolidated fund" managed by the West Virginia State Board of Investments pursuant to Chapter 12, Article 6 of the West Virginia Code of 1931, as amended.

Section 5.02. Arbitrage. The Issuer covenants that (i) it will restrict the use of the proceeds of the Series 2000 A Bonds in such manner and to such extent as may be necessary, so that the Series 2000 A Bonds will not constitute "arbitrage bonds" under Section 148 of the Code and Regulations prescribed thereunder, and (ii) it will take all actions that may be required of it (including, without implied limitation, the timely filing of a federal information return with respect to the Series 2000 A Bonds) so that the interest on such Bonds will be and remain excluded from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 5.03. Tax Certificate and Rebate. The Issuer shall deliver a certificate of arbitrage, a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2000 A Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2000 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Ordinance.

The Issuer shall calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, the Issuer shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with

Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States at the time and at the address prescribed by the Regulations as the same may be in effect from time to time with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefor. The Issuer at its expense, may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 5.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 5.03 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay the required rebate amounts and any and all penalties and interest from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, in order to maintain the exclusion of interest on the Series 2000 A Bonds from gross income for federal income tax purposes.

Section 5.04. Continuing Disclosure Agreement. The Issuer shall deliver a continuing disclosure agreement or certificate in form acceptable to the Original Purchaser sufficient to ensure compliance with SEC Rule 15c2-12, as it may be amended from time to time.

ARTICLE VI

ADDITIONAL COVENANTS OF THE ISSUER

Section 6.01. Covenants Binding and Irrevocable. All the covenants, agreements and provisions of this Ordinance shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Bonds, as prescribed by Article VII. In addition to the other covenants, agreements and provisions of this Ordinance, the Issuer hereby covenants and agrees with the Holders of the Bonds, as hereinafter provided in this Article VI. All such covenants, agreements and provisions shall be irrevocable, except as provided herein, as long as any of the Bonds or the interest thereon, are Outstanding and unpaid.

Section 6.02. Bonds not to be Indebtedness of the Issuer. The Bonds shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness but shall be payable solely from the Net Revenues of the System, all as herein provided. No Holder or Holders of the Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Bonds or the interest thereon.

Section 6.03. Series 2000 A Bonds Secured by Pledge of Net Revenues. On and after April 1, 2000, the payment of the debt service of all of the Series 1998 B Bonds and the Series 2000 A Bonds shall be secured forthwith equally and ratably on a parity with each other by a first lien on the Net Revenues derived from the System. In the event the Series 2000 A Bonds are not issued, the Series 1998 A Bonds shall be subject to mandatory tender. In such event the Series 1990 Bonds and the Series 1998 B Bonds will remain outstanding and the payment of the debt service of all of the Series 1998 B Bonds and the Series 1990 Bonds shall be secured forthwith equally and ratably on a parity with each other by a first lien on the Net Revenues derived from the System. The Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Series 1998 B Bonds and the Series 2000 A Bonds herein authorized, and to make the payments into all funds and accounts, 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 Series 1998 B Bonds and the Series 2000 A Bonds herein authorized as the same become due and for the other purposes provided in this Ordinance.

Section 6.04. Rates. Prior to the issuance of the Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the City Clerk of the Issuer, which copy will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay

Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 120% of the maximum amount required in any year for payment of principal of and interest on the Series 1998 B Bonds and the Series 2000 A Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Series 1998 B Bonds and the Series 2000 A Bonds; provided however, that so long as the Series 1990 Bonds are outstanding, such coverage must equal at least 125%. All such rates and charges, if not paid when due, shall constitute a lien upon the premises served by the System. For purposes of this test, the terms "Gross Revenues" and "Net Revenues" shall not include proceeds from the sale of capital assets.

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

Section 6.05. Operation and Maintenance. The Issuer will operate and maintain the System in good condition and as a revenue-producing enterprise in an efficient and economical manner, making all necessary expenditures for equipment, renewal, repair and replacement. The Issuer will also operate and maintain the System in compliance with all federal and state laws.

Section 6.06. Sale of the System. So long as the Bonds are outstanding and except as otherwise required by law, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Bonds Outstanding, or to effectively defease the pledge created by this Ordinance in accordance with Article IX hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Bonds, immediately be remitted to the Bond Commission for deposit in any Sinking Fund and the Issuer shall direct the Bond Commission to apply such proceeds to the payment of principal of and interest and redemption premium, if any, on the Bonds. Any balance remaining after the payment of all the Bonds and interest and redemption premium, if any, thereon shall be remitted to the Issuer by the Bond Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Board shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $50,000, the Board shall, in writing, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund. If the amount to be received from such sale, lease or other disposition of said property, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, shall be in excess of $50,000 but not in excess of $200,000, the Board shall first, in writing, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and the Council may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public property in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of $50,000 and not in excess of $200,000, shall be deposited in the Renewal and Replacement Fund.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $200,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 6.07. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. The Issuer shall not issue any other obligations whatsoever, except additional parity Bonds provided for in Section 6.08 hereof, payable from the Revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from the Revenues with the Bonds; and all obligations hereafter issued by the Issuer payable from the Revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such Revenues and in all other respects to the Bonds; provided that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

The Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or, except with respect to such additional parity Bonds, being on a parity with the lien of the Bonds, and the interest thereon, upon any of the income and Revenues of the System pledged for payment of the Bonds and the interest thereon in this Ordinance or upon the System or any part thereof.

Section 6.08. Additional Parity Bonds. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of any Bonds pursuant to this Ordinance, except under the conditions and in the manner herein provided.

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

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

No Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by the Independent Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 125%, so long as the Series 1990 Bonds are outstanding and thereafter, 120% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Ordinance then Outstanding; and

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

The "estimated average increased annual Net Revenues to be received in each of the 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 additional customers to be connected to the System as a result of additions, extensions and improvements thereto, or from any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the date of issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Consulting

Engineers, which shall be filed in the office of the City Clerk prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12 consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Accountants, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which has expired (without successful appeal) prior to issuance of such Parity Bonds. For purposes of this test, the terms "Gross Revenues" and "Net Revenues" shall not include proceeds from the sale of capital assets.

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

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

No Parity Bonds shall be issued any time, however, unless all the payments into the respective funds and accounts provided for in this Ordinance with respect to 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 issuance of such Parity Bonds, and the Issuer shall then be in full compliance with all the covenants, agreements and terms of this Ordinance.

Section 6.09. Insurance and Bonds. The Issuer hereby covenants and agrees, that so long as the Bonds remain Outstanding, the Issuer or the Board will, as an Operating Expense, procure, carry and maintain insurance and bonds and worker's compensation coverage with a reputable insurance carrier or carriers or bonding company or companies covering the following risks and in the following amounts:

A. FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In the event of any damage to or destruction of any portion of the System, the Board will promptly arrange for the application of the insurance proceeds for the repair or reconstruction of such damages or destroyed portion. The Board will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance to protect the interests of the Board and the Issuer during acquisition and construction of any additions, betterments and improvements to the System in the full insurable value thereof.

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

C. WORKER'S COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT OR COMPLETION BONDS, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor dealing directly with the Board and such payment bonds will be filed with the Clerk of the County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, betterments or improvements to the System in compliance with West Virginia Code, Section 38-2-39.

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

E. BUSINESS INTERRUPTION INSURANCE, to the extent available at reasonable cost to the Issuer.

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

Section 6.10. Statutory Mortgage Lien. For the further protection of the Holders of the Series 1998 B Bonds and the Series 2000 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect on April 1, 2000, immediately upon delivery of the Series 2000 A Bonds.

Section 6.11. Services Rendered to the Board or Issuer. The Board will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Board or the Issuer, or any department, agency, instrumentality, officer or employee of either shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer, the Board, and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 6.12. Enforcement of Collections. The Board will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

Whenever any fees, rates, rentals or other charges for the services and facilities of the System shall remain unpaid for a period of 30 days after the same shall become due and payable, the property and the owner thereof, as well as the user of the services and facilities, shall be delinquent until such time as all such rates and charges are fully paid and to the extent authorized by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, all delinquent rates, rentals and other changes, if not paid, shall become a lien on the premises served by the System. The Issuer further covenants and agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services and facilities of the System or waterworks portion thereof, to all delinquent users of services and facilities of the System and will not restore such services of the System (or waterworks portion thereof) until all bills for charges for the services and facilities of the System, plus reasonable interest penalty charges for the restoration of service, have been fully paid.

Section 6.13. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of any franchise or permit to any person, firm, corporation or body, or agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

Section 6.14. Books and Records. The Board will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Board, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds shall have the right at all reasonable times

to inspect the System, and all parts thereof, and all records, accounts and data of the Board relating thereto.

The accounting system for the System shall follow current generally accepted accounting principles, to the extent allowable under and in accordance with the rules and regulations of the Public Service Commission of West Virginia and the Act. Separate control accounting records shall be maintained by the Board. Subsidiary records as may be required shall be kept in the manner, on the forms, in the books and along with other bookkeeping records as prescribed by the Board. The Board shall prescribe and institute the manner by which subsidiary records of the accounting system which may be installed remote from the direct supervision of the Board shall be reported to such agent of the Board as it shall direct.

The Issuer or the Board shall file with the Original Purchaser and the Bond Insurer, within 120 days following the end of each Fiscal Year, and shall mail to any Bondholder requesting the same, an annual report containing the following:

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

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

The Issuer or the Board shall also, at least once a year, cause the books, records and accounts of the System to be completely audited by Independent Accountants, shall mail upon request, and make available generally, the report of said Independent Accountants, or a summary thereof, to any Holder of not less than $100,000 principal amount of Bonds issued pursuant to this Ordinance and shall file said report with the Original Purchaser and the Bond Insurer.

Section 6.15. Operating Budget. The Board shall annually, at least 45 days preceding the beginning of each Fiscal Year, or at such earlier date required by the charter of the Issuer, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by a registered professional engineer, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Board shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of such a registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Board shall mail copies of such annual budget and

all resolutions authorizing increased expenditures for operation and maintenance to the Original Purchaser and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Original Purchaser and to any Bondholder or anyone acting for and in behalf of such Bondholder who requests the same.

Section 6.16. Mandatory Connections. The mandatory use of the sewerage facilities portion of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Division of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the sewerage facilities portion of the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Division of Health and such house, dwelling or building can be adequately served by the sewerage facilities portion of the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the sewerage facilities portion of the System, pay the rates and charges established therefor.

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

Section 6.17. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2000 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2000 A Bonds during the term thereof is, under the terms of the Series 2000 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds

of the Series 2000 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2000 A Bonds during the term thereof is, under the terms of the Series 2000 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2000 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2000 A Bonds are for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2000 A Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2000 A Bonds to be directly or indirectly "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2000 A Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Series 2000 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 6.18. Covenants Regarding the Municipal Bond Insurance Policy. The Issuer may apply for a Municipal Bond Insurance Policy for the Bonds. In the event such a Municipal Bond Insurance Policy is obtained, certain additional covenants of the Issuer may be required by the Bond Insurer as a condition to insuring the Bonds. These additional covenants shall be set forth in full in the Supplemental Resolution, shall apply to the Bonds and any other Bonds which may be insured by such Bond Insurer, and shall be controlling in the event any other provisions of this Ordinance may be in conflict therewith.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Bonds:

(A) If default occurs in the due and punctual payment of the principal of or interest on the Bonds;

(B) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part in this Ordinance or any Supplemental Resolution or in the Bonds contained, and such default shall have continued for a period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer by any Bondholder; or

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

Section 7.02. Enforcement. Upon the happening and continuance of any Event of Default, any Bondholder may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his rights and, in particular:

(A) Bring suit for any unpaid principal or interest then due;

(B) By mandamus or other appropriate proceeding enforce all rights of the Bondholders, including the right to require the Issuer to perform its duties under the Act and this Ordinance;

(C) Bring suit upon the Bonds;

(D) By action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Bondholders; and

(E) By action or bill in equity enjoin any acts in violation of this Ordinance or the rights of the Bondholders.

No remedy by the terms of this Ordinance conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Bondholders hereunder or now or hereafter existing at law or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder by the Bondholders shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.

Section 7.03. Appointment of Receiver. If there be any Event of Default existing and continuing, any Bondholder (or any Bond Insurer if the defaulted Bonds are insured) 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 Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of the principal of and interest on the Bonds, the deposits into the funds and accounts hereby established as 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 agents and attorneys, enter into and upon and take possession of all facilities of said System and shall hold, operate, maintain, manage and control such facilities, and each and every part thereof, and in the name of the Issuer exercise all the rights and powers of the Issuer with respect to said facilities as the Issuer itself might do.

Whenever all that is due upon the Bonds issued pursuant to this Ordinance and interest thereon and under any covenants of this Ordinance for reserve, sinking or other funds and accounts 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 Issuer upon the entry of an order of the court to that effect. Upon any subsequent default, any Bondholder 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, 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 appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and the Holders of the Bonds issued pursuant to this Ordinance. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any assets of any kind or character belonging or pertaining to the System, but the authority of such receiver shall be limited to the possession, operation and maintenance of the System, for the sole purpose of the protection of both the Issuer and the Bondholders, 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 Issuer, 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 System.

Section 7.04. Restoration of Issuer and Bondholder. In case any Bondholder shall have proceeded to enforce any right under this Ordinance by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and such Bondholder shall be restored to their former positions and rights hereunder, and all rights and remedies of such Bondholder shall continue as if no such proceedings had been taken.

ARTICLE VIII

REGISTRAR AND PAYING AGENT

Section 8.01. Appointment of Registrar. The Registrar for the Bonds shall be appointed pursuant to the Supplemental Resolution. The Issuer is hereby authorized and directed to enter into an agreement with the Registrar, the substantial form of which agreement is to be approved by Supplemental Resolution.

Section 8.02. Responsibilities of Registrar. The recitals of fact in the Bonds shall be taken as statements of the Issuer, and the Registrar shall not be responsible for their accuracy. The Registrar shall not be deemed to make any representation as to, and shall not incur any liability on account of, the validity of the execution of any Bonds by the Issuer. Notwithstanding the foregoing, the Registrar shall be responsible for any representation in its Certificate of Authentication and Registration on the Bonds. The Registrar and any successor thereto shall agree to perform all the duties and responsibilities spelled out in this Ordinance and any other duties and responsibilities incident thereto, all as provided by said agreement described in Section 8.01.

Section 8.03. Evidence on Which Registrar May Act. Except as otherwise provided by Section 10.02, the Registrar shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. Whenever the Registrar shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action, such fact or matter, unless other evidence is specifically prescribed, may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Issuer, but in its discretion the Registrar may instead accept other evidence of such fact or matter.

Section 8.04. Compensation and Expenses. The Issuer shall pay to the Registrar from time to time reasonable compensation for all services, including the transfer of registration of Bonds, the first exchange of Bonds and the exchange of Bonds in the event of partial redemption, incurred in the performance of its duties hereunder.

Section 8.05. Certain Permitted Acts. The Registrar may become the owner of or may deal in Bonds as fully and with the same rights it would have if it were not Registrar. To the extent permitted by law, the Registrar may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds Outstanding.

Section 8.06. Resignation of Registrar. The Registrar may at any time resign and be discharged of its duties and obligations under this Ordinance by giving not less than 60 days written notice to the Issuer and publishing in an Authorized Newspaper notice (or mailing such notice to each Bondholder in the event all Bonds are fully registered), specifying the date when such resignation shall take effect, within 20 days after the giving of such written notice. A copy of such notice shall also be mailed to each owner of a fully registered Bond or a coupon Bond registered as to principal (other than to bearer). Such resignation shall take effect upon the day specified in such notice unless a successor shall have been previously appointed by the Issuer or Bondholders, in which event such resignation shall take effect immediately; provided that, in no event shall such resignation take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 8.07. Removal. The Registrar may be removed at any time by the Issuer, the Bond Insurer or by the Holders of a majority in principal amount of the Bonds then Outstanding by an instrument or concurrent instruments in writing signed and duly acknowledged by the Issuer, the Bond Insurer or by such Bondholders or their attorneys duly authorized in writing and delivered to the Issuer, as the case may be. Copies of each such instrument shall be delivered by the Issuer to the Registrar. Such removal shall take effect upon the date stated in such instrument; provided that, in no event shall such removal take effect until a successor has been appointed and has accepted its duties as Registrar.

Section 8.08. Appointment of Successor. In case at any time the Registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Registrar or of its property shall be appointed, or if any public officer or court shall take charge or control of the Registrar or of its property or affairs, a successor may be appointed by the Holders of a majority in principal amount of the Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such Bondholders or their attorneys duly authorized in writing and delivered to the Issuer and such successor Registrar, notification thereof being given to the predecessor Registrar. Pending such appointment, the Issuer shall forthwith appoint a Registrar to fill such vacancy until a successor Registrar shall be appointed by such Bondholders. The Issuer shall publish in an Authorized Newspaper (or mail to each Bondholder in the event all Bonds are fully registered) notice of any such appointment within 20 days after the effective date of such appointment. A copy of such notice shall also be mailed to each owner of a fully registered Bond or a coupon Bond registered as to principal (other than to bearer). Any successor Registrar appointed by the Issuer shall, immediately and without further act, be superseded by a Registrar appointed by such Bondholders. If in a proper case no appointment of a successor Registrar shall be made within 45 days after the Registrar shall have given to the Issuer written notice of resignation or after the occurrence of any other event requiring such appointment, the Registrar or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Any Registrar appointed under the provisions of this section shall be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance.

Section 8.09. Transfer of Rights and Property to Successor. Any predecessor Registrar or Paying Agent shall pay over, assign and deliver any moneys, books and records held by it to its successor.

Section 8.10. Merger or Consolidation. Any company into which the Registrar may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which the Registrar or any public officer or court may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Registrar without the execution or filing of any paper or the performance of any further act; provided, however, that such company shall be a bank, trust company or national banking association meeting the requirements set forth in Section 8.08.

Section 8.11. Adoption of Authentication. In case any of the Bonds shall have been authenticated but not delivered, any successor Registrar may adopt a Certificate of Authentication and Registration executed by any predecessor Registrar and deliver such Bonds so authenticated, and, in case any Bonds shall have been prepared but not authenticated, any successor Registrar may authenticate such Bonds in the name of the predecessor Registrar or in its own name.

Section 8.12. Paying Agent. The Registrar may also serve as the Paying Agent. The Registrar's acceptance of the duties and responsibilities of the Registrar expressed in Section 8.02 shall also include the trusts and the duties of Paying Agent. Any alternate Paying Agent must be a bank, trust company or national banking association authorized to perform the duties imposed upon it by this Ordinance. Such alternate Paying Agent shall signify its acceptance of the duties and obligations imposed upon it pursuant hereto by executing and delivering to the Issuer a written acceptance thereof. Any successor Paying Agent shall take such actions as may be necessary to ensure that the Bonds shall be and remain DTC-eligible.

Each Paying Agent shall be entitled to payment and reimbursement for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by such Paying Agent in connection with such services solely from moneys available therefor.

Any bank, trust company or national banking association with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Ordinance. If the position of Paying Agent shall become vacant for any reason, the Issuer shall, within 30 days thereafter, appoint a bank, trust company or national banking association located in the same city as such Paying Agent to fill such vacancy; provided, however, that, if the Issuer shall fail to appoint such Paying Agent within said

period, the Bond Commission, a court of competent jurisdiction or a majority of the Bondholders may make such appointment.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in this Article VIII with respect to the Registrar, insofar as such provisions may be applicable.

Notice of the appointment of successor or additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 8.08 hereof with respect to the appointment of a successor Registrar.

All moneys received by the Paying Agents shall, until used or applied as provided in this Ordinance, be held in trust for the purposes for which they were received.

ARTICLE IX

DEFEASANCE; DISCHARGE OF PLEDGE OF ORDINANCE

Section 9.01. Defeasance; Discharge of Pledge of Ordinance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all the Bonds the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Ordinance, then this Ordinance and the pledges of the Gross Revenues and other moneys and securities pledged hereunder, and all covenants, agreements and other obligations of the Issuer on behalf of the Holders of the Bonds made hereunder, shall thereupon cease, terminate and become void and be discharged and satisfied, except as may be necessary to assure the exclusion of interest on the Bonds from gross income for federal income tax purposes.

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 respective principal of and interest on such Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Bond Commission or an escrow trustee 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 Bond Commission or said escrow trustee at the same or earlier time shall be sufficient, to pay when due the principal of, any redemption premium on and interest due and to become due on said Bonds on and prior to the maturity date thereof, or if the Issuer irrevocably determines to redeem any of said Bonds prior to the maturity thereof, on and prior to said redemption date. Neither securities nor moneys deposited with the Bond Commission or an escrow trustee 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 of and interest on said Bonds; provided, that any cash received from such principal, redemption premium, if any, and interest payments on such securities deposited with the Bond Commission or said escrow trustee, 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 any, and interest to become due on said Bonds on and prior to such maturity or redemption dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Bond Commission or said escrow trustee, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations, as such term is limited by the

provisions in Section 1.01 hereof or such additional securities as shall be set forth in the Supplemental Resolution.

ARTICLE X

MISCELLANEOUS

Section 10.01. Amendment of Ordinance. Prior to issuance of any series of Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. All provisions required by the Bond Insurer, if any, shall relating to such series of Bonds be set forth in the Supplemental Resolution and to the extent they constitute an amendment or modification of this Ordinance, shall be controlling. Following issuance of the Bonds, this Ordinance and any Supplemental Resolution may be amended or modified without the consent of any Bondholder or other person, solely for the purpose of maintaining the tax-exempt status of the Bonds, provided that, in the event any of the Bonds are insured, no such amendment or modification which adversely affects the security for such Bonds or the rights of the applicable Bond Insurer for such Bonds may be effected without the written consent of such Bond Insurer. Otherwise, no materially adverse amendment or modification to this Ordinance, or of any Supplemental Resolution, may be made without the written consent of the Holders of 60% in aggregate principal amount of the Bonds then Outstanding and affected thereby and the Bond Insurer, which must be filed with the Clerk of the Issuer before any such modification or amendment may be made. No such modification or amendment shall extend the maturity of or reduce the interest rate on, or otherwise alter the terms of payment of the principal of or interest on, any Bond without the express written consent of the Holder of such Bond, nor reduce the percentage of Bonds required for consent to any such modification or amendment.

Section 10.02. Evidence of Signatures of Bondholders and Ownership of Bonds. Any request, consent, revocation of consent or other instrument which this Ordinance may require or permit to be signed and executed by Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys duly authorized in writing. Proof of the execution of any such instrument, or of an instrument appointing or authorizing any such attorney, shall be sufficient for any purpose of this Ordinance if made in the following manner, or in any other manner satisfactory to the Issuer or the Registrar, as the case may be, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by any Bondholder or his attorney of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, a trust company or a financial firm or corporation satisfactory to the

Issuer or the Registrar, as the case may be, that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof.

B. The authority of a person or persons to execute any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or treasurer or a vice-president or an assistant treasurer of such corporation with a corporate seal affixed, and is attested by a person purporting to be its secretary or assistant secretary.

C. The amount of fully registered Bonds held by a person executing any instrument as a Bondholder, the date of his holding such Bonds and the numbers and other identification thereof, shall be confirmed by the Bond Register.

Any request, consent or other instrument executed by the Holder of any Bond shall bind all future Holders and owners of such Bond in respect of anything done or suffered to be done hereunder by the Issuer or the Registrar in accordance therewith.

Section 10.03. Preservation and Inspection of Documents. To the extent allowable under law, all reports, certificates, statements and other documents received by the Registrar under the provisions of this Ordinance shall be retained in its possession and shall be available at all reasonable times for the inspection of the Issuer or any Bondholder, and their agents and their representatives, but any such reports, certificates, statements or other documents may, at the election of the Registrar, be destroyed or otherwise disposed of at any time after such date as the pledge created by this Ordinance shall be discharged as provided in Section 9.01.

Section 10.04. Cancellation of Bonds. All Bonds purchased or paid shall, if surrendered to the Issuer, be canceled and delivered to the Registrar, or, if surrendered to the Registrar, be canceled by it. No such Bonds shall be deemed Outstanding under this Ordinance and no Bonds shall be issued in lieu thereof. All such Bonds shall be canceled and upon order of the Issuer shall be destroyed, and a certificate evidencing such destruction shall be delivered to the Issuer.

Section 10.05. Failure to Present Bonds. Anything in this Ordinance to the contrary notwithstanding, any moneys held by the Bond Commission or a Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for 1 year after the date on which such Bonds have become due and payable, whether by maturity or upon call for redemption, shall at the written request of the Issuer be paid by the Bond Commission or said Paying Agent to the Issuer as its absolute property and free from trust, and the Bond Commission or said Paying Agent shall thereupon be released and discharged with respect thereto, and the Holders of such Bonds shall look only to the Issuer for the payment of such Bonds; provided, however, that, before making any such payment to the Issuer, the Registrar, if so advised by the Bond Commission, or said Paying Agent shall send

to the Holder, at the address listed on the Bond Register, by certified mail, a notice that such moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of such notice is mailed, the balance of such moneys then unclaimed will be returned to the Issuer. If any of said Bonds is a coupon Bond, the Registrar or said Paying Agent shall also publish such notice, not less than 30 days prior to the date such moneys will be returned to the Issuer, in an Authorized Newspaper.

Section 10.06. Notices, Demands and Requests. Unless otherwise expressly provided, all notices, demands and requests to be given or made hereunder to or by the Issuer, the Registrar, the Paying Agent, the Depository Bank or the Original Purchaser shall be in writing and shall be properly made if sent by United States mail, postage prepaid, and addressed as follows or if hand-delivered to the individual to whom such notice, demand or request is required to be directed as indicated below:

ISSUER

City of St. Albans
Post Office Box 1488
St. Albans, West Virginia 25177

REGISTRAR AND PAYING AGENT

[Name(s) and address(es) to be set forth in Supplemental Resolution]

DEPOSITORY BANK

[Name(s) and address(es) to be set forth in Supplemental Resolution]

ORIGINAL PURCHASER

Crews & Associates
2000 Union National Plaza
124 West Capitol
Little Rock, Arkansas 72201

BOND INSURER

[Name(s) and address(es) to be set forth in Supplemental Resolution]

Any party listed above may change such address listed for it at any time upon written notice of change sent by United States mail, postage prepaid, to the other parties.

Section 10.07. No Personal Liability. No member of the Council or officer or employee of the Issuer shall be individually or personally liable for the payment of the principal of or the interest on any Bond, but nothing herein contained shall relieve any such member, official or employee from the performance of any official duty provided by law or this Ordinance.

Section 10.08. Law Applicable. The laws of the State shall govern the construction of this Ordinance and of all Bonds issued hereunder.

Section 10.09. Parties Interested Herein. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Issuer, the Registrar, the Paying Agent, the Holders of the Bonds and the Original Purchaser, any right, remedy or claim under or by reason of this Ordinance. All the covenants, stipulations, promises and agreements contained in this Ordinance by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Registrar, the Paying Agent, the Holders of the Bonds and the Original Purchaser.

Section 10.10. 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 10.11. 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 10.12. Conflicting Provisions Repealed. All ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed; provided however, that the 1990 Ordinance shall remain in effect until the Series 1990 Bonds have been refunded and defeased.

Section 10.13. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, City Clerk and members of the Council were at all times when any actions in connection with this Ordinance occurred and are duly in office and duly qualified for such office.

Section 10.14. Effective Date. This Ordinance shall take effect immediately following the public hearing and final reading hereon.

Section 10.15. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Council to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the Charleston Gazette and the Charleston Daily Mail, two qualified newspapers of general circulation in the City of St. Albans, there being no qualified newspaper published therein, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Bonds, and that any person interested may appear before the Council upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Ordinance and notice, and present protests, and that a certified copy of this Ordinance is on file with the Council for review by interested persons during office hours of the Council. At such hearing, all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper in the premises.

Passed on First Reading:	August 3, 1998
Passed on Second Reading:	August 17, 1998
Passed on Third Reading Following Public Hearing:	September 8, 1998

L. O. Jack Hurst Jr.
Mayor

CERTIFICATION

Certified a true, correct and complete copy of an Ordinance duly enacted by the Council of the CITY OF ST. ALBANS on September 8, 1998.

Dated this 24th day of November, 1998.

[SEAL]

Barbara Cunningham
City Clerk

11/20/98
858350/98002

EXHIBIT A - FORM OF SERIES 1998 A BOND

No. AR-_____ $_____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF ST. ALBANS, WEST VIRGINIA
TAXABLE COMBINED WATERWORKS AND SEWERAGE
SYSTEM REFUNDING REVENUE BOND,
SERIES 1998 A

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF ST. ALBANS, West Virginia, a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on _____ 1 and _____ 1, in each year, beginning _____ 1, 199___ (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date

is provided for. Capitalized terms used and not defined herein shall have the same meanings set forth in the hereinafter described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by _____, _____, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each _____ 15 and _____ 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the City maintained by _____, _____, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $500,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent, in _____, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $_____, designated "City of St. Albans, West Virginia Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 A" (the "Bonds" or the "Series 1998 A Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated _____, 1998, the proceeds of which are to be used, together with other funds of the Issuer, to facilitate the subsequent issuance and sale of its Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A (the "Series 2000 A Bonds"), on April 1, 2000, the proceeds of which will be used to currently refund the Issuer's Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990 (the "Series 1990 Bonds"), which were issued to refinance the cost of acquisition and construction of certain additions, betterments and improvements to the combined waterworks and sewerage system of the Issuer.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 13, Article 2E and Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and an ordinance duly enacted by the council of the Issuer on _____, 1998, as supplemented by a supplemental resolution duly adopted by the council on _____, 1998 (collectively, the "Ordinance"), and is subject to all the terms and conditions of the 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. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations

of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in the City of St. Albans, West Virginia.

THE BONDS ARE ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 B, DATED _____, 199__, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 1998 B BONDS").

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds shall not be subject to optional redemption.

(B) Mandatory Sinking Fund Redemption. The Bonds shall not be subject to mandatory sinking fund redemption.

(C) Mandatory Redemption. By its purchase of this Bond, each Bondholder shall unconditionally and irrevocably agree, upon the authentication and issuance of the Series 2000 A Bonds in accordance with the provisions of the Ordinance and delivery of the Series 2000 A Bond Counsel Opinion as provided in the Ordinance, to purchase on April 1, 2000 (the "Series 2000 A Bonds Issuance Date"), Series 2000 A Bonds in a principal amount equal to the then outstanding principal amount of such Bondholder's Series 1998 A Bonds at a purchase price equal to the principal amount thereof (the "Series 2000 A Bonds Purchase Price"). By its purchase of this Bond, each Bondholder irrevocably appoints the Escrow Agent (as defined in the Ordinance) as its agent and attorney in fact and instructs the Escrow Agent on its behalf to transfer the redemption proceeds of this Bond redeemed pursuant to the special mandatory redemption provisions of this Bond, in an amount equal to the principal amount of the Bonds of such Bondholder which are so redeemed, to the Paying Agent for the Bonds, which will transfer such amounts to the Underwriter (as defined in the Ordinance), which will purchase from the Issuer said amount of Series 2000 A Bonds on behalf of such Bondholder, all for the purpose of satisfying such Bondholder's obligation to purchase the Series 2000 A Bonds. Such purchase shall be made by the Underwriter on behalf of the Bondholder (unless enjoined by a court of competent jurisdiction in the event of a bankruptcy or insolvency of a Bondholder or due to other similar circumstances) automatically and without the necessity of any further action on the part of each Bondholder. Each Bondholder, by its purchase of this Bond, pledges to the Escrow Agent and Paying Agent the proceeds of the redemption of this Bond to be applied to the purchase by the Underwriter of a like amount

of Series 2000 A Bonds on behalf of and for the account of such Bondholder. Each Bondholder, by its purchase of this Bond, is deemed to agree to, acknowledge and accept the terms and conditions described above and to be bound by all of the provisions of the Ordinance, without the necessity of any written acknowledgment, acceptance, signature or receipt of a copy of the Ordinance by such Bondholder.

Upon the satisfaction of the conditions set forth in the Ordinance for the issuance of the Series 2000 A Bonds, and upon the performance by the Escrow Agent, on behalf of each Bondholder of such Bondholder's obligation to purchase Series 2000 A Bonds in an amount equal to the then outstanding principal amount of such Bondholder's Bonds, each Bond with respect to which the foregoing conditions have been satisfied shall be subject to mandatory redemption on April 1, 2000, without notice, at a price equal to the principal amount thereof, plus accrued interest thereon to and including the date fixed for redemption. In the event the conditions set forth in the Ordinance for the issuance of the Series 2000 A Bonds are satisfied, but the Escrow Agent is prevented by a court of competent jurisdiction from performing on behalf of a Bondholder its obligation to purchase a corresponding amount of Series 2000 A Bonds, as set forth above, then this Bond shall not be subject to mandatory redemption and will instead be subject to mandatory tender as described below.

(D) Mandatory Tender. In the event the Series 2000 A Bonds are not issued on April 1, 2000, this Bond shall be subject to mandatory tender to the Escrow Agent, at which time the Escrow Agent will apply cash and securities held by the Escrow Agent toward the purchase of this Bond at a price equal to the principal amount thereof, plus accrued interest to and including April 1, 2000. This Bond shall be deemed paid in such event and will no longer be outstanding.

With respect to the mandatory redemption of this Bond, in the event Series 2000 A Bonds have been issued and delivered, within ten (10) business days following such issuance and delivery, the Paying Agent will mail to the persons who were Series 1998 A Bondholders immediately prior to the Series 2000 A Bonds Issuance Date by first class mail, postage prepaid, at the address of each Bondholder shown on the Bond Register whose Bond has been redeemed under the mandatory redemption provisions of the Ordinance and for whom a corresponding Series 2000 A Bond has been purchased under the Ordinance, a notice setting forth the information provided in the Ordinance with respect to the Bonds redeemed and advising such holder that upon the surrender of such holder's Bonds to the Paying Agent, the Paying Agent will deliver to such Bondholder the Series 2000 A Bonds purchased on its behalf. Such notice shall provide the address of the Paying Agent to which this Bond is to be presented.

With respect to the mandatory tender of this Bond, in the event the Series 2000 A Bonds are not issued on the Series 2000 A Bonds Issuance Date, the Paying Agent shall deliver to the Escrow Agent a written certificate stating such and on the Series 2000 A Bonds Issuance Date, the Paying Agent will mail to the Bondholders by first class mail,

postage prepaid, at the address of each Bondholder shown on the Bond Register, a notice stating that the Series 2000 A Bonds were not issued on the Series 2000 A Bonds Issuance Date and will not be issued under the Ordinance, and that such Bondholders are no longer obligated to purchase such Series 2000 A Bonds and that this Bond is no longer subject to redemption pursuant to the mandatory redemption provisions of the Ordinance, but are subject to mandatory tender for purchase by the Escrow Agent from funds and securities on deposit in the Escrow Fund at a price equal to the principal amount thereof, plus accrued interest to and including April 1, 2000.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

The Bonds and the interest thereon are payable only from and are secured by the securities and cash deposited in the Escrow Fund (as defined in the Ordinance) and earnings thereon, which shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from such Escrow Fund. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds, for the terms of which reference is made to the 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.

All moneys received from the sale of the Bonds except for accrued interest thereon, shall be applied solely to the purchase of securities to be deposited in the Escrow Fund, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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

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, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Ordinance.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof, except inheritance, estate and transfer taxes.

This Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the 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 ST. ALBANS, WEST VIRGINIA, has caused this Bond to be signed by its Mayor, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

(Manual or Facsimile Signature)
Mayor

ATTEST:

(Manual or Facsimile Signature)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: _____.

_____,
as Registrar

By _____
Its Authorized Officer

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____
_____
_____ the within Bond and does hereby irrevocably constitute and appoint _____
_____ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____, _____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

EXHIBIT B - FORM OF SERIES 1998 B BOND

No. BR-_____ $_____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF ST. ALBANS, WEST VIRGINIA
TAXABLE COMBINED WATERWORKS AND SEWERAGE
SYSTEM REFUNDING REVENUE BOND,
SERIES 1998 B

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF ST. ALBANS, West Virginia, a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on _____ 1 and _____ 1, in each year, beginning _____ 1, 199___ (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date

is provided for. Capitalized terms used and not defined herein shall have the same meanings set forth in the hereinafter described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by _____, _____, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each _____ 15 and _____ 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the City maintained by _____, _____, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $200,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent, in _____, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $_____, designated "City of St. Albans, West Virginia Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 B" (the "Bonds" or the "Series 1998 B Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated _____, 1998, the proceeds of which are to be used, together with other funds of the Issuer, to facilitate the subsequent issuance and sale of its Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A (the "Series 2000 A Bonds"), on April 1, 2000, the proceeds of which will be used to currently refund the Issuer's Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990 (the "Series 1990 Bonds"), which were issued to refinance the cost of acquisition and construction of certain additions, betterments and improvements to the combined waterworks and sewerage system of the Issuer and to pay costs of issuance of the Bonds and the Series 1998 A Bonds hereinafter described.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 13, Article 2E and Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and an ordinance duly enacted by the council of the Issuer on _____, 1998, as supplemented by a supplemental resolution duly adopted by the council on _____, 1998 (collectively, the "Ordinance"), and is subject to all the terms and conditions of the 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. Reference is hereby made to the Ordinance, as the same may

be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in the City of St. Albans, West Virginia.

THE BONDS ARE ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 A, DATED _____, 199__, ISSUED CONCURRENTLY HEREWITH IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 1998 A BONDS").

IF THE SERIES 2000 A BONDS ARE ISSUED ON APRIL 1, 2000, THE BONDS SHALL ON AND AFTER SUCH DATE BE ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE SERIES 2000 A BONDS.

IF THE SERIES 2000 A BONDS ARE NOT ISSUED ON APRIL 1, 2000, THE BONDS SHALL ON AND AFTER SUCH DATE BE ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE SERIES 1990 BONDS.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds shall be subject to optional redemption in whole or in part on and after April 1, 2000, at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption.

(B) Mandatory Sinking Fund Redemption. The Bonds shall not be subject to mandatory sinking fund redemption.

In the event of any redemption of less than all outstanding Bonds, Bonds shall be selected for redemption by lot or in such other manner deemed appropriate by the Paying Agent. If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the

Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Registrar. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

The Bonds and the interest thereon are payable only from and are secured by the securities and cash deposited in the Escrow Fund (as defined in the Ordinance) and earnings thereon, which shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from such Escrow Fund. If the Series 2000 A Bonds are issued on April 1, 2000, the Bonds shall on and after such date be payable from and secured by a first lien on the Net Revenues (as defined in the Ordinance) to be derived from the System on a parity with the lien of the Series 2000 A Bonds. If the Series 2000 A Bonds are not issued on April 1, 2000, the Bonds shall on and after such date be payable from and secured by a first lien on the Net Revenues derived from the System on a parity with the lien of the Series 1990 Bonds. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds, for the terms of which reference is made to the 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.

All moneys received from the sale of the Bonds except for accrued interest thereon, shall be applied solely to the purchase of securities to be deposited in the Escrow Fund, and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia, and that a sufficient amount of funds has been pledged to and will be set aside in the Escrow Fund and upon the issuance of the Series 2000 A Bonds, a sufficient amount of Net Revenues will be pledged to and set aside in a special fund by the

Issuer for the prompt payment of the principal of and interest on the Bonds of which this Bond is one.

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, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Ordinance.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof, except inheritance, estate and transfer taxes.

This Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the 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 ST. ALBANS, WEST VIRGINIA, has caused this Bond to be signed by its Mayor, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

(Manual or Facsimile Signature)
Mayor

ATTEST:

(Manual or Facsimile Signature)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: _____.

_____,
as Registrar

By _____
Its Authorized Officer

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____
_____
_____ the within Bond and does hereby irrevocably constitute and appoint _____
_____ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____, _____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

EXHIBIT C - FORM OF SERIES 2000 A BOND

No. AR-_____ $_____

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF ST. ALBANS, WEST VIRGINIA
COMBINED WATERWORKS AND SEWERAGE
SYSTEM REFUNDING REVENUE BOND,
SERIES 2000 A

INTEREST RATE	MATURITY DATE	BOND DATE	CUSIP NO.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF ST. ALBANS, West Virginia, a municipal corporation organized and existing under the laws of the State of West Virginia (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the Registered Owner specified above, or registered assigns (the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above and solely from such special funds also to pay interest on said Principal Amount from the Interest Payment Date (as hereinafter defined) preceding the date of authentication hereof or, if authenticated after the Record Date (as hereinafter defined) but prior to the applicable Interest Payment Date or on said Interest Payment Date, from said Interest Payment Date or, if no interest has been paid, from the Bond Date specified above, or, if and to the extent that the Issuer shall default in the payment of interest on any Interest Payment Date, then this Bond shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, and in which case any Bond surrendered for transfer or exchange shall be dated as of the Interest Payment Date to which interest has been paid in full, at the Interest Rate per annum specified above, semiannually, on _____ 1 and _____ 1, in each year, beginning _____ 1, 2000 (each an "Interest Payment Date"), until maturity or until the date fixed for redemption if this Bond is called for prior redemption and payment on such date is

provided for. Capitalized terms used and not defined herein shall have the same meanings set forth in the hereinafter described Ordinance.

Interest accruing on this Bond on and prior to the Maturity Date hereof shall be payable by check or draft mailed by _____, _____, West Virginia, as paying agent (in such capacity, the "Paying Agent"), to the Registered Owner hereof as of the applicable Record Date (each _____ 15 and _____ 15) or, in the event of a default in the payment of Bonds, that special record date to be fixed by the hereinafter named Registrar by notice given to the Registered Owners not less than 10 days prior to said special record date at the address of such Registered Owner as it appears on the registration books of the City maintained by _____, _____, West Virginia, as registrar (in such capacity, the "Registrar"), or, at the option of any Registered Owner of at least $500,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to a domestic bank account specified in writing by the Registered Owner to the Paying Agent at least 5 days prior to such Record Date. Principal and premium, if any, shall be paid when due upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent, in _____, West Virginia.

This Bond is one of an issue of a series of bonds, in the aggregate principal amount of $_____, designated "City of St. Albans, West Virginia Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A" (the "Bonds"), of like tenor and effect, except as to number, denomination, date of maturity and interest rate, dated _____, 2000, the proceeds of which are to be used, together with other funds of the Issuer, to currently refund the Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990, of the Issuer, outstanding in the total aggregate principal amount of $_____ (the "Series 1990 Bonds"), which were issued to refinance the cost of acquisition and construction of certain additions, betterments and improvements to the combined waterworks and sewerage system of the Issuer.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 13, Article 2E and Chapter 8, Article 20 of the West Virginia Code of 1931, as amended (collectively, the "Act"), and an ordinance duly enacted by the council of the Issuer on _____, 199__, as supplemented by a supplemental resolution duly adopted by the council on _____, 199__ (collectively, the "Ordinance"), and is subject to all the terms and conditions of the 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. Reference is hereby made to the Ordinance, as the same may be amended and supplemented from time to time, for a description of the rights, limitations of rights, obligations, duties and immunities of the Issuer, the Registrar, the Paying Agent, the Registered Owners of the Bonds and the Registered Owners of any subsequently issued

additional bonds. Executed counterparts or certified copies of the Ordinance are on file at the office of the City Clerk in the City of St. Albans, West Virginia.

THE BONDS ARE ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, WITH THE ISSUER'S TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 B, DATED _____, 199__, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____ (THE "SERIES 1998 B BONDS") AND _____.

The Bonds of this issue are subject to redemption prior to their stated maturity dates, as provided in the Ordinance and as set forth in the following lettered paragraphs:

(A) Optional Redemption. The Bonds shall not be subject to optional redemption.

(B) Mandatory Sinking Fund Redemption. The Bonds maturing April 1, 2013, shall be subject to mandatory sinking fund redemption on April 1, in the years and amounts (with the Bonds to be redeemed being selected by lot) and at the price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption as follows:

Year (April 1)	Principal Amount
2008	$210,000
2009	220,000
2010	230,000
2011	240,000
2012	250,000
2013 (Maturity)	265,000

In the event of any redemption of less than all outstanding Bonds, Bonds shall be selected for redemption by lot or in such other manner deemed appropriate by the Paying Agent. If less than all the Bonds are to be redeemed, the Bonds to be redeemed shall be identified by reference to the Series designation, date of issue, CUSIP numbers and Maturity Dates.

Notice of any redemption of this Bond, unless waived, shall be given by the Registrar on behalf of the Issuer by mailing an official redemption notice by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Registrar. Notice of redemption having been given as aforesaid, the Bonds or portions of

Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

Failure to receive such notice or any defect therein or in the mailing thereof shall not affect the validity of proceedings for the redemption of this Bond.

The Bonds and the interest thereon are payable only from and are secured by (i) the Net Revenues (as defined in the Ordinance) to be derived from the System, (ii) all moneys in the Series 2000 A Bonds Sinking Fund and the Series 2000 A Bonds Reserve Account established under the Ordinance and (iii) the 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 shall be set aside as a special fund hereby pledged for such purpose and to make the other payments required by the Ordinance. This Bond does not constitute an indebtedness of the Issuer within any constitutional or statutory provision or limitation, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Net Revenues, the moneys in the Series 2000 A Bonds Sinking Fund and the Series 2000 A Bonds Reserve Account and unexpended proceeds of the Bonds. Under the Ordinance, the Issuer has covenanted and agreed to fix, establish and collect just and equitable rates or charges for the use of the services and facilities of the System and to revise the same from time to time as will always be sufficient to pay all operating expenses of the System and to leave a balance each year equal to at least 120% of the maximum amount payable in any year for principal of and interest on the Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Bonds. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds, for the terms of which reference is made to the 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.

All moneys received from the sale of the Bonds except for accrued interest, if any, thereon, shall be applied solely to refund the Series 1990 Bonds and there shall be, and hereby is, created and granted a lien upon such moneys, until so applied, in favor of the Registered Owners of the Bonds.

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

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, but may be transferred only upon the surrender hereof at the office of the Registrar and otherwise as provided by the Ordinance.

This Bond is, under the Act, exempt from all taxation by the State of West Virginia, or any county, municipality, political subdivision or agency thereof, except inheritance, estate and transfer taxes.

This Bond is hereby designated a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended.

This Bond shall not be entitled to any benefit under the Ordinance, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon shall have been signed by the Registrar.

All provisions of the Ordinance and the 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 ST. ALBANS, WEST VIRGINIA, has caused this Bond to be signed by its Mayor, and its corporate seal to be imprinted hereon and attested by its City Clerk, and has caused this Bond to be dated as of the Bond Date specified above.

[SEAL]

(Manual or Facsimile Signature)
Mayor

ATTEST:

(Manual or Facsimile Signature)
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the fully registered Bonds described in the within-mentioned Ordinance and has been duly registered in the name of the Registered Owner on the date set forth below. Attached hereto is the complete text of the opinion of Steptoe & Johnson, bond counsel, signed originals of which are on file with the Registrar, delivered and dated on the date of the original delivery of and payment for the Bonds.

Dated: _____.

_____,
as Registrar

By _____
Its Authorized Officer

ASSIGNMENT

Social Security or Other Identifying Number of Assignee _____
_____

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____
_____
_____ the within Bond and does hereby irrevocably constitute and appoint _____
_____ to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____, _____.

_____

SIGNATURE GUARANTEED:

_____
(Bank, Trust Company or Firm)

_____
(Authorized Officer)

NOTICE: The Assignor's signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

CITY OF ST. ALBANS, WEST VIRGINIA

TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 A, TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 B AND WHEN, AS AND IF ISSUED COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2000 A

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO AMOUNTS, MATURITIES, INTEREST RATES, REDEMPTION PROVISIONS, PURCHASE PRICES AND OTHER DETAILS OF THE TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 A AND SERIES 1998 B, AND TAX-EXEMPT COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2000 A, OF THE CITY OF ST. ALBANS; AUTHORIZING AND APPROVING A CONTRACT OF PURCHASE, A REGISTRAR AND PAYING AGENT AGREEMENT, AN ESCROW AGREEMENT, AN OFFICIAL STATEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER INSTRUMENTS RELATING TO THE BONDS; APPOINTING AN ESCROW AGENT, REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS AND THE REFUNDING.

WHEREAS, the City of St. Albans (the "Issuer"), in the County of Kanawha, State of West Virginia, is a municipal corporation of said State, the governing body of which is its Council (the "Council");

WHEREAS, the Council duly enacted on September 8, 1998, an ordinance (the "Ordinance") entitled:

AN ORDINANCE AUTHORIZING THE REFUNDING OF THE WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1990, OF THE CITY OF ST. ALBANS, WEST VIRGINIA; THE ISSUANCE OF TAXABLE COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 1998 A, OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $3,000,000, TAXABLE COMBINED WATERWORKS AND SEWERAGE REFUNDING REVENUE BONDS, SERIES 1998 B, OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $200,000 AND TAX-EXEMPT COMBINED WATERWORKS AND SEWERAGE SYSTEM REFUNDING REVENUE BONDS, SERIES 2000 A, OF THE CITY IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $3,000,000, THE PROCEEDS OF WHICH, TOGETHER WITH OTHER FUNDS OF THE CITY, SHALL BE EXPENDED FOR SUCH REFUNDING AND TO PAY COSTS IN CONNECTION THEREWITH; PROVIDING FOR THE RIGHTS AND REMEDIES OF, AND THE SECURITY FOR, THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT, A CONTINUING DISCLOSURE AGREEMENT AND OTHER DOCUMENTS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND PROVISIONS FOR BOND INSURANCE; AND ENACTING OTHER PROVISIONS WITH RESPECT TO SUCH BONDS.

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

WHEREAS, the Ordinance provided generally for the issuance of the Issuer's Taxable Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 1998 A (the "Series 1998 A Bonds"), in an aggregate principal amount not to exceed $3,000,000, Taxable Combined Waterworks and Sewerage Refunding Revenue Bonds, Series 1998 B (the "Series 1998 B Bonds"), in an aggregate principal amount not to exceed $200,000 (the Series 1998 A Bonds and the Series 1998 B Bonds are collectively referred to

as the "Series 1998 Bonds"), and Tax-Exempt Combined Waterworks and Sewerage System Refunding Revenue Bonds, Series 2000 A (the "Series 2000 A" Bonds"), in an aggregate principal amount not to exceed $3,000,000 (the Series 1998 A Bonds, the Series 1998 B Bonds and the Series 2000 A Bonds are collectively referred to as the "Bonds"), for the purposes of paying a portion of the costs of refunding the Issuer's outstanding Waterworks and Sewerage System Refunding Revenue Bonds, Series 1990 (the "Series 1990 Bonds"); funding a reserve account for the Series 2000 A Bonds; and paying costs of issuance thereof, all in accordance with Chapter 8, Article 20 and Chapter 13, Article 2E, of the West Virginia Code of 1931, as amended (collectively, the "Act");

WHEREAS, the Ordinance further provided that the exact principal amounts of the Bonds to be sold and the dates, maturities, interest rates, redemption provisions, price and other terms of the Bonds should be established, that an Escrow Agent, Registrar and Paying Agent be designated, that an Escrow Agreement and Registrar and Paying Agent Agreement be approved, and that other matters pertaining to the Bonds be provided for by resolution of the Council upon receipt of a Contract of Purchase acceptable to the Council;

WHEREAS, the Bonds are proposed to be purchased by Crews & Associates, Inc. (the "Original Purchaser"), pursuant to a Contract of Purchase dated the date of adoption hereof (the "Contract of Purchase"); and

WHEREAS, the Council deems it essential and desirable that this Resolution be adopted and that the Contract of Purchase, the Escrow Agreement, the Continuing Disclosure Agreement and the Registrar and Paying Agent Agreement hereinafter provided for be entered into by the Issuer, that the Official Statement relating to the Bonds, hereinafter described, be approved, that the dates and prices of the Bonds, the maturity dates and amounts, the redemption provisions, the interest rates, and the exact principal amounts of the Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Bonds be herein provided for, all in accordance with the Ordinance;

NOW, THEREFORE, THE COUNCIL OF THE CITY OF ST. ALBANS HEREBY RESOLVES:

Section 1. Pursuant to the Ordinance and the Act, this Resolution is adopted and there are hereby authorized and ordered to be issued the Bonds. The Series 1998 A Bonds shall be dated November 1, 1998, upon original issuance, shall be issued in the aggregate principal amount, bear interest payable semiannually on April 1 and October 1 of each year, commencing April 1, 1999, shall mature on April 1 in such years and shall have such redemption provisions as are set forth in EXHIBIT A - BOND TERMS,

attached hereto and incorporated by reference herein. The Series 1998 B Bonds shall be dated November 1, 1998, upon original issuance, shall be issued in the aggregate principal amount, bear interest payable semiannually on April 1 and October 1 of each year, commencing April 1, 1999, shall mature on April 1 in such years and shall have such redemption provisions as are set forth in EXHIBIT A - BOND TERMS, attached hereto and incorporated by reference herein. The Series 2000 A Bonds shall be dated April 1, 2000, upon original issuance, shall be issued in the aggregate principal amount, bear interest payable semiannually on April 1 and October 1 of each year, commencing October 1, 2000, shall mature on April 1 in such years and shall have such redemption provisions as are set forth in EXHIBIT A - BOND TERMS, attached hereto and incorporated by reference herein. Except as otherwise set forth herein, all other provisions relating to the Bonds shall be as provided in the Ordinance, and the Bonds shall be in substantially the respective forms provided in the Ordinance.

By its purchase of a Series 1998 A Bond, each Series 1998 A Bondholder shall unconditionally and irrevocably agree, upon the authentication and issuance of the Series 2000 A Bonds in accordance with the provisions of the Ordinance and delivery of the Series 2000 A Bond Counsel Opinion as provided in the Ordinance, to purchase on April 1, 2000 (the "Series 2000 A Bonds Issuance Date"), Series 2000 A Bonds in a principal amount equal to the then Outstanding principal amount of such Bondholder's Series 1998 A Bonds at a purchase price equal to the principal amount thereof (the "Series 2000 A Bonds Purchase Price"). By its purchase of a Series 1998 A Bond, each Series 1998 A Bondholder irrevocably appoints the Escrow Agent as its agent and attorney in fact and instructs the Escrow Agent on its behalf to transfer the redemption proceeds of its Series 1998 A Bonds redeemed pursuant to the special mandatory redemption provisions of the Series 1998 A Bonds, in an amount equal to the principal amount of the Series 1998 A Bonds of such Series 1998 A Bondholder which are so redeemed, to the Paying Agent for the Series 1998 A Bonds, which will transfer such amounts to the Underwriter, which will purchase from the Issuer said amount of Series 2000 A Bonds on behalf of such Series 1998 A Bondholder, all for the purpose of satisfying such Series 1998 A Bondholder's obligation to purchase the Series 2000 A Bonds. Such purchase shall be made by the Underwriter on behalf of the Series 1998 A Bondholder (unless enjoined by a court of competent jurisdiction in the event of a bankruptcy or insolvency of a Series 1998 A Bondholder or due to other similar circumstances) automatically and without the necessity of any further action on the part of each Series 1998 A Bondholder. Each Series 1998 A Bondholder, by its purchase of a Series 1998 A Bond, pledges to the Escrow Agent and Paying Agent the proceeds of the redemption of the Series 1998 A Bond to be applied to the purchase by the Underwriter of a like amount of Series 2000 A Bonds on behalf of and for the account of such Series 1998 A Bondholder. Each Series 1998 A Bondholder, by its purchase of a Series 1998 A Bond, is deemed to agree to, acknowledge and accept the terms and conditions described above and to be bound by all of the provisions of the Ordinance and this Resolution, without the necessity of any written acknowledgment, acceptance, signature or receipt of a copy of the Ordinance by such Series 1998 A Bondholder.

The Issuer hereby agrees to issue and sell the Series 2000 A Bonds on the Series 2000 A Bonds Issuance Date, at the Series 2000 A Bonds Purchase Price, to the Series 1998 A Bondholders as their names appear on the Bond Register maintained by the Paying Agent, as of the Series 2000 A Bonds Issuance Date. The Issuer also agrees to take all lawful action within its control, if any, which may be required between the date of the Ordinance and the Series 2000 A Bonds Issuance Date to validly issue the Series 2000 A Bonds with the Series 2000 A Bond Counsel Opinion on the Series 2000 A Bonds Issuance Date upon payment of the Series 2000 A Bonds Purchase Price. To that end, the Issuer covenants and agrees to file such reports and information returns, hold such public hearings and otherwise conduct its affairs as may be required to enable Bond Counsel to deliver the Series 2000 A Bond Counsel Opinion.

In the event of any changes in facts or changes in federal or state law, court decisions, pending litigation directly and materially affecting the delivery of the Series 2000 A Bonds, regulations, proposed regulations or rulings of administrative agencies occurring or in effect on or prior to the Series 2000 A Bonds Issuance Date which relate solely to the state income tax treatment of interest on the Series 2000 A Bonds or the federal income tax treatment of the Series 2000 A Bonds (including any changes which indicate that interest on the Series 2000 A Bonds may be includable in gross income for purposes of any alternative minimum tax provisions of the Code, which changes will be permitted in the opinion), but which do not result in the inclusion of interest on the Series 2000 A Bonds in the gross income of the Bondholders thereof (except with respect to "substantial users" of the Project or "related persons, as such terms are defined in the Code, or with respect to the application of any alternative minimum tax provisions of the Code), the Issuer will nonetheless be obligated to issue the Series 2000 A Bonds with the Series 2000 A Bond Counsel Opinion, as modified by Bond Counsel to appropriately reflect the changes, and each Series 1998 A Bondholder agrees to accept and purchase the Series 2000 A Bonds with the redemption proceeds of its Series 1998 A Bonds.

Notwithstanding the forgoing, the Issuer will be relieved of its obligation to issue the Series 2000 A Bonds and to obtain delivery of the Series 2000 A Bond Counsel Opinion if there shall have been enacted, adopted, proposed, promulgated or endorsed after the date of the Ordinance any provisions of or interpretation of any statute, regulation, ruling or revenue procedure, or any decision of any court or administrative body or agency that adversely affects the validity of the Series 2000 A Bonds, the exclusion from gross income of interest on the Series 2000 A Bonds for federal income tax purposes of the Code, or the Issuer's obligations under applicable securities laws, and the Issuer shall have determined in good faith that compliance therewith would impose a substantial and material economic or administrative burden on the Issuer or otherwise substantially adversely affect the Issuer; provided, however, that a change in market interest rates will, among other things, not be treated as being an economic or administrative burden, or as having an adverse effect, for the purposes of relieving the Issuer of its obligation to issue the Series 2000 A Bonds. Any such determination made by the Issuer will be conclusive, final and binding on the Series 1998 A

Bondholders, the Escrow Agent and the Paying Agent and will not be subject to review of any kind or nature whatsoever.

If the Series 2000 A Bonds are not issued on the Series 2000 A Bonds Issuance Date, the Series 1998 A Bonds will be subject to mandatory tender to the Escrow Agent, at which time the Escrow Agent will apply cash and securities held by the Escrow Agent toward the purchase of the tendered Series 1998 A Bonds and the Series 1998 A Bonds will not be subject to redemption pursuant to the special mandatory redemption provisions and in such event, no Series 2000 A Bonds will be issued and neither the Escrow Agent, the Paying Agent nor the Issuer will have any liabilities to or be subject to any claim by any Series 1998 A Bondholder, and each Series 1998 A Bondholder by accepting a Series 1998 A Bond agrees to such provisions.

Section 2. The Contract of Purchase between the Original Purchaser and the Issuer, dated the date of adoption of this Resolution, substantially in the form submitted to this meeting, and the execution and delivery (in multiple counterparts) by the Mayor on this day of the Contract of Purchase on behalf of the Issuer are hereby authorized, approved, and directed. The Mayor shall execute and deliver the Contract of Purchase with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Contract of Purchase by the Mayor shall be conclusive evidence of any approval required by this Section, and authorization of any action required by the Contract of Purchase relating to the issuance and sale of the Bonds, including the payment of all necessary fees and expenses in connection therewith. The price of the Series 1998 A Bonds, pursuant to the Contract of Purchase, shall be $2,452,534.72 ($2,500,000 par amount, less $56,250 Underwriter's Discount), plus accrued interest of $8,784.72 from the date of the Series 1998 A Bonds to the date of delivery of the Series 1998 A Bonds, expected to be on or about November 24, 1998 (the "Closing Date"). The price of the Series 1998 B Bonds, pursuant to the Contract of Purchase, shall be $166,772.36 ($170,000 par amount, less $3,825 Underwriter's Discount), plus accrued interest of $597.36 from the date of the Series 1998 B Bonds to the date of delivery of the Series 1998 B Bonds, expected to be on or about the Closing Date. The price of the Series 2000 A Bonds, pursuant to the Contract of Purchase, shall be $2,500,000 (par amount).

Section 3. The Escrow Agreement between the Issuer and the West Virginia Municipal Bond Commission, as Escrow Agent, to be dated the Closing Date, substantially in the form submitted to this meeting, and the execution and delivery (in multiple counterparts) by the Mayor shall be and the same are hereby authorized, approved and directed. The Mayor shall execute and deliver the Escrow Agreement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Escrow Agreement by the Mayor shall be conclusive evidence of any approval required by this Section.

Section 4. The Continuing Disclosure Agreement between the Issuer and Bank One, West Virginia, NA, Charleston, West Virginia, as the Dissemination Agent, to be dated the Closing Date, substantially in the form submitted to this meeting, and the execution and delivery (in multiple counterparts) by the Mayor shall be and the same are hereby authorized, approved and directed. The Mayor shall execute and deliver the Continuing Disclosure Agreement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Continuing Disclosure Agreement by the Mayor shall be conclusive evidence of any approval required by this Section.

Section 5. The Official Statement dated the date of adoption of this Resolution, to be substantially in the form of the Preliminary Official Statement described below (with such changes, insertions and omissions as may be necessary or advisable in the opinion of the Mayor), and the distribution of counterparts or copies thereof by the Original Purchaser are hereby authorized, approved and directed. The Mayor shall execute and deliver the Official Statement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Official Statement by the Mayor shall be conclusive evidence of any approval required by this Section. The distribution by the Original Purchaser of the Preliminary Official Statement dated November 13, 1998 (which is a "deemed final" official statement in accordance with SEC Rule 15c2-12), substantially in the form submitted to this meeting is hereby ratified and approved.

Section 6. The Registrar and Paying Agent Agreement between the Issuer and the Registrar and Paying Agent designated herein, to be dated the Closing Date, substantially in the form submitted to this meeting, and the execution and delivery (in multiple counterparts) by the Mayor shall be and the same are hereby authorized, approved and directed. The Mayor shall execute and deliver the Registrar and Paying Agent Agreement with such changes, insertions and omissions as may be approved by the Mayor. The execution of the Registrar and Paying Agent Agreement by the Mayor shall be conclusive evidence of any approval required by this Section.

Section 7. Pursuant to Section 10.01 of the Ordinance, the following sections of the Ordinance shall be amended and the Ordinance shall be conformed to reflect such amendments, as follows:

The following definition in Section 1.01 of the Ordinance shall be amended as follows:

"Series 2000 A Bonds Reserve Requirement" means~~, as of any date of calculation, the lesser of~~ a sum of $125,000, which is less than (i) 10% of the original stated principal amount of the Series 2000 A Bonds; (ii) the maximum amount of principal and interest which will become due on the Series 2000 A Bonds in any year; ~~or~~ and (iii) 125% of the average amount of principal and interest which will become due on the Series 2000 A Bonds.

Section 3.14(C) of the Ordinance shall be amended as follows:

(C) Upon the issuance and delivery of the Series 2000 A Bonds, the Issuer shall forthwith deposit the proceeds thereof as follows:

(i) All interest accrued on the Series 2000 A Bonds from the date thereof to the date of delivery thereof shall be deposited in the Series 2000 A Bonds Sinking Fund and applied to payment of interest on the Series 2000 A Bonds at the first interest payment date.

(ii) An amount of the proceeds of the Series 2000 A Bonds which, together with other moneys or securities available therefor, shall be sufficient to accomplish the current refunding and defeasance of the Series 1990 Bonds shall be paid to the paying agent for the Series 1990 Bonds.

~~(iii) An amount of the proceeds of the Series 2000 A Bonds, if any, which may be necessary to refund the Series 1998 B Bonds or portion thereof (to the extent moneys in the Escrow Fund are insufficient therefor) shall be paid to the paying agent for the Series 1998 B Bonds.~~

~~(iv)~~(iii) An amount of the proceeds of the Series 2000 A Bonds equal to the Series 2000 A Bonds Reserve Requirement shall be remitted to the Bond Commission for deposit in the Series 2000 A Bonds Reserve Account, provided that, to the extent the Series 2000 A Bonds Reserve Requirement is satisfied in whole or in part with a reserve account letter of credit, surety bond or other credit facility, or from proceeds of any fund or account established pursuant to the 1990 Ordinance or other funds of the Issuer, proceeds of the Series 2000 A Bonds shall be deposited in the Series 2000 A Bonds Reserve Account only to the extent needed to satisfy the balance of the Series 2000 A Bonds Reserve Requirement.

~~(v)~~(iv) The balance of the proceeds of the Series 2000 A Bonds shall be deposited with the Depository Bank in the Costs of Issuance Fund and shall be drawn out, used and applied by the Issuer solely to pay costs of issuance

of the Series 2000 A Bonds and miscellaneous costs of refunding the Series 1990 Bonds at the written direction of the Issuer. All such costs of issuance shall be paid within 60 days of the Closing Date. Moneys not to be applied immediately to pay such costs of issuance and refunding may be invested in accordance with this Ordinance, subject however, to applicable yield restrictions as may be in effect under the Code. If for any reason such proceeds, or any part thereof, are not necessary for, or are not applied to such purpose within 6 months after the Closing Date, such unapplied proceeds shall be transferred by the Issuer to the Series 2000 A Bonds Redemption Account. 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 Holders of the Series 2000 A Bonds.

Section 4.03A of the Ordinance shall be amended as follows:

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 Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Ordinance. Until the Series 2000 A Bonds are issued and the Series 1990 Bonds are defeased, neither the Series 1998 A Bonds nor the Series 1998 B Bonds shall be payable from the ~~Gross~~ Net Revenues, and all revenues shall be disposed of in accordance with the provisions of the ordinance pursuant to which the Series 1990 Bonds were issued and any subsequent ordinance authorizing the issuance of additional ~~Combined Waterworks and Sewerage System Revenue~~ Bonds. Upon issuance of the Series 2000 A Bonds and defeasance of the Series 1990 Bonds, all revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following order and priority.

~~(4)~~(1) The Issuer shall ~~next~~ first, each month, pay from the Revenue Fund the Operating Expenses of the System.

~~(1)~~(2) The Issuer shall ~~first~~ next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Bond Commission (i) for deposit in the Series 1998 B Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 1998 B Bonds on the next ensuing semiannual interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the

Series 1998 B Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than 6 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 1998 B Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 1998 B Bonds deposited therein; and (ii) commencing 6 months prior to the first interest payment date of the Series 2000 A Bonds, ~~transfer from the Revenue Fund and remit to the Bond Commission~~ for deposit in the Series 2000 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on the Series 2000 A Bonds on the next ensuing semiannual interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 A Bonds Sinking Fund and the next ensuing semiannual interest payment date is more or less than 6 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing semiannual interest payment date, the required amount of interest coming due on such date; provided further that, the initial amount required to be transferred from the Revenue Fund and deposited in the Series 2000 A Bonds Sinking Fund shall be reduced by the amount of accrued interest on the Series 2000 A Bonds deposited therein.

~~(2)~~(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Bond Commission (i) for deposit in the Series 1998 B Bonds Sinking Fund, a sum equal to 1/12th of the amount of principal which will mature and become due on the Series 1998 B Bonds on the next ensuing annual principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1998 B Bonds Sinking Fund and the next ensuing annual principal payment date is more or less than 12 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing annual principal payment date, the required

amount of principal coming due on such date; and (ii) commencing 12 months prior to the first principal payment date or mandatory Redemption Date of the Series 2000 A Bonds, ~~transfer from the Revenue Fund and remit to the Bond Commission~~ for deposit in the Series 2000 A Bonds Sinking Fund and in the Series 2000 A Bonds Redemption Account therein in the case of the Term Bonds which are to be redeemed, a sum equal to 1/12th of the amount of principal which will mature or be redeemed and become due on the Series 2000 A Bonds on the next ensuing annual principal payment date or mandatory Redemption Date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2000 A Bonds Sinking Fund and the next ensuing annual principal payment date or mandatory Redemption Date is more or less than 12 months, then such monthly payments shall be decreased or increased proportionately to provide, 1 month prior to the next ensuing annual principal payment date or mandatory Redemption Date, the required amount of principal coming due on such date.

~~(3)~~(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Bond Commission for deposit in the Series 2000 A Bonds Reserve Account, an amount sufficient to remedy any decrease in value of the Series 2000 A Bonds Reserve Account below the Series 2000 A Bonds Reserve Requirement or any withdrawal from the Series 2000 A Bonds Reserve Account, beginning with the first full calendar month following the date on which (a) the valuation of investments in the Series 2000 A Bonds Reserve Account results in a determination that the amount of moneys and the value of the Qualified Investments deposited to the credit of the Series 2000 A Bonds Reserve Account is less than the Series 2000 A Bonds Reserve Requirement, or (b) any amount is withdrawn from the Series 2000 A Bonds Reserve Account for deposit into the Series 2000 A Bonds Sinking Fund. To the extent Gross Revenues and any other legally available funds are available therefor, the amount so deposited shall be used to restore the amount of moneys on deposit in the Series 2000 A Bonds Reserve Account to an amount equal to the Series 2000 A Bonds Reserve Requirement to the full extent that such Gross Revenues are

available; provided however, that if the shortfall in the Series 2000 A Bonds Reserve Account is due to a decrease in value of investments therein, such shortfall shall be replenished by not less than 6 equal monthly payments, and if such shortfall is due to a withdrawal from the Series 2000 A Bonds Reserve Account, such shortfall shall be replenished by not less than 12 equal monthly payments, and provided further, that no payments shall be required to be made into the Series 2000 A Bonds Reserve Account whenever and as long as the amount on deposit therein shall be equal to the Series 2000 A Bonds Reserve Requirement. Amounts in the Series 2000 A Bonds Reserve Account shall be used only for the purpose of making payments of principal of and interest on the Series 2000 A Bonds when due, when amounts in the Series 2000 A Bonds Sinking Fund are insufficient therefor and for no other purpose.

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

~~(6)~~ The Series 1998 B Bonds and any other bonds payable from the revenues of the System subsequent to the issuance of the Series 1998 A Bonds and Series 1998 B Bonds, unless otherwise determined, shall, following issuance of the Series 2000 A Bonds, be payable on a parity with the Series 2000 A Bonds, in the same manner and in the order of priority as set forth for the Series 2000 A Bonds in paragraph ~~(1)~~(2) and ~~(2)~~(3) of this Section 4.03. The Series 1998 B Bonds may remain Outstanding following issuance of the

Series 2000 A Bonds. There shall be no Reserve Account with respect to the Series 1998 B Bonds.

Section 4.05 of the Ordinance shall be amended as follows:

~~The~~ Until April 1, 2000, the Series 1998 A Bonds, the Series 1998 B Bonds and the interest thereon shall not be payable from the Revenue Fund, the Gross Revenues or the Net Revenues, but shall be payable solely from ~~proceeds of the Series 1998 A Bonds and Series 1998 B Bonds~~ United States Treasury obligations and/or a guaranteed investment agreement and from cash deposited in the Escrow Fund and earnings thereon ~~and, to the extent such funds are not sufficient, from proceeds of the Series 2000 A Bonds. In the event the Series 2000 A Bonds are not issued on or before April 1, 2000, the Series 1990 Bonds will not be refunded and the amounts then on deposit in the Escrow Fund shall be applied to redemption of the Series 1998 A and Series 1998 B Bonds~~. On April 1, 2000, moneys in the Escrow Fund shall be delivered by the Escrow Agent to the Paying Agent of the Series 1998 A Bonds for the special mandatory redemption of the Series 1998 A Bonds and, in accordance with the instructions of the Issuer to the Paying Agent of the Series 1998 A Bonds, the Paying Agent shall transfer the redemption proceeds of the Series 1998 A Bonds to the Underwriter for the purchase of the Series 2000 A Bonds and thereafter, the proceeds of the Series 2000 A Bonds shall be transferred by the Underwriter to the Paying Agent of the Series 1990 Bonds to currently refund the Series 1990 Bonds and defease the lien of the 1990 Ordinance. On and after April 1, 2000, the Series 1998 B Bonds and the Series 2000 A Bonds will be payable from and secured by a first lien on the Net Revenues derived from the System on a parity with each other.

In the event the Series 2000 A Bonds are not issued, the Series 1998 A Bonds shall be subject to mandatory tender on April 1, 2000, at a price equal to the principal amount thereof, plus interest accrued to such date, such amounts payable solely from funds in the Escrow Fund in accordance with the terms of the Escrow Agreement. In such event, the Series 1990 Bonds and the Series 1998 B Bonds will remain outstanding and will be payable from and secured by a first lien on the Net Revenues derived from the System on a parity with each other.

Section 6.02 of the Ordinance shall be amended as follows:

The Bonds shall not be or constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness but shall be payable solely from the ~~Gross~~ Net Revenues of the System, all as herein provided. No Holder or Holders of the Bonds issued hereunder shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Bonds or the interest thereon.

Section 6.03 of the Ordinance shall be amended as follows:

Series 2000 A Bonds Secured by Pledge of ~~Gross~~ Net Revenues. On and after April 1, 2000, the payment of the debt service of all of the Series 1998 B Bonds and the Series 2000 A Bonds ~~issued hereunder~~ shall be secured forthwith equally and ratably on a parity with each other by a first lien on the ~~Gross~~ Net Revenues derived from the System. In the event the Series 2000 A Bonds are not issued, the Series 1998 A Bonds shall be subject to mandatory tender. In such event the Series 1990 Bonds and the Series 1998 B Bonds will remain outstanding and the payment of the debt service of all of the Series 1998 B Bonds and the Series 1990 Bonds shall be secured forthwith equally and ratably on a parity with each other by a first lien on the Net Revenues derived from the System. The ~~Gross~~ Net Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Series 1998 B Bonds and the Series 2000 A Bonds herein authorized, and to make the payments into all funds and accounts, 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 Series 1998 B Bonds and the Series 2000 A Bonds herein authorized as the same become due and for the other purposes provided in this Ordinance.

The first paragraph of Section 6.04 of the Ordinance shall be amended as follows:

Prior to the issuance of the Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the City Clerk of the Issuer, which copy will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 120% of the maximum amount required in any year for payment of principal of and interest on the Series 1998 B Bonds and the Series 2000 A Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Series 1998 B Bonds and the Series 2000 A Bonds; provided however, that so long as the Series 1990 Bonds are outstanding, such coverage must equal at least 125%. All such rates and charges, if not paid when due, shall constitute a lien upon the premises served by the System. For purposes of this test, the terms "Gross Revenues" and "Net Revenues" shall not include proceeds from the sale of capital assets.

The fourth paragraph of Section 6.08 of the Ordinance shall be amended as follows:

No Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the City Clerk a written statement by the Independent Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 125%, so long as the Series 1990 Bonds are outstanding and thereafter, 120%, of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Bonds then Outstanding;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Ordinance then Outstanding; and

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

Section 6.10 of the Ordinance shall be amended as follows:

For the further protection of the Holders of the Series 1998 B Bonds and the Series 2000 A Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect on April 1, 2000, immediately upon delivery of the Series 2000 A Bonds.

Section 6.17 of the Ordinance shall be amended as follows:

The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Series 2000 A Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Series 2000 A Bonds during the term thereof is, under the terms of the Series 2000 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) in the event that both (A) in excess of 5% of the Net Proceeds of the Series 2000 A Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Series 2000 A Bonds during the term thereof is, under the terms of the Series 2000 A Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for

said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Series 2000 A Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the System, or if the Series 2000 A Bonds are for the purpose of financing more than one project, a portion of the System, and shall not exceed the proceeds used for the governmental use of that portion of the System to which such Private Business Use is related.

B. PRIVATE LOAN LIMITATION. The Issuer shall assure that not in excess of the lesser of 5% of the Net Proceeds of the Series 2000 A Bonds or $5,000,000 are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. FEDERAL GUARANTEE PROHIBITION. The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2000 A Bonds to be directly or indirectly "federally guaranteed" within the meaning of Section 149(b) of the Code and Regulations promulgated thereunder.

D. INFORMATION RETURN. The Issuer will file all statements, instruments and returns necessary to assure the tax-exempt status of the Series 2000 A Bonds and the interest thereon, including without limitation, the information return required under Section 149(e) of the Code.

E. FURTHER ACTIONS. The Issuer will take all actions that may be required of it so that the interest on the Series 2000 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 10.12 of the Ordinance shall be amended as follows:

All ordinances, orders, resolutions or parts thereof in conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed; provided however, that the 1990 Ordinance shall remain in effect until the Series 1990 Bonds have been refunded and defeased.

Section 8. Based upon the actual principal amounts, maturity schedules and interest rates for the Series 2000 A Bonds, as set forth in EXHIBIT A - BOND TERMS, attached hereto, it is hereby determined that the Series 2000 A Bonds show a net savings to the Issuer after deducting all expenses of the refunding. Prior to delivery of the Series 2000 A Bonds, the Issuer shall have obtained from Smith, Cochran & Hicks, P.L.L.C., Charleston, West Virginia or such other independent certified public accountant acceptable to the Mayor, a certification that the amount of savings stated to be achieved by

the refunding shall in fact be correct, based upon their review, comparison and analysis of the net interest cost in dollars of the Series 2000 A Bonds and the net interest cost in dollars of the Series 1990 Bonds. The Mayor are hereby authorized and directed to employ Smith, Cochran & Hicks, P.L.L.C., Charleston, West Virginia or such other independent certified public accountant satisfactory to Bond Counsel to supply the certification required herein and to take other actions required in connection with the refunding.

Section 9. The Issuer does hereby appoint and designate Bank One, West Virginia, NA, Charleston, West Virginia, for the purpose of serving in the capacities of Registrar and Paying Agent.

Section 10. The Issuer does hereby appoint and designate One Valley Bank, National Association, St. Albans, West Virginia, for the purpose of serving in the capacity of Depository Bank.

Section 11. The firm of Steptoe & Johnson, Clarksburg, West Virginia, is hereby appointed bond counsel to the Issuer in connection with the issuance of the Bonds.

Section 12. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission for the purpose of serving in the capacity of Escrow Agent under the Escrow Agreement.

Section 13. The firm of Smith, Cochran & Hicks, P.L.L.C., Charleston, West Virginia, is hereby engaged as verification agent for the purpose of verifying yield, savings and sufficiency of the Escrow Fund.

Section 14. The notice addresses for the Registrar, Paying Agent, Depository Bank, Escrow Agent, Original Purchaser and Bond Insurer shall be as follows:

REGISTRAR AND PAYING AGENT

Bank One, West Virginia, NA
Bank One Plaza
Charleston, West Virginia 25301
Attention: Corporate Trust Department

DEPOSITORY BANK

One Valley Bank, National Association
6th Avenue and 5th Street
St. Albans, West Virginia 25177
Attention: Corporate Trust Department

ESCROW AGENT

West Virginia Municipal Bond Commission
812 Quarrier Street, Suite 300
Charleston, West Virginia 25301
Attention: Executive Director

ORIGINAL PURCHASER

Crews & Associates
2000 Union National Plaza
124 West Capitol
Little Rock, Arkansas 72201
Attention: Public Finance

Section 15. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds, including, but not limited to, subscription forms for the purchase of United States Treasury Obligations, to the end that the Bonds may be delivered on a timely basis to the Original Purchaser pursuant to the Contract of Purchase.

Section 16. Under the provisions of the Act, and as provided in the Ordinance and the Bonds, the Bonds and the interest thereon do not constitute indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, but shall be payable solely from the moneys in the Escrow Fund established by the Escrow Agreement, and neither the credit nor the taxing power of the Issuer is pledged for, and no tax shall ever be levied for, payment of the Bonds and the interest thereon.

Section 17. This Resolution shall be effective immediately.

Adopted this 16th day of November, 1998.

[SEAL]

L. O. "Jack" Hurst Jr.
Mayor

CERTIFICATION

Certified a true, correct and complete copy of a Supplemental Resolution duly adopted by the City Council of the CITY OF ST. ALBANS at a special meeting of the City Council held on November 16, 1998, pursuant to proper notice, at which meeting a quorum was present and acting throughout.

Dated this 24th day of November, 1998.

[SEAL]

Barbara Cunningham
City Clerk

11/16/98
858350/98002

EXHIBIT A - BOND TERMS

City of St. Albans, West Virginia
Taxable Combined Waterworks and Sewerage
System Refunding Revenue Bonds, Series 1998 A

CUSIP	Bond No.	Maturity (April 1)	Amount	Interest Rate
787175 BK3	AR-1	2002	$160,000	5.500%
787175 BL1	AR-2	2003	170,000	5.500
787175 BM9	AR-3	2004	175,000	5.500
787175 BN7	AR-4	2005	185,000	5.500
787175 BP2	AR-5	2006	195,000	5.500
787175 BQ0	AR-6	2007	200,000	5.500
787175 BR8	AR-7	2013	1,415,000	5.500

City of St. Albans, West Virginia
Taxable Combined Waterworks and Sewerage
System Refunding Revenue Bonds, Series 1998 B

CUSIP	Bond No.	Maturity (April 1)	Amount	Interest Rate
787175 BS6	BR-1	2001	$170,000	5.500%

City of St. Albans, West Virginia
Combined Waterworks and Sewerage
System Refunding Revenue Bonds, Series 2000 A

CUSIP	Bond No.	Maturity (April 1)	Amount	Interest Rate
787175 BU1	AR-1	2002	$160,000	4.100%
787175 BV9	AR-2	2003	170,000	4.150
787175 BW7	AR-3	2004	175,000	4.250
787175 BX5	AR-4	2005	185,000	4.350
787175 BY3	AR-5	2006	195,000	4.450
787175 BZ0	AR-6	2007	200,000	4.500
787175 CA4	AR-7	2013	1,415,000	4.700

Optional Redemption

The Series 1998 A Bonds shall not be subject to optional redemption. The Series 1998 B Bonds shall be subject to optional redemption in whole or in part on and after April 1, 2000, at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption.

If fewer than all of the Series 1998 B Bonds shall be called for optional redemption, the particular maturities of the Series 1998 B Bonds to be redeemed shall be selected by the Issuer in such manner as it shall determine.

The Series 2000 A Bonds shall not be subject to optional redemption.

Mandatory Sinking Fund Redemption

The Series 1998 A Bonds and the Series 1998 B Bonds shall not be subject to mandatory sinking fund redemption.

The Series 2000 A Bonds maturing April 1, 2013, shall be subject to mandatory sinking fund redemption on April 1, in the years and amounts (with the Series 2000 A Bonds to be redeemed being selected by lot) and at the price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption as follows:

Year (April 1)	Principal Amount
2008	$210,000
2009	220,000
2010	230,000
2011	240,000
2012	250,000
2013 (Maturity)	265,000

Mandatory Redemption of Series 1998 A Bonds

Upon the satisfaction of the conditions set forth in the Ordinance for the issuance of the Series 2000 A Bonds, and upon the performance by the Escrow Agent, on behalf of each Series 1998 A Bondholder of such Series 1998 A Bondholder's obligation to purchase Series 2000 A Bonds in an amount equal to the then Outstanding principal amount of such Series 1998 A Bondholder's Series 1998 A Bonds, each Series 1998 A Bond with respect to which the foregoing conditions have been satisfied shall be subject to mandatory redemption on April 1, 2000, without notice, at a price equal to the principal amount thereof, plus accrued interest thereon to and including the date fixed for redemption. In the event the conditions set forth in the Ordinance for the issuance of the Series 2000 A Bonds are satisfied, but the Escrow Agent is prevented by a court of competent jurisdiction from performing on behalf of a Series 1998 A Bondholder its obligation to purchase a corresponding amount of Series 2000 A Bonds, as set forth above, then such Series 1998 A Bonds shall not be subject to mandatory redemption and will instead be subject to mandatory tender as described below.

Mandatory Tender of Series 1998 A Bonds

In the event the Series 2000 A Bonds are not issued on April 1, 2000, the Series 1998 A Bonds shall be subject to mandatory tender to the Escrow Agent, at which time the Escrow Agent will apply cash and securities held by the Escrow Agent toward the purchase of the tendered Series 1998 A Bonds at a price equal to the principal amount thereof, plus accrued interest to and including April 1, 2000. The Series 1998 A Bonds shall be deemed paid in such event and will no longer be outstanding.