CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

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CITY OF WEIRTON

WATER REVENUE BONDS, SERIES 2009 A
(WEST VIRGINIA DWTRF PROGRAM)

BOND ORDINANCE

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CITY OF WEIRTON

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $3,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF WEIRTON.

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 19 and Chapter 16, Article 13C 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 Weirton (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Hancock County and Brooke County of said State.

B. The Issuer presently owns and operates a municipal waterworks treatment and distribution system. However, it is deemed necessary and desirable for the

health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain additions, betterments and improvements to the existing public waterworks system of the Issuer, consisting of upgrading the water treatment plant to meet the Disinfection and Disinfection Byproducts Rule (collectively, the "Project") (the existing public waterworks system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer and at the costs estimated in Section 2.01 hereof.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Drinking Water Treatment Revolving Fund pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), in the total aggregate principal amount of not more than $3,000,000 (the "Series 2009 A Bonds"), to be initially represented by a single bond, to permanently finance a portion of the costs of acquisition and construction of the Project, together with the Issuer's contribution. The remainder of the costs of acquisition and construction of the Project shall be as set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Series 2009 A Bonds prior to and during acquisition and construction of the Project 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 2009 A 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 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 2009 A 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 2009 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

F. It is in the best interests of the Issuer that its Series 2009 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Bureau for Public

Health (the "BPH"), in form satisfactory to the Issuer, the Authority and the BPH (the "Loan Agreement"), as shall be approved by a resolution supplemental hereto.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2009 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's (i) Water Revenue Bonds, Series 1991 A (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $4,784,000 (the "Series 1991 A Bonds"); (ii) Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), dated April 8, 1998, issued in the original aggregate principal amount of $2,190,000 (the "Series 1998 A Bonds"); and (iii) Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), dated April 25, 2006, issued in the original aggregate principal amount of $2,555,000 (the "Series 2006 A Bonds"). There are also outstanding obligations of the Issuer which will be junior and subordinate to the Series 2009 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's Water Revenue Bonds, Series 1991 B (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $216,000 (the "Series 1991 B Bonds"). The Series 1991 A Bonds, the Series 1998 A Bonds, and the Series 2006 A Bonds may be hereinafter collectively referred to as the "First Lien Bonds". The Series 1991 A Bonds, the Series 1991 B Bonds, Series 1998 A Bonds, and the Series 2006 A Bonds may be hereinafter collectively referred to as the "Prior Bonds".

The Series 2009 A Bonds shall be issued on a parity with the Series 1991 A Bonds, Series 1998 A Bonds and Series 2006 A Bonds and senior and prior to the Series 1991 B Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2009 A Bonds, the Issuer will obtain (I) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Series 1991 A Bonds, Series 1998 A Bonds, and Series 2006 A Bonds are met; (ii) the written consent of the registered owners of the Series 1991 A Bonds, Series 1998 A Bonds, and Series 2006 A Bonds to the issuance of the Series 2009 A Bonds on a parity with the Series 1991 A Bonds, Series 1998 A Bonds, and Series 2006 A Bonds; and (iii) the written consent of the registered owners of the Series 1991 B Bonds to the issuance of the Series 2009 A Bonds on a senior and prior basis to the Series 1991 B Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the First Lien Bonds and the Series 1991 B Bonds and payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2009 A Bonds, or will

have so complied prior to issuance of any thereof, including, among other things and without limitation, 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 and approval of this financing from the Public Service Commission of West Virginia by Final Order.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2009 A 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 Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 8, Article 19 and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Administrative Fee" means any administrative fee required to be paid pursuant to the Loan Agreement for the Series 2009 A Bonds.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2009 A Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the BPH under the Act.

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

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

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

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

"Bonds" means, collectively, the Series 2009 A Bonds, the First Lien Bonds, Series 1991 B 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.

"BPH" means the West Virginia Bureau for Public Health, a division of the West Virginia Department of Health and Human Resources, or any successor thereto.

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

"City Manager" means the City Manager of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 2009 A Bonds for all or a portion of the proceeds of the Series 2009 A Bonds 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.

"Consulting Engineers" means Thrasher Engineering, 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.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns, which shall be a member of FDIC.

"DWTRF Regulations" means the DWTRF regulations set forth in the West Virginia Code of State Regulations, as amended from time to time.

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

"First Lien Bonds" means the Series 1991 A Bonds, Series 1998 A Bonds and Series 2006 A Bonds.

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

"Governing Body" means the council of the Issuer or any other governing body of the Issuer that succeeds to the functions of the council as presently constituted.

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

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

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

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

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

"Loan Agreement" means, the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the BPH, providing for the purchase of the Series 2009 A Bonds from the Issuer by the Authority, the form of

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

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2009 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2009 A Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2009 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"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, the Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar and 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, the Series 1991 B 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.

"Operation and Maintenance Fund" means the Operation and Maintenance Fund created by the Prior Ordinances and continued hereby.

"Outstanding," when used with reference to Bonds or Prior Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond or Prior Bonds canceled by the Bond Registrar or Registrar for Prior Bonds, at or prior to said date; (ii) any Bond or any Prior Bonds for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust 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 Bonds deemed to have been paid; and (v) for purposes of consents or other action by a specified percentage of Bondholders or Holders of any Prior Bonds, any Bond or any Prior Bonds registered to the Issuer..

"Parity Bonds" means additional Bonds issued on a parity with the Series 2009 A Bonds and the First Lien Bonds 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 for the Series 2009 A Bonds by the Issuer in the Supplemental Resolution.

"Prior Bonds" means the Series 1991 A Bonds; Series 1991 B Bonds; Series 1998 A Bonds; and Series 2006 A Bonds.

"Prior Ordinances" means, collectively, the ordinances of the Issuer respectively enacted, authorizing the issuance of the Prior Bonds.

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

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

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

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

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

(e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC, or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must

mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;

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

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

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

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is exempt from 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 created by the Prior Ordinances and continued hereby.

"Reserve Accounts" means, collectively, the respective Reserve Accounts established for the Series 2009 A Bonds and the Prior Bonds.

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in any Reserve Account for the Prior Bonds and the Series 2009 A Bonds.

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

"Series 1991 A Bonds" means the Issuer's Water Revenue Bonds, Series 1991 A (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $4,784,000.

"Series 1991 B Bonds" means the Issuer's Water Revenue Bonds, Series 1991 B (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $216,000.

"Series 1998 A Bonds" means the Issuer's Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), dated April 8, 1998, issued in the original aggregate principal amount of $2,190,000.

"Series 2006 A" means the Issuer's Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), dated April 25, 2006, issued in the original aggregate principal amount of $2,555,000.

"Series 2009 A Bonds" means the Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), of the Issuer, authorized by this Ordinance.

"Series 2009 A Bonds Construction Trust Fund" means the Series 2009 A Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2009 A Bonds Reserve Account" means the Series 2009 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2009 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 2009 A Bonds in the then current or any succeeding year.

"Series 2009 A Bonds Sinking Fund" means the Series 2009 A Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds and the Series 2009 A Bonds.

"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 2009 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2009 A Bonds, and not so included may be included in another Supplemental Resolution.

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

"System" means, collectively, the complete existing municipal waterworks system of the Issuer, and shall include the Project, any additions, betterments and improvements thereto hereafter acquired or constructed for said waterworks system from any sources whatsoever, both within and without the Issuer.

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

"West Virginia DWTRF Program" means the West Virginia Drinking Water Treatment Revolving Fund program established by the State, administered by the BPH and funded by capitalization grants awarded to the State pursuant to the federal Safe Drinking Water Act, as amended, for the purpose of establishing and maintaining a permanent perpetual fund for the acquisition, construction and improvement of drinking water projects.

Additional terms and phrases are defined in this Ordinance as they are used. 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 neuter gender shall include any other gender; and any requirement for execution or attestation of the Bonds or any certificate or other document by the Mayor, City Manager or the City Clerk shall mean that such Bonds, certificate or other document may be executed or attested by an Acting Mayor, Acting City Manager or Acting City Clerk.

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 not to exceed $5,356,800, 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 2009 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and has entered into or will enter into contracts for the acquisition and construction of the Project, which are in an amount and otherwise compatible with the financing plan submitted to the Authority and the BPH.

The cost of the Project is estimated not to exceed $5,356,800, of not more than $3,000,000 will be obtained from proceeds of the Series 2009 A Bonds and $2,356,800 will be obtained from a United States Environmental Protection Agency grant.

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 2009 A Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance 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 2009 A Bonds of the Issuer. The Series 2009 A Bonds shall be issued as a single bond, designated "Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program)", in the principal amount of not more than $3,000,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2009 A Bonds remaining after funding of the Series 2009 A Bonds Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 2009 A Bonds, if any, shall be deposited in or credited to the Series 2009 A Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2009 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2009 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2009 A Bonds shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or

by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2009 A Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2009 A Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2009 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2009 A Bonds shall be executed in the name of the Issuer by the Mayor and the City Manager 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 2009 A Bonds shall cease to be such officer of the Issuer before the Series 2009 A 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 2009 A 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 2009 A Bonds shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the form set forth in Section 3.10 hereof, shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Series 2009 A 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 2009 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 2009 A 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 such Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as the Series 2009 A Bonds remain outstanding, the Issuer, through the Bond Registrar as its agent, shall keep and maintain books for the registration and transfer of the Bonds.

The registered Series 2009 A 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 Series 2009 A Bonds or transferring the registered Series 2009 A Bonds are exercised, all Series 2009 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2009 A Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Bond Registrar. For every such exchange or transfer of Series 2009 A 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 2009 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2009 A Bonds or, in the case of any proposed redemption of Series 2009 A Bonds, next preceding the date of the selection of Series 2009 A 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 2009 A 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 canceled 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 2009 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Gross Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2009 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2009 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Gross Revenues; Lien Positions with respect to Prior Bonds. The payment of the debt service of the Series 2009 A Bonds shall be secured forthwith equally and ratably by a first lien on the Gross Revenues derived from the operations of the System, on a parity with the lien on the Gross Revenues in favor of the Holders of the First Lien Bonds, and senior and prior to the lien on the Gross Revenues in favor of the Holders of the Series 1991 B Bonds. Such Gross Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2009 A Bonds and the Prior Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation, 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 2009 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2009 A 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 2009 A 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 2009 A Bonds to the original purchasers;

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

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 2009 A Bonds.

Section 3.10. Form of Series 2009 A Bonds. The text of the Series 2009 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WEIRTON
WATER REVENUE BONDS,
SERIES 2009 A
(WEST VIRGINIA DWTRF PROGRAM)

No. AR-1 $_____

KNOW ALL MEN BY THESE PRESENTS: This _____ day of _____, 2009, that the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia in Hancock County and Brooke 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 _____ ($_____), 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, 200_, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference, with interest payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing _____ 1, 200___, at the rate per annum as set forth on EXHIBIT B attached hereto.

The Administrative Fee (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20____, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Bureau for Public Health (the "BPH") and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the BPH, dated _____, 2009 .

This Bond is issued (i) to pay the costs of acquisition and construction of certain additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks 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 19 and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on _____, 2009 , and a Supplemental Resolution duly adopted by the Issuer on _____, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S (i) WATER REVENUE BONDS, SERIES 1991 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MAY 23, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,784,000; (ii) WATER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA SRF PROGRAM), DATED APRIL 8, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,190,000; AND (iii) WATER REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA DWTRF PROGRAM), DATED APRIL 25, 2006, ISSUED IN THE ORIGINIAL AGGREGATE PRINCIPAL AMOUNT OF $2,555,000.

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE, AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S WATER REVENUE BONDS, SERIES 1991 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MAY 23, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $216,000.

THE SERIES 1991 A BONDS, THE SERIES 1991 B BONDS, THE SERIES 1998A BONDS, AND THE SERIES 2006 A BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Series 1991 A Bonds, Series 1998 A Bonds, and Series 2006 A Bonds, and senior and prior to the pledge of Gross Revenues in favor of the Holders of the Series 1991 B Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2009 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2009 A 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 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues, including the Prior Bonds; provided however, that so long as there exists in the Series 2009 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the 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 hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Gross Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest, if any, on this Bond.

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the CITY OF WEIRTON has caused this Bond to be signed by its Mayor and City Manager, and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated the day and year first written above.

[SEAL]

_____
Mayor

_____
City Manager

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 2009 .

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Execution of Loan Agreement. The Series 2009 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor and/or City Manager are specifically authorized and directed to execute the Loan Agreement 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 the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreement, including all schedules and exhibits attached thereto, is hereby approved and incorporated into this Bond Legislation.

Section 3.12. "Amended Schedule" Filing. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority and the BPH an amended schedule, the form of which will be provided by the BPH, 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 (or continued if previously established by the Prior Ordinances) 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 (established by the Prior Ordinances);

(2) Operation and Maintenance Fund (established by the Prior Ordinances);

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

(4) Series 2009 A Bonds Construction Trust Fund.

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

(1) Series 1991 A Bonds Sinking Fund (established by the Prior Ordinances);

(2) Series 1991 A Bonds Reserve Account (established by the Prior Ordinances);

(3) Series 1991 B Bonds Sinking Fund (established by the Prior Ordinances);

(4) Series 1991 B Bonds Reserve Account (established by the Prior Ordinances);

(5) Series 1998 A Bonds Sinking Fund (established by the Prior Ordinances);

(6) Series 1998 A Bonds Reserve Account (established by the Prior Ordinances);

(7) Series 2006 A Bonds Sinking Fund (established by the Prior Ordinances);

(8) Series 2006 A Bonds Reserve Account (established by the Prior Ordinances);

(9) Series 2009 A Bonds Sinking Fund; and

(10) Series 2009 A 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 this Bond Legislation and in the Prior Ordinances and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Bond Legislation and in the Prior Ordinances. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

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

Commission (i) for deposit in the Series 1991 A Bonds Sinking Fund, the Series 1998 A Bonds Sinking Fund, and the Series 2006 A Bonds Sinking Fund, the amount required by the Prior Ordinances for the payment of interest on the Series 1991 A Bonds, the Series 1998 A Bonds, and the Series 2006 A Bonds; and (ii) commencing 4 months prior to the first date of payment of interest on the Series 2009 A Bonds, for which interest has not been capitalized or as required in the Loan Agreement, for deposit in the Series 2009 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2009 A Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2009 A Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(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 1991 A Bonds Sinking Fund, the Series 1998 A Bonds Sinking Fund, and the Series 2006 A Bonds Sinking Fund, the amount required by the Prior Ordinances for payment of principal of the Series 1991 A Bonds, the Series 1998 A Bonds, and the Series 2006 A Bonds; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2009 A Bonds, for deposit in the Series 2009 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and come due on the Series 2009 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2009 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payment shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Series 1991 A Bonds Reserve Account, the Series 1998 A Bonds Reserve Account, and the Series 2006 A Bonds Reserve Account, the amount required by

the Prior Ordinances; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2009 A Bonds, if not fully funded upon issuance of the Series 2009 A Bonds, for deposit in the Series 2009 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2009 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2009 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2009 A Bonds Reserve Requirement.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank (as required in the Prior Ordinances and not in addition thereto), for deposit in 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 accounts have not, as of the date of determination of a deficiency, funded such accounts to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1991 B Bonds Sinking Fund the amount required by the Prior Ordinances to pay principal of the Series 1991 B Bonds.

(6) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1991 B Bonds Reserve Account the amount required by the Prior Ordinances.

(7) The Issuer shall next, each month, transfer from the Revenue Fund into the Operation and Maintenance Fund, an amount sufficient to pay all reasonable and proper expenses of

operation, maintenance and repair of the System for the current month and from which disbursements shall be made only for that purpose. If in any month for any reason there is a failure to transfer and pay the required amount into the Operation and Maintenance Fund, then the amount of any deficiency shall be added to the amount otherwise required to be transferred and paid into said Fund in the next succeeding month. Fixed annual charges, such as insurance and costs of major repairs and maintenance, may be computed and set up on an annual basis and 1/12th of the amount thereof may be accumulated in said Fund each month.

Monies in the Series 2009 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 2009 A Bonds as the same shall become due. Monies in the Series 2009 A Bonds Reserve Account shall be used only for the purposes of paying principal of and interest, if any, on the Series 2009 A Bonds as the same shall come due, when other monies in the Series 2009 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2009 A Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2009 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2009 A Bonds Reserve Account which result in a reduction in the balance of the Series 2009 A Bonds Reserve Account to below the Series 2009 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 priority set forth above.

As and when additional Bonds ranking on a parity with the Series 2009 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the Series 2009 A Bonds Sinking Fund or the Series 2009 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2009 A 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 2009 A Bonds and the First Lien 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 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Issuer shall make the necessary arrangements whereby required payments into the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2009 A Bonds Sinking Fund and the Series 2009 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2009 A Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if such day is not a business day, then the first business day of each month), deposit with the Commission the required principal and reserve account payments with respect to the Series 2009 A 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 Administrative Fee as set forth in the Schedule Y attached to the Loan Agreement.

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

D. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in 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.

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 paragraph, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

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

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

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

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

Section 6.01. Application of Bond Proceeds; Pledge of Unexpended Bond Proceeds. From the monies received from the sale of the Series 2009 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2009 A Bonds, there shall first be deposited with the Commission in the Series 2009 A 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 2009 A Bonds for the period commencing on the date of issuance of the Series 2009 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 2009 A Bonds, there shall be deposited with the Commission in the Series 2009 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2009 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2009 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2009 A Bonds Construction Trust Fund and applied solely to payment of costs of the Project in the manner set forth in Section 6.02 and until so expended, are hereby pledged as additional security for the Series 2009 A Bonds.

D. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2009 A Bonds shall be applied as directed by the BPH.

Section 6.02. Disbursements From the Bond Construction Trust Fund. On or before the Closing Date, the Issuer shall have delivered to the Authority and the BPH a report listing the specific purposes for which the proceeds of the Series 2009 A Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for the costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2009 A Bonds Construction Trust Fund shall be made only after submission to the Authority and the BPH of the following: (1) a completed and signed "Payment Requisition Form", a form of which is attached to the Loan Agreement in compliance with the construction schedule; (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.

Pending such application, monies in the Series 2009 A Bonds Construction Trust Fund shall be invested and reinvested in Qualified Investments at the written direction of the Issuer.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

Section 7.01. General Covenants of the Issuer. All the covenants, agreements and provisions of this Bond Legislation shall be and constitute valid and legally binding covenants of the Issuer and shall be enforceable in any court of competent jurisdiction by any Holder or Holders of the Series 2009 A 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 2009 A 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 2009 A Bonds are Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2009 A Bonds shall not be nor constitute an indebtedness of the Issuer within the meaning of any constitutional, statutory or charter limitation of indebtedness, but shall be payable solely from the funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Series 2009 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2009 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Gross Revenues; Lien Positions with respect to Prior Bonds. The payment of the debt service of the Series 2009 A Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Gross Revenues derived from the operation of the System, on a parity with the lien on the Gross Revenues in favor of the Holders of the First Lien Bonds, and senior and prior to the lien on the Gross Revenues in favor of the Holders of the Series 1991 B Bonds. The Gross Revenues, in an amount sufficient to pay the principal of and interest, if any, on the Prior Bonds and the Series 2009 A Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of Counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement and the Issuer shall supply a certificate of certified

public accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the water rate ordinance of the Issuer enacted on May 27, 2009, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2009 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2009 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System, except as provided in the Prior Ordinances. Additionally, so long as the Series 2009 A Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the BPH, 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, with respect to the Series 2009 A Bonds, immediately be remitted to the Commission for deposit in the Series 2009 A Bonds Sinking Fund, and, with the written permission of the Authority and the BPH, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2009 A Bonds. Any balance remaining after the payment of the Series 2009 A Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement 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 $10,000 but not in excess of $50,000, the Issuer 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 Issuer may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding in accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, shall be deposited in the Sinking Funds and shall be applied only to the purchase of the Bonds Outstanding. Payment of such proceeds into the Sinking Funds and Renewal and Replacement Fund shall not reduce the amount required to be paid into said funds by other provisions of this Bond Legislation.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of over 50% in amount 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 in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Bonds. All obligations issued by the Issuer after the issuance of the Series 2009 A 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, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2009 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts established by this Bond Legislation 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 2009 A Bonds, and the interest thereon, if any, upon any or all of the income and revenues of the System pledged for payment of the Series 2009 A Bonds and the interest thereon, if any, in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2009 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided. All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2009 A Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of design, acquisition or construction of extensions, additions, betterments or improvements to the System or refunding any outstanding 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 Certified Public Accountants, based upon the necessary investigation and certification by the Consulting Engineers, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Prior Bonds then Outstanding;

(2) Any Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation 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 the improvements to be financed by such Parity Bonds and any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the 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 on account of increased rates,

rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Parity Bonds.

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

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2009 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2009 A Bonds.

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

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

The Issuer shall permit the Authority and the BPH, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of construction of the Project and

commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

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

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

The Issuer shall file with the BPH, the Authority, or any other original purchaser of the Series 2009 A Bonds, and shall mail in each year to any Holder or Holders of the Series 2009 A 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 Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required, in compliance with the applicable OMB Circular, or any successor thereto, and the Single Audit Act, or any successor thereto), and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2009 A Bonds, and shall submit said report to the BPH and the Authority, or any other original purchaser of the Series 2009 A Bonds. Such audit report submitted to the BPH and the Authority shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement

and this Bond Legislation and that the Gross Revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

The Issuer shall permit the BPH and the Authority, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction and commencement of operation of the Project, the Issuer shall also provide the Authority and the BPH, 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 BPH and the Authority with respect to the System pursuant to the Act.

The Issuer shall provide the BPH 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 Loan Agreement for the Series 2009 A Bonds or as promulgated from time to time.

Section 7.09. Rates. Prior to the issuance of the Series 2009 A Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the City Clerk, 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 the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System, to provide the Net Revenues equal to not less than the sum required by the Prior Ordinances, so long as the Prior Bonds are outstanding, and thereafter sufficient to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues, including the Prior Bonds; provided however, that so long as there exists in the Series 2009 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will

become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the BPH 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 Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made, except upon the further certificate of a registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the BPH and to any Holder of any Bonds who shall file his or her address with the Issuers and request in writing that copies of all such budgets and ordinances be furnished him or her, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority and the BPH and 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 two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the BPH by the 10th day of each month.

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

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

The Issuer shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the DWTRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the BPH in writing of such receipt.

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

The Issuer shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System during the entire term of the Loan Agreement. The Issuer shall notify the BPH 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 Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

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

services of the System to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.14. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Series 2009 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

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

(3) WORKER'S COMPENSATION COVERAGE, for all employees of or for the system eligible therefor; and performance and payment bonds, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, extensions, or improvements for the System in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

(4) 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.

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

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

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

The Issuer shall also require all contractors and subcontractors 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 BPH and the Issuer shall verify such insurance prior to commencement of construction. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling, or building intended to be served by the System to connect thereto.

Section 7.17. Completion, Operation and Maintenance of Project; Permits and Orders. The Issuer shall 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 Issuer shall take all steps to properly operate and maintain the System and make the necessary replacements due to normal wear and tear so long as the Series 2009 A Bonds are outstanding.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the West Virginia Infrastructure and Jobs Development Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Series 2009 A Bonds required by State law, with all requisite appeal periods having expired without successful appeal and the Issuer shall provide an opinion of counsel to such effect.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer shall provide the BPH with copies of all documents submitted to the Authority.

The Issuer shall also to comply with all applicable laws, rules and regulations issued by the Authority, the BPH 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. [Reserved]

Section 7.20. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2009 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 and shall take effect immediately upon delivery of the Series 2009 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the First Lien Bonds, and senior and prior to the mortgage lien in favor of the Holders of the Series 1991 B Bonds.

Section 7.21. Securities Laws Compliance. The Issuer shall 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 7.22. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2009 A 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 BPH for written approval. The Issuer shall obtain the written approval of the BPH before expending any proceeds of the Series 2009 A Bonds held in "contingency" as set forth in the schedule attached to the Certificate of Consulting Engineer. The Issuer shall also obtain the written approval of the BPH before expending any proceeds of the Series 2009 A Bonds made available due to bid or construction or project underruns.

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

ARTICLE VIII

INVESTMENT OF FUNDS

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

Any investment shall be held in and at all times deemed a part of the fund or account in which such monies were originally held, and the interest accruing thereon and any profit or loss realized from such investment shall be credited or charged to the appropriate fund or account. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission, the Depository Bank, or such other bank or national banking association shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund

or account, regardless of the loss on such liquidation. The Depository Bank or such other bank or national banking association, as the case may be, may make any and all investments permitted by this section through its own investment or trust department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year (or more often if 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 2009 A Bonds are Outstanding and as long thereafter as necessary to comply with the Code and assure the exclusion of interest, if any, on the Series 2009 A Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate and Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2009 A Bonds as a condition to issuance of the Series 2009 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2009 A Bonds as may be necessary in order to maintain the status of the Series 2009 A Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2009 A Bonds which would cause any bonds, the interest, if any, on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority, the Council or the BPH, as the case may be, from which the proceeds of the Series 2009 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority, the Council or the BPH, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2009 A Bonds and, at any time, any additional information requested by the Authority.

ARTICLE IX

DEFAULT AND REMEDIES

Section 9.01. Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2009 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest, if any, on the Series 2009 A Bonds; or

(2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions on its part relating to the Series 2009 A Bonds set forth in this Bond Legislation, any Supplemental Resolution or in the Series 2009 A Bonds, and such default shall have continued for a period of 30 days after the Issuer shall have been given written notice of such default by the Commission, the Depository Bank, Registrar or any other Paying Agent or a Holder of a Bond; or

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

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

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Series 2009 A Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Series 2009 A Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Series 2009 A Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Series 2009 A Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2009 A Bonds shall be on a parity with the Holders of the First Lien, and senior and prior to those of the Holders of the Series 1991 B Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Series 2009 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 the Series 2009 A Bonds, any Registered Owner of a Series 2009 A Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a

receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Series 2009 A Bonds and interest, if any, 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 exercise.

Whenever all that is due upon the Series 2009 A Bonds and interest thereon, if any, 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 Series 2009 A 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 the System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2009 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2009 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2009 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2009 A 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 2009 A Bonds, shall be made without the consent in writing of the Registered Owners of the Series 2009 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2009 A Bonds or the rate of interest, if any, thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, 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 2009 A Bonds required for consent to the above-permitted amendments or modifications.

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 Series 2009 A Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 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 2009 A 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. Notices. All notices to be sent to the Issuer, the Authority or the BPH shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail, postage prepaid, addressed as follows:

ISSUER:

City of Weirton
200 Municipal Plaza
Weirton, West Virginia 26062
Attention: Mayor

AUTHORITY:

West Virginia Water Development Authority
180 Association Drive
Charleston, West Virginia 25311-1571
Attention: Director

BPH:

West Virginia Bureau for Public Health
350 Capitol Street
Charleston, West Virginia 25301
Attention: Infrastructure and Capacity Development

All notices to be sent to the BPH hereunder, shall also be sent to the Authority.

Section 11.06. Conflicting Provisions Repealed. Except for the Prior Ordinances, all orders, resolutions and ordinances, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; provided that, in the event of any conflict between this Ordinance and the Prior Ordinances, the Prior Ordinances shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

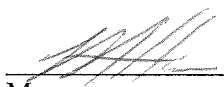
Section 11.07. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Ordinance do exist, have happened, have been performed and have been taken in regular 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 Manager, 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 11.08. 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 *Weirton Daily Times,* a newspaper published and of general circulation in the City of Weirton, and the *Brooke County Review*, a newspaper of general circulation in the City of Weirton, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2009 A 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.

Section 11.09. Effective Date. This Ordinance shall take effect immediately following the public hearing and final reading hereof.

Passed on First Reading:	-	September 8, 2009
Passed on Second Reading:	-	October 13, 2009
Passed on Final Reading Following Public Hearing:	-	November 9, 2009



Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the CITY OF WEIRTON on the 9th day of November, 2009.

Dated: November 19, 2009 .

[SEAL]

Nicole Davis
City Clerk

10.30.09
949750.00007

CH5224847

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), OF THE CITY OF WEIRTON; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Council (the "Governing Body") of the City of Weirton (the "Issuer") has duly and officially enacted a bond ordinance, effective November 9, 2009 (the "Bond Ordinance" or the "Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $3,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), of the Issuer (the "Series 2009 A Bonds" or the "Bonds"), in the aggregate principal amount not to exceed $3,000,000 and has authorized the execution and delivery of the loan agreement relating to the Series 2009 A Bonds, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH") (the "Loan Agreement"), all in accordance with Chapter 8, Article 19 and Chapter 16, Article 13C 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 amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price 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 amount, the date, the maturity date, the redemption provision, the interest rate, the interest and principal payment dates, the sale price and other terms 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 WEIRTON:

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 Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of $2,496,208. The Series 2009 A Bonds shall be dated the date of delivery thereof, shall finally mature September 1, 2031, and shall bear interest at the rate of 2% per annum, payable quarterly on March 1, Junel, September 1 and December 1 of each year, commencing December 1, 2011 to and including September 1, 2031. The principal of the Series 2009 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2011, to and including September 1, 2031, 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 2009 A Bonds. The Series 2009 A Bonds shall be subject to redemption upon the written consent of the Authority and the BPH, and upon payment of the 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 2009 A Bonds. The Issuer does hereby approve and shall pay the Administrative Fee equal to 1% of the principal amount of the Series 2009 A Bonds set forth in the "Schedule Y" attached to the Loan Agreement.

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/or the City Manager, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the applications to the BPH and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that, the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the 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/or the City Manager, 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 WesBanco Bank, Inc., Weirton, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 7. Series 2009 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2009 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2009 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 2009 A Bonds Reserve Account.

Section 9. The balance of the proceeds of the Series 2009 A Bonds shall be deposited in or credited to the Series 2009 A Bonds Construction Trust Fund for payment of the costs of the Project, including, without limitation, costs of issuance of the Bonds and related costs.

Section 10. The Mayor, the City Manager and City Clerk are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Bonds to be issued hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds

may be delivered on or about November 19, 2009, to the Authority pursuant to the Loan Agreement.

Section 11. 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 12. The Issuer hereby determines that it is in the best interest of the Issuer to invest all moneys in the funds and accounts established by the Bond Ordinance 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. Monies in the Series 2009 A Bonds Sinking Fund, including the Series 2009 A Bonds Reserve Account therein, shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Board of Treasury Investments.

Section 13. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent 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 promulgated or to be promulgated thereunder.

Section 14. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project.

Section 15. The Issuer herby approves and authorizes the City of Weirton Water Board to approve and authorize future draw requests.

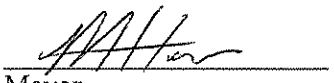
Section 16. The Issuer shall serve the additional customers at the location(s) as set forth in Certificate of Engineer. The Issuer shall not reduce the amount of additional customers served by the project without the prior written approval of the Board of the Water Development Authority (the "Authority"). Following completion of the Project the Issuer shall certify to the Authority the number of customers added to the System.

Section 17. The Issuer shall perform an annual maintenance audit which maintenance audit shall be submitted to the Authority and the Public Service Commission of West Virginia.

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

Adopted this 9th day of November, 2009.

CITY OF WEIRTON



Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the City of Weirton on the 9th day of November, 2009.

Dated: November 19, 2009.

[SEAL]

Nicole Dare
City Clerk

10.27.09
949750.00007

DWTRF
(12/01/07)

LOAN AGREEMENT

THIS DRINKING WATER TREATMENT REVOLVING FUND LOAN AGREEMENT (the "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"), acting under the direction of the WEST VIRGINIA BUREAU FOR PUBLIC HEALTH, a division of the West Virginia Department of Health and Human Resources (the "BPH"), and the local entity designated below (the "Local Entity").

CITY OF WEIRTON (2006W-944)
(Local Entity)

W I T N E S S E T H:

WHEREAS, the United States Congress under Section 1452 of the Safe Drinking Water Act, as amended (the "Safe Drinking Water Act"), has provided for capitalization grants to be awarded to states for the express purpose of establishing and maintaining drinking water treatment revolving funds for the construction, acquisition and improvement of drinking water systems;

WHEREAS, pursuant to the provisions of Chapter 16, Article 13C of the Code of West Virginia, 1931, as amended (the "Act"), the State of West Virginia (the "State") has established a drinking water treatment revolving fund program (the "Program") to direct the distribution of loans to eligible Local Entities pursuant to the Safe Drinking Water Act;

WHEREAS, under the Act the BPH 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 BPH has been awarded capitalization grants to partially fund the Program;

WHEREAS, the Act establishes a permanent perpetual fund known as the "West Virginia Drinking Water Treatment Revolving Fund" (hereinafter the "Fund"), which fund is to be administered and managed by the Authority under the direction of the BPH;

WHEREAS, pursuant to the Act, the Authority and BPH are empowered to make loans from the Fund to Local Entities for the acquisition or construction of drinking water projects by such Local Entities, all subject to such provisions and limitations as are contained in the Safe Drinking Water Act and the Act;

WHEREAS, the Local Entity constitutes a local entity as defined by the Act;

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

WHEREAS, the Local Entity is authorized and empowered by the statutes of the State to acquire, construct, improve, operate and maintain a drinking water 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 Entity;

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

WHEREAS, the Local Entity has completed and filed with the Authority and BPH 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 the Fund having available sufficient funds therefor, the Authority and BPH are willing to lend the Local Entity the amount set forth on Schedule X attached hereto and incorporated herein by reference, through the purchase of revenue bonds of the Local Entity with moneys held in the Fund, subject to the Local Entity'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 Entity, BPH 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 entity," and "project" have the definitions and meanings ascribed to them in the Act or in the DWTRF 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 BPH to the Local Entity 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 Entity required by Section 4.1 hereof, authorizing the Local Bonds.

1.5 "Local Bonds" means the revenue bonds to be issued by the Local Entity 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 drinking water facility acquisition, construction and improvement program coordinated through the capitalization grants program established under the Safe Drinking Water Act and administered by BPH.

1.9 "Project" means the drinking water project hereinabove referred to, to be constructed or being constructed by the Local Entity in whole or in part with the net proceeds of the Local Bonds or being or having been constructed by the Local Entity 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"DWTRF Regulations" means the regulations set forth in the West Virginia Code of State Regulations.

1.11"System" means the drinking water system owned by the Local Entity, 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.

1.12Additional 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 Entity by the Consulting Engineers, the BPH 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 Entity 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 Entity 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 Entity, 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 BPH and the Authority.

2.4 The Local Entity agrees that the Authority and BPH 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 Entity further agrees that the Authority and BPH and their respective duly authorized agents shall, prior to, during and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and BPH with respect to the System pursuant to the pertinent provisions of the Act.

2.5 The Local Entity 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 Entity shall permit the Authority and BPH, 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 Entity shall submit to the Authority and BPH 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 Entity agrees that it will permit the Authority and BPH and their respective agents to have access to the records of the Local Entity 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 Entity 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 Entity 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 BPH and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Local Entity, the Local Entity or (at the option of the Local Entity) 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 Entity, 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 Entity 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 Entity 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 Entity shall provide and maintain competent and adequate engineering services satisfactory to the Authority and BPH 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, BPH and the Local Entity 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 Entity shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the DWTRF Regulations, to it within 60 days of the completion of the Project. The Local Entity shall notify BPH in writing of such receipt.

2.10 The Local Entity shall require the Consulting Engineers to submit the final Operation and Maintenance Manual, as defined in the DWTRF Regulations, to BPH when the Project is 90% completed. The Local Entity shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Entity 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 Entity shall notify BPH in writing of the certified operator employed at the 50% completion stage.

2.11 The Local Entity hereby covenants and agrees to comply with all applicable laws, rules and regulations issued by the Authority, BPH 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 Entity, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit A and incorporated herein by reference, and forward a copy by the 10th of each month to BPH and the Authority.

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

2.14 The Local Entity shall serve the additional customers at the location(s) as set forth in Schedule X. The Local Entity shall not reduce the amount of additional customers served by the project without the prior written approval of the WDA Board. Following completion of the Project the Local Entity shall certify to the Authority the number of customers added to the System.

2.15 The Local Entity shall perform an annual maintenance audit which maintenance audit shall be submitted to the WDA and the Public Service Commission of West Virginia.

ARTICLE III

Conditions to Loan; Issuance of Local Bonds

3.1 The agreement of the Authority and BPH to make the Loan is subject to the Local Entity's fulfillment, to the satisfaction of the Authority and BPH, 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 Entity shall have delivered to BPH and the Authority 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 Entity 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 Entity 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 Entity 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 Entity 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 BPH shall have received a certificate of the Consulting Engineers to such effect, the form of which certificate is attached hereto as Exhibit C;

(e) The Local Entity 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 BPH shall have received a certificate of the Consulting Engineers to such effect;

(f) The Local Entity shall have obtained all requisite orders of and approvals from the Public Service Commission of West Virginia (the "PSC") and the West Virginia Infrastructure and Jobs Development Council necessary for the construction of the Project and operation of the System, with all requisite appeal periods having expired without successful appeal, and the Authority and BPH shall have received an opinion of counsel to the Local Entity, which may be local counsel to the Local Entity, bond counsel or special PSC counsel but must be satisfactory to the Authority and BPH, to such effect;

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

(h) The Local Entity shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project), with all requisite appeal periods having expired without successful appeal, and the Authority and BPH shall have received an opinion of counsel to the Local Entity, which may be local counsel to the Local Entity, bond counsel or special PSC counsel but must be satisfactory to the Authority and BPH, 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 BPH shall have received a certificate of the accountant for the Local Entity, or such other person or firm experienced in the finances of local entities and satisfactory to the Authority and BPH, 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 BPH shall have received a certificate of the Consulting Engineers, or such other person or firm experienced in the financing of drinking water projects and satisfactory to the Authority and BPH, to such effect, such certificate to be in form and substance satisfactory to the Authority and BPH, and evidence satisfactory to the Authority and BPH of such irrevocably committed grants.

3.2 Subject to the terms and provisions of this Loan Agreement, the rules and regulations promulgated by the BPH, including the DWTRF 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 Entity and the Local Entity shall accept the Loan from the Authority, and in furtherance thereof it is agreed that the Local Entity 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 Entity 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, BPH and the Local Entity. 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 Entity understands and acknowledges that it is one of several local entities which have applied to the Authority and BPH for loans from the Fund to finance drinking water projects and that the obligation of the Authority to make any such loan is subject to the Local Entity'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 Entity 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 execution of this Loan Agreement, the Authority may purchase the bonds of other local entities set out in the State Project Priority List, as defined in the DWTRF Regulations. The Local Entity further specifically recognizes that all loans will be originated in conjunction with the DWTRF Regulations and with the prior approval of BPH or such later date as is agreed to in writing by the BPH.

3.6 The Local Entity shall provide BPH with the appropriate documentation to comply with the special conditions regarding the public release requirements established by federal and State regulations as set forth in Exhibit D 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 Entity shall, as one of the conditions of the Authority and BPH to make the Loan, authorize the issuance of and issue the Local Bonds pursuant to an official action of the Local Entity 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 Entity 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, as applicable, 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 Entity will complete the Project and operate and maintain the System in good condition;

(iv) That, except as otherwise required by State law or the DWTRF Regulations, 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 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 the 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 Entity 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 BPH;

(vi) That the Local Entity 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 Entity 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 Entity 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 Entity will not grant any franchise to provide any services which would compete with the System;

(xi) That the Local Entity shall annually, within six months of the end of the fiscal year, 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 BPH. If the Local Entity receives $300,000 or more (in federal funds) in a fiscal year, the audit shall be obtained in accordance with the Single Audit Act (as amended from time to time) and the applicable OMB Circular (or any successor thereto). Financial statement audits are required once all funds have been received by the Local Entity. The audit shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Local Entity's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

(xii) That the Local Entity 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 BPH 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 Entity 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

funding of such Local Entity, the proceeds of which were used to finance the construction of the Project; provided that, with the prior written consent of the Authority and BPH, 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 Entity may authorize redemption of the Local Bonds with 30 days written notice to BPH and 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 Entity 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 Entity shall complete the Monthly Payment Form, attached hereto as Exhibit E and incorporated herein by reference, and submit a copy of said form along with a copy of the check or electronic transfer to the Authority by the 5th day of such calendar month. When required by the Authority, the Local Entity shall make monthly payments to the Commission by electronic transfer;

(xviii) That, if required by the Authority and BPH and, 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 Entity 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 Entity shall have obtained the certificate of the Consulting Engineers to the effect that the Project has been or will be constructed in accordance with the approved plans, specifications and design as submitted to the Authority and BPH, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and BPH is sufficient to pay the costs of acquisition and construction of the Project and all permits required by federal and State laws for construction of the Project have been obtained;

(xx) That the Local Entity shall, to the full extent permitted by applicable law and the rules and regulations of the PSC, terminate its services to any customer of the System who is delinquent in payment of charges for services provided by

the System and will not restore such services until all delinquent charges for the services of the System have been fully paid; and

(xxi) That the Local Entity shall submit all proposed change orders to the BPH for written approval. The Local Entity shall obtain the written approval of the BPH 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 Entity shall obtain the written approval of the BPH before expending any proceeds of the Local Bonds available due to bid/construction/project underruns.

The Local Entity 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 F.

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

4.3 At least two and one-half percent (2½%) 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 Entity 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 Entity, the BPH 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 DWTRF 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 Entity. Anything to the contrary herein notwithstanding, the Local Bonds may be issued in one or more series.

4.5 As provided by the DWTRF Regulations, the Local Entity agrees to pay from time to time, if required by the Authority and BPH, the Local Entity's allocable share of the reasonable administrative expenses of the BPH and the Authority relating to the Program. Such administrative expenses shall be determined by the BPH and the Authority and shall include, without limitation, Program expenses, legal fees paid by the BPH and the Authority and fees paid for any bonds or notes to be issued by the Authority for contribution to 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 Entity; Imposition and Collection of User Charges; Payments To Be Made by Local Entity to the Authority

5.1 The Local Entity 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 Entity 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 Entity 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 Entity defaults in any payment due to the Authority pursuant to this Loan Agreement, the amount of such default shall bear interest

at the interest rate of the installment of the Loan next due, from the date of the default until the date of the payment thereof.

5.4 The Local Entity hereby irrevocably covenants and agrees with the Authority that, in the event of any default hereunder by the Local Entity, 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 Entity

6.1 The Local Entity hereby acknowledges to the Authority and BPH its understanding of the provisions of the Act, vesting in the Authority and BPH certain powers, rights and privileges with respect to drinking water projects in the event of default by local entities in the terms and covenants of this Loan Agreement, and the Local Entity hereby covenants and agrees that, if the Authority should hereafter have recourse to said rights and powers, the Local Entity 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 Entity hereby warrants and represents that all information provided to the Authority and BPH 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 BPH 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 BPH by the Local Entity in connection with the Loan shall be incorrect or incomplete in any material respect or (b) the Local Entity 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 DWTRF Regulations or this Loan Agreement.

6.3 The Local Entity 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 Entity hereby covenants that, if required by the Authority and BPH, 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 Entity fails to make any such rebates as required, then the Local Entity 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 BPH may at any time, in their sole discretion, cause the rebate calculations prepared by or on behalf of the Local Entity to be monitored or cause the rebate calculations for the Local Entity to be prepared, in either case at the expense of the Local Entity.

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

6.7 The Local Entity hereby agrees to file with the Authority and BPH upon completion of acquisition and construction of the Project a schedule in substantially the form of Amended Schedule B 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 Entity 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 Entity 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 Entity from either the Authority or BPH;

(ii) the end of ninety (90) days after the date of execution hereof by the Authority or such later date as is agreed to in writing by the BPH if the Local Entity has failed to deliver the Local Bonds to the Authority;

(iii) termination by the Authority and BPH 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 Entity to the Authority or BPH.

In the event funds are not available to make all of the Loan, the responsibility of the Authority and BPH to make all the Loan is terminated; provided further that the obligation of the Local Entity to repay the outstanding amount of the Loan made by the Authority and BPH is not terminated due to such non-funding on any balance of the Loan. The BPH agrees to use its best efforts to have the amount

contemplated under this Loan Agreement included in its budget. 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 WEIRTON

(SEAL)

By: _____
Its: Mayor
Date: November 19, 2009

Attest:

Nicole Davis
Its: Recorder

WEST VIRGINIA WATER
DEVELOPMENT AUTHORITY

(SEAL)

By: _____
Its: Executive Director
Date: November 19, 2009

Attest:

Carol A. Cummings
Its: Secretary-Treasurer

EXHIBIT A

MONTHLY FINANCIAL REPORT

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

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

_____
Name of Person Completing Form

_____
Address

_____
Telephone

INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

Item 1 You will need a copy of the current fiscal year budget adopted by the Local Entity to complete Items 1 and 2. In Item 1, provide the amount of actual **Gross Revenues** for the current month and the total amount year-to-date in the respective columns. Divide the budgeted annual Gross Revenues by 12. For example, if Gross Revenues of $1,200 are anticipated to be received for the year, each month the base would be increased by $100 ($1,200/12). This is the incremental amount for the Budget Year-to-Date column.

Item 2 Provide the amount of actual **Operating Expenses** for the current month and the total amount year-to-date in the respective columns. Any administrative fee should be included in the Operating Expenses. Divide the budgeted annual Operating Expenses by 12. For example, if Operating Expenses of $900 are anticipated to be incurred for the year, each month the base would be increased by $75 ($900/12). This is the incremental amount for the Budget Year-to-Date column.

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

Item 4 Provide the amount deposited into the **Renewal and Replacement Fund** each month. This amount is equal to 2.5% of Gross Revenues minus the total reserve account payments included in Item 3. If Gross Revenues are $1,200, then $30 (2.5% of $1,200), LESS the amount of all reserve account payments in Item 3 should be deposited into the Renewal and Replacement Fund. The money in the Renewal and Replacement Fund should be kept separate and apart from all other funds of the Local Entity.

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

EXHIBIT B

PAYMENT REQUISITION FORM

EXHIBIT C

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 used herein and 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 between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), 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 BPH and any change orders approved by the Issuer, BPH 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 B attached hereto as Exhibit A, and my firm[1] has ascertained that all successful bidders have made required provisions

[1]If another responsible party, such as the Issuer's attorney, reviews the insurance and payment bonds, then

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 BPH 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 BPH; and (xi) attached hereto as Exhibit A is the final amended "Schedule B - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

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

[SEAL]

_____

By:

_____

West Virginia License No. _____

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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 D

SPECIAL CONDITIONS

A. The Local Entity 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. The Local Entity shall complete and provide BPH the form attached as D-1 within ninety (90) days of the date hereof.

C. The Local Entity shall annually prepare an asset management plan and provide the asset management plan to BPH, the Authority and the Public Service Commission.

EXHIBIT D-1

For DHHR Use Only:
Grant Number _____

West Virginia Department of Health and Human Resources
Subrecipient (Grantee) Information Form
Please see the Instructions for Completion of the Subrecipient (Grantee) Information Form

1. Subrecipient (Grantee) Name

2. Subrecipient (Grantee) Location (Street Address, City State and Zip Code)

3. Subrecipient (Grantee) 9-Digit DUNS Number

4. Subrecipient (Grantee) Type (Please check one box only)

- ☐ State Government
- ☐ County Government
- ☐ City or Township Government
- ☐ Special District Government
- ☐ Regional Organization
- ☐ U.S. Territory or Possession
- ☐ Independent School District
- ☐ Public/State Controlled Institution of Higher Learning
- ☐ Indian/Native American Tribal Government (Federally Recognized)
- ☐ Indian/Native American Tribal Government (Other than Federally Recognized)
- ☐ Indian/Native American Tribally Designated Organization
- ☐ Public/Indian Housing Authority
- ☐ Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education)
- ☐ Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education)
- ☐ Private Institution of Higher Education
- ☐ Individual
- ☐ For-Profit Business (Other than Small Business)
- ☐ Small Business
- ☐ Hispanic-serving Institution
- ☐ Historically Black Colleges and Universities (HBCUs)
- ☐ Tribally Controlled Colleges and Universities (TCCUs)
- ☐ Alaska Native and Native Hawaiian Serving Institutions
- ☐ Non-domestic (non-US) entity
- ☐ Other (Please explain) _____

5. Primary Performance Location (Street Address, City State and Zip Code)

6. Names, Titles and Total Compensation for the 5 Most Highly Compensated Officers

Officer Name	Title	Total Compensation

NOTE: This form must be signed by an individual no lower than the Executive Director or Chief Financial Officer.

Printed Name _____ Title _____

Signature _____ Date _____ Phone # _____

DHHR Finance A-3000

EXHIBIT E

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 _____ on _____.
[Local Entity] [Date]

Sinking Fund:

Interest $_____

Principal $_____

Total: $_____

Reserve Account: $_____

Witness my signature this ___ day of _____.

_____
[Name of Local Entity]

By: _____
Authorized Officer

Enclosure: wire transfer form

EXHIBIT F

OPINION OF BOND COUNSEL FOR LOCAL ENTITY

[To Be Dated as of Date of Loan Closing]

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

West Virginia Bureau for Public Health
815 Quarrier Street, Suite 418
Charleston, WV 25301-2616

Ladies and Gentlemen:

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

We have examined a certified copy of proceedings and other papers relating to the authorization of a (i) loan agreement dated _____, including all schedules and exhibits attached thereto (the "Loan Agreement"), between the Local Entity and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), and (ii) the issue of a series of revenue bonds of the Local Entity, 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 Entity on _____, as supplemented by the supplemental resolution duly adopted by the Local Entity 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 Entity and is a valid and binding special obligation of the Local Entity, enforceable in accordance with the terms thereof.

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

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

4. The Local Act and all other necessary orders and resolutions have been legally and effectively adopted or enacted by the Local Entity and constitute valid and binding obligations of the Local Entity, enforceable against the Local Entity 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 Entity to the Authority and are valid, legally enforceable and binding special obligations of the Local Entity, payable from the gross or net revenues of the System set forth in the Local Act and secured by a first lien on and pledge of the gross or net 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 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	$2,496,208
Purchase Price of Local Bonds	$2,496,208

The Local Bonds shall bear no interest from the date of delivery to and including September 1, 2011. Commencing September 1, 2011, interest on the Local Bonds accrues at a rate of 2% per annum. Commencing December 1, 2011, 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 Entity 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 Entity 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 Entity 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 gross or net revenues of the Local Entity's system as provided in the Local Act.

The Local Entity may prepay the Local Bonds in full at any time at the price of par upon 30 days' written notice to the Authority and BPH. The Local Entity shall request approval from the Authority and BPH in writing of any proposed debt which will be issued by the Local Entity 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 Entity:

(i) City of Weirton Water Revenue Bonds, Series 1991 A (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $4,784,000;

(ii) City of Weirton Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), dated April 8, 1998, issued in the original aggregate principal amount of $2,190,000; and

(iii) City of Weirton Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), dated April 25, 2006, issued in the original aggregate principal amount of $3,500,000.

There are also outstanding obligations of the Issuer which will be junior and subordinate to the Series 2009 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's Water Revenue Bonds, Series 1991 B (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $216,000.

Number of New Customers To Be Served: 0
Location: N/A

SCHEDULE Y
DEBT SERVICE SCHEDULE

	20 Years				
	2% Interest Rate				
	1% Administrative Fee				
	Dated Date	11/19/09			
	Delivery Date	11/19/09			
Period Ending	**Principal**	**Coupon**	**Interest**	**Debt Service**	
11/19/09					
12/1/11	25,454	2.000%	12,481.04	37,935.04	
3/1/12	25,581	2.000%	12,353.77	37,934.77	
6/1/12	25,709	2.000%	12,225.87	37,934.87	
9/1/12	25,838	2.000%	12,097.32	37,935.32	
12/1/12	25,967	2.000%	11,968.13	37,935.13	
3/1/13	26,097	2.000%	11,838.30	37,935.30	
6/1/13	26,227	2.000%	11,707.81	37,934.81	
9/1/13	26,358	2.000%	11,576.68	37,934.68	
12/1/13	26,490	2.000%	11,444.89	37,934.89	
3/1/14	26,623	2.000%	11,312.44	37,935.44	
6/1/14	26,756	2.000%	11,179.32	37,935.32	
9/1/14	26,889	2.000%	11,045.54	37,934.54	
12/1/14	27,024	2.000%	10,911.10	37,935.10	
3/1/15	27,159	2.000%	10,775.98	37,934.98	
6/1/15	27,295	2.000%	10,640.18	37,935.18	
9/1/15	27,431	2.000%	10,503.71	37,934.71	
12/1/15	27,568	2.000%	10,366.55	37,934.55	
3/1/16	27,706	2.000%	10,228.71	37,934.71	
6/1/16	27,845	2.000%	10,090.18	37,935.18	
9/1/16	27,984	2.000%	9,950.96	37,934.96	
12/1/16	28,124	2.000%	9,811.04	37,935.04	
3/1/17	28,265	2.000%	9,670.42	37,935.42	
6/1/17	28,406	2.000%	9,529.09	37,935.09	
9/1/17	28,548	2.000%	9,387.06	37,935.06	
12/1/17	28,691	2.000%	9,244.32	37,935.32	
3/1/18	28,834	2.000%	9,100.87	37,934.87	
6/1/18	28,978	2.000%	8,956.70	37,934.70	
9/1/18	29,123	2.000%	8,811.81	37,934.81	
12/1/18	29,269	2.000%	8,666.19	37,935.19	
3/1/19	29,415	2.000%	8,519.85	37,934.85	
6/1/19	29,562	2.000%	8,372.77	37,934.77	
9/1/19	29,710	2.000%	8,224.96	37,934.96	
12/1/19	29,859	2.000%	8,076.41	37,935.41	
3/1/20	30,008	2.000%	7,927.12	37,935.12	
6/1/20	30,158	2.000%	7,777.08	37,935.08	
9/1/20	30,309	2.000%	7,626.29	37,935.29	
12/1/20	30,460	2.000%	7,474.74	37,934.74	
3/1/21	30,612	2.000%	7,322.44	37,934.44	
6/1/21	30,766	2.000%	7,169.38	37,935.38	
9/1/21	30,919	2.000%	7,015.55	37,934.55	
12/1/21	31,074	2.000%	6,860.96	37,934.96	
3/1/22	31,229	2.000%	6,705.59	37,934.59	
6/1/22	31,385	2.000%	6,549.44	37,934.44	

20 Years

2% Interest Rate

1% Administrative Fee

Period Ending	Principal	Coupon	Interest	Debt Service
9/1/22	31,542	2.000%	6,392.52	37,934.52
12/1/22	31,700	2.000%	6,234.81	37,934.81
3/1/23	31,859	2.000%	6,076.31	37,935.31
6/1/23	32,018	2.000%	5,917.01	37,935.01
9/1/23	32,178	2.000%	5,756.92	37,934.92
12/1/23	32,339	2.000%	5,596.03	37,935.03
3/1/24	32,501	2.000%	5,434.34	37,935.34
6/1/24	32,663	2.000%	5,271.83	37,934.83
9/1/24	32,826	2.000%	5,108.52	37,934.52
12/1/24	32,991	2.000%	4,944.39	37,935.39
3/1/25	33,156	2.000%	4,779.43	37,935.43
6/1/25	33,321	2.000%	4,613.65	37,934.65
9/1/25	33,488	2.000%	4,447.05	37,935.05
12/1/25	33,655	2.000%	4,279.61	37,934.61
3/1/26	33,824	2.000%	4,111.33	37,935.33
6/1/26	33,993	2.000%	3,942.21	37,935.21
9/1/26	34,163	2.000%	3,772.25	37,935.25
12/1/26	34,334	2.000%	3,601.43	37,935.43
3/1/27	34,505	2.000%	3,429.76	37,934.76
6/1/27	34,678	2.000%	3,257.24	37,935.24
9/1/27	34,851	2.000%	3,083.85	37,934.85
12/1/27	35,025	2.000%	2,909.59	37,934.59
3/1/28	35,200	2.000%	2,734.47	37,934.47
6/1/28	35,376	2.000%	2,558.47	37,934.47
9/1/28	35,553	2.000%	2,381.59	37,934.59
12/1/28	35,731	2.000%	2,203.82	37,934.82
3/1/29	35,910	2.000%	2,025.17	37,935.17
6/1/29	36,089	2.000%	1,845.62	37,934.62
9/1/29	36,270	2.000%	1,665.17	37,935.17
12/1/29	36,451	2.000%	1,483.82	37,934.82
3/1/30	36,633	2.000%	1,301.57	37,934.57
6/1/30	36,817	2.000%	1,118.40	37,935.40
9/1/30	37,001	2.000%	934.32	37,935.32
12/1/30	37,186	2.000%	749.31	37,935.31
3/1/31	37,372	2.000%	563.38	37,935.38
6/1/31	37,558	2.000%	376.52	37,934.52
9/1/31	37,746	2.000%	188.73	37,934.73
	2,496,208		**538,589.00**	**3,034,797.00**

Quarterly Admin Fee $3,366.19

Total $269,294.51

LAW OFFICES

ROBERT R. RODECKER

BB&T SQUARE

300 SUMMERS STREET, SUITE 1230

POST OFFICE BOX 3713

CHARLESTON, WEST VIRGINIA 25337

ROBERT R. RODECKER
rodecker@wvdsl.net

JAMES V. KELSH
OF COUNSEL
kelshlaw@yahoo.com

AREA CODE 304
343-1654

FACSIMILE
343-1657

October 15, 2009

RECEIVED
09 OCT 15 AM 11:43
W VA PUBLIC SERVICE COMMISSION
SECRETARY'S OFFICE

Ms. Sandra Squire
Executive Secretary
Public Service Commission
201 Brooks Street
Charleston, West Virginia 25301

RE: CASE NO. 09-0827-W-CN [Closed]
CITY OF WEIRTON
Application for a certificate of convenience and necessity and for approval of financing related thereto.

Dear Ms. Squire:

By correspondence filed October 7, 2009, the City of Weirton advised the Commission of an increase in the cost of the above-referenced approved project due to receipt of bids higher than anticipated and of the City seeking an additional $223,095 in the DWTRF loan to cover the increase in cost.

Attached hereto is a Revised Binding Commitment Letter issued by Bureau of Public Health today reflecting the increase loan amount of $2,496,208, under the same 20-year period at the interest rate of 2%. The certification of Michael D. Griffith, CPA, that the change in financing will not affect the current rates and charges approved for the project was submitted with the October 7, 2009 filing.

As evidenced by the Certificate of Service attached thereto, a copy of this filing is today being served upon Staff Attorney Leslie Anderson via hand delivery.

Sincerely,

Robert R. Rodecker
WV State Bar No. 3145

cc: Leslie Anderson, Esquire
A.D. Mastrantoni
Jonathan C. Carpenter, P.E.
Michael D. Griffith, CPA

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA

CASE NO. **09 – 0827 – W – CN**

CITY OF WEIRTON
WEIRTON, West Virginia

State of **West Virginia**
County of **Lincoln**, to-wit:

AFFIDAVIT

I, Michael D. Griffith, CPA, AFI, after making an oath of affirmation to tell the truth, say that, I have reviewed the Staff Recommendation of the Public Service Commission of West Virginia in Case No. 09 - 0827- W - CN dated September 2009 which recommends approval of the Project; and, based upon all the information that has been provided to me, to date, I am of the opinion that the rates and charges currently approved for the project for the City (i) are not affected by the revised DWTRF Loan of $2,496,208 at interest rate of 2% and term of 20 years committed to the Project; and (ii) will be sufficient to provide revenues which, together with other revenues of the System, will allow me to provide the CPA certification required for the issuance of the Bonds.

Michael D. Griffith, CPA, AFI

This Affidavit was sworn to or affirmed before me this 25 day of September, 2009.

Notary Public

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

PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON

FINAL
9/28/2009

Entered: September 8, 2009

CASE NO. 09-0827-W-CN

CITY OF WEIRTON
Application for a Certificate of Convenience and Necessity for the construction, operation and maintenance of an upgrade to the City's water treatment plant and for approval of related financing.

RECOMMENDED DECISION

On May 21, 2009, the City of Weirton (Utility) filed an application for a certificate of convenience and necessity to make certain improvements to its water treatment plant.

On June 3, 2009, the Commission referred the matter requiring a decision on or before October 5, 2009.

On June 18, 2009, the Utility filed affidavits indicating proper publication of the Notice of Filing. The Utility also filed affidavits and return receipts verifying that it properly complied with the remaining notice requirements under the Commission Rules. There have been no public protests to the application.

On June 29, 2009, the Utility petitioned the Commission for a waiver of the Rule 42 filing requirements.

On August 28, 2009, Staff recommended that the Commission grant the certificate, approve the financing, and waive the Rule 42 filing requirement.

FINDINGS OF FACT

1. The Utility's proposed upgrade will include the installation of an air stripper, equipment for improved coagulation, improvements to existing filters, and the installation of an ultraviolet disinfection system. (See Staff filing of August 28, 2009).

2. The project has been approved by the West Virginia Infrastructure and Jobs Development Council. (See application number 2006W-944; Staff filing of August 28, 2009).

3. The project is estimated to cost $4,731,000. (See Staff filing of August 28, 2009).

KAG

4. The Utility serves approximately 10,300 customers in Hancock and Brooke Counties including supplying finished water to two resale customers, Brooke County Public Service District and Oakland Public Service District. (See Staff filing of August 28, 2009).

5. The Utility's sole treatment plant, built in 1962, has the capacity of 4,000,000 gallons per day. It obtains raw water both from the Ohio River as well as ground water from the alluvial aquifers in the Ohio River flood plain. (Id.).

6. The proposed improvements to the treatment plant are necessary to meet the enhanced requirements of the federal and state drinking water treatment regulations. (Id.).

7. The Utility appropriately considered alternatives to the proposed project with a thorough engineering analysis conducted by its engineer, Thrasher Engineering. (Id.).

8. Without the project, the Utility would be in violation of many Safe Drinking Water Act requirements including limitations on chlorination byproducts and various organic contaminants. (Id.).

9. The proposed project will meet all the required treatment goals and standards in a cost-effective manner and allow the treatment facility to continue to meet the needs of the greater Weirton area into the future. (Id.).

10. The proposed project includes retro-fitting four existing granular filters allowing the Utility to provide an essentially new filter system in a cost-effective fashion while still meeting the necessary health and environmental standards. (Id.).

11. The ultraviolet disinfection system will add an additional layer of safety to the multi-barrier treatment approach used at the facility. The use of ultraviolet disinfection will allow the City to lower the amount of chlorine being added to finished water but still produce safe pathogen-free water and is consistent with technology being implemented across the United States. (Id.).

12. The engineering cost for the project is $565,071, which is approximately 15.1% of construction costs, which is reasonable. (Id.).

13. The cost per customer of the project is approximately $459 which is quite reasonable. (Id.).

14. The project will increase operation and maintenance expenses by $63,486. (Id.).

15. The project's plans and specifications conform to the Commission's rules and regulations. (Id.).

16. The West Virginia Bureau of Public Health has issued Permit No. 18,266 for the project. (Id.).

17. The Utility has obtained most of the major permits and approvals necessary for the construction of the project. (Id.).

18. Proposed funding for the project consists of a Drinking Water Treatment Revolving Fund loan of $2,273,113 for a term of 20 years at 2% interest and an EPA STAG grant in the amount of $2,356,800 and a contribution by the Utility of $101,087. (Id.).

19. The Utility increased its rates by adopting an ordinance. The rate increase is to be implemented in two phases. The combined rate increases will increase the Utility's revenue $794,887. (Id.).

20. The Utility filed a certification from a certified public accountant that the rates will be sufficient to support the project and maintain the Utility's required debt service ratios. (Id.).

21. With the Utility's newly implemented rates and the project, the Utility should have a cash flow surplus of $53,978 and a debt service coverage ratio of 117.93%. (Id.).

22. The project is financially feasible. (Id.).

CONCLUSIONS OF LAW

1. The public convenience and necessity require the proposed project.

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

3. The application for a certificate of convenience and necessity should be granted.

4. The Utility's request to waive the Commission's Rule 42 filing requirements should be granted.

ORDER

IT IS, THEREFORE, ORDERED that the City of Weirton be, and hereby is, granted a certificate of convenience and necessity to construct the improvements to its treatment plant described in its application of May 21, 2009. The cost of the approved project shall not exceed $4,731,000. Approval is contingent upon the Utility obtaining all necessary state and federal permits before construction.

IT IS FURTHER ORDERED that the proposed financing consisting of a $2,273,113 loan from the Drinking Water Treatment Revolving Fund for twenty years at 2% interest; a $2,356,800 EPA STAG grant; and a Utility contribution of $101,087 be, and hereby is, approved.

IT IS FURTHER ORDERED that the Utility's request to waive the Commission's Rule 42 filing requirements be, and hereby is, granted.

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

IT IS FURTHER ORDERED that the Utility provide the Commission with a copy of the engineer's certified bid tabulation for all contracts awarded on this project as soon as they are available.

IT IS FURTHER ORDERED that the Utility submit to the Commission a copy of the certificate of substantial completion issued for each construction contract associated with the project as soon as they are available.

IT IS FURTHER ORDERED that the Utility submit to the Commission a copy of any permits or approvals by any federal, state or local government or agency related to this project which have not been previously filed with the Commission as soon as they are available.

IT IS FURTHER ORDERED that the Utility bring its tariff language into compliance with the Commission's then-existing tariff rules in its next rate ordinance process.

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

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

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

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

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

K. A. George

Keith A. George
Administrative Law Judge

KAG:cdk
090827a.wpd

WEST VIRGINIA
Infrastructure & Jobs Development Council

FILE

Gov. Joe Manchin, III
Chairman

Kenneth Lowe, Jr.
Public Member

Dwight Calhoun
Public Member

David "Bones" McComas
Public Member

Ron Justice
Public Member

Angela K. Chestnut, P.E.
Executive Director

Barbara J. Pauley
Administrative Secretary

June 15, 2009

RECEIVED

JUN 18 2009

THRASHER ENVIRONMENTAL, INC.

A. D. Mastrantoni
Weirton Area Water Board
200 Municipal Plaza
Weirton, WV 26062

Re: Weirton Area Water Board
Water Project 2006W-944 (Revised)

Dear Mr. Mastrantoni:

The West Virginia Infrastructure and Jobs Development Council (Council) has reviewed the Weirton Area Water Board's (Board) revised preliminary application to enable the water system to meet the Disinfection and Disinfection By-Products Rule and install an air stripper, equipment for improved coagulation, retrofit filters to add extra filter media depth and install an UV disinfection system (Project).

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

Upon consideration of the preliminary application, the Council determined that the Board should utilize a $1,928,360 Drinking Water Treatment Revolving Fund (DWTRF) loan, a $101,087 Weirton contribution, a $2,356,800 State Tribal Assistance grant, and pursue an additional $344,753 DWTRF loan to fund this $4,731,000 project. Please contact the West Virginia Bureau for Public Health at (304) 558-6749 for specific information on the steps the Town needs to follow to apply for these funds. **Please note that this letter does not constitute funding approval from these agencies.**

If you have any questions regarding this matter, please contact the Angela Chestnut at 304-558-4607 (Ext. 201).

Sincerely,

Kenneth Lowe, Jr.

Enclosure

cc: Bob Decrease, P.E., BPH (w/o enclosure) (via e-mail)
Region XI Brooke-Hancock Regional Planning and Development Council
Jonathan Carpenter, P.E., Thrasher Environmental, Inc.

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

CROSS-RECEIPT FOR BONDS AND BOND PROCEEDS

On the 19th day of November, 2009, 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 Weirton (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the date hereof, the Authority received the Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), of the Issuer, in the principal amount of $2,496,208, numbered AR-1 (the "Bonds"), issued as a single, fully registered Bond, and dated November 19, 2009.

2. At the time of such receipt, all the Bonds had been executed by the Mayor, the City Manager 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 Bonds, of the sum of $151,540, being a portion of the principal amount of the Bonds. The balance of the principal amount of the Bonds will be advanced by the Authority and the West Virginia Bureau for Public Health to the Issuer as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: _____
Its: Authorized Representative

CITY OF WEIRTON

By: _____
Its: Mayor

10.27.09
949750.00007

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

DIRECTION TO AUTHENTICATE AND DELIVER BONDS

The Huntington National Bank,
as Bond Registrar
Charleston, West Virginia

Ladies and Gentlemen:

There are delivered to you herewith on this 19th day of November, 2009:

(1) Bond No. AR-1, constituting the entire original issue of the City of Weirton Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), in the principal amount of $2,496,208, dated November 19, 2009 (the "Bonds"), executed by the Mayor, the City Manager and City Clerk of the City of Weirton (the "Issuer") and bearing the official seal of the Issuer, authorized to be issued under and pursuant to a Bond Ordinance duly enacted by the Issuer on November 9, 2009, and a Supplemental Resolution duly adopted by the Issuer on November 9, 2009 (collectively, the "Bond Legislation");

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

(3) Executed counterparts of a loan agreement for the Bonds, dated November 19, 2009, by and between the Issuer and the West Virginia Water Development Authority, on behalf of the West Virginia Bureau for Public Health (the "Loan Agreement"); and

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

You are hereby requested and authorized to deliver the Bonds to the Authority upon payment to the Issuer of the sum of $151,540, representing a portion of the principal amount of the Bonds. 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 form of Certificate of Authentication and Registration thereon.

[Remainder of Page Intentionally Left Blank]

Dated as of the day and year first written above.

CITY OF WEIRTON

By: _____
Its: Mayor

10.27.09
949750.00007

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WEIRTON
WATER REVENUE BONDS, SERIES 2009 A
(WEST VIRGINIA DWTRF PROGRAM)

No. AR-1 $2,496,208

KNOW ALL MEN BY THESE PRESENTS: This 19th day of November, 2009, that the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia in Hancock County and Brooke 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 MILLION FOUR HUNDRED NINETY SIX THOUSAND TWO HUNDRED AND EIGHT DOLLARS ($2,496,208), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2011 to and including September 1, 2031 as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference, with interest payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing December 1, 2011 to and including September 1, 2031, at interest rate of 2% per annum as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference.

The Administrative Fee (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2011 as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Bureau for Public Health (the "BPH") and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the BPH, dated November 19, 2009.

This Bond is issued (i) to pay the costs of acquisition and construction of certain additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks 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 19 and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on November 9, 2009, and a Supplemental Resolution duly adopted by the Issuer on November 9, 2009 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S (i) WATER REVENUE BONDS, SERIES 1991 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MAY 23, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,784,000; (ii) WATER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA SRF PROGRAM), DATED APRIL 8, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,190,000; AND (iii) WATER REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA DWTRF PROGRAM), DATED APRIL 25, 2006, ISSUED IN THE ORIGINIAL AGGREGATE PRINCIPAL AMOUNT OF $2,555,000.

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE, AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S WATER REVENUE BONDS, SERIES 1991 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MAY 23, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $216,000.

THE SERIES 1991 A BONDS, THE SERIES 1991 B BONDS, THE SERIES 1998A BONDS, AND THE SERIES 2006 A BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Series 1991 A Bonds, Series 1998 A Bonds, and Series 2006 A Bonds, and senior and prior to the pledge of Gross Revenues in favor of the Holders of the Series 1991 B Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2009 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the

principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2009 A 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 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues, including the Prior Bonds; provided however, that so long as there exists in the Series 2009 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the 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 hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Gross Revenues of the

System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest, if any, on this Bond.

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

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the CITY OF WEIRTON has caused this Bond to be signed by its Mayor and City Manager, and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated the day and year first written above.

[SEAL]

SPECIMEN

Mayor

SPECIMEN

City Manager

ATTEST:

SPECIMEN

City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2009 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: November 19, 2009.

THE HUNTINGTON NATIONAL BANK,
as Registrar

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$151,540.00	11/19/09	(19)		
(2)			(20)		
(3)			(21)		
(4)			(22)		
(5)			(23)		
(6)			(24)		
(7)			(25)		
(8)			(26)		
(9)			(27)		
(10)			(28)		
(11)			(29)		
(12)			(30)		
(13)			(31)		
(14)			(32)		
(15)			(33)		
(16)			(34)		
(17)			(35)		
(18)			(36)		

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

City of Weirton

20 Years

2% Interest Rate

1% Administrative Fee

Dated Date 11/19/2009

Delivery Date 11/19/2009

Period Ending	Principal	Coupon	Interest	Debt Service
11/19/2009				
12/1/2011	25,454	2.000%	12,481.04	37,935.04
3/1/2012	25,581	2.000%	12,353.77	37,934.77
6/1/2012	25,709	2.000%	12,225.87	37,934.87
9/1/2012	25,838	2.000%	12,097.32	37,935.32
12/1/2012	25,967	2.000%	11,968.13	37,935.13
3/1/2013	26,097	2.000%	11,838.30	37,935.30
6/1/2013	26,227	2.000%	11,707.81	37,934.81
9/1/2013	26,358	2.000%	11,576.68	37,934.68
12/1/2013	26,490	2.000%	11,444.89	37,934.89
3/1/2014	26,623	2.000%	11,312.44	37,935.44
6/1/2014	26,756	2.000%	11,179.32	37,935.32
9/1/2014	26,889	2.000%	11,045.54	37,934.54
12/1/2014	27,024	2.000%	10,911.10	37,935.10
3/1/2015	27,159	2.000%	10,775.98	37,934.98
6/1/2015	27,295	2.000%	10,640.18	37,935.18
9/1/2015	27,431	2.000%	10,503.71	37,934.71
12/1/2015	27,568	2.000%	10,366.55	37,934.55
3/1/2016	27,706	2.000%	10,228.71	37,934.71
6/1/2016	27,845	2.000%	10,090.18	37,935.18
9/1/2016	27,984	2.000%	9,950.96	37,934.96
12/1/2016	28,124	2.000%	9,811.04	37,935.04
3/1/2017	28,265	2.000%	9,670.42	37,935.42
6/1/2017	28,406	2.000%	9,529.09	37,935.09
9/1/2017	28,548	2.000%	9,387.06	37,935.06
12/1/2017	28,691	2.000%	9,244.32	37,935.32
3/1/2018	28,834	2.000%	9,100.87	37,934.87
6/1/2018	28,978	2.000%	8,956.70	37,934.70
9/1/2018	29,123	2.000%	8,811.81	37,934.81
12/1/2018	29,269	2.000%	8,666.19	37,935.19
3/1/2019	29,415	2.000%	8,519.85	37,934.85
6/1/2019	29,562	2.000%	8,372.77	37,934.77
9/1/2019	29,710	2.000%	8,224.96	37,934.96
12/1/2019	29,859	2.000%	8,076.41	37,935.41
3/1/2020	30,008	2.000%	7,927.12	37,935.12
6/1/2020	30,158	2.000%	7,777.08	37,935.08
9/1/2020	30,309	2.000%	7,626.29	37,935.29
12/1/2020	30,460	2.000%	7,474.74	37,934.74
3/1/2021	30,612	2.000%	7,322.44	37,934.44
6/1/2021	30,766	2.000%	7,169.38	37,935.38
9/1/2021	30,919	2.000%	7,015.55	37,934.55
12/1/2021	31,074	2.000%	6,860.96	37,934.96
3/1/2022	31,229	2.000%	6,705.59	37,934.59
6/1/2022	31,385	2.000%	6,549.44	37,934.44

BOND DEBT SERVICE

City of Weirton

20 Years

2% Interest Rate

1% Administrative Fee

Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2022	31,542	2.000%	6,392.52	37,934.52
12/1/2022	31,700	2.000%	6,234.81	37,934.81
3/1/2023	31,859	2.000%	6,076.31	37,935.31
6/1/2023	32,018	2.000%	5,917.01	37,935.01
9/1/2023	32,178	2.000%	5,756.92	37,934.92
12/1/2023	32,339	2.000%	5,596.03	37,935.03
3/1/2024	32,501	2.000%	5,434.34	37,935.34
6/1/2024	32,663	2.000%	5,271.83	37,934.83
9/1/2024	32,826	2.000%	5,108.52	37,934.52
12/1/2024	32,991	2.000%	4,944.39	37,935.39
3/1/2025	33,156	2.000%	4,779.43	37,935.43
6/1/2025	33,321	2.000%	4,613.65	37,934.65
9/1/2025	33,488	2.000%	4,447.05	37,935.05
12/1/2025	33,655	2.000%	4,279.61	37,934.61
3/1/2026	33,824	2.000%	4,111.33	37,935.33
6/1/2026	33,993	2.000%	3,942.21	37,935.21
9/1/2026	34,163	2.000%	3,772.25	37,935.25
12/1/2026	34,334	2.000%	3,601.43	37,935.43
3/1/2027	34,505	2.000%	3,429.76	37,934.76
6/1/2027	34,678	2.000%	3,257.24	37,935.24
9/1/2027	34,851	2.000%	3,083.85	37,934.85
12/1/2027	35,025	2.000%	2,909.59	37,934.59
3/1/2028	35,200	2.000%	2,734.47	37,934.47
6/1/2028	35,376	2.000%	2,558.47	37,934.47
9/1/2028	35,553	2.000%	2,381.59	37,934.59
12/1/2028	35,731	2.000%	2,203.82	37,934.82
3/1/2029	35,910	2.000%	2,025.17	37,935.17
6/1/2029	36,089	2.000%	1,845.62	37,934.62
9/1/2029	36,270	2.000%	1,665.17	37,935.17
12/1/2029	36,451	2.000%	1,483.82	37,934.82
3/1/2030	36,633	2.000%	1,301.57	37,934.57
6/1/2030	36,817	2.000%	1,118.40	37,935.40
9/1/2030	37,001	2.000%	934.32	37,935.32
12/1/2030	37,186	2.000%	749.31	37,935.31
3/1/2031	37,372	2.000%	563.38	37,935.38
6/1/2031	37,558	2.000%	376.52	37,934.52
9/1/2031	37,746	2.000%	188.73	37,934.73
	2,496,208		**538,589.00**	**3,034,797.00**

Quarterly Admin Fee $3,366.19

Total $269,294.51

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, 20____.

_____

In the presence of:

_____

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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

Writer's Contact Information

November 19, 2009

City of Weirton
Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

City of Weirton
Weirton, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel in connection with the issuance by the City of Weirton (the "Issuer"), a municipal corporation and political subdivision created and existing under the laws of the State of West Virginia, of its $2,496,208 Water Revenue Bonds, Series 2009 A (West Virginia DWTRF 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 November 19, 2009, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), 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, bearing interest at the rate of 2% per annum, payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2011 and with principal installments payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing December 1, 2011 to and including September 1, 2031 all as set forth in the "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds. The Series 2009 A Bonds are subject to the SRF Administrative Fee equal to 1% of the principal amount of the Series 2009 A Bonds as set forth in the Schedule Y attached to the Loan Agreement.

The Bonds are issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly, Chapter 8, Article 19 and Chapter 16, Article 13C 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 additions, betterments and improvements to the existing public waterworks system of the Issuer; and (ii) paying certain costs of issuance and related costs.

We have also examined the applicable provisions of the Act and the Bond Ordinance duly enacted by the Issuer on November 9, 2009, as supplemented by a Supplemental Resolution duly adopted by the Issuer on November 9, 2009 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been entered into. The Bonds are subject to redemption prior to maturity to the extent, at the time, under the conditions and subject to the limitations set forth in the Bond Legislation and the Loan Agreement. All capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

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

1. The Issuer is a duly created and validly existing municipal corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System, to adopt the Bond Legislation and to issue and sell the Bonds, all under the Act and other applicable provisions of law.

2. The Loan Agreement has been duly authorized by and executed on behalf of the Issuer, is a valid and binding special obligation of the Issuer enforceable in accordance with the terms thereof, and inures to the benefit of the Authority and the BPH and cannot be amended by the Issuer so as to affect adversely the rights of the Authority or the BPH or diminish the obligations of the Issuer without the written consent of the Authority and the BPH.

3. The Bond Legislation and all other necessary ordinances, orders and resolutions have been duly and effectively enacted and adopted by the Issuer in connection with the issuance and sale of the Bonds and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions and covenants substantially in the form of those set forth in Section 4.1 of the Loan Agreement.

4. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Gross Revenues of the System and secured by a first lien on and pledge of the Gross Revenues of the System, on a parity with respect to liens, pledge and source of and security for payment with the Issuer's (i) Water Revenue Bonds, Series 1991 A (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $4,784,000 (the "Series 1991 A Bonds"); (ii) Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), dated April 8, 1998, issued in the original aggregate principal amount of $2,190,000 (the "Series 1998 A Bonds"); and (iii) Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), dated April 25, 2006, issued in the original aggregate principal amount of $2,555,000 (the "Series 2006 A Bonds"). There are also outstanding obligations of the Issuer which will be junior and subordinate to the Series 2009 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's Water Revenue Bonds, Series 1991 B (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $216,000, all in accordance with the terms of the Bond and the Bond Legislation.

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

6. The Bonds have not been issued on the basis that the interest thereon, if any, is or will be excluded from the gross income of the owners thereof for federal income tax purposes. We express no

opinion regarding the excludability of such interest from the gross income of the owners thereof for federal income tax purposes or other federal tax consequences arising with respect to the Bonds.

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

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

Very truly yours,

STEPTOE & JOHNSON PLLC

10.27.09
949750.00007

City Attorney's Office
City of Weirton, West Virginia
200 Municipal Plaza, Weirton, West Virginia 26062
Telephone (304) 797-8509; Facsimile (304) 797-8507

November 19, 2009

City of Weirton
Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

City of Weirton
Weirton, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

Steptoe & Johnson PLLC
Clarksburg, West Virginia

Ladies and Gentlemen:

I am counsel to the City of Weirton, in Brooke and Hancock Counties, West Virginia (the "Issuer"). As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a loan agreement dated November 19, 2009, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), the Bond Ordinance duly enacted by the Issuer on November 9, 2009, as supplemented by the Supplemental Resolution duly adopted by the Issuer on November 9, 2009 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). Capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

I am of the opinion that:

1. The Issuer has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia, with full power and authority to acquire and construct the Project, to operate and maintain the System and to enact the Bond Legislation, all under the Act and other applicable provisions of law, and the Mayor, City Manager, City Clerk and members of the council of the Issuer have been duly and properly elected or appointed, as applicable, have taken the requisite oaths, and are authorized to act on behalf of the Issuer in their respective capacities.

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

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

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

5. To the best of my knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Bonds, the Loan Agreement, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Gross Revenues therefor.

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

Very truly yours,

Vince Gurrera, Esquire

949750.00007

GUIDA
LAW OFFICES

DANIEL J. GUIDA
Attorney At Law

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Email: guidalaw@comcast.net

November 19, 2009

City of Weirton
Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

City of Weirton
200 Municipal Plaza
Weirton, WV 26062

West Virginia Water Development Authority
180 Association Drive
Charleston, WV 25311-1751

West Virginia Bureau for Public Health
1 Davis Square, Suite 200
Capitol and Washington Sts.
Charleston, WV 25301-1978

Steptoe & Johnson PLLC
P.O. Box 1588
Charleston, WV 25326-1588

Ladies and Gentlemen:

I am counsel to the City of Weirton Water Board ("Weirton Water Board") in Brooke and Hancock Counties, West Virginia. As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a loan agreement dated November 19, 2009, including all schedules and exhibits attached thereto (the "Loan Agreement"), by and between the City of Weirton and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), the Bond Ordinance duly enacted by the City of Weirton on November 9, 2009, as supplemented by the Supplemental Resolution duly adopted by the City of Weirton on November 9, 2009 (collectively, the "Bond Legislation"), and other documents relating to the above-captioned Bonds of the City of Weirton (the "Bonds"). Capitalized terms used herein and not otherwise defined herein shall have the same meanings set forth in the Bond Legislation and the Loan Agreement when used herein.

I am of the opinion that:

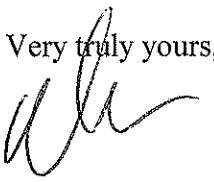
1. The Weirton Water Board has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the issuance of the Bonds, the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders and approvals from the Bureau of Public Health, the West Virginia Infrastructure and Jobs Development Council and the Public Service Commission of West Virginia, and has taken any other action required for the imposition of such rates and charges, including, without limitation, the enactment of an ordinance prescribing such rates and charges.

2. To the best of my knowledge, there is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or threatened, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Bonds, the Loan Agreement, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, the validity of the Bonds or the collection or pledge of the Gross Revenues therefor.

3. I have ascertained that all successful bidders have provided the drug-free workplace affidavit, submitted their drug free workplace plan, and the contracts contain language that comply with the Drug Free Workplace Act, Article 1D, Chapter 21 of the West Virginia Code. I have also ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and such insurance policies or binders and such bonds have been verified for accuracy. Based upon my review of the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, I am of the opinion that such surety bonds and policies (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Weirton Water Board; (3) have been executed by duly authorized representatives of the proper parties; (4) meet the requirements of the Act, the Bond Legislation and the Loan 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.

Very truly yours,



Daniel J. Guida, Esq.

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OF COUNSEL
kelshlaw@yahoo.com

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343-1654

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343-1657

November 19, 2009

City of Weirton
Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

City of Weirton
Weirton, West Virginia

West Virginia Department of Environmental Protection
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Steptoe & Johnson PLLC
Charleston, West Virginia

Ladies and Gentlemen:

I am special counsel to the City of Weirton, a municipality in Brooke and Hancock Counties, West Virginia (the "Issuer"). As such counsel, I have represented the Issuer before the Public Service Commission of West Virginia in connection with the issuance of the above-referenced bonds, and the acquisition and construction of the Project. All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

I am of the opinion that the Issuer has received all orders and approvals from the Public Service Commission of West Virginia, including the Recommended Decision entered September 8, 2009, which became Final Order on September 28, 2009, in Case No. 09-0827-W-CN, and Affidavit of Certified Public Accountant dated September 25, 2009 among other things, granting to the Issuer a certificate of convenience and

necessity for the Project and approving the financing for the Project. The time for appeal of the Order has expired prior to the date hereof and is in full force and effect.

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

Sincerely,

Robert R. Rodecker

RRR/bg

GUIDA
LAW OFFICES

DANIEL J. GUIDA
Attorney At Law

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Email: guidalaw@comcast.net

November 19, 2009

West Virginia Bureau for Public Health
Charleston, West Virginia

West Virginia Infrastructure & Jobs Development Council
Charleston, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

Re: City of Weirton Water Board
Final Title Opinion

Dear Ladies & Gentlemen:

I represent the City of Weirton Water Board (the "Weirton Water Board") with regard to a proposed project to construct upgrades to the water treatment plant, together with all appurtenant facilities (the "Project"), and provide this final title opinion on behalf of the Weirton Water Board to satisfy the requirements of the West Virginia Bureau for Public Health Drinking Water Treatment Revolving Fund Program (the "Program") with regard to the financing proposed for the Project. Please be advised of the following:

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

2. That the Weirton Water Board has obtained approval for all necessary permits and approvals for the construction of the Project.

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

4. That I have examined the records on file in the Office of the Clerk of the County Commission of Brooke County, West Virginia, the county in which the Project is to be located, and, in my opinion, the Weirton Water Board has acquired legal title or such other estate or interest in the necessary site components for the Project sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the facilities to be constructed.

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

Sincerely,

Daniel J. Guida, Esq.

cc: Samme Gee, Esquire
John Stump, Esquire

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

1. TERMS
2. NO LITIGATION
3. GOVERNMENTAL APPROVALS AND BIDDING
4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS
5. CERTIFICATION OF COPIES OF DOCUMENTS
6. INCUMBENCY AND OFFICIAL NAME
7. LAND AND RIGHTS-OF-WAY
8. MEETINGS, ETC.
9. CONTRACTORS' INSURANCE, ETC.
10. LOAN AGREEMENT
11. INSURANCE
12. VERIFICATION OF SCHEDULE
13. RATES
14. SIGNATURES AND DELIVERY
15. BOND PROCEEDS
16. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE
17. PUBLIC SERVICE COMMISSION ORDERS
18. SPECIMEN BOND
19. CONFLICT OF INTEREST
20. PROCUREMENT OF ENGINEERING SERVICES
21. SAFE DRINKING WATER ACT
22. GRANTS
23. EXECUTION OF COUNTERPARTS

We, the undersigned MAYOR, CITY MANAGER, CITY CLERK and CHAIRMAN of the Water Board of the City of Weirton in Brooke and Hancock Counties, West Virginia (the "Issuer"), and the undersigned COUNSEL to the Issuer, hereby certify, on this the 19th day of November, 2009, in connection with the Issuer's Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), dated the date hereof (the "Bonds" or the "Series 2009 A Bonds"), as follows:

1. TERMS: All capitalized words and terms used in this General Certificate and not otherwise defined herein shall have the same meaning as set forth in the Bond Ordinance of the Issuer

duly enacted November 9, 2009, and the Supplemental Resolution duly adopted November 9, 2009 (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 Gross Revenues or any other monies or security provided for the payment of the Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Bonds, the acquisition and construction of the Project, the operation of the System, the collection of the Gross Revenues or the pledge of Gross 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, the imposition of rates and charges, and the issuance of the Bonds have been duly and timely obtained and remain in full force and effect. 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 2009 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's (i) Water Revenue Bonds, Series 1991 A (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $4,784,000 (the "Series 1991 A Bonds"); (ii) Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), dated April 8, 1998, issued in the original aggregate principal amount of $2,190,000 (the "Series 1998 A Bonds"); and (iii) Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), dated April 25, 2006, issued in the original aggregate principal amount of $2,555,000 (the "Series 2006 A Bonds"). There are also outstanding obligations of the Issuer which will be junior and subordinate to the Series 2009 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's Water Revenue Bonds, Series 1991 B (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $216,000 (the "Series 1991 B Bonds"). The Series 1991 A Bonds, the Series 1998 A Bonds, and the Series 2006 A Bonds may be hereinafter collectively referred to as the "First Lien Bonds". The Series 1991 A Bonds, the Series 1991 B Bonds, the Series 1998 A Bonds, and the Series 2006 A Bonds may be hereinafter collectively referred to as the "Prior Bonds".

The Series 2009 A Bonds shall be issued on a parity with the First Lien Bonds and senior and prior to the Series 1991 B Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2009 A Bonds, the Issuer will obtain (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the First Lien Bonds are met; (ii) the written consent of the registered owners of First Lien Bonds to the issuance of the Series 2009 A Bonds on a parity with the First Lien Bonds; and (iii) the written consent of the registered owners of the Series 1991 B Bonds to the issuance of the Series 2009 A Bonds on a senior

and prior basis to the Series 1991 B Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

5. CERTIFICATION OF COPIES OF DOCUMENTS: The copies of the below-listed documents hereto attached or delivered herewith or heretofore delivered are true, correct and complete copies of the originals of the documents of which they purport to be copies, and such original documents are in full force and effect and have not been repealed, rescinded, amended or changed in any way unless modification appears from later documents also listed below:

Bond Ordinance

Supplemental Resolution

Loan Agreement

Public Service Commission Order

Infrastructure and Jobs Development Council Approval

Charter and Rules of Procedure

Oaths of Office of Officers and Council Members

Ordinance Creating Water Board

Oaths of Office of Members of Water Board

Water Rate Ordinance

Minutes on Adoption and Enactment of Rate Ordinance

Affidavit of Publication of Rate Ordinance and Notice of Public Hearing

Minutes on Adoption and Enactment of Bond Ordinance, Adoption of Supplemental Resolution, Rules of Procedure and First Draw Resolution

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

Prior Bond Ordinances

WDA Consent to Issuance of Parity Bonds

Office of Environmental Health Services Permit

Evidence of SAP Grant

Evidence of Insurance

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is "City of Weirton." The Issuer is a municipal corporation in Brooke and Hancock Counties 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 6 council members, all duly elected or appointed, as applicable, qualified and acting, and whose names and dates of commencement and termination of current terms of office are as follows:

Name	Date of Commencement of Office	Date of Termination of Office
Mark E. Harris, Mayor	July 1, 2007	June 30, 2011
Ronnie D. Jones	July 1, 2007	June 30, 2011
Fred S. Marshall	July 1, 2007	June 30, 2011
George Kondik	July 1, 2007	June 30, 2011
George E. Ash, Sr.	July 1, 2007	June 30, 2011
Max T. Fijewski	July 1, 2007	June 30, 2011
David Dalrymple	July 1, 2007	June 30, 2011

The duly appointed and acting City Manager and City Clerk of the Issuer are Gary DuFour and Nicole Davis, respectively. The duly appointed and acting Counsel to the Issuer is Vince Gurrera, Esquire, the duly appointed and acting Counsel to the Water Board is Daniel J. Guida, Esquire, and Special PSC Counsel is Robert Rodecker, Esquire.

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. Counsel to the Issuer makes no representations regarding this paragraph.

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

9. CONTRACTORS' INSURANCE, ETC.: All contractors and subcontractors 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. The successful bidders have provided the Drug-Free Workplace Affidavit as evidence of compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code. All insurance for the System required by the Bond Legislation and Loan Agreements 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.

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

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

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

13. RATES: The Issuer has duly enacted a water rate ordinance on May 27, 2009, setting rates and charges for the services of the System. The time for appeal of such rate ordinance has expired without any appeal. Such rates are currently effective.

14. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Mayor and/or City Manager and City Clerk did officially sign all of the Bonds of the aforesaid issue, consisting upon original issuance of a single Bond, dated the date hereof, by their manual signatures, and the undersigned City Clerk did officially cause the official seal of the Issuer to be affixed upon said Bonds and to be attested by his or her manual 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.

15. BOND PROCEEDS: On the date hereof, the Issuer received $151,540 from the Authority and the BPH, being a portion of the principal amount of the Bonds. The balance of the principal amount of the Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses. Counsel to the Issuer makes no representation regarding this paragraph.

16. 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 Brooke County Review* and the *Weirton Daily Times*, qualified newspapers published and of general circulation in the City of Weirton, together with a notice to all persons concerned, stating that the Bond Ordinance had been adopted and that the Issuer contemplated the issuance of the Bonds described in such Bond Ordinance, stating that any person interested may appear before the Governing Body at the public hearing held at a public meeting of Governing Body on the 9th day of November, 2009, at 7:00 p.m., at the City Hall in Weirton, West Virginia, and present protests, and stating that a certified copy of the Bond Ordinance was

on file at the office of the City Clerk of the Issuer for review by interested parties during the office hours of the Issuer. At such hearing all objections and suggestions were heard by the Governing Body and the Bond Ordinance became finally adopted, enacted and effective as of the date of such public hearing, and remains in full force and effect.

17. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received the Recommended Decision of the Public Service Commission of West Virginia on September 8, 2009, which became Final Order on September 28, 2009, and an affidavit of CPA dated September 25, 2009 in Case No. 09-0827-W-CN, among other things, granting to the Issuer a certificate of convenience and necessity for the Project and approving the financing for the Project. The time for appeal of the Order has expired. Such Order is in full force and effect.

18. SPECIMEN BOND: Delivered concurrently herewith is a true and accurate specimen of the Bonds.

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

20. PROCUREMENT OF ENGINEERING SERVICES: The Issuer has complied in all respects with the requirements of Chapter 5G, Article 1 of the West Virginia Code of 1931, as amended, in the procurement of engineering services to be paid from proceeds of the Bonds. Counsel to the Issuer makes no representation regarding this paragraph.

21. SAFE DRINKING WATER ACT: The Project as described in the Bond Legislation complies with the Safe Drinking Water Act.

22. GRANTS: The U.S. Environmental Protection Agency grant in the amount of $2,356,800, is hereby fully committed and the Issuer contribution of $101,087 is fully committed.

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

[Remainder of Page Intentionally Left Blank]

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

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Mayor
_____	City Manager
_____	City Clerk
_____	Counsel to the City of Weirton
_____	Counsel to the City of Weirton Water Board
_____	Special PSC Counsel

10.27.09
949750.00007

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

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Mayor
_____	City Manager
_____	City Clerk
_____	Counsel to the City of Weirton
_____	Counsel to the City of Weirton Water Board
_____	Special PSC Counsel

10.27.09
949750.00007

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

[CORPORATE SEAL]

SIGNATURE	OFFICIAL TITLE
_____	Mayor
_____	City Manager
_____	City Clerk
_____	Counsel to the City of Weirton
_____	Counsel to the City of Weirton Water Board
Robert K. Rodecker	Special PSC Counsel

10.27.09
949750.00007

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

CERTIFICATE OF ENGINEER

I, Jonathan Carpenter, Registered Professional Engineer, West Virginia License No. 015425, of Thrasher Engineering, Inc., Charleston, West Virginia, hereby certify this 19th day of November, 2009, as follows:

1. My firm is engineer for the acquisition and construction of certain additions, betterments and improvements (the "Project") to the existing public waterworks facilities (the "System") of the City of Weirton (the "Issuer"), to be constructed in Brooke County, West Virginia, which acquisition and construction are being financed by the proceeds of the above-captioned bonds (the "Bonds") of the Issuer. Capitalized terms used herein and not defined herein shall have the same meaning set forth in the Bond Ordinance enacted by the Issuer on November 9, 2009, as supplemented by the Supplemental Resolution adopted by the Issuer on November 9, 2009, and the Loan Agreement by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH"), dated November 19, 2009 (the "Loan Agreement").

2. The Bonds are being issued (i) to pay the costs of acquisition and construction of the Project; and (ii) to pay certain costs of issuance and related costs.

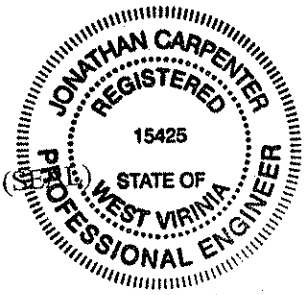
3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the BPH and any change orders approved by the Issuer, the BPH and all necessary governmental bodies; (ii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least 22 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (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 B attached hereto as Exhibit A and the Issuer's counsel, Daniel J. Guida, Esquire, has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the successful bidders have provided the Drug-Free Workplace Affidavit

as evidence of the Vendor's compliance with the provisions of Article 1D, Chapter 21 of the West Virginia Code; (vi) the bid documents relating to the Project reflect the Project as approved by the BPH and the bid forms provided to the bidders contain the critical operational components of the Project; (vii) the successful bids include prices for every item on such bid forms; (viii) the uniform bid procedures were followed; (ix) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and the operation of the System; (x) in reliance upon the certificate of Griffith & Associates, PLLC, the Issuer's certified public accountant, of even date herewith, as of the effective date thereof, the rates and charges for the System will be sufficient to comply with the provisions of the Loan Agreement; (xi) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the BPH; and (xii) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

4. The Project will serve -0- new customers.

[Remainder of Page Intentionally Blank]

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



THRASHER ENGINEERING, INC.

Jonathan Carpenter, P.E.
West Virginia License No. 015425

10.27.09
949750.00007

WEIRTON AREA WATER BOARD
WATER TREATMENT PLANT
SCHEDULE B (10-14-09)

A. COST OF PROJECT	Total	DWTRF (Repayments)	SAP Grant (55%)	Weirton Contribution
1 **Construction**				
Contract 1	3,930,344.00	1,965,106.00	1,965,238.00	0.00
Air Stripper Equipment	146,860.00	0.00	80,773.00	66,087.00
2 **Technical Services**				
a. Planning Phase	25,000.00	11,250.00	13,750.00	0.00
b. Basic Services	253,000.00	113,850.00	139,150.00	0.00
c. Inspection/Post Const. Services	287,071.00	129,182.00	157,889.00	0.00
d. Additional Services	0.00	0.00	0.00	0.00
3 **Legal & Fiscal**				
a. Legal	20,000.00	0.00	0.00	20,000.00
b. Accounting	15,000.00	0.00	0.00	15,000.00
4 **Administrative**	15,500.00	15,500.00	0.00	0.00
5 **Sites & Other Lands**				
a. Land acquisition / ROW	0.00	0.00	0.00	0.00
b. Water System Acquisitions	0.00	0.00	0.00	0.00
c. Permits	0.00	0.00	0.00	0.00
6 **Interim Financing**	0.00	0.00	0.00	0.00
7 **Misc.**		0.00	0.00	0.00
8 **Contingency**	235,820.00	235,820.00	0.00	0.00
9 **TOTAL of Lines 1 through 8**	4,928,595.00	2,470,708.00	2,356,800.00	101,087.00
B. **COST OF FINANCING**				
10 **Funded Reserve**	0.00	0.00	0.00	0.00
11 **Other Costs**	0.00	0.00	0.00	0.00
a. Registrar fees	500.00	500.00	0.00	0.00
b. Bond Counsel	25,000.00	25,000.00	0.00	0.00
12 **Cost of Issuance**	25,500.00	25,500.00	0.00	0.00
13 **TOTAL PROJECT COST(Line 9 plus Line 12)**	**4,954,095.00**	**2,496,208.00**	**2,356,800.00**	**101,087.00**
C. **SOURCES OF OTHER FUNDS**				
14 Federal Grants	2,356,800.00	0.00	2,356,800.00	0.00
15 State Grants	0.00	0.00	0.00	0.00
16 Other Grants	0.00	0.00	0.00	0.00
17 Any Other Source	101,087.00	0.00	0.00	101,087.00
18 TOTAL GRANTS (Lines 14 through 17)	2,457,887.00	0.00	2,356,800.00	101,087.00
19 **Size of Bond Issue**	**2,496,208.00**	**2,496,208.00**	**0.00**	**0.00**

11/19/2009
Date

City of Weirton

11/19/2009
Date

Thrasher Environmental, Inc.

Griffith & Associates, PLLC Accountants & Consultants

November 19, 2009

City of Weirton
Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

City of Weirton
Weirton, West Virginia

West Virginia Water Development Authority
Charleston, West Virginia

West Virginia Bureau for Public Health
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the water rates and charges as set forth in the Water Rate Ordinance enacted by the City of Weirton (the "Issuer") on May 27, 2009, and projected operation and maintenance expenses and anticipated customer usage as furnished to us by Thrasher Engineering, Inc., consulting engineers, it is our opinion that such rates and charges will be sufficient to (i) to provide for all reasonable expenses of operation, repair and maintenance of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program) (the "Series 2009 A Bonds") and all other obligations secured by a lien on or payable from the revenues of the System, including the Issuer's (i) Water Revenue Bonds, Series 1991 A (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $4,784,000 (the "Series 1991 A Bonds"); (ii) Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), dated April 8, 1998, issued in the original aggregate principal amount of $2,190,000 (the "Series 1998 A Bonds"); (iii) Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), dated April 25, 2006, issued in the original aggregate principal amount of $2,555,000 (the "Series 2006 A Bonds"); and (iv) Water Revenue Bonds, Series 1991 B (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $216,000 (the "Series 1991 B Bonds", collectively, the "Prior Bonds").

It is further our opinion that the Net Revenues actually derived from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of the Series 2009 A Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by the Series 2009 A Bonds, will 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 Series 2009 A Bonds and the Prior Bonds.

Very truly yours,

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

MDG/dk

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

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Mayor and City Manager of the City of Weirton in Brooke and Hancock Counties, West Virginia (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of $2,496,208 Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), of the Issuer, dated November 19, 2009 (the "Bonds" or the "Series 2009 A Bonds"), hereby certifies this 19th day of November, 2009, as follows:

1. I am the officer of the Issuer duly charged with the responsibility of issuing the Bonds. I am familiar with the facts, circumstances and estimates herein certified and duly authorized to execute and deliver this certificate on behalf of the Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Bond Ordinance duly enacted by the Issuer on November 9, 2009, as supplemented (the "Bond Ordinance"), authorizing the Bonds.

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

3. This certificate is based upon facts, circumstances, estimates and expectations of the Issuer in existence on November 19, 2009, the date on which the Bonds are being physically delivered in exchange for an initial advance of the principal amount of the Series 2009 A Bonds, and to the best of my knowledge and belief, the expectations of the Issuer set forth herein are reasonable.

4. In the Bond Ordinance pursuant to which the Bonds are issued, the Issuer has covenanted that it shall not take, or permit or suffer to be taken, any action with respect to Issuer's use of the proceeds of the Bonds which would cause any bonds, the interest, if any, on which is exempt from federal income taxation under Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent regulations promulgated thereunder or under any predecessor thereto (collectively, the "Code"), issued by the West Virginia Water Development Authority (the "Authority") or the West Virginia Bureau for Public Health (the "BPH"), as the case may be, from which the proceeds of the Bonds are derived, to lose their status as tax-exempt bonds. The Issuer hereby covenants to take all actions necessary to comply with such covenant.

5. The Series 2009 A Bonds were sold on November 19, 2009, to the Authority, pursuant to a loan agreement dated November 19, 2009, by and between the Issuer and the Authority, on behalf of the BPH, for an aggregate purchase price of $2,496,208 (100% of par), at which time, the Issuer received $151,540 from the Authority and the BPH, being the first advance of the principal amount of the Series A Bonds. No accrued interest has been or will be paid on the Series 2009 A Bonds. The balance of the principal amount of the Series 2009 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2009 A Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying the costs of acquisition and construction of certain additions, betterments and improvements to the existing public waterworks facilities of the Issuer (the "Project"); and (ii) paying certain costs of issuance of the Bonds and related costs.

7. Within 30 days after the delivery of the Bonds, the Issuer shall enter into agreements which require the Issuer to expend at least 5% of the net sale proceeds of the Bonds on the Project, constituting a substantial binding commitment. The acquisition and construction of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Series 2009 A Bonds Reserve Account, if any, all of the proceeds from the sale of the Bonds, together with any investment earnings thereon, will be expended for payment of costs of the Project on or before September 1, 2011 The acquisition and construction of the Project is expected to be completed by March 1, 2011

8. The total cost of the Project, a portion of which is financed from the proceeds of the Bonds (including all costs of issuance of the Bonds), is estimated at $4,954,095. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2009 A Bonds	$2,496,208
US EPA grant (SAP Grant)	$2,356,800
City Contribution	$ 101,087
Total Sources	$4,954,095

USES

Costs of Acquisition and Construction of the Project	$4,928,595
Costs of Issuance	$ 25,500
Total Uses	$4,954,095

9. Pursuant to Article V of the Bond Ordinance, the following special funds or accounts have been created or continued relative to the Series 2009 A Bonds:

(1) Revenue Fund;

(2) Renewal and Replacement Fund;

(3) Series 2009 A Bonds Construction Trust Fund;

(4) Series 2009 A Bonds Sinking Fund; and

(5) Series 2009 A Bonds Reserve Account.

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

(1) Series 2009 A Bond proceeds in the amount of $-0- will be deposited in the Series 2009 A Bonds Sinking Fund to cover capitalized interest.

(2) Series 2009 A Bonds proceeds in the amount of $-0- will be deposited in the Series 2009 A Bonds Reserve Account.

(3) The balance of the proceeds of the Series 2009 A Bonds will be deposited in the Series 2009 A 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 2009 A Bonds and related costs.

11. Monies held in the Series 2009 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Series 2009 A Bonds and will not be available to meet costs of acquisition and construction of the Project. All investment earnings on monies in the Series 2009 A Bonds Sinking Fund and Series 2009 A Bonds Reserve Account will be withdrawn therefrom and deposited into the Series 2009 A Bonds Construction Trust Fund during construction of the Project, and following completion of the

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

12. Work with respect to the acquisition and construction of the Project will proceed with due diligence to completion. The acquisition and construction of the Project is expected to be completed within 15 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 2009 A Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 21 months from the date of issuance thereof.

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

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

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

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

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

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

21. The Bonds are not federally guaranteed.

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

23. The Issuer has either (a) funded the Series 2009 A Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year with the proceeds of the Bonds, or (b) created the Series 2009 A Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2009 A Bonds

Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Bonds in the then current or any succeeding year. Monies in the Series 2009 A Bonds Reserve Account and the Series 2009 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Bonds and will not be available to pay costs of the Project.

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

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

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

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

[Remainder of Page Intentionally Left Blank]

WITNESS our signatures on the day and year first written above.

CITY OF WEIRTON

By:_____
Its: Mayor

By:_____
Its: City Manager

10.27.09
949750.00007

WEIRTON CITY CHARTER

EDITOR'S NOTE: The Weirton Charter was adopted at the election held on April 25, 1950.
Council, pursuant to the authority granted by West Virginia Code 8-1-6, by Ordinance 228, passed May 25, 1970, provided that all provisions of the Charter which are sufficiently different from - though not in direct conflict with - pertinent provisions of West Virginia Code Chapter Eight as to indicate that both should not be applicable, are to remain in full force and effect thereby superseding such statutory provisions.
Dates appearing in parentheses following a section heading indicate those provisions were subsequently amended or enacted on the date given.

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ARTICLE VIII. NOMINATIONS AND ELECTIONS
Section 1. Election Requirements.
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ARTICLE IX. EFFECTIVE DATE
Section 1. Exceptions; Continuation of Offices.

CHARTER OF THE CITY OF WEIRTON

ARTICLE I
GENERAL PROVISIONS

SECTION 1. INCORPORATION; NAME.

The inhabitants of the City of Weirton, in the Counties of Hancock and Brooke, within the corporate limits of such City as now or hereafter established, shall be and continue to be a Municipal body, politic and corporate in perpetuity, under the name and style of "City of Weirton."

SECTION 2. GOVERNING BODY.

The governing body of the City shall consist of:

(A) A City Council (hereinafter referred to as "Council") of seven members who shall be elected by wards, in the manner hereinafter provided, by the voters of the City; and

(B) A Mayor who shall be elected by the voters of the City.

Other officers and employees shall be appointed in the manner hereinafter provided.

In this Charter, the terms "governing body" and "Council" are used interchangeably, with reference to ordinances, resolutions and other acts of the City.

SECTION 3. POWERS GENERALLY.

The City shall have all the powers now or hereafter granted to municipal corporations and to cities by the Constitution and general law of the State of West Virginia, together with all such implied powers as may be necessary to perform its Municipal purposes and its granted powers, including, but without limiting the generality of this section, the power to acquire, hold, manage, control, mortgage, lease and dispose of real and personal property or any interest therein, to accept gifts, bequests and devises, to sue and be sued in its corporate name, to make and perform contracts, to levy taxes, fees and special assessments, to issue bonds, notes and other obligations, to exercise the powers of eminent domain and condemnation and, in general, to exercise all Municipal powers, functions, rights, privileges and immunities of whatsoever name and nature. The enumeration of particular powers, functions, rights, privileges and immunities in this Charter shall not be deemed to be exclusive but on the contrary it is intended that the City shall have and may, for proper Municipal purposes, exercise all such powers, functions, rights, privileges and immunities which, under the Constitution and general laws of the State, it would be proper to set forth in this Charter, including all powers, rights, privileges and immunities which the City now has under its existing legislative Charter.

ARTICLE II
WARDS AND BOUNDARIES

SECTION 1. CORPORATE BOUNDARIES.

Until changed in the manner provided by law, the boundaries of the City shall be as follows:

Beginning at the intersection of the Hancock and Brooke County line with the West Virginia-Pennsylvania State line; thence in a southerly direction, south 89° 13' west along the West Virginia-Pennsylvania State line to the center of Harmon Creek where said Creek intersects the West Va.-Penn. State line; thence meandering along Harmon Creek in a northwesterly direction to a point where the meridian line 80° 35' of the Steubenville Quadrangle intersects Harmon Creek; thence continuing along said Harmon Creek in a southwesterly direction and sinuous to it to the low water line on the west shore of the Ohio River, same being the Ohio-West Virginia State boundary line; thence in a northwesterly direction with the said low water line to a point at the mouth of Kings Creek, said point being extended to its intersection with the said low water line of the Ohio River, same being the Ohio-West Virginia State boundary line to the place of beginning and point of intersection of the east bank of said Ohio River and mouth of Kings Creek; thence with the sinuousities and in an easterly direction along the center line of said Kings Creek to the West Virginia-Pennsylvania State boundary line to the place of beginning and point of intersection of the Hancock and Brooke County line with the West Virginia-Pennsylvania State line.

The foregoing description of the boundaries of the City shall not be construed as limiting any powers which the City may have under the general law of the State or this Charter with respect to matters or transactions beyond the limits of such boundaries.

SECTION 2. WARDS.

The Council shall have the power and authority to make ward boundary changes when it is deemed necessary to make the wards as equal as possible in population and area. Until so changed the City shall be divided into seven wards:

BOUNDARIES

EDITOR'S NOTE: The boundaries originally established by the Charter have been amended by a later ordinance pursuant to the authority granted by this section. Consult Article 105 for the current ward boundaries.

WARD 1.

Beginning at a point which is the intersection of Main Street and Pennsylvania Avenue, and continuing westwardly on a line which is an extension of the center line of Pennsylvania Avenue to its intersection with the west bank of the Ohio River; thence northwardly along the west bank of the Ohio River to a point opposite the intersection of Kings Creek; thence eastwardly across the Ohio River and thence southwardly along the center line of the meander of Kings Creek to a point which is the intersection of a line extended northwardly on Pershing Avenue and Kings Creek; thence southwardly to a point which is the intersection of the northwest corner of the Owings Plan at June Street; thence southwestwardly and

southwardly along the former Weirton Heights city line to the intersection with Pennsylvan Avenue; thence westwardly along the center line of Pennsylvania Avenue to the point of the beginning being the intersection of Main Street and Pennsylvania Avenue. The above comprises Ward No. 1.

WARD 2.

Beginning at a point which is the intersection of Main Street and Pennsylvania Avenue and continuing along a line westwardly which is an extension of the center line of Pennsylv Avenue to its intersection with the west bank of the Ohio River; thence southwardly along the west bank of the Ohio River to a point which is across from the intersection of the form Marland Heights corporate line and the Ohio River; thence eastwardly across the Ohio River to the former Marland Heights corporate line to its point of intersection with a westwardly line extended on the center line of Lee Avenue; thence eastwardly along the center line of this extended line to the intersection of Lee and Weir Avenues; thence, northwardly along the center line of Weir Avenue to its intersection with South Eleventh Street; thence northeastwardly along the center line of South Eleventh Street to its point of intersection with the former Weirton Heights city line; thence westwardly along the form Weirton Heights city line and northwardly along the same line to its point of intersection wi the center line of Pennsylvania Avenue; thence westwardly along the center line of Pennsyl Avenue to the point of beginning being the intersection of Main Street and Pennsylvania Ave. The above comprises Ward No. 2.

WARD 3.

Beginning at a point which is the intersection of Weir and Lee Avenues and continuing westwardly along a line which is an extension of the center line of Lee Avenue to its intersection with the former Marland Heights corporate line; thence southeastwardly and southwardly along the former Marland Heights corporate line to its intersection with Marland Heights Road; thence eastwardly along the center line of Marland Heights Road and on a line which is the eastward extension of Marland Heights Road to its intersection with Harm Creek; thence eastwardly along the center line of the meander of the Harmon Creek to its intersection with the Pennsylvania State line; thence northwardly along the Pennsylvania State line to its intersection with the Brooke and Hancock County line; thence westwardly along the Brooke and Hancock County line to a point which is the intersection of the southwardly extension of the Three Springs Cemetery Road and the Brooke and Hancock County line in the vicinty of the Weirton Airport; thence northwardly on the extended line of the Three Springs Cemetery Road and along the center line of the Three Springs Cemetery Road to its intersection with the Cove Road; thence westwardly along the center line of the Cove Road to its intersection with Greenbrier Road; thence northwardly along the center line of the Greenbrier Road to a point which is the intersection of an eastwardly extended line of the south boundary of the Haggerty subdivision with the Greenbrier Road; thence westwardly along this extended line and along the south line of the Haggerty subdivision to its point of intersection with the center line of South Eleventh Street; thence southwardly along the center line of South Eleventh Street to its intersection with the center line of Weir Avenue; thence southwardly along the center line of Weir Avenue to the point of beginning being the intersection of Weir and Lee Avenues. The above comprises Ward No. 3.

WARD 4.

Beginning at a point which is the intersection of the former Hollidays Cove corporate line and Marland Heights Road and extending southwardly along the former Hollidays Cove corporate line to its intersection with Bank Street, thence northwestwardly along a line which is a southwardly extension of Beaumont Drive; thence northwestwardly along the center line of Beaumont Drive to the intersection of Beaumont Drive and the former Marland Heights city line; thence southwestwardly along the former Marland Heights city line and an extension of the former Marland Heights city line to its intersection with the west bank of the Ohio River; thence southeastwardly along the west bank of the Ohio River to a point across from the intersection of Harmon Creek and the Ohio River; thence northeastwardly across the Ohio River to Harmon Creek; thence northeastwardly along the center line of the meander of Harmon Creek to a point which is the intersection of an extended line of Marland Heights Road with Harmon Creek; thence northwestwardly along this extended line and along the center line of Marland Heights Road to the point of beginning which is the intersection of Marland Heights Road and the former Hollidays Cove corporate line. The above comprises Ward No. 4.

WARD 5.

Beginning at a point which is the intersection of the Marland Heights Road and the former Hollidays Cove corporate line and extending northwestwardly along the Marland Heights Road to a point which is the intersection of an extended line of the former Marland Heights line and Marland Heights Road; thence northwardly along this extended line to the former Marland Heights city line and along the northern boundary of the former Marland Heights city line to the intersection of the extension of the former Marland Heights city line and the west bank of the Ohio River; thence southwardly along the meanders of the west bank of the Ohio River to a point which is the intersection of an extended line of the former Marland Heights city southeast line and the west bank of the Ohio River; thence northeastwardly along this extended line of the former Marland Heights city line and along the former Marland Heights city line to its intersection with Beaumont Drive; thence southeastwardly along the center line of Beaumont Drive and an extension of this line to the intersection of the former Hollidays Cove corporate line at Bank Street; thence northeastwardly along the former Hollidays Cove corporate line to the point of beginning which is the intersection of the Hollidays Cove corporate line and Marland Heights Road. The above comprises Ward No. 5.

WARD 6.

Beginning at a point which is the intersection of North Twentieth Street and Pennsylvania Avenue and extending northwardly along the center line of North Twentieth Street to its intersection with the north boundary of the Truax Addition; thence northwardly along an extended line from this intersection to a point which is the intersection of North 12th Street and Kings Creek; thence northwardly and westwardly along the center line of the meander of Kings Creek to a point which is the intersection of the northwardly extension of the center line of Pershing Avenue and Kings Creek; thence on an extended line southeastwardly to a point which is the northwest boundary of the Owings Addition at June

Street, thence southwestwardly and southwardly along the Weirton Steel line to the souther boundary of the Weirmont Plan; thence eastwardly along the southern boundaries of the Weirmont Plan to the intersection of South Eleventh Street; thence southwardly along the center line of South Eleventh Street to its intersection with the southern boundary of the Haggerty Addition; thence eastwardly along the southern boundary of the Haggerty Addition and on an extended line of this boundary to its intersection with Greenbrier Road; thence northeastwardly along the center line of Greenbrier Road to a point which is the intersectic of an extended line of the center line of Greenbrier Road with Pennsylvania Avenue in the vicinity of the northwest corner of the Belleview Plan of lots; thence northwestwardly along the center line of Pennsylvania Avenue to the point of beginning which is the intersection of North 20th Street and Pennsylvania Avenue. The above comprises Ward No. 6.

WARD 7.

Beginning at a point which is the intersection of Pennsylvania Avenue and North Twentieth Street and extending northwardly along the center line of North Twentieth Street to its intersection with the northern boundary of the Truax Addition; thence northwardly along an extended line of this intersection to the intersection of North 12th Street and Kings Creek; thence southeastwardly along the center line of the meander of Kings Creek to the Pennsylvania State line; thence southwardly along the Pennsylvania State line to its intersection with the Brooke and Hancock County line; thence westwardly along the Brooke and Hancock County line to a point which is the southwardly extension of the center line of the Three Springs Cemetery Road in the vicinity of the Weirton Airport; thence northwardly along the extended line which is the center line of the Three Springs Cemetery Road and along the center line of the Three Springs Cemetery Road to its intersection with the Cove Road; thence westwardly along the center line of the Cove Road to its intersection with the Greenbrier Road; thence northwardly along the center line of the Greenbrier Road and an extension of the Greenbrier Road to its intersection with Pennsylvania Avenue; thence northwestwardly along the center line of Pennsylvania Avenue to the point of beginni which is the intersection of Pennsylvania Avenue and North 20th Street. The above compri Ward No. 7.

SECTION 3. PURPOSES OF WARD DIVISION.

The foregoing division of the City into seven wards shall be for purposes of election and Council representation only, and shall not be construed as limiting or restricting the power of the governing body of the City to create other and different districts and divisions for purpose of zoning ordinances, building restrictions, fire and police protection, and other ordinances or regulations with respect to safety, recreation, traffic control, parking of vehicles, transportation, health, general welfare or other matters which are the proper subjects of Municipal action.

ARTICLE III
ADMINISTRATIVE AUTHORITIES AND OFFICES

SECTION 1. MUNICIPAL AUTHORITIES.

The Municipal authorities of the City of Weirton shall consist of a Mayor, to be elected at large from the City, and seven Councilmen, to be elected as hereinafter provided.

SECTION 2. ADMINISTRATIVE OFFICES.

(A) Offices. In addition to the Municipal authorities mentioned in the section above, the City shall have and there are created, the following Municipal offices:

(a) City Manager
(b) City Clerk
(c) Police Court Judge
(d) City Attorney
(e) City Treasurer and Auditor
(f) City Engineer
(g) City Physician and Health Officer
(h) Chief of Police
(i) Chief of Fire Department
(j) Recreation Director
(k) Building Inspector

and such other departments, commissions and boards as the governing body of the City may create by ordinance.

The City Council shall have the power to create additional administrative offices and to abolish any of the offices by it created.

(B) Appointment. The City Manager shall be appointed by the Mayor with the consent and approval of the Council; all other offices mentioned in Section 2-A of this section shall be filled and appointed by the Mayor upon the recommendation of the City Manager with the consent and approval of the Council. All appointments shall be for the duration of the term of the Council or unless sooner removed as hereinafter set forth. Whenever the Mayor shall fail to make any and all appointments under him, as are required to be made by him, for a period of thirty days from the time such appointment shall have been made, after having been requested by Council by resolution so to do, such appointment may be made by the Council. All appointed officers, other than the City Manager, must be residents of the City of Weirton for at least one year prior to their appointment and must continue to reside in the City for the duration of their term.

(C) Removal. All appointed officers may be removed from office by the Mayor, but in the event of such removal, the discharged officer may appeal to the Council, and if such an appeal is taken, Council shall hold a public hearing and the removal shall not be effective unless approved by two-thirds majority vote of the Council after such public hearing.

(D) Compensation. The City Manager and other administration officers holding offices created by Article III, Section 2 of this Charter, or which shall be hereafter created by the City Council, shall receive such salary, compensation and wages as the City Council shall from time to time by ordinance or resolution fix and prescribe.

SECTION 3. QUALIFICATIONS AND REQUIREMENTS.

Each candidate for Mayor or Councilman or to remain a Mayor or member of the City Council, shall

(A) Be a resident of the City of Weirton for at least five years prior to the election.

(B) Be a registered elector.

(C) Be a citizen of the United States for at least ten years.

(D) Be assessed and must have paid taxes on at least five hundred dollars worth of real or personal property for the year preceding his election to office.

(E) Not have been convicted under the laws of the State of West Virginia, or of the United States, of any offense involving malfeasance in public office, or a violatior of the registration or election laws.

(F) Not hold any other appointed or elected office in the City or County except as is hereafter set forth in this Charter.

(G) Not hold office as Councilman if he fails to attend Council meetings for a period of six months, or whose residence is changed to a point outside the ward for whic he has been elected.

(H) Any officer of the City who shall become or be directly or indirectly interested in any contract or in the profits to be derived therefrom with the Municipality shall forthwith forfeit his office; and in addition thereto, any such contract shall be voi and unenforceable against the City; and the acceptance by any officer of any interest in such contract or of any gift or gratuity from any person, firm or corporati dealing with the City which might influence the officer in the discharge of any duty shall disqualify the person forever from holding any office or employment in the government of the City of Weirton; and in addition, such person shall be subject to criminal prosecution under any ordinances of the City or laws of the State of West Virginia.

ARTICLE IV
MAYOR AND COUNCIL GENERALLY

SECTION 1. ELECTION AND TERM OF MAYOR; POWERS AND DUTIES.

The Mayor of the City shall be elected at large from the City, at the first regular Municipal election following the effective date of the adoption of this revised Charter of the City. The Mayor's term of office shall begin with the first day of the fiscal year immediately following such election, and shall continue for a period of four years. If a vacancy shall occur in the office of Mayor during such term, because of death, resignation incapacity or other cause or condition, the Council shall, by a majority vote of all its members, select one of its members to complete the unexpired term of the Mayor, and the vacancy in Council caused by such election, shall be filled in the same manner as any other vacancy in Council.

The Mayor shall be a member of the governing body of the City, shall preside at all meetings of the Council, and shall have a vote, in case of tie, in all such meetings with respect to all ordinances, resolutions and other matters being considered thereat. He shall be recognized as the chief executive of the City for all civil and ceremonial purposes, for all legal proceedings involving the City, including the service of process, and for acts

or transactions involving the preservation of law and order, and the application to the City of military law. In addition, he shall have and may exercise all such rights, powers and immunities as may be provided by the Charter, the general law of the State and the ordinances of the governing body, as well as such other rights, powers and immunities as may be reasonably appropriate to the performance of his duties as Mayor under the Charter or the general law of the State. He shall immediately, upon assuming office, at the first meeting of Council, or as soon thereafter as possible, appoint all officers with the consent and approval of the Council.

SECTION 2. ELECTION AND TERM OF COUNCIL.

The members of Council shall be elected from the several wards of the City, in the manner hereinafter provided, at the first regular Municipal election following the effective date of this revised Charter. Their term of office shall begin with the first day of the fiscal year immediately following such election, and shall continue for a period of four years. If a vacancy shall occur in Council during any such term, because of death, resignation, incapacity or other cause or condition, including the election of a member of Council to fill a vacancy in the office of Mayor, the remaining members of Council, by a majority vote, shall elect a qualified person from the proper ward to fill the vacancy. If such vacancy is not filled within a period of six weeks after the occurrence of the vacancy, Council shall cause a special election to be held in the ward within ninety days after the expiration of such six weeks period unless a regular election is scheduled to be held within one hundred twenty days after the expiration of such period, in which event, the vacancy shall be filled at such regular election. Any such election to fill a vacancy shall be held in the same manner and under the same procedure as any regular Municipal election, except that the successor elected shall take office immediately and hold office for the unexpired term of his predecessor.

SECTION 3. COMPENSATION.

The Mayor of the City shall receive a salary of five hundred dollars per year, and each member of the City Council shall receive a salary of one hundred dollars per year.

ARTICLE V
THE COUNCIL

SECTION 1. POWERS.

The Council shall have plenary power and authority therein by ordinance or resolution, as the case may require, so far as such power or authority is not in conflict with the Constitution and laws of the State or the United States, and, in addition, they shall exercise the following powers:

1. Survey. To have the City surveyed.
2. Streets, sidewalks, sewers, generally. To open, vacate, broaden, change grade of, grade and pave streets, sidewalks and gutters for public use, and to alter, improve, embellish and ornament and light the same, and to construct and maintain public sewers, laterals and sewerage disposal systems, and shall, in all cases, have power and authority to assess upon and collect from the property benefited thereby, all, or such part of the expenses thereof as shall be fixed by ordinance, except as hereinafter provided.

3. Regulation of use of streets, etc., generally; obstructions, pollution, litter. To have control of all streets, avenues, roads, alleys and grounds for public use in the City, and to regulate the use thereof and driving thereon, and to have the sar kept in good order and free from obstruction, pollution or litter on or over them
4. Bridges generally. To have the right to control all bridges within the City and tl traffic passing thereover.
5. Street names; renumbering of houses. To change the name of any street, avenu or road within the City, and to cause the renumbering of houses on any street, avenue or road therein.
6. Width of streets, etc. To regulate and determine the width of streets, sidewalk roads and alleys.
7. Curbing and paving of sidewalks and footways. To order and direct the curbing and paving of sidewalks and footways for public use in the City to be done and ke clean and in good order by the owners of adjacent property.
8. Abuse of animals. To prohibit and punish the abuse of animals.
9. Vagrants, beggars, prostitutes, etc. To restrain and punish vagrants, mendica beggars, tramps, prostitutes, drunken or disorderly persons within the City, an to provide for their arrest and manner of punishment.
10. Bringing person or animal afflicted with contagious disease into the City. To pr hibit by ordinance the bringing into the City of any person or animal afflicted wit contagious or infectious disease, and to punish any violator of said ordinance wh knows or has reason to believe such person or animal to be so afflicted.
11. Houses of ill fame, etc.; gaming houses; gaming. To suppress disorderly house of prostitution or ill fame, houses of assignation, and gaming houses or any part thereof, and to punish gaming.
12. Slaughterhouses, etc., generally. To prohibit within the City or within three miles thereof, slaughterhouses, soap or glue factories and houses of like kind.
13. Construction and repair of houses, etc., generally. To control the construction and repair of all houses, basements, walls, bridges, culverts and sewers, and to prescribe and enforce all reasonable regulations affecting the construction of the same, and to require permits to be obtained for such buildings and structure and plans and specifications thereof to be first submitted to the Building Inspecto
14. Construction, maintenance, etc., of ditches, drains, etc. To control the openin and construction of ditches, drains, sewers, cesspools and gutters, and to deepen, widen and clear the same of stagnant water or filth, and to prevent obstructions therein, and to determine at whose expense the same shall be done.
15. Public grounds, squares and parks generally. To acquire, lay off, appropriate and control public grounds, squares and parks, either within or without the City limits as herein defined.
16. Purchase, sale, etc., of public buildings and real estate. To purchase, sell, lease, build or contract for, take care and regulate the management of all public buildings, structures and real estate, including libraries and hospitals, deemed proper for use of the City.
17. Removal of unsafe walls or buildings; excavations. To cause the removal of unsa walls or buildings and the filling of excavations for the protection of the public.

18. Prevention of injury, etc., to business, etc., from anything dangerous, etc. To prevent injury or annoyance to the business of individuals from anything dangerous, offensive or unwholesome.
19. Intoxicating liquors. To prohibit the manufacture, transportation, possession, sale and keeping for sale of intoxicating liquors, except as the same may be authorized or permitted under the general laws of the State.
20. Abatement, etc., of things detrimental to health, morals, etc., of inhabitants of City. To define, prohibit, abate, suppress and prevent all things detrimental to the health, morals, comfort, safety, convenience and welfare of the inhabitants of the City and all nuisances and causes thereof, and to that end and thereabout to summon witnesses and hear testimony.
21. Quarantine. To declare and enforce quarantine against the introduction of any contagious or infectious disease prevailing in any other state, county or place, and of any and all persons and things likely to spread such contagion or infection.
22. Gunpowder, combustibles and dangerous articles. To regulate the keeping of gunpowder and other combustible or dangerous articles.
23. Explosives, firecrackers, fireworks; dangerous or annoying noises or performances. To regulate, restrain or prohibit the use of firecrackers or other explosives or fireworks, and all noises or performances which may be dangerous, annoying to persons, or tend to frighten horses or other animals.
24. Cemeteries and burial. To provide and maintain proper places for the burial of the dead and to regulate interments therein upon such terms and conditions as to price and otherwise as may be determined.
25. Trees. To provide for shade and ornamental trees and the protection of the same.
26. Division fences. To provide for the making of division fences.
27. Protection against fires. To make proper regulations for guarding against danger or damage from fires.
28. Maintenance of the poor. To provide for the poor of the City, and to that end, may contract with the proper authorities of Hancock County to keep and maintain the poor, or any number thereof, upon terms to be agreed upon.
29. Taxis, busses, streetcars, and railroad engines and cars. To make suitable and proper regulations in regard to the use of the streets and alleys for taxis, busses, streetcars, railroad engines and cars, and to regulate the running and operation of the same so as to prevent injury, inconvenience or annoyance to the public.
30. Prize fighting; cock and dog fighting. To prohibit prize fighting, cock and dog fighting.
31. Theatres, circuses, shows, etc. To license, tax, regulate or prohibit theatres, circuses, the exhibition of showmen and shows of any kind and the exhibition of natural or artificial curiosities, caravans, menageries, pictures, motion pictures and musical exhibitions and performances.
32. Further provisions as to construction, etc., of buildings. To regulate the construction, height and material used in all buildings and the maintenance and occupancy thereof.
33. Further provisions as to use of streets, etc. To regulate and control the use for whatever purpose of the streets and other public places.
34. Employment; compensation of employees. To create, establish, abolish and organize employments and fix the compensation of all employees of the City.

35. Fire companies and apparatus, etc. To organize and maintain fire companies and to provide necessary apparatus, engines and implements for the same.
36. Plumbing and electric wiring. To regulate and control the kind and manner of plumbing and electric wiring for the protection of the health and safety of the City.
37. Licensing, etc., of dogs and other animals. To license and tax dogs and other animals and regulate, restrain and prohibit them and all other animals and fowls from running at large.
38. Taxes for general and special purposes. To assess, levy and collect taxes for general and special purposes upon all the subjects or objects which the City may lawfully tax.
39. Assessments for local improvements. To levy and collect assessments for local improvements.
40. Bond issues. To borrow money on the faith and credit of the City by the issue and sale of bonds in the manner prescribed by law.
41. Appropriation of City money. To appropriate the money of the City for all lawful purposes.
42. Public works and improvements generally. To create, provide for, and regulate and maintain all things in the nature of public works and improvements.
43. Rules for transaction of business, etc. To adopt rules for the transaction of business and for its own regulation and government.
44. Promotion of general welfare and protection of persons and property. To promote the general welfare of the City and to protect the persons and property of citizens therein.
45. Weighing of produce, etc.; transportation of articles through streets. To regulate and provide for the weighing and inspection of produce and other articles sold in the City, and to regulate the transportation thereof, and other things, through the streets.
46. Licensing of business licensed by State. To have the sole and exclusive right to grant, refuse or revoke any and all licenses for the carrying on of any business within the City on which the State exacts a license tax.
47. Markets. To establish and regulate City markets and to prescribe the time for holding the same, and what shall be sold in such market, and to acquire and hold property for market purposes.
48. Placing of signs, etc., in or over streets or public grounds. To regulate or prohibit the placing of signs, billboards, posters and advertisements, in, on, or over the streets, alleys, sidewalks and public grounds of the City.
49. Preservation of peace, etc.; sale and use of certain drugs. To preserve and protect the peace, order and safety and health of the City and its inhabitants, including the right to regulate the sale and use of cocaine, morphine, opium and poisonous drugs.
50. Police, etc., regulations; exercise of police power. To make, enforce and provide local police, sanitary and other regulations, and fully exercise all lawful police powers.
51. City elections. To appoint and fix the place of holding City elections.
52. Gasworks, telephone plant and electric light works. To erect, own, lease, authorize or prohibit the erection of gasworks, telephone plant or electric light works in or near the City, and to operate the same and sell the products or services thereof and to do any and all things necessary and incidental to the conduct of such business

53. Purity of milk, meats and provisions. To provide for the purity of milk, meats and provisions offered for sale in the City, and to that end, provide for a system of inspecting the same and making and enforcing rules for the regulation of their sale, and to prohibit the sale of any unwholesome or tainted milk, meats, fish, fruit, vegetables, or the sale of milk containing water or other things not constituting a part of pure milk.
54. Inspection of dairies and slaughterhouses. To provide for inspecting dairies and slaughterhouses whether in or outside of the City, where the milk and meat therefrom are offered for sale within the City.
55. Ordinances and rules for protection of health, property, places of divine worship, etc. To prescribe and enforce ordinances and rules for the purposes of protecting the health, property, lives, decency, morality and good order of the City and its inhabitants, and to protect places of divine worship in and about the premises where held, and to punish violations of such ordinances even if the offense under and against the same shall constitute offense under the law of the State of West Virginia or the common law.
56. Working prisoners. To provide for the employment and safekeeping of persons who may be committed in default of the payment of fines, penalties or costs under this Charter, who are otherwise unable or fail to discharge the same, by putting them to work for the benefit of the City upon the streets or other places provided by the City, and to use such means to prevent their escape while at work as the Council may deem expedient; and the Council may fix a reasonable rate per day as wages to be allowed such person until the fine and costs against him are thereby discharged.
57. Compelling attendance of members at Council meetings. To compel the attendance at public meetings of the members of the Council.
58. Pollution of water supply. To prevent any person, association or corporation from polluting, in any manner, any pond, lake, basin, reservoir, stream, spring, creek or other body of water from which the City shall take water to be used for domestic purposes by the inhabitants thereof, or from casting into any such body of water, or on the bank thereof or in such proximity thereto that the same may enter therein any filthy, unwholesome or obnoxious substances, object or liquid, or anything whatsoever injurious to the health of the people of the City.
59. Other powers granted to municipalities by State Constitution or laws; how powers to be exercised. To exercise all other powers that now are or hereafter may be granted to the City of Weirton or to municipalities by the Constitution or the laws of the State of West Virginia; and all such powers, whether expressed or implied, shall be exercised and enforced in the manner prescribed by this Charter, or when not prescribed herein, in such manner as shall be provided by the ordinance or resolution of the Council.

The enumeration of particular powers of this Charter shall not be held or deemed to be exclusive, but, in addition to the powers enumerated herein, impliedly thereby, or appropriate to the exercise thereof, the Council shall have and exercise all other powers, which under the Constitution and laws of the State of West Virginia, it would be competent for this Charter specifically to enumerate.

SECTION 2. JURISDICTION; ENFORCEMENT OF ORDINANCES.

For all such purposes, the jurisdiction of the City shall, when necessary, extend for five miles beyond the corporate limits of the City, excepting any other municipal corporati or part thereof, within said five mile limit; however, in the erection and extension of waterworks, water mains, sewerage works and sewers, such powers may, without regard to whether or not such extension of powers is necessary to the reasonably efficient exercis of such powers within the corporate limits, be extended fifteen miles beyond the corporate limits and within the corporate limits of another municipal corporation if the latter, by ordinance, requests such extension; to excercise all other powers that now are or hereafte may be granted to the City of Weirton or to municipalities by the Constitution or the laws of the State of West Virginia; and all such powers, whether expressed or implied, shall be exercised and enforced in the manner prescribed by this Charter, or when not prescribed herein, in such manner as shall be provided by the ordinances or resolutions of the Counci The jurisdiction of all police officers shall extend to all parts of the City of Weirton, and t such other parts of Brooke and Hancock Counties, West Virginia as do not exceed five mile in distance from said City.

The Council shall provide for the enforcement of all ordinances by reasonable and proper penalties, consisting of fines or imprisonment or fines and imprisonment, with suitable rules and regulations for the enforcement of such penalties; provided, however, that in no event, except as hereinafter provided, shall imprisonment for a longer period than sixty days or a greater fine than five hundred dollars or both, be imposed for any one offense. Nothing herein shall limit or prevent the Council from providing penalties for violations of traffic laws equal to the penalties provided by the general laws of the State for like offenses constituting misdemeanors.

SECTION 3. ADDITIONAL POWERS.

The City also shall have all powers conferred upon it and granted by Chapter 8 of the Official Code; and Article 4, Chapter 8-A; and Sections 2 and 8, Article 5, Chapter 8-A of the Official Code; provided, however, that the enumeration of the powers therein mentioned shall not operate to exclude the exercises of other powers fairly incidental thereto or reasonably implied and within the purposes of the Official Code; and the provisions of said sections shall be given full effect without regard to the common law rule of strict construction.

ARTICLE VI
COUNCIL MEETINGS; ORDINANCES AND RESOLUTIONS

SECTION 1. ORGANIZATION AND REGULAR MEETINGS.

Council shall hold an organization meeting on the first Monday following the commencement of their terms of office and shall thereafter meet in regular session of the first Monda following the first Tuesday of each month at a time and place to be specified by ordinance or resolution of the governing body.

SECTION 2. SPECIAL MEETINGS.

Council may hold special meetings at the place selected for their regular meetings commencing at such hour as they determine. The special meetings shall be called by the City Clerk upon the written request of the Mayor or of three members of Council. At least two days' written notice of the time, place and purposes of the special meetings shall be given to each member of Council and the Mayor by mail or manual delivery to the person or the person's residence, and the meeting may not consider or act upon any subject not specifically mentioned in such notice.

SECTION 3. RULES OF ORDER AND PROCEDURE.

Council shall determine its own rules of order and procedure, shall keep and preserve minutes of its meetings and other acts, and shall act only by ordinance and resolution. Ordinances shall be required in any matter as which there is a specific provision of the general law of the State to such effect.

SECTION 4. ORDINANCES AND RESOLUTIONS GENERALLY.

No ordinance shall be enacted except upon two readings thereof at separate regular or special meetings (which need not be consecutive) with at least one week intervening between the meetings; provided, however, that at any regular or special meeting of Council, with all members present, an emergency ordinance may be passed at one reading by a unanimous vote of the members of Council declaring the same to be an emergency ordinance. In all cases where it is required by the general law of the State, a proposed ordinance shall be published, as required by law, at least ten days before final passage, and any interested party shall have the right to appear and be heard with respect to the proposed ordinance at a meeting of Council before such final passage. No material amendment may be made in a proposed ordinance after its publication. In addition, Council may also determine, by a majority vote of all the members then in office that ordinances and resolutions with respect to particular subjects (other than those as to which publication is required by law) shall be advertised and that resolutions with respect to particular subject shall not be adopted without a second reading; any resolution containing such a determination shall not be rescinded except by the majority vote of all the members of Council then in office.

SECTION 5. QUORUM; CONFLICT OF INTEREST.

A majority of the members of Council then in office shall constitute a quorum, but a less number may adjourn any meeting from day to day until a quorum has been secured and may take action to insure the attendance of a quorum. Unless a larger vote is required by this Charter or the general law of the State, Council shall act by a majority of those present, if there is a quorum, but a motion to adjourn or to compel the attendance of absent members may be adopted by a majority of those present at any lawful meeting, despite the absence of a quorum. If a member of Council is personally interested in any matter being considered by Council, he may not vote or particiate in the meeting, but he may be counted in determining whether or not there is a quorum present at the meeting.

SECTION 6. MEETINGS OPEN TO PUBLIC.

Regular meetings of Council shall be open to the public and the minutes of any meeting, regular or special, shall be open to inspection by the public.

SECTION 7. INTRODUCTION OF ORDINANCES AND RESOLUTIONS.

Ordinances and resolutions shall be introduced into Council only in written or printed form. All ordinances, except ordinances making appropriations and ordinances codifying or rearranging existing ordinances or enacting a code of ordinances, shall be confined to one subject, and the subject or subjects of all ordinances shall be clearly expressed in the title. Ordinances making appropriations shall be confined to the subject of appropriations.

SECTION 8. EFFECTIVE DATE OF ORDINANCES AND RESOLUTIONS.

Ordinances making the annual tax levy, appropriation ordinances, ordinances and resolutions pertaining to local improvements and assessments, ordinances and resolutions providing for or directing any investigation of City affairs, resolutions requesting information from administrative officers or directing emergency measures, shall take effect at the time indicated therein. Except as otherwise prescribed in this Charter or the general law of the State, all other ordinances and resolutions shall take effect at the time indicated therein, but not less than thirty days from the date of their passage.

ARTICLE VII
OFFICERS AND EMPLOYEES

SECTION 1. CITY MANAGER.

The administration of the business and financial affairs of the City shall be under the supervision and control of a City Manager.

1. Appointment. He shall be appointed by the Mayor with the consent and approval of the Council at the first meeting of the Council or as soon thereafter as possible.

2. Qualifications. The City Manager need not be a resident of the City or the State of West Virginia, but he must be a citizen of the United States, and he must have had at least two years of experience in municipal administration or two years of education in municipal administration or its equivalent in a college or other institute of higher learning.

3. Powers and duties. The powers and duties of the City Manager are, as follows:

   (a) He shall supervise, control and direct the affairs and business of all of the administrative offices created in Article III, Section 2 of this Charter or which shall hereafter be created by Council under the authority therein contained.

   (b) He shall employ and discharge, at will, all other employees of the City except administrative officers and employees in the Police Department and Fire Department.

   (c) He shall attend all meetings of Council, and shall recommend to Council, for adoption, such measures and resolutions as he may deem expedient.

   (d) He shall employ competent experts to advise with him in planning the improvements of public works, streets, sewers, etc.

   (e) He shall supervise, improve, protect and maintain City property and equipment; purchase, lease and dispose of City properties, supplies and equipment; supervise the operation of the various heads of the City; and make rules and regulations for the efficient and economical operation thereof.

(f) He shall act as purchasing agent and purchase supplies and materials, etc., but, however, he shall not make any contract or purchase involving an expenditure in excess of five hundred dollars without first obtaining the consent of Council so to do. All supplies and materials purchased by the City in excess of one thousand dollars shall be purchased on competitive bids. All proposals for such shall be upon precise specifications and notice of the requirements of the City shall be given to dealers in supplies and materials of the kind required, who, by reason of location, are best able to furnish the same at the lowest price. All purchases shall be ordered by the City Manager and only on approval of the Council shall payment be made.

(g) He shall make and execute, on behalf of the City, all writings, contracts, deeds and agreements, the making of which shall be authorized by the Council or by any ordinance, resolution or statute, and, in general, exercise all the powers of the City which are not specifically conferred upon any other officer or the governing body of the City by this Charter or the general law of the State.

(h) He shall prepare and submit to the Council the proposed annual budget, and prepare and make recommendation, by a monthly budget report, to the Mayor and Council with respect to financial and fiscal policies.

SECTION 2. CITY CLERK.

The City Clerk shall devote full time to his office and shall not engage in any other occupation or hold any other office, and, in addition, he shall exercise the following powers:

(A) He shall attend all meetings of the Council and keep in a proper minute book a record of its proceedings, and sign the record of each said proceeding.

(B) He shall keep a complete record of all ordinances, resolutions and acts of the City Council. He shall enter in a separate volume all ordinances of a general nature, a violation of which shall subject any person to any penalty and carefully index the same. All ordinances providing for the issuing of bonds, the creation of a debt, the construction of any public improvement, or of any local or temporary nature shall be entered in a separate volume by the City Clerk and carefully indexed. He shall keep complete books of account showing all financial transactions of the City and of each department, all receipts, expenditures made by the City, the sources of all income and the purposes of all expenditures. He shall enter in the Municipal assessment docket all special assessments made for public improvements, showing the name of the owner of the property, the particular property on which the assessment is levied, the date of the entry, and the minute book and page showing the entry of the ordinance or resolution creating the assessment, and the maturing time of the assessment. When and as the installments upon principal and interest on each assessment shall be paid, he shall enter such payments showing the amount paid upon principal, the amount of interest, under the heading and in the account of such special assessment. When the special assessment, principal and interest shall have been paid in full, he shall make an entry in red ink on the face of the account showing that the special assessment is fully satisfied and paid. He shall make out all vouchers and pay rolls of the City, and shall do and perform all other duties which may be required of him by the Council by any ordinance or resolution.

(C) He shall prepare and cause to be served all notices required to be given to any person, firm or corporation, and after proper service and return thereof of any notice, he shall file and preserve the same.

(D) He shall file in convenient form so as to be readily accessible all correspondence carried on by the City or by any department thereof, and, as custodian of all the books, records and proceedings of the Council, he shall make and certify copies thereof whenever required and affix the Corporate Seal of the City to any paper required to be sealed and to any certified copy of any paper, order or proceeding which he may make.

A copy of any record, paper, entry, order, ordinance, resolution or proceeding made by the Council, or by the Police Court Judge when properly certified under the Seal of the City, shall be admissible as evidence in any court in the State in any proceeding in which the original paper or record, if present, would be admissible.

Unless otherwise provided by Council, the office of the City Clerk shall be kept open by the City Clerk or by some deputy or assistant, on each secular day from nine a.m. until five p.m. for the transaction of the public business.

SECTION 3. POLICE COURT; POLICE COURT JUDGE.

There shall be a Police Court which shall be presided over by a Police Court Judge.

(A) He shall have charge of and preside over the Municipal Court of the City. He shall have power to summon witnesses for the trial of any case before him; to compel the attendance of police officers of the City; to require of said police officers the enforcement of any order or judgment entered or rendered by him under the power herein given said Police Court Judge; and to issue executions for all fines, penalties and cost imposed by him. In the discharge of his duties and in the trial of cases, the Police Court Judge shall, insofar as practicable, follow the rules or proceedings of the courts of the State of West Virginia which exercise jurisdiction in criminal cases. All cases for alleged ordinance violations shall be tried by the Police Court Judge without a jury. He shall be ex officio a justice and a conservator of the peace with authority to issue process for all offences committed within the police jurisdiction of the City of Weirton.

(B) He shall issue warrants upon complaint under oath of any person or officer for the arrest of anyone charged with the violation of any ordinance of the City, or on a State warrant as ex officio justice of the peace.

(C) He shall keep a record of all warrants issued by him, of all persons arrested and brought before him and of all trials, fines or sentences imposed or judgments entered by him in a wellbound book to be known as the Police Court Docket. A record of the entries made each day in said Docket shall be signed by the Police Court Clerk or the Police Court Judge at the close of the day. An appeal shall lie to the circuit court or to the criminal court of Hancock or Brooke County from all judgments of the Police Court Judge wherein and in the manner an appeal from the judgment of a Mayor of a City is allowed by law.

(D) He shall exercise the power to punish within the limits prescribed by the ordinances of the City or by the laws of the State of West Virginia applicable to the City and not in conflict with this Charter.

In the absence or the disability of the Police Court Judge, his powers, functions and duties may be assigned, by the City Manager, to the City Attorney, to act as Police Court

Judge, but any such assignment shall not be for a period of more than thirty days.

SECTION 4. CITY ATTORNEY.

The City Attorney shall be a resident of the City of Weirton and a member of the Bar of Hancock or Brooke County in good standing, and shall perform and discharge all duties and exercise all powers which shall be conferred upon him by any ordinance or resolution of the City Council, and, in addition, he shall exercise the following powers:

(A) Be the legal adviser of the Attorney and Council for the City and for all of the administrative officers thereof, in respect to their official duties.

(B) Prosecute and defend all suits for or against the City, and prepare all contracts, bonds or other writings in which the City is concerned, and endorse on each, his approval of the form and correctness thereof.

(C) Be prosecuting attorney of the Police Court and prosecute all cases brought before such court, and perform the same duties so far as they are applicable thereto as are required of the prosecuting attorney of the County.

(D) The City Council and all administrative officers of the City may require the opinion of the City Attorney upon any question of law involving their respective powers and duties, and he shall furnish the same in writing.

(E) Apply in the name of the City to a court of competent jurisdiction for an order of injunction restraining the misapplication of funds of the City or the abuse of its corporate powers, or the execution or performance of any contract made on behalf of the City in contravention of law, or which was procured by fraud or corruption.

(F) When an obligation or contract made on behalf of the City granting a right or easement, or creating a public duty, is evaded or violated, the City Attorney shall require the specific performance of the duty by any administrative officer by application for a writ of mandamus to a court of competent jurisdiction.

The City Manager or City Council, whenever the exigencies of the business of the City require such action shall have the right to employ special counsel to assist the City Attorney.

SECTION 5. CITY TREASURER AND AUDITOR.

The City Treasurer and Auditor shall have the powers and duties herein set forth:

(A) Establish and maintain all accounts and accounting records of the City government, including the accounting records of other departments.

(B) Supervise and record the collection of revenues.

(C) Verify and approve disbursements.

(D) Prepare and submit to the Mayor, City Manager and Council such financial and fiscal reports as may be required.

(E) Prepare and submit to the City Manager such information as he may require for the preparation of the proposed annual budget.

SECTION 6. CITY ENGINEER.

The City Engineer shall be a competent civil or mechanical engineer and currently registered in the State as a professional engineer, and shall discharge all duties and exercise all powers which shall be conferred upon him by an ordinance or resolution of the City Council and, in addition, he shall exercise the following powers:

(A) Design, construct, maintain and repair City buildings, streets, roads, sidewalks, sewerage systems, lighting systems, water-supply systems, sanitary facilities, fire and police alarms, garbage-disposal facilities, bridges, culverts, tunnels and all Municipal improvements, equipment and facilities.

(B) Provide and maintain inspection services for the enforcement of City ordinances relating to zoning, and the construction and repair of buildings.

(C) Advise and assist the City Planning Commission and any zoning commission or zoning board of adjustments which may be created by the City.

(D) Establish and maintain records relating to the construction and maintenance of public buildings and facilities and public planning. The City Manager or City Council whenever the exigencies of the business of the City require such action shall have the right to employ engineers to assist the City Engineer.

SECTION 7. CITY PHYSICIAN.

The City Physician shall be a member of the medical profession in good standing, and shall discharge all duties and exercise all powers which shall be conferred upon him by any ordinance or resolution of the City Council or by State law, and, in addition, he shall exercise the following powers:

(A) Establish and maintain a health center.

(B) Establish regulations and procedures for quarantines, the control of disease carriers, and the prevention of infectious and contagious diseases.

(C) Provide for public nursing services.

(D) Provide and maintain services for the inspection of food products, beverages and drugs, and of places in which food products, beverages and drugs are produced, processed, stored, handled, distributed or sold.

(E) Maintain records of diseases and other matters relating to the public health.

The office and department herein provided for may be eliminated if the Council determines that reasonably satisfactory public health and nursing services can be obtained from the State county health authorities, or if a joint City and County public health department is established.

SECTION 8. CHIEF OF POLICE.

The Chief of Police shall discharge such duties as may be required of him by ordinance or resolution of Council or by State law, and, in addition, he shall exercise the following powers:

(A) See to the preservation of peace and order throughout the City, and the protection of property in and throughout the City, and, to that end cause all violators of City ordinances to be apprehended.

(B) Supervise and control the Police Department, and require of all members of the police force, the proper discharge of their respective duties.

(C) Maintain proper records of criminal acts, criminals and arrests.

(D) Cause to be served and executed any criminal process issued by any court of competent jurisdiction in the City.

SECTION 8-A. POLICE OFFICERS.

The City shall have such number of police officers as the City Manager may deem sufficient, within the limits of the appropriation for Police Department salaries, who shall receive such salaries as may be fixed by law and appropriation. The appointment, promotion, demotion, tenure of office and removal of all such officers shall be governed by the civil service system, now in effect.

SECTION 9. FIRE CHIEF.

The Chief of the Fire Department shall have general supervisions and control of the property and appliances of the City to be used for the prevention and extinguishing of fires, and, in addition, he shall exercise the following powers:

(A) Combat fires within the City limits.
(B) Inspect and abate fire hazards.
(C) Prevent the occurrence of fires.
(D) Maintain records of fires and related matter.
(E) Discharge of all of the duties which may be imposed upon him by any ordinance or resolution adopted or passed by the City Council or by State law.

SECTION 9-A. FIRE DEPARTMENT; VOLUNTEER FIRE DEPARTMENT SYSTEM.

The Fire Department shall be divided into as many companies as the Council may deem necessary, each of which shall have a battalion chief and a captain, to be selected in accordance with the rules and regulations of the particular company. The Fire Department shall also have such paid drivers and employees within the limits of the appropriation for the Fire Department as the City Manager may determine to be necessary for the efficient operation of the department, the maintenance of the alarm system and other equipment, and the inspection of fire hazards, etc., who shall receive such salaries as may be fixed by law and the appropriation. The appointment, promotion, demotion, tenure of office and removal of all such officers shall be governed by the civil service system, now in effect.

The City may utilize a volunteer fire department system to supplement the paid Fire Department members.

SECTION 10. BUILDING INSPECTOR.

The Building Inspector shall be a competent person for the duties of his office. He shall not, during his term of office, be engaged in or interested in the building business in any pecuniary way or manner, and, in addition, he shall exercise the following powers:

(A) He shall see that the ordinances of the City and the laws of the State, concerning buildings, are enforced.
(B) He shall issue permits on applications for new construction, remodeling or alterations when authorized to do so by the City Manager.
(C) He shall perform such other duties as the Council may from time to time direct by ordinance or resolution.

SECTION 11. CITY RECREATION DIRECTOR.

The City Recreation Director shall have the powers and duties herein set forth:

(A) Supervise, manage and control all Municipal public parks, parkways, playgrounds, athletic fields, stadiums, swimming pools, skating rinks, and other recreation

facilities of all kinds, used as a part of the recreation system, or as a means of maintaining places of beauty, education and recreation, promoting the health, property and lives of the general public, particularly the inhabitants of the City of Weirton, West Virginia.

(B) To keep in good order and repair the land, buildings, and other recreational facilities.

(C) To do any and all acts which in any way may be necessary to the use and enjoymen of the recreation facilities by the general public as a place for entertainment or recreation.

(D) He shall perform such other duties as the Council may from time to time direct by ordinance or resolution.

SECTION 12. DEPARTMENTS, COMMISSIONS AND BOARDS.

The powers, functions, rights, privileges and immunities of the departments describec in Article III, Section 2, and of any other departments, commissions and boards created by ordinance pursuant to Article III, Section 2, or otherwise, shall be defined by the goverr ing body of the City within the limits of this Charter and the general laws of the State. Supplies and personnel for the various departments, commissions and boards shall be provided by the City Manager within the limits of the appropriations therefor. Except as expressly provided in this Charter or in the general law of the State, no full-time officer or employee of the City may hold any other office or position (except an honorary one) with the City, the State or the United States, or any department, commission, board or instrumentality of any thereof; provided, however, that (a) the City Clerk may also act as Chief Clerk of the Accounting and Treasury Department; (b) the City Manager may assign any City employee to perform services for two or more City departments, commissions and bureaus; (c) any City official or employee may also act as a volunteer fireman; and (d) if and so long as the governing body of the City so directs, the City Manager shall perform the functions and have the powers, duties and immunilites of the head of the Health Department, the Public Works Department and any other department, board or commission created by ordinance pursuant to Article III, Section 2.

SECTION 13. OATH OF OFFICE.

All officers elected and appointed shall, before assuming his duties to which he has been elected or appointed, take and subscribe an oath or affirmation to support the Constitution of the United States and the State of West Virginia, and to perform faithfully, honestly and impartially the duties of his office to the best of his skill and judgment, which oath shall be filed with the City Clerk.

SECTION 14. BONDS.

The Council may require bond from any officer or employee which shall be approved as to form by the City Attorney. No officer or employee of the City of whom a bond is required shall enter into the discharge of his official duties or of the duties which he is employed to discharge until his bond has been duly filed and approved. Such bond shall be in the penalties sufficient in the opinion of the City Council to secure the City against any loss and shall be made payable to the City of Weirton.

ARTICLE VIII
NOMINATIONS AND ELECTIONS

SECTION 1. ELECTION REQUIREMENTS.

All elections for members of Council and the Mayor shall be conducted by the election authorities prescribed by the general election laws of the State, and the provisions of such general election laws shall apply to all such elections except as may be otherwise provided in this Charter. The duties imposed by such general election laws upon county clerks and circuit clerks shall devolve upon the City Clerk, and the duties imposed by such laws upon the county courts shall devolve upon the governing body of the City, which shall also have the power, by ordinance, to make such rules and regulations, not inconsistent with such laws or with this Charter, as may be deemed necessary or appropriate to provide for the regular and orderly conduct of such elections and the correct determination of the results thereof and for the prevention of fraud. Commissioners of election and poll clerks shall be appointed without regard to political party affiliation.

The registration of voters for City elections shall be done in the manner provided by the general laws of the State pertaining to the registration of voters for Municipal elections; provided, however, that the registration lists for Municipal elections shall not make any reference to the political party affiliations of the registered voters.

Regular Municipal elections shall be held on the first Tuesday in June in the year one thousand nine hundred and fifty-one, and on the first Tuesday in June in each succeeding fourth year. Persons elected at such elections shall hold office for terms of four years beginning on the first day of the fiscal year of the City following the election.

SECTION 2. NOMINATIONS.

Candidates for the offices of member of Council and Mayor shall be nominated at a primary election to be held on the first Tuesday in May preceding the regular election. Any person desiring his name to appear on the ballot as a candidate for any such offices at such primary election shall file, with the Clerk Clerk, on or before March 31 preceding such primary election date, a statement of his candidacy in substantially the following form:

Original charter states 10 days prior

STATE OF WEST VIRGINIA,
COUNTY OF HANCOCK (OR BROOKE), to-wit:

I, ..., being first duly sworn, according to law, do hereby declare that I reside at ....., Weirton, West Virginia; that I am a candidate for nomination to the office of (Mayor, or member of council for the .....Ward of the City of Weirton) at the primary election to be held on May ....., 19.....; that I desire my name to be included on the printed ballot for such election and that I will be able to fulfill all of the requirements for eligiblity to the foregoing office, if elected.

.....
Signature

Sworn to and signed before me this ..... day of ..... 19.....

.....
Notary Public

At the time of filing such statement, the candidate shall pay to the City Clerk, a filing fee of one hundred dollars ($100.00) if the office he is seeking is that of Mayor, or a

filing fee of fifty dollars ($50.00) if the office he is seeking is that of Councilman. These fees shall be used to defray the cost of printing the ballots and of other election expenditures.

As soon as the time for filing statements of candidacy shall have terminated, the City Clerk shall examine the same and prepare the ballots for the several wards (which shall be printed and bear the facsimile signature of the City Clerk) containing the names of those candidates whose statements of candidacy are in proper form. Such ballots shall be in substantially the following form, with an appropriate designation of the particular ward:

CITY NOMINATING ELECTION

May..... 19.....

Ballot for the nomination of candidates for the offices of mayor and members of council of the city of Weirton.

Place a cross (x) in the squares opposite the names of the persons for whom you wish to vote. If you wish to vote for any other qualified person or persons, you may write in their names in the blank spaces. Do not vote for more than the number indicated. If you vote for more than the number indicated or if you place any mark or writing on your ballot other than crosses (x's) or the names of qualified persons not named on the ballot for whom you desire to vote, your ballot will be void. If you spoil this ballot, tear it across once and return it to the election officer, who will issue a new ballot to you.

FOR THE OFFICE OF MAYOR

(Vote for Two)

Names of Candidates	Vote by X
.....	( )
.....	( )

FOR MEMBER OF COUNCIL FROM THE WARD

(Vote for Two)

Names of Candidates	Vote by X
.....	( )
.....	( )

No political party designations or other identifying marks shall appear on the ballot. Names of candidates shall be arranged in the alphabetical order of their surnames. If there shall be only one candidate for any particular office, only his name shall appear on the ballot, but in all cases, the ballot shall provide, as to each office to be filled, appropriate spaces in which the voter may write in the names of qualified persons for whom he desires to vote.

As soon as the polls at the primary elections shall have closed, the election boards in each precinct shall count the ballots and tabulate the results. The ballots and returns of the election boards shall be filed with the City Clerk before noon, Eastern Standard Time, on the day following the day of the primary election. As soon as all of such returns shall have been filed, the Council shall canvass the same, at a public meeting, and make a written certificate of the results, which certificate shall be signed by all of the members of Council present at the meeting and shall be attested by the City Clerk. The Council shall also cause such certificate to be published in a daily newspaper of general circulation on the second day following the day of the primary election.

The two candidates receiving the highest number of votes for nomination to the office of Mayor, and the two candidates receiving the highest number of votes for nomination to the office of member of Council for each ward shall be declared to be the nominees for the particular offices, and their names shall appear as such nominees on the ballots for the succeeding general election; if any nominee so selected shall die, withdraw or become ineligible before the general election, the person receiving the next highest number of votes shall be declared the nominee. Ties shall be determined by lot at a public meeting of Council, at which the tying candidates shall be entitled to be present. If only one candidate is nominated for any office, only his name shall appear upon the ballot for the general election. (Ord. 251. Passed 3-29-71; Ord. 244. Approved by voters 5-7-71; (Ord. 836. Passed 6-26-87.)

SECTION 3. BALLOTS.

In the general election, the Mayor shall be elected at large from the nominees for such office, and the members of Council shall be elected by qualified voters in each ward from the nominees for such office in the particular ward. The City Clerk shall prepare the ballots for the several wards (which shall be printed and bear the facsimile signature of the City Clerk) containing the names of the appropriate nominees, which ballots shall be in substantially the following form, with an appropriate designation for the particular ward:

REGULAR CITY ELECTION

June....., 19.....

Official ballot for the election of candidates for the offices of mayor and members of council of the City of Weirton

Place a cross (x) in the squares opposite the names of the persons for whom you intend to vote. If you wish to vote for any other qualified person or persons you may write in their names in the blank spaces. Do not vote for more than one person for each office. If you vote for more than one person for each office or if you place any mark or writing on your ballot other than crosses (x's) or the names of qualified persons not named on the ballot for whom you desire to vote, your ballot will be void. If you spoil this ballot, tear it across once and return it to the election officer, who will issue a new ballot to you.

FOR THE OFFICE OF MAYOR

Vote For One	Vote by X
.....	( )
.....	( )
.....	( )

FOR MEMBER OF COUNCIL FROM THE WARD

Vote For One	Vote by X
.....	( )
.....	( )
.....	( )

No political party designations or other identifying marks shall appear on the ballot. Names of candidates shall be arranged in the alphabetical order of their surnames. In all cases, the ballot shall provide, as to each office to be filled, an appropriate space in which the voter may write in the name of a qualified person for whom he desires to vote.

As soon as the polls at the regular election shall have closed, the election boards in each precinct shall count the ballots and tabulate the results. The ballots and the returns of the election boards shall be filed with the City Clerk before noon, Eastern Standard Time, on the second day following the regular election. As soon as all of such returns

have been filed, the Council shall canvass the same, at a public meeting, at which all candidates shall be entitled to be present and be represented by their attorneys and agents and make a written certificate of the results, which certificates shall be signed by all the members of Council present at the meeting and shall be attested by the City Clerk. The Council shall also cause such certificate to be published in a daily newspaper of general circulation on third day following the day of the regular election.

The candidates receiving the highest number of votes for each office to be filled shall be declared elected to such offices. Ties shall be determined by lot at a public meeting of Council, at which the tying candidates shall be entitled to be present.

SECTION 4. POLLING PLACES; ELECTION BOARDS.

At each City election, there shall be three precincts, or more, if Council deems necessary, in each ward, and each precinct shall have a polling place, selected by Council, which shall be as centrally located as possible and of sufficient size to accommodate the registered voters in the precinct. There shall be a five (5) member election board for each precinct, who shall be appointed by Council, and each of whom shall receive a fee of thirty five dollars ($35.00) for each election, to be paid by the City. In addition, at any City election, any three candidates for Council and any candidate for Mayor, who shall file a written designation with the City Clerk at least ten days before the election date, shall be entitled to designate one person for each polling place to act as watcher or challenger. Any person so designated may be compensated by the candidate or candidates designating him at a rate not to exceed twenty-five dollars ($25.00) and shall have all the rights, powers and privileges provided for watchers and challengers by the general law of the State, and shall be entitled to remain in the polling place until the ballots have been counted and the ballot boxes have been sealed and taken into custody by the election board. After the ballots shall have been counted, the election board shall place them in the ballot box, which shall be sealed and delivered to the City Clerk. The ballots for a primary election shall be preserved by the City Clerk until the next succeeding primary election, and ballots for a regular election shall be preserved by him until the next succeeding regular election.
(Ord. 829. Passed 4-21-87.)

ARTICLE IX
EFFECTIVE DATE

SECTION 1. EXCEPTIONS; CONTINUATION OF OFFICES.

All the provisions of this revised Charter shall become in force and effect upon the adoption of the Charter by majority vote of the people of the City of Weirton at an election called for said purpose by ordinance and resolution of the Council. Excepting, that those provisions in this revised Charter pertaining to the changing of the Wards, from five to seven and the number of Councilmen to be increased from five to seven shall not become into force and effect until the first day of April, 1951, so that the necessary Councilmen can legally be nominated and elected for the designated seven wards.

All officers elected under the present Charter shall continue in office until July 1, 1951, or until their successors are legally elected and qualified, and they shall exercise all the powers conferred upon them by the Charter and general law.
(EDITOR'S NOTE: "Present Charter" as used in the above section refers to the 1925 Charter of the City of Holliday's Cove, as amended.)

ORDINANCE NO.: 1355

CHARTER AMENDMENT ORDINANCE

AN ORDINANCE OF THE CITY OF WEIRTON, WEST VIRGINIA PROVIDING FOR PROPOSED CHARTER AMENDMENTS, WHICH CHARTER AMENDMENTS WOULD AMEND "ARTICLE VIII: NOMINATIONS AND ELECTIONS" TO CHANGE THE CITY'S MUNICIPAL GENERAL ELECTION TO THE SECOND TUESDAY IN JUNE AND, AS WELL, TO CHANGE THE CITY'S MUNICIPAL ELECTION PROCEDURES TO CONFORM AND COMPLY WITH THE MUNICIPAL ELECTION PROCEDURES ESTABLISHED BY THE STATE OF WEST VIRGINIA.

WHEREAS, West Virginia Code § 8-4-8 provides, inter alia, that whenever the governing body of any city shall deem it expedient to amend the Charter of such city it shall, by Ordinance, set out in its proper record book the proposed amendment or amendments in full; and

WHEREAS, the City Council of the City of Weirton, West Virginia deems it expedient to amend "Article VIII: Nominations and Elections" of the Charter of the City of Weirton so as to change the City's municipal general election to the second Tuesday in June and, as well, to change the City's municipal election procedures to conform and comply with the municipal election procedures established by the State of West Virginia.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Weirton, Brooke and Hancock Counties, West Virginia as follows:

1) That "Article VIII: Nominations and Elections" of the Charter of the City of Weirton, West Virginia shall be, and hereby is, amended as follows:

ARTICLE VIII: ELECTIONS

SECTION 1. ELECTION REQUIREMENTS.

All elections for members of Council and the Mayor shall be non-partisan and shall be conducted by the election officials prescribed by the election laws of the State of West Virginia, and the provisions of such election laws shall apply to all elections held in the City of Weirton. The duties imposed by such election laws upon County Clerks and Circuit Clerks shall devolve upon the City Clerk, and the duties imposed by such laws upon the County Commissions shall devolve upon the governing body of the City, which shall also have the power, by Ordinance, to make such rules and regulations concerning elections, not inconsistent with such state election laws or with this Charter, as may be deemed necessary or appropriate to provide for the regular and orderly conduct of municipal elections and the correct determination of the results thereof and for the prevention of fraud.

The registration of voters for City elections shall be done in the manner provided by the election laws of the State of West Virginia pertaining to the registration of voters for municipal elections; provided, however, that the registration lists for municipal elections shall not make any reference to the political party affiliations of the registered voters.

SECTION 2. PRIMARY ELECTIONS.

Candidates for the offices of member of Council and Mayor shall be nominated at a municipal primary election. The date of the City of Weirton's municipal primary election shall be established by Ordinance. In the municipal primary election, qualified voters shall vote at large from the nominees for Mayor. In regard to members of Council, qualified voters in each ward shall vote from the nominees for such office in the particular ward. The municipal primary election ballot shall permit the voter

two (2) candidates for Councilperson for the voter's respective ward. The two (2) candidates receiving the highest number of at-large votes for nomination to the office of Mayor, and the two (2) candidates receiving the highest number of votes for nomination to the office of member of Council for each respective ward, shall be declared to be the nominees for those particular offices, and their names shall appear as such nominees on the ballots for the succeeding municipal general election.

Any candidate who desires to run for Mayor or member of Council in the City of Weirton shall file a certificate of announcement and shall pay a filing fee. Candidate filing fees for City of Weirton elected offices shall be established by Ordinance.

SECTION 3. GENERAL ELECTIONS.

The City of Weirton's municipal general election shall be held on the second Tuesday in June commencing in the year 2003, and on the second Tuesday in June in each succeeding fourth year thereafter. In the municipal general election, the Mayor shall be elected at-large by qualified voters from the nominees for such office, and the members of Council shall be elected by qualified voters in each ward from the nominees for such office in the particular ward. The municipal general election ballot shall permit the voter to vote for one (1) at-large candidate for Mayor and, as well, for one (1) candidate for Councilperson for the voter's respective ward. The candidates receiving the highest number of votes for each office to be filled shall be declared elected to such offices. Persons elected at such municipal general elections shall hold office for terms of four (4) years beginning on the first day of the fiscal year of the City of Weirton immediately following such municipal general election.

SECTION 4. ELECTION PROCEDURES.

The City of Weirton's municipal election procedures shall conform and comply with the municipal election procedures established by the State of West Virginia. The City of Weirton shall follow and utilize the most current Municipal Election Procedures Guide issued periodically by the West Virginia Secretary of State's Office, and/or any supplement and/or any similar publication pertaining thereto, in regard to all elections held in the City of Weirton. Provided, however, that, in regard to any matter which is not dictated by state election laws, or in regard to any matter which is not specifically covered by the aforesaid Municipal Election Procedures Guide, or in regard to any matter which said Municipal Election Procedures Guide leaves to the discretion of the City, City Council may, in its discretion, adopt Ordinances from time to time to change, alter, amend, improve, and/or facilitate election procedures in the City of Weirton.

SECTION 5. BALLOTS AND VOTING METHODS

Any ballot utilized in any City of Weirton municipal primary or general election shall comply and conform with the standards and requirements established by the West Virginia Secretary of State's Office. No political party designations or other identifying marks shall appear on the ballot. The method of voting utilized in any City of Weirton municipal primary or general election, whether by paper ballot, lever machine, punch card, optical scanner, touch screen, or any other method, shall be established by Ordinance and shall be a method approved by the West Virginia Secretary of State's Office.

2) That the current City of Weirton Charter provision known as "Article VIII: Nominations and Elections", including the subdivisions designated as "Section 1. Election Requirements", "Section 2. Nominations", "Section 3. Ballots", and "Section 4. Polling Places; Election Boards", shall be, and hereby is, repealed in toto and is hereby amended and replaced with the herein-above Charter provision entitled "Article VIII: Elections", including

Requirements", "Section 2: Primary Elections", "Section 3. General Elections", "Section 4. Election Procedures", and "Section 5. Ballots and Voting Methods", all as outlined in Paragraph No. 1 herein-above;

3) That the election procedures in the City of Weirton may be further amended from time to time by Ordinance as the City Council deems appropriate and as permitted by state law; and

4) That this Ordinance shall become effective immediately upon final passage.

FIRST READING : October 7, 2002

PUBLICATION DATES : October 10, 2002

October 17, 2002

PUBLIC HEARING : November 13, 2002

SECOND READING : December 2, 2002

CITY OF WEIRTON

BY: _____
DEAN HARRIS, MAYOR

ATTESTED:

_____
CITY CLERK

APPROVED BY CITY ATTORNEY:

_____
WILLIAM FAHEY

ORDINANCE NO. 1369

AMENDMENT TO ARTICLE VII, SECTION 1,
PARAGRAPH 3, SUBPARAGRAPH (f) OF THE WEIRTON CITY CHARTER

WHEREAS, the present Weirton City Charter was passed on April 25, 1950, and;

WHEREAS, the City Manager is the administrator of the business and financial affairs of the City, and;

WHEREAS, the powers and duties of the City Manager are described in Article 7, Section 1, Paragraph 3 of said Charter, and;

WHEREAS, Paragraph 3, Subparagraph (f) requires Council's consent for expenditures in excess of five hundred dollars ($500.00) and competitive bidding for expenditures in excess of one thousand dollars ($1,000.00), and;

WHEREAS, the original dollar amounts have not kept pace with inflation rates and have become overly restrictive and detrimental to the City Manager in the performance and conduct of his/her daily duties.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEIRTON, BROOKE AND HANCOCK COUNTIES, WEST VIRGINIA, that Article VII, Section 1, Paragraph 3, Subparagraph (f) is amended to read as follows:

"He shall act as purchasing agent and purchase supplies and materials, etc. He shall not make any contract or purchase involving an expenditure in excess of ~~Five Hundred Dollars ($500.00) without first obtaining the consent of Council to do so~~ an amount established by ordinance. All supplies and materials purchased by the City in excess of ~~One Thousand Dollars ($1,000.00)~~ an amount established by ordinance shall be purchased on competitive bids. All proposals for such shall be upon precise specifications and notice of the requirements of the City shall be given to dealers in supplies and materials of the kind required, who, by reason of location, are best able to furnish the same at the lowest price. All purchases shall be ordered by the City Manager and only on approval of the Council shall payment be made."

FIRST READING: December 9, 2002

PUBLICATION DATE: December 12, 2002 and December 19, 2002

SECOND READING: February 10, 2003

_____
Mayor

ATTEST:

_____
City Clerk

Sponsored by Councilman Christopher Fletcher.

ORDINANCE NO. 1387

ORDINANCE ESTABLISHING LIMIT ON EXPENDITURES BY WEIRTON CITY MANAGER

WHEREAS, Ordinance No. 1369 which amended Article VII, Section 1, Paragraph 3, Subparagraph (f) of the Weirton City Charter and pertained to the limit on expenditures authorized by the Weirton City Manager was passed by Council on February 10, 2003; and,

WHEREAS, said Charter amendment was placed on the ballot for the June 10, 2003 municipal general election and ultimately passed; and,

WHEREAS, the original dollar amounts have not kept pace with inflation rates and have become overly restrictive and detrimental to the City Manager in the performance and conduct of his/her daily duties.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEIRTON, that the City Manager shall not make any contract or purchase involving an expenditure in excess of One Thousand Five Hundred Dollars ($1,500.00) without first obtaining the consent of Council to do so. All supplies and materials purchased by the City in excess of Five Thousand Dollars ($5,000.00) shall be purchased on competitive bids. All proposals for such shall be upon precise specifications and notice of the requirements of the City shall be given to dealers in supplies and materials of the kind required, who, by reason of location, are best able to furnish the same at the lowest price. All purchases shall be ordered by the City Manager and only on approval of the Council shall payment be made.

BE IT FURTHER ORDAINED that said Ordinance shall be effective July 1, 2003.

First Reading: June 19, 2003

Publication Date: June 25, 2003

Second Reading: July 7, 2003

Mayor

ATTEST:

ORDINANCE NO. 1351

AN ORDINANCE TO AMEND ARTICLE III, SECTION 2.A(K) AND ARTICLE VII, SECTION 10 OF THE CITY OF WEIRTON CHARTER

WHEREAS, this Council and the Administration is in the process of restructuring the delivery of certain municipal services to improve quality, effectiveness, and efficiency; and,

WHEREAS, these efforts may result in an improved insurance rating for the City of Weirton by the Insurance Standards Organization (ISO); and,

WHEREAS, ensuring that certified individuals are used in the enforcement of the City of Weirton's adopted State Building Codes is an integral element in achieving this result; and,

WHEREAS, successfully meeting ISO standards that results in an improved ISO rating will positively impact Weirton residents' and business's insurance costs in regards to various insured items; and,

WHEREAS, maintaining a qualified, trained, and certified complement of professional building code officials within the Inspections Department requires significant investment by the City of Weirton; and,

WHEREAS, because of advances in the profession of building code inspection and enforcement, continuing to hire a Building Inspector through political appointment rather than through professional hiring practices no longer serves the best interests of the City of Weirton and its residents and businesses; and,

WHEREAS, it is not the intention of this Council to eliminate the position of Building Inspector but rather that this position be renamed as Code Official II and filled at the authority of the City Manager, consistent with all applicable personnel and hiring practices and policies of the City of Weirton.

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEIRTON, HANCOCK AND BROOKE COUNTIES, WEST VIRGINIA, that the City Charter of the City of Weirton is hereby amended as follows:

A. Delete Article III, Section 2.A(K) from the City of Weirton Charter.

B. Amend Article V, Section 1 - Powers (13) - ~~Building Inspector~~ Inspections Department.

C. Delete Article VII, Section 10 from the City of Weirton Charter.

SAID ORDINANCE SHALL BE EFFECTIVE JULY 1, 2003.

FIRST READING: July 8, 2002

PUBLICATION DATE: July 15, 2002

SECOND READING: August 12, 2002

Mayor

ATTEST:

City Clerk

SPONSORED BY COUNCILMAN [illegible]

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

This day personally appeared before the undersigned authority, Max T. Fijewski, who being by me first duly sworn, according to law, deposes and says:

"My name is Max T. Fijewski," and I have been duly, regularly and properly elected to the office of Councilman Ward VII, of the City of Weirton, West Virginia.

I possess, respectively, the qualifications prescribed by the Charter of the City of Weirton to hold such office and am not subject to any of the disqualifications prescribed in such Charter, aforesaid.

I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Ordinances of the City of Weirton, and I will honestly discharge the duties of the said office to which I was elected to the best of my skill and judgement, so help me God."

And further affiant saith not.

Max T. Fijewski
AFFIANT

Taken, subscribed and sworn to before me this 28 day of June, 2007

Mark Harris/mc.

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

This day personally appeared before the undersigned authority, David Dalrymple, who being by me first duly sworn, according to law, deposes and says:

"My name is David Dalrymple, and I have been duly, regularly and properly elected to the office of Councilman Ward VI, of the City of Weirton, West Virginia.

I possess, respectively, the qualifications prescribed by the Charter of the City of Weirton to hold such office and am not subject to any of the disqualifications prescribed in such Charter, aforesaid.

I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Ordinances of the City of Weirton, and I will honestly discharge the duties of the said office to which I was elected to the best of my skill and judgement, so help me, God."

And further affiant saith not.

AFFIANT

Taken, subscribed and sworn to before me this 28 day of June, 2007.

Mark Harris/mc

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

This day personally appeared before the undersigned authority, Bonnie Jones, who being by me first duly sworn, according to law, deposes and says:

"My name is Bonnie Jones, and I have been duly, regularly and properly elected to the office of Councilman Ward 1, of the City of Weirton, West Virginia.

I possess, respectively, the qualifications prescribed by the Charter of the City of Weirton to hold such office and am not subject to any of the disqualifications prescribed in such Charter, aforesaid.

I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Ordinances of the City of Weirton, and I will honestly discharge the duties of the said office to which I was elected to the best of my skill and judgement, so help me, God."

And further affiant saith not.

Bonnie D. Jones
AFFIANT

Taken, subscribed and sworn to before me this 28 day of June, 2007

Mark Harris/mc

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

This day personally appeared before the undersigned authority, George Kondik, who being by me first duly sworn, according to law, deposes and says:

"My name is George Kondik, and I have been duly, regularly and properly elected to the office of Councilman Ward V, of the City of Weirton, West Virginia.

I possess, respectively, the qualifications prescribed by the Charter of the City of Weirton to hold such office and am not subject to any of the disqualifications prescribed in such Charter, aforesaid.

I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Ordinances of the City of Weirton, and I will honestly discharge the duties of the said office to which I was elected to the best of my skill and judgement, so help me, God."

And further affiant saith not.

George J. Kondik
AFFIANT

Taken, subscribed and sworn to before me this 28th day of June, 2007.

Mark Harris/mz

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

This day personally appeared before the undersigned authority, Frederick S. Marshall, who being by me first duly sworn, according to law, deposes and says:

"My name is Frederick S. Marshall, and I have been duly, regularly and properly elected to the office of Councilman Ward III, of the City of Weirton, West Virginia.

I possess, respectively, the qualifications prescribed by the Charter of the City of Weirton to hold such office and am not subject to any of the disqualifications prescribed in such Charter, aforesaid.

I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Ordinances of the City of Weirton, and I will honestly discharge the duties of the said office to which I was elected to the best of my skill and judgement, so help me God."

And further affiant saith not.

Frederick S Marshall
AFFIANT

Taken, subscribed and sworn to before me this 28th day of June, 2007.

Mark Harris/mc

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

This day personally appeared before the undersigned authority, George E. Ash, Sr. who being by me first duly sworn, according to law, deposes and says:

"My name is, George E. Ash, Sr. and I have duly, regularly and properly elected to the office of Councilman Ward IV of the City of Weirton, West Virginia.

I possess, respectively, the qualifications prescribed by the Charter of the City of Weirton to hold such office and am not subject to any of the disqualifications prescribed in such Charter, aforesaid.

I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Ordinances of the City of Weirton, and I will honestly discharge the duties of the said office to which I was elected to the best of my skill and judgment, so help me God."

And further affiant saith not.

AFFIANT

Taken, subscribed and sworn to before me this 28th day of June, 2007.

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

This day personally appeared before the undersigned authority, MARK Harris, who being by me first duly sworn, according to law, deposes and says:

"My name is MARK Harris, and I have been duly, regularly and properly elected to the office of Mayor, of the City of Weirton, West Virginia.

I possess, respectively, the qualifications prescribed by the Charter of the City of Weirton to hold such office and am not subject to any of the disqualifications prescribed in such Charter, aforesaid.

I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Ordinances of the City of Weirton, and I will honestly discharge the duties of the said office to which I was elected to the best of my skill and judgement, so help me God."

And further affiant saith not.

Mark Harris
AFFIANT

Taken, subscribed and sworn to before me this 28 day of June, 2007.

Mark Harris/ME

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

This day personally appeared before the undersigned authority, Mark Harris, Mayor who being by me first duly sworn, according to law, deposes and says:

"My name is, Nicole Davis and I have duly, regularly and properly been appointed to the office of City Clerk of the City of Weirton, West Virginia.

I possess, respectively, the qualifications prescribed by the Charter of the City of Weirton to hold such office and am not subject to any of the disqualifications prescribed in such Charter, aforesaid.

I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Ordinances of the City of Weirton, and I will honestly discharge the duties of the said office to which I was elected to the best of my skill and judgment, so help me God."

And further affiant saith not.

Nicole D

AFFIANT

Taken, subscribed and sworn to before me this 16th day of January, 2009.

OATH OF OFFICE

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

This day personally appeared before the undersigned authority, Gary DuFour who being by me first duly sworn, according to law, deposes and says:

"My name is Gary DuFour and I have duly, regularly and properly been appointed to the office of City Manager of the City of Weirton, West Virginia.

I possess, respectively, the qualifications prescribed by the Charter of the City of Weirton to hold such office and am not subject to any of the disqualifications prescribed in such Charter, aforesaid.

I will support the Constitution of the United States, the Constitution of the State of West Virginia, the Ordinances of the City of Weirton, and I will honestly discharge the duties of the said office to which I was elected to the best of my skill and judgment, so help me God."

And further affiant saith not.

AFFIANT

Taken, subscribed and sworn to before me this 2nd day of July, 2007.

ORDINANCE # 131

AN ORDINANCE CREATING THE WEIRTON WATER BOARD AND PROVIDING FOR THE TRANSFER OF MANAGEMENT, CONTROL AND OPERATION OF THE MUNICIPAL WATERWORKS SYSTEM OF THE CITY OF WEIRTON, WEST VIRGINIA, FROM THE CITY OF WEIRTON TO THE WEIRTON AREA WATER BOARD

WHEREAS, the City of Weirton, West Virginia (the "City"), presently owns and operates a municipal public waterworks system (the "System"), consisting of a water filtration and treatment plant, reservoirs, water tanks, distribution lines, booster stations and all appurtenant facilities and properties, both within and outside the corporate boundaries of the City;

WHEREAS, the system has heretofore been managed and operated by the City pursuant to Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (the "Act");

WHEREAS, the Council of the City has considered the effects of transferring the operation, control and management of the system to a water board and has determined that certain efficiencies will be achieved by such transfer;

WHEREAS, the City is permitted, pursuant to Section 19 of the Act, to operate the System through the supervision and control of a board or commission appointed by the Council of the City; and

WHEREAS, in order to effectuate the transfer of the operation, management and control of the System from the Council of the City to a board, the City now desires to provide for the manner of and procedure for such transfer, and to create a water board to be known as the "Weirton Area Water Board."

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEIRTON, BROOKE AND HANCOCK COUNTIES, WEST VIRGINIA:

Section 1. The Weirton Area Water Board (the "Water Board") is hereby created and the management, control and operation of the System, as it shall exist from time to time, shall be vested in the Water Board, hereby created and appointed and functioning as hereinafter provided.

Section 2. The Water Board shall consist of five persons, who are all customers of the Weirton water system, and all of whom shall be residents of the State of West Virginia of outstanding reputation, ability and integrity. All Boardmembers shall be appointed by the Council of the City and may or many not be councilmembers, officers or employees of the City.

Section 3. The Mayor of the City shall notify all appointees of their appointment. The terms of such Boardmembers first appointed shall be for one, two, three, four, and five years, respectively, from the first day of the month in which appointed. In the event of a vacancy and also within 30 days after the expiration of the term of office of any Boardmember, a successor shall be appointed by the Council of the City. All vacancies shall be filled for the unexpired term only and all other appointments shall be for a term of five years, to commence on the date following the scheduled expiration date of the previous term. The Water Board shall have power to adopt bylaws, rules and regulations for its own government. Any Boardmember shall be eligible for reappointment upon the expiration of his or her term. The Boardmembers shall each receive compensation for their services at the rate of $50 per meeting attended, not to exceed $150 per month, and in addition, shall be reimbursed for any and all actual expenses incurred in the performance of duties as ordered by the Water Board.

Section 4. At the first meeting of the Water Board and annually thereafter, it shall organize by designating one of the Boardmembers to act as Chairman and another to act as Vice Chairman, and by designating a Secretary and a Treasurer, who need not be members of the Water Board. The Secretary and Treasurer may be the same person. The Chairman shall preside at all meetings when present and shall call special meetings on his or her own motion, or when requested to do so by any two Boardmembers. The Vice Chairman shall preside in the absence of the Chairman. Three Boardmembers shall constitute a quorum, but any action to be taken by the Water Board must be approved by not less than three Boardmembers. The Secretary shall keep a written record of the proceedings which shall be available for inspection as other municipal records. The Treasurer shall receive and disburse the funds of the System as directed by the Water Board. In the event that any Boardmember shall be unable to fulfill the duties of his or her office for a period of six months, a majority of the remainder of the said Boardmembers may declare the office of such Boardmember vacant, and the Council of the City shall thereupon fill such vacancy as otherwise provided for herein.

Section 5. The Water Board shall have full and complete authority for the supervision, management, control and operation of the System, including the maintenance, operations, improvements and extensions thereof. All bills for water service shall be collected and accounted for by the Water Board in the manner and form required by law, the Public Service Commission of West Virginia and the ordinances of the City, and all disbursements and accounts of the System shall be ordered paid out only upon approval of said Water Board; provided, however, that all such supervision, management and control of the System and the collection and accounting for bills for water and sewer service shall be consistent and in accordance with any ordinances pursuant to which the City may have authorized and issued any bonds from time to time outstanding, which by their terms are payable from and secured by the revenues of the System. The Water Board shall have the power and authority to make all contracts, agreements and other matters necessary or proper for the full and complete supervision, management and control of the System.

Section 6. The Water Board shall have power to fix and maintain a separate budget, and employ, fix the compensation of and discharge a manager and all employees of the System; provided, however, that the Water Board shall employ, fix the compensation of and discharge a joint City/Water Board employee only with the approval of the Council of the City. The Chairman and Treasurer of the Water Board, upon their appointment and taking office, shall furnish and file with the Recorder of the City, a bond in an amount to be set by the Water Board from time to time, the cost of such bond to be payable from revenues of the System and such bond to be payable to the City and conditioned as to the faithful performance of their respective duties as are fixed by the Water Board.

Section 7. The Water Board shall provide reports, at least annually, or as otherwise required by law, to the Mayor and Council of the City, indicating the System's financial condition. The Water Board shall also provide the City with yearly audited financial statements of the System, minutes of all meetings of the Water Board, an annual budget for the System, and other information as may reasonably be requested.

Section 8. All assets and liabilities of the System, including accounts receivable and accounts payable, and all employees thereof, shall be under the management and control of the Water Board. Personnel policies and practices, and other matters affecting employees of the Water Board shall, to the extent practicable and unless otherwise approved by the Council of the City, be the same as those undertaken by the City, subject to the provisions of Section 6 hereof.

Section 9. The initial members of the Water Board shall be appointed for the terms as follows:

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CERTIFICATION

Certified a true, correct and complete copy of an Ordinance duly enacted by the City Council of the City of Weirton at a regular meeting of the City Council held at _____, on _____, 2001, pursuant to proper notice, at which meeting a quorum was present and acting throughout.

Dated this ____ day of _____, 2001.

(SEAL)

_____
City Clerk

Name	Term
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 10. The Council of the City enacts this Ordinance for the assurance and protection of the citizens of the City and for the purpose of assuring the holders of the Bonds of the City payable from the income and revenues of the System of an efficient operation and maintenance thereof. No amendment or repeal of this Ordinance shall be enacted unless approved by seventy-five percent (75%) of the members of the Council of the City. Any such amendment or repeal shall otherwise be enacted in accordance with the rules and regulations of the Council of said City.

Section 11. This Ordinance shall be effective on the date of final enactment hereof.

FIRST READING: May 7, 2001

PUBLICATION DATE: May 14, 2001

SECOND READING: June 11, 2001

Mayor

ATTEST:
City Clerk

APPROVED AND CORRECT AS TO FORM:

_____
City Attorney

CITY OF WEIRTON

RESOLUTION ON OPEN GOVERNMENTAL PROCEEDINGS RULES

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

1. Regular Meetings. A notice shall be posted and maintained by the City Clerk at the front door or bulletin board of the City Hall of the date, time and place fixed and entered of record by Council for the holding of regularly scheduled meetings. In addition, a copy of the agenda for each regularly scheduled meeting shall be posted at the same location by the City Clerk not less than 72 hours before such regular meeting is to be held. If a particular regularly scheduled meeting is canceled or postponed, a notice of such cancellation or postponement shall be posted at the same location as soon as feasible after such cancellation or postponement has been determined.

2. Special Meetings. A notice shall be posted by the City Clerk at the front door or bulletin board of the City Hall not less than 72 hours before a specially scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting is canceled, a notice of such cancellation shall be posted at the same location as soon as feasible after such cancellation has been determined.

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

Adopted this 10th day of April, 2006.

Mayor

City Manager

ATTEST:

City Clerk

CERTIFICATION

I, Thomas J. Maher, Jr., duly appointed City Clerk of the City of Weirton do hereby certify that the foregoing is a true and accurate copy of a Resolution adopted by the City Council of the City of Weirton at a regular meeting of City Council held April 10, 2006, pursuant to proper notice, at which meeting a quorum was present and acting throughout.

Dated this 10th day of April, 2006.

[SEAL]

Thomas J. Maher, Jr.
City Clerk

04/06/06
949750.00004

ORDINANCE NO. 1636

AN ORDINANCE ESTABLISHING AND FIXING RATES, FEES AND CHARGES OF THE MUNICIPAL WATERWORKS SYSTEM OF THE CITY OF WEIRTON, WEST VIRGINIA

WHEREAS, it is necessary for the City of Weirton to upgrade its water treatment plant to comply with the Safe Drinking Water Act and to meet the Disinfection and Disinfection By-Products Rule; and

WHEREAS, in order to meet its current day-to-day operating expenses and to cover the cost associated with the contemplated upgrade to its water treatment plant, the City Council of the City of Weirton deems it advisable and necessary that its present water rates and charges for service provided by its Municipal Waterworks System be increased in two phases; and

WHEREAS, on April 21, 2009, a rate ordinance was introduced which also established that a hearing would be held on May 11, 2009 in advance of the second reading of such rate ordinance; and

WHEREAS, on May 11, 2009, the April 21, 2009 rate ordinance was amended by a majority vote of the City Council; and

WHEREAS, *West Virginia Code* §8-11-4(a)(3) establishes that a proposed ordinance shall not be materially amended at the same meeting at which it is finally adopted; and

WHEREAS, the amendments to the rate ordinance introduced on April 21, 2009 may be considered material amendments and the City Council believes that public notice should be provided and a hearing on the amended ordinance should be held in advance of the final reading of the amended ordinance.

THE CITY COUNCIL OF THE CITY OF WEIRTON HEREBY ORDAINS: The following two-phase increase in rates, fees and charges for water service provided by its Municipal Waterworks System to customers throughout its territory served, are hereby fixed and determined as rates, fees and charges in lieu of those rates, fees and charges contained in its tariff P.S.C. W.Va. No. 9, currently on file with the Public Service Commission of West Virginia:

PHASE I
[Effective 45 Days From Passage of Ordinance]

SCHEDULE 1

APPLICABILITY

Applicable within the entire territory served, inside and outside of the corporate limits of the City of Weirton

AVAILABILITY OF SERVICE

Available for residential, commercial, industrial and resale water service

COMMODITY RATES (Customers with metered water supply)

All consumption bi-monthly $ 4.50 per 1,000 gallons

CUSTOMER CHARGE

A customer charge of $5.40 per month, or a $10.80 bi-monthly flat charge on all metered connections to the system.

MINIMUM BILL

Each customer shall pay a minimum charge of $19.80 bi-monthly
(Equivalent to 2,000 gallons of water usage + $10.80 customer Charge)

5/8	inch meter	$ 19.80 bi-monthly
3/4	inch meter	$ 29.70 bi-monthly
1	inch meter	$ 49.50 bi-monthly
1 - 1/4	inch meter	$ 72.25 bi-monthly
1 - 1/2	inch meter	$ 99.00 bi-monthly
2	inch meter	$ 158.40 bi-monthly
3	inch meter	$ 297.00 bi-monthly
4	inch meter	$ 495.00 bi-monthly
6	inch meter	$ 990.00 bi-monthly
8	inch meter	$ 1,584.00 bi-monthly
10	inch meter	$ 2,217.60 bi-monthly

FLAT-RATE CHARGE (bi-monthly) $51.30 bi-monthly
(Customers with non-metered water supply - Equivalent to 9,000 gallons of water usage + $10.80 Customer Charge)

DELAYED PAYMENT PENALTY

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

WATER SERVICE CONNECTION CHARGE

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

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

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

MONTHLY OR BI-MONTHLY BILLING

The above rates and charges may be adjusted to a monthly or bi-monthly basis, providing no lower charges apply.

RETURNED CHECK CHARGE

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

DISCONNECT CHARGE/RECONNECTION CHARGE/ADMINISTRATIVE FEE

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

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

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

AFTER HOURS SERVICE FEE

A service fee of $25.00 will be charged for each separate service call after regular working hours and holidays.

INCREMENTAL COSTS

An amount not to exceed $3.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage. The City of Weirton shall establish a nondiscriminatory policy regarding this provision for leak adjustments.

MULTIPLE OCCUPANCY

Where water service to an apartment building or other multiple occupancy

building is provided through a master meter, the charge shall be for the total consumption reflected by the meter reading, or the cumulative total of minimum billings for each unit of said apartment building or other multiple occupancy building, whichever is greater.

CUSTOMER REQUESTED METER TEST

Meter testing is available to all customers. If, upon request from a customer, the City performs a meter test and said test results in a finding that the meter is operating accurately, the customer will be charged Twenty-Five Dollars ($25.00).

If the meter test reflects that the meter is inaccurate or faulty, no charge will be made to the customer.

CUSTOMER REQUESTED RECHECK OF METER READING

If a customer requests a recheck of a meter reading and it is determined that the initial meter reading is correct and substantiated by the recheck, the customer will be charged Ten Dollars ($10.00). However, if the recheck of the meter reading reflects that there was an erroneous initial reading, no charge will be made to the customer.

RELOCATION OF WATER METERS

A service charge of $125.00 shall be charged for a customer's meter to be moved from within a dwelling to an outside meter pit.

METHOD OF PAYMENT

Customers may pay their bills with cash, money order, VISA, MasterCard, and Telecheck.

EFT, ACH, CREDIT CARD AND DROP BOX PAYMENTS

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

SECURITY DEPOSIT

In accordance with West Virginia law and Public Service Commission rules.

SCHEDULE 2

FIRE PROTECTION RATES

APPLICABILITY

Applicable in all areas served by the City of Weirton, West Virginia

AVAILABILITY OF SERVICE

Available for public and private fire protection service

PRIVATE RATES

Where connections, hydrants, sprinklers, etc. on property are maintained by customer:

	Per Year
2 inch service line with hydrants, sprinklers, and/or connections	$ 72.00
3 inch service line with hydrants, sprinklers, and/or connections	$ 144.00
4 inch service line with hydrants, sprinklers, and/or connections	$ 288.00
6 inch service line with hydrants, sprinklers, and/or connections	$ 720.00
8 inch service line with hydrants, sprinklers, and/or connections	$1,200.00
10 inch service line with hydrants, sprinklers, and/or connections	$2,400.00
12 inch service line with hydrants, sprinklers, and/or connections	$3,000.00

PERIODIC BILLING

The schedule of rates and charges above may be applied on a monthly, bi-monthly, quarterly, semi-annual or annual basis, provided no lower charges apply.

PUBLIC RATES

Fifty-Two Dollars ($52.00) per quarter.

The City of Weirton is entitled to as many fire hydrants as it may deem necessary; the said City to furnish said hydrants and to pay for the installation thereof, and the Water Department to maintain said hydrants.

PHASE II

[Effective upon completion of the water treatment plant upgrade project or upon commencement of debt service, whichever first occurs]

SCHEDULE 1

APPLICABILITY

Applicable within the entire territory served, inside and outside of the corporate limits of the City of Weirton

AVAILABILITY OF SERVICE

Available for residential, commercial, industrial and resale water service

COMMODITY RATES (Customers with metered water supply)

All consumption bi-monthly $ 5.50 per 1,000 gallons

CUSTOMER CHARGE

A customer charge of $6.26 per month, or a $12.52 bi-monthly flat charge on all metered connections to the system.

MINIMUM BILL

Each customer shall pay a minimum charge of $23.52 bi-monthly
(Equivalent to 2,000 gallons of water usage + $12.52 Customer Charge)

5/8	inch meter	$ 23.52 bi-monthly
3/4	inch meter	$ 35.30 bi-monthly
1	inch meter	$ 58.80 bi-monthly
1 - 1/4	inch meter	$ 85.85 bi-monthly
1 - 1/2	inch meter	$ 117.60 bi-monthly
2	inch meter	$ 188.15 bi-monthly
3	inch meter	$ 352.80 bi-monthly
4	inch meter	$ 588.00 bi-monthly
6	inch meter	$ 1,176.00 bi-monthly
8	inch meter	$ 1,881.60 bi-monthly
10	inch meter	$ 2,634.24 bi-monthly

FLAT-RATE CHARGE (bi-monthly) $62.02 bi-monthly
(Customers with non-metered water supply - Equivalent to 9,000 gallons of water usage + $12.52 Customer Charge)

DELAYED PAYMENT PENALTY

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

WATER SERVICE CONNECTION CHARGE

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

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

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

MONTHLY OR BI-MONTHLY BILLING

The above rates and charges may be adjusted to a monthly or bi-monthly basis, providing no lower charges apply.

RETURNED CHECK CHARGE

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

DISCONNECT CHARGE/RECONNECTION CHARGE/ADMINISTRATIVE FEE

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

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

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

AFTER HOURS SERVICE FEE

A service fee of $25.00 will be charged for each separate service call after regular working hours and holidays.

INCREMENTAL COSTS

An amount not to exceed $3.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage. The City of Weirton shall establish a nondiscriminatory policy regarding this provision for leak adjustments.

MULTIPLE OCCUPANCY

Where water service to an apartment building or other multiple occupancy building is provided through a master meter, the charge shall be for the total consumption reflected by the meter reading, or the cumulative total of minimum billings for each unit of said apartment building or other multiple occupancy building, whichever is greater.

CUSTOMER REQUESTED METER TEST

Meter testing is available to all customers. If, upon request from a customer, the City performs a meter test and said test results in a finding that the meter is operating accurately, the customer will be charged Twenty-Five Dollars ($25.00).

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If a customer requests a recheck of a meter reading and it is determined that the initial meter reading is correct and substantiated by the recheck, the customer will be charged Ten Dollars ($10.00). However, if the recheck of the meter reading reflects that there was an erroneous initial reading, no charge will be made to the customer.

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A service charge of $125.00 shall be charged for a customer's meter to be moved from within a dwelling to an outside meter pit.

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Customers may pay their bills with cash, money order, VISA, MasterCard, and Telecheck.

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

SECURITY DEPOSIT

In accordance with West Virginia law and Public Service Commission rules.

SCHEDULE 2

FIRE PROTECTION RATES

APPLICABILITY

Applicable in all areas served by the City of Weirton, West Virginia

AVAILABILITY OF SERVICE

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PRIVATE RATES

Where connections, hydrants, sprinklers, etc. on property are maintained by customer:

	Per Year
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10 inch service line with hydrants, sprinklers, and/or connections	$2,400.00
12 inch service line with hydrants, sprinklers, and/or connections	$3,000.00

PERIODIC BILLING

The schedule of rates and charges above may be applied on a monthly, bi-monthly, quarterly, semi-annual or annual basis, provided no lower charges apply.

PUBLIC RATES

Fifty-Two Dollars ($52.00) per quarter.

The City of Weirton is entitled to as many fire hydrants as it may deem necessary; the said City to furnish said hydrants and to pay for the installation thereof, and the Water Department to maintain said hydrants.

SECTION 2. EFFECTIVE DATE

The Phase I rates, fees, and charges set forth above shall become effective 45 days after the enactment hereof.

The Phase II rates, fees, and charges set forth above shall become effective upon completion of the water treatment plant upgrade project or upon commencement of debt service, whichever first occurs.

SECTION 3 SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date of the fees, rates and charges as herein set forth, all ordinance, resolutions, orders or part thereof in conflict with the provisions of this Ordinance are, to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, order or parts thereof, the same shall remain in full force and effect.

SECTION 4 STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the City Clerk shall publish Notice of this Ordinance, in *The Brooke County Review* and in *The Weirton Daily Times*, being newspapers published and of general circulation in Brooke and Hancock Counties, West Virginia, as a Class II publication. The first publication shall be made at least ten (10) days prior to the date set for the public hearing on the ordinance and the second publication at least five (5) days before the meeting of the City Council at which a final reading and vote on

the ordinance will be held. Said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on the 27th day of May, 2009 at 9:00 a.m., and present protests, if any. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper on the premises.

Further, said Notice shall advise the public that a copy of this ordinance is available for public inspection.

First Reading: May 11, 2009

Publication Date: May 20, 2009

Second Reading
Following Public Hearing: May 27, 2009

Mayor

ATTEST:

City Clerk

5/07

WEIRTON CITY COUNCIL

COUNCIL MEETING - REGULAR

MONDAY, MAY 11, 2009 7:00 P. M.

A regular meeting of the Common Council of the City of Weirton, Hancock and Brooke Counties, West Virginia was held on Monday, May 11, 2009 at 7:00 P.M. in Council Chambers of the Weirton City Building.

Mayor Harris called the meeting to order.

Councilmembers in Attendance:

George Ash	Councilmember Ward 4
Ronnie Jones	Councilmember Ward 1
Fred Marsh	Councilmember Ward 3
Harold Miller	Councilmember Ward 2
David Dalrymple	Councilmember Ward 6
Max Fijewski	Councilmember Ward 7
George Kondik	Councilmember Ward 5

City Officials in Attendance:

John Brown	Public Works Director
Gary DuFour	City Manager
Vincent Gurrera	City Attorney
David Lashhorn	Fire Chief
Nicole Davis	City Clerk
A. D. Mastrantoni	Utilities Director
Bruce Marshall	Police Chief
Rik Rekowski	Library Director
Thomas Maher, Jr.	Finance Director
Terry Weigel	Parks and Recreation Director
Rod Rosnick	Inspections Director

Mayor Harris led everyone in reciting the Pledge of Allegiance.

APPROVAL OF MINUTES

A motion was made by Councilmember Ash and second by Councilmember Jones to approve the minutes of the:
April 13, 2009 –Regular Council Meeting
The motion carried by majority, 7/0.

A motion was made by Councilmember Ash and second by Councilmember Kondik to approve the minutes of the:
April 21, 2009-Special Council Meeting
The motion carried by majority, 7/0.

MAYOR'S AWARDS AND PROCLAMATIONS

Mayor Harris stated that there was a proclamation for Kessler Cole, Carol Lyons, and Matt Campbell. The Mayor presented a proclamation declaring May 17-23 Emergency Medical Services week.

COMMUNICATIONS

Councilman Ash stated that he had received a letter from Charlotte Lynn regarding keeping Virginia Ave. playground open as well as the Christian Center.
Mayor Harris stated that they had the called the governor's office trying to get some information as to what was going on with the houses at the bottom of Pennsylvania Ave. The Mayor stated that the houses were out for bid and that they should be demoed some time in September.
Councilman Fijewski thanked the City Council for their support regarding the Hall of Fame induction ceremony. He stated that because of the event, they were awarded a grant in the amount of $10,000.

CITIZEN COMMENTS

Mr. George Ataloitis
Re: Landlords
Mr. Ataloitis stated, "I hear different stories from different people regarding what's going on with the landlords."
Councilman Dalrymple stated, "I wanted to clarify a few items about the proposed disruptive activity Ordinance. This Ordinance is based on one that's currently in effect in Pittsburgh. The local media seized on the fact that the landlords could be held liable. Landlords could be held liable for multiple citations due to the condition of their properties, not because of actions of their tenants. This Ordinance does not single out landlords or

rental units specifically. It entails the whole City, every Ward, residential and commercial, rental and owner occupied. This Ordinance has been put together with the intent to hold individuals responsible for their actions when they chose to violate City Ordinances repeatedly, even after citations have been issued. This Ordinance allows for ample opportunity for the violator to conform or correct their behavior by basing the classification of a disruptive activity on unlawful activity that generates a written citation. The violator will have the opportunity to appeal the classification of being a disruptive activity before fees are levied in accordance with this Ordinance."

Mr. Tony Iaquinta
RE: Landlords
Mr. Iaquinta stated, "I misunderstood just like he did. I thought we were going to be held responsible."

Mr. Ed Wilson
RE: Repaving
Mr. Wilson stated, "I have a street question. I live off of 15th street and Webster. Last summer they ground up Webster and resurfaced it. Right behind the apartment complex they didn't do that. I was just wondering why they didn't finish it"

Mr. Edmond DiBacco
RE: Landlords
Mr. DiBacco stated, "I'm in opposition to any law that would single out landlords. What I read in the paper and what you just stated are two different things. This is selective enforcement. We have owner-occupied properties in downtown Weirton on the 3800 block that the foundation is deteriorating, and this didn't just happen last night. You guys are going after landlords, and I'm in opposition to that."

Mr. Kevin Katenhusen
RE: Landlords
Mr. Katenhusen stated, "I have a business downtown and some rental properties. I want to thank you guys for doing everything in your power to try to make this City a better place. What was reported in the newspaper and what it is that you're saying are two different things. I would to believe that what you said tonight is exactly what's going to come to pass. There are two things in this City that I think are important. We need to clean it up, and we need to create jobs. Part of creating jobs in this city is making it a nice clean place to attract people to come here to start businesses. I am interested in what it is that the Council might be doing in order to attract some larger corporations to come to this area. I understand we have to raise the water rates, but we have to make this a place that people are going to want to come. Without jobs this town is

going to die."

Mr. Dan Costello
RE: Landlords
Mr. Costello stated, "I am a landlord. I am not a slum landlord like some Councilman put on the front page of the Weirton Daily Times. We sit here and came in support of solidarity of landlords. If you're Ordinance is not what was in the paper that was given out on Saturday, there are seven days that could put back on the front page about Mr. Dalrymple's comments about landlords and what Ordinance it is. He gave a nice speech here to all of us, but I would like someone to read the Ordinance word for word so we know what's actually being said."
Councilman Dalrymple stated that he had contacted the editor of the Weirton Daily Times and advised him that there were some discrepancies in the paper and offered to do a new article to clarify some of the things we clarified this evening.
Mr. Costello stated, "The last ordinance you brought through got tabled. So you had nobody to go against your last ordinance, the one about inspections. I know some of you, and some of you know me. Landlords pay more taxes than any individual out there, and you keep going after us for more and more."

Mr. Ralph Barone
RE: Landlords
Mr. Barone stated, "I passed out the main facts and laws pertaining to landlords and tenants. I'm confused now hearing Councilman Dalrymple speak. I think if you put in to context the whole tenant landlord law, you say disturbance and I don't know what defines disturbance. I want to leave the landlord out of the ordinance. If it's the same offense and the police are there then we better get a new judge."

Mr. Gino Guglielmo
RE: Landlords
Mr. Guglielmo stated, "I do take offense to the word slum lord. I work very hard for my business. To put in the front page of the paper the word slumlords is upsetting everybody. I own a lot of property, and I have never had the police called to one of my properties or have had a drug bust. How can I be responsible for someone else's actions."

Mr. Robert Pendergrass
RE: Landlords
Mr. Pendergrass stated, "It's been two years for them to tear it down. We're sitting up here talking about homeowners, landlords, slumlords. I think the state and city might be the biggest slumlords because you all have properties along Weir Ave. and throughout the city that you all don't take care of. It's the pot calling the kettle black. The banks that own the

properties need to be responsible as well. We all need to share responsibility. Since 1991 we have done nothing to improve past Main Street. There are other parts of the city that we need to build back up. Who is the city planner? The fourth ward seems to be the ward that everyone is shooting at."

Mr. Mike Giusto
RE: Landlords
Mr. Giusto stated, "Is this a pilot program in one ward or is it city-wide? What are we paying fire and police for now? There are some properties that haven't complied."

Ms. Janna Obeldobel
RE: Landlords
Ms. Obeldobel stated, "There are a stack of ordinances on the books. Why do we need another one? Don't we have ordinances to cover these problems already? I read the article in the newspaper and I too said O.K. they're going after the landlords."
Councilman Ash made a motion for a recess, second by Councilman Jones. The motion passed by majority, 5/2.
Ms. Obeldobel stated, "Granted there are all sorts of problems going on with different properties throughout the city. We need the public's support and help as much as possible to clean up this area. We don't need to feel like people are being singled out, and taken advantage of just to get something accomplished."

Mr. William Dalrymple
RE: Street Paving
Mr. Dalrymple stated, "I live on Putnam Lane and last year part of my street was paved. This year I see cracks in the pavement perpendicular to the center line all the way across the street. There are many of them. There is a lot of disruption in the surface of our new street. It was ground and paved so it was given the whole treatment. I think there was a problem in the asphalt or in the application of the asphalt. We need to determine what caused that problem before spending millions of dollars."

Mr. Rick Allen
RE: Landlords
Mr. Allen stated, "Aren't there fees, fines, ordinances to cover all of this?"

Mr. John Brancazio
RE: Lincoln Ave.
Mr. Brancazio stated, "

OLD BUSINESS

Second reading of Ordinance No. 1635 Amendment No. 722 to rescind Ordinance No. 1222, Amendment No. 525 of the traffic Control Map which established a handicapped parking space at 437 Booker Street. (Councilman Marsh)
Motion was made by Councilman Marsh, second by Councilmember Kondik.
The motion passed by majority, 7/0.

Second reading of Ordinance No. 1636 establishing and fixing rates, fees, and charges of the Municipal Water Works System of the City of Weirton, West Virginia.
Motion was made by Councilman Jones, second by Councilman Miller.
Motion was called for by the Mayor.
A second motion was called for by the Mayor.
The motion died for lack of a second motion.

Ordinance amending the text of the Unified Development Ordinance Table 1.

Motion was called for by the Mayor.
A second motion was called for by the Mayor.
The motion died for lack of a second motion.

NEW BUSINESS

Disruptive Activity Ordinance.

Motion was made by Councilman Dalrymple, second by Councilman Ash.
The motion carried by majority, 7/0.

Ordinance to authorize Hancock County rural addressing committee to modify and/or create certain numbers and/or street names with the City limits in compliance with statewide addressing project. (City Manager)

Motion was made by Councilman Dalrymple, second by Councilman Ash.
The motion carried by majority, 7/0.

Resolution to Approve Change Order for 2009 Street Paving Project. (City Manager)

Motion was made by Councilman Ash, second by Councilman Kondik.
The motion carried by majority, 7/0,

Resolution to authorize Jointly-Sponsored Fourth of July

Fireworks display by the City of Weirton and the City of Steubenville. (City Manager)

Motion was made by Councilman Ash, second by Councilman Jones.
The motion carried by majority, 7/0.

Resolution to enter into agreement with the Governor's Office for funding for installation of three Springs Traffic Signal. (City Manager)

Motion was made by Councilman Marsh, second by Councilman Miller.
The motion carried by majority, 6/1.

Resolution approving 2009-2010 Fiscal Year CDBG Budget.
Motion was made by Councilman Dalrymple, second by Councilman Jones.
The motion carried by majority, 7/0.

Resolution to place liens against real properties for costs incurred in demolition of unsafe properties pursuant to Ordinance 250.

Motion was made by Councilman Ash, second by Councilman Fijewski.
The motion carried by majority, 7/0.

Resolution authorizing participation in the Northern Panhandle Home Consortium for the period of July 1, 2009 to June 30, 2010. (CDBG)

Motion was made by Councilman Ash, second by Councilman Dalrymple.
The motion carried by majority, 7/0.

APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

Ronnie Jones Water Board 6/1/09-5/30/14

Motion was made by Councilman Fijewski, second by Councilman Kondik.
The motion carried by majority, 4/2 with one abstention.

ADMINISTRATIVE REPORTS

PUBLIC WORKS-

Mr. Brown stated that he had nothing further to add.
Councilman stated, "I see the crews are out doing the coal patches, I

appreciate it."
Mayor Harris thanked Mr. Brown for a job well done during the Spring Clean Up.

LIBRARY-

Rik Rekowski stated he had copies of the library blog which is the most current information. We are really busy. The federal government is in the library training people for the U.S. Census, and that is happening all week.

PARKS AND RECREATION –

Mr. Weigel stated that they are going in stops and starts with the work on the Community Center. We will hopefully be wrapping that up within the next 2 ½ weeks. Our own crews are trying to get out to the parks and playgrounds as weather permits. We are also working the Chief in to trying to get video cameras to have them installed at the out door parks. The smoke stack went very smoothly. It was lowered approximately 30 feet. This should make our boiler run more efficiently.

FIRE DEPARTMENT-

Chief Lashhorn stated that he wanted to thank John Brown and his crew for replacing the pole and all the emergency lights. I wanted to thank Councilman Marsh and Councilman Jones for heading up the replacement of the fire hydrant on the corner of Beacon and Union.
Councilman Fijewski stated that it was nice to see that the department was able to go with the boat and assist in the rescue operation regarding the tragedy on the river. The money spent on the boat was a good investment.

POLICE DEPARTMENT-

Chief Marshall stated that the camera project is showing some progress, and most of the hardware has been installed in the City Building. He is hoping by next Council meeting that he can report they are up and running.
Mayor Harris thanked the officers for their work regarding the Gabriel's incident.

INSPECTIONS-

Mr. Rosnick stated he had nothing additional to report.

UTILITIES-

Mr. Mastrantoni stated he had nothing additional to report.

FINANCE DEPARTMENT-

Mr. Maher stated:
General Fund cash report for March 2009:

Beginning Cash Balance:	$348,098.97
Interest on Checking:	$222.50
Deposits:	$1,132,133.76
Draw-downs on Investment:	N/A
Disbursements:	$1,066,846.72
Cash Balance:	$413,608.51
Beginning Investment Balance:	$782,653.04 N/A
Interest on Investments:	$19.85
Withdraws:	$1.1 million
Ending Investment Balance:	$782,653.04
Petty Cash:	$800.00
Total Cash and Investments Available:	$1,197,081.38

The Mayor called for a motion to approve administrative reports of various departments, and pay any unpaid bills.
Motion was made by Councilman Dalrymple, second by Councilman Marsh.

The motion carried by majority, 7/0.

ADJOURNMENT

The mayor called for a motion to adjourn.
Motion was made by Councilman Dalrymple, second by Councilman Fijewski.

With no further business before this May 11, 2009 regular session of the Weirton City Council the meeting was adjourned after the closing prayer.

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WEIRTON CITY COUNCIL

COUNCIL MEETING - SPECIAL

WEDNESDAY, MAY 27, 2009, 9:00 AM

A special meeting of the Common Council of the City of Weirton, Hancock and Brooke Counties, West Virginia was held on Wednesday, May 27, 2009 at 9:00 a.m. in Council Chambers of the Weirton City Building.

Mayor Harris called the meeting to order.

Councilmembers in Attendance:

George Ash	Councilmember Ward 4
Ronnie Jones	Councilmember Ward 1
Fred Marsh	Councilmember Ward 3
Harold Miller	Councilmember Ward 2
David Dalrymple	Councilmember Ward 6
George Kondik	Councilmember Ward 5

Councilmembers Absent:

Max Fijewski	Councilmember Ward 7

City Officials in Attendance:

Gary DuFour	City Manager
Thomas J. Maher, Jr.	Finance Director
Nicole Davis	City Clerk
Vince Gurrera	City Solicitor
A.D. Mastrantoni	Utilities Director
Rod Rosnick	Inspections Director

Others in Attendance:

Angelina Dickson	Weirton Daily Times
WTOV News	

Mayor Harris led everyone in reciting the Pledge of Allegiance.

COMMUNICATIONS

The Mayor called to order the Public Hearing regarding Ordinance No. 1636.

CITIZENS COMMENTS

Mr. Vince Oliver

RE: WATER RATE

Mr. Oliver stated, "Mayor, Council, I'd be the first to admit that we need something done with our water, but I don't believe it's an increase in our water price. I just brought a few things here that have come through my city water. This came through most recently, something's growing in the water. It came out of my city tap. Please don't open it. If you do, it's very stinky. This came out last year. I had the water people up there last year to take a sample, and they said it's O.K. to drink. These are also; I don't have a humidifier on my furnace for the winter time so I set pans out on my heat registers. These are pans that came after the water had evaporated. As you look through them, they have holes in them. The city water eats holes. The dates are on the bottom of them. Some of the water came from a tap that I have a filter on, and some of them came from a tap that I do not have a filter on, and some of them came from H2O pros water that has been filtered, and some of it came from spring water. As you will see, all the ones that have holes in them. I did a sample on that one to see if it was just the pan or what it was. You will see that the water ate through this aluminum and also the bottom. If you hold it up you will see holes in the bottom of every pan, except the ones that had spring water in them. Every pan that had Weirton city water in it, which I don't drink and I advise no one else to drink, has holes in it. Every pan that did not have city water, even though it had a residue in it, did not have holes. I think we need to fix the water before we spend 5, or 6, or 7 million dollars, and they say that there is a system on there now to comply with what they're saying we have to comply with, it doesn't work."
Councilman Jones stated that it looks pretty good to me. It's in a white cup.
Mr. Oliver stated, "It looks fine when it comes out of the faucet, look in the jars. It's growing. Whatever is in there is growing."

Mr. Ralph Barone

RE: WATER RATE

Mr. Barone stated, "Mayor, Council I agree with Mr. Oliver. In fact I have H2O pros and two other filters in my house, and every three months my filters are black. I'm here just to remind everybody and ask our City Attorney to check back to 1990, our water rate case that a previous administration tried to stager increases over a period of five years. We had a full hearing; the administrative law judge came to Weirton. I have the whole thing here. The case number is 90051WSMA. The administrative law judge stated that he shall reject the City's requested authority to automatically increase its rates and charges by 5% in subsequent years. The analysis presented by the City which presumed a

fixed annual percentage increase to all future operating expenses is woefully inadequate to reasonably and reliably project the City's revenue requirements in those future periods. Accordingly, any future rate increases adopted by the City will have to be adopted by separate Ordinance and subject to separate scrutiny and possible appeal by affected customers. So I ask the City Attorney to review the whole case because as the law stands you cannot have staggered water rate increases such as you're proposing. I'm not saying you can't. The law might have changed. Some judge could decide differently, but this was decided for a Weirton water rate case in 1990."
The City Attorney stated that you cannot arbitrarily just say you can increase rates under a certain percent. Our scenario we have to do this increase, but under certain blocks.

Mr. David Lashhorn
RE: WATER RATES
Mr. Lashhorn stated, "As Fire Chief I wanted to make sure that it was entered into the record for the hearing. You all have copies of my concerns that Mr. Dufour and I addressed. It involves some of the language changes in there. Also to note that the rate increase does have an effect on the Fire Department's budget; an increase of about $10,000 per year. That is for the repair and maintenance of the fire hydrants. If anyone has any questions or concerns, I think we covered it pretty good."

Mr. Don Taylor
RE: WATER RATES
Mr. Taylor stated, "By the way that jar looks, I know where my kidney stones came from. I am here to say that the water is terrible. It is good to wash your car or take a bath. If the water goes up and we redo all the pipes and everything then I am for it, but to leave everything the way it is I am against it. By the way this looks I know where my kidney stones came from, and thank God I passed them."

The Mayor closed the public hearing comments.

Councilman Ash stated that he had been questioned by citizens whether this amended ordinance is going to cost more than the original ordinance. Mr. Mastrantoni stated that the first ordinance was higher, and the Water board was able to reduce the requested amounts.

The Mayor asked if the water is safe to drink.
Mr. Mastrantoni stated, "The water is assuredly safe to drink. None of our staff would allow anyone to ingest water that we felt was unsafe. We have a very dedicated staff. We take 40 samples at random in the extremities of the system monthly and send them out to an independent laboratory per the regulations of the state of West Virginia Health

Department. All of the water complies with the safe drinking water act currently in place with the exception of the tri-helo-methanes. We have had on occasion had excursions with tri-helo-methanes, and as per the regulations the customer base was informed through consumer confidence report and independent mailings. We are currently under direction, because of those transgressions of the tri-helo-methane content, under a consent order that requires that we upgrade our facilities in order to address those constituents in our water. The water is safe, it will be safer and in compliance after the project."
The Mayor asked Mr. Mastrantoni to send someone from the water department to Mr. Oliver's house to test the water.
Mr. Oliver stated, "They have been there before. I won't let them in this time. What's the purpose? They came in took samples, took them to the plant, and said they don't have facilities there to test them."
The Mayor stated to Mr. Oliver that he had brought in all of these jars and stated on television that the water is unsafe, but won't let the water department test them.
Mr. Oliver stated, "Fine, they can come up and test it."

The Mayor called the special meeting to order.

COMMUNICATIONS

Councilman Miller stated that in a few weeks the annual Wing-Off by the emergency services of the City of Weirton, and offered that people sponsor a police or fireman.
Councilman Miller also stated that he had spoken with members of the county commission regarding having some type of alert in the emergency response to advise the responders that someone is disabled in they place they are going to. The county is making progress with training and technology.

CITIZENS COMMENTS
Mr. Charles Caleffi
RE: STREET PARKING
Mr. Caleffi stated, "I live on the 3800 block of Marlamont Way. I've been there for 43 years. We're talking about putting up signs for garbage trucks. I took videos showing the condition of the street. If you did have an emergency and the City couldn't respond I think you're in for a big lawsuit."

OLD BUSINESS

1. Second reading of amended Ordinance No. 1636 establishing and fixing rates, fees, and charges of the Municipal Water works System of the City of Weirton, West Virginia.

Motion was made by Councilman Jones, second by Councilman Kondik.

Councilman Marsh stated, "After listening to everything that has gone on for the last 4 months, we have seen the ordinance and finally working it out with the Water Board. A lot of things of happened with this, and I think the one thing that disturbs me the most is that this Council was never told that the consent decree was signed. That would have given us a heads-up and some time to work out these issues. The Mayor of Steubenville opened up a very good can in that this valley is going to have to look at some type of a regional water authority. We don't have the people any more. We don't have the money any more. Maybe we just need one water plant that serves five or six towns. For right now this is the cheapest way out of this mess for the people of Weirton."

Councilman Kondik stated, "What really bothers me about the whole thing is that the EPA holds a gun to your head. In 1992 they fined the Council $175,000, and the citizens had to pay that eventually."

Councilman Ash stated, "My problem with the ordinance the way it is right now is that I feel like I got skippered, and I don't know why. I've talked to some members of this body, and they tell me because of this two-tiered system that we have is actually going to cost the residents more now then what it would in the original ordinance. If you remember the original ordinance had a $3.00 per month increase. Now it's $5.00 a month increase and then the actual paying for water. Now the water is cheaper. It was $21.00, and it's down to $19.00. I was against the original ordinance. I am concerned about the second tier. The second tier is going to cost the residents a lot more now if we pass it now. My question is if we just pass the first tier, is that enough to do the actual project and the answer is no."

Motion carried by majority, 5/1.

2. Second reading of amended Ordinance No. 1637 amending the text of the Unified Development Ordinance table 1.

Motion was made by Councilman Jones, second by Councilman Ash.

Motion carried by majority, 6/0.

3. Second reading of Ordinance No. 1638 to authorize Hancock county rural addressing committee to modify and/or create certain numbers and/or names within the City limits in compliance with the statewide addressing project.

Motion was made by Councilman Ash, second by Councilman Jones.

Motion carried by majority, 6/0.

NEW BUSINESS

1. Ordinance to establish a dedicated residential disability parking space for residence at 123 Church Street.

Motion was made by Councilman Dalrymple, second by Councilman Ash.

Councilman Dalrymple asked that this ordinance be read as an emergency reading.

Motion carried by majority, 6/0.

2. Ordinance to amend Ordinance No. 1588, Amendment No. 688 of the Traffic Control Map which established one-sided street parking on the 3700 block of Marlamont Way for a three-month trial basis and enforce permanent one-sided street parking.

Motion was made by Councilman Kondik, second by Councilman Ash.

Councilman Kondik stated that this is for a three month trial and asked for Council's support.

Ms. Davis stated, "The Ordinance we are discussing now is a permanent enforcement on the 3700 block. The 3800 block is on a trial. This is going to be a permanent enforcement of one-sided street parking."

Motion carried by majority, 6/0.

3. Criminal Conspiracy Ordinance.

Motion was made by Councilman Ash, second by Councilman Dalrymple.

Mr. Gurrera stated, "I drafted this ordinance to assist the City court in situations coming up. We would be able to stop a situation on which three or four people purchase drugs and only try to put it on one person. This is a misdemeanor."

Motion carried by majority, 6/0.

4. Ordinance regarding the rezoning of parcel 0148 of tax map W43B located at 101 Cross Street from R-1 single family residential to C-1 highway commercial.

Motion was made by Councilman Jones, second by Councilman Dalrymple.

Councilman Jones asked that this ordinance be read as an emergency reading.

Motion carried by majority, 6/0.

5. Resolution to authorize the City Manager to make amendment to FY 2008 Community Development Block Grant Program (CDBG).

Motion was made by Councilman Ash, second by Councilman Dalrymple.

Motion carried by majority, 6/0.

ADJOURNMENT

With no further business before this May 27, 2009 special session of the Weirton City Council the meeting was adjourned after the closing prayer.

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Rates - pre

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

I, LISA L. BOYER, bookkeeper for the publisher of THE DAILY TIMES a newspaper in the City of Weirton, State of West Virginia, hereby certify that the annexed publication was inserted in said newspaper on the following dates:

Dates: 5-14,21,2009

Given under my hand this 21st day of May 2009

Lisa Boyer

Sworn to and subscribed before me on this 21st day of May 2009

of, in and for HANCOCK COUNTY, WEST VIRGINIA.

NOTARY:

NOTARIAL SEAL
STATE OF OHIO

NANCY KAUFMANN
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES JUNE 9, 2012

Nancy Kaufmann

PUBLIC NOTICE OF AMENDED PROPOSED ORDINANCE RELATING TO WATER RATES, FEES AND CHARGES

Notice is hereby given, that, on the 11th day of May 2009, The CITY OF WEIRTON caused to be read before the City Council, an amended version of Ordinance first read on April 21, 009, proposing increased rates, fees and charges in lieu of those rates and charges contained in its tariff P.S.C. W.Va. No. 9, currently on file with the Public Service Commission of West Virginia, for furnishing water service to customers in Brooke and Hancock Counties, West Virginia and is proposing the adoption of the same. The proposed ordinance is titled:

AN ORDINANCE ESTABLISHING AND FIXING RATES, FEES AND CHARGES OF THE MUNICIPAL WATERWORKS SYSTEM OF THE CITY OF WEIRTON, WEST VIRGINIA

The City Council of Weirton will have its final reading and vote on the ordinance on May 27, 2009. The meeting for the vote on said adoption will be open to the public and will be held in the Weirton City Council Chambers, 200 Municipal Plaza, Weirton, West Virginia, on May 27, 2009, at 9:00 a.m. Interested parties may appear at the meeting and present protests, if any, with respect to the proposed Ordinance.

A copy of the proposed ordinance is available for public inspection at the offices of the City Clerk of the City of Weirton, 200 Municipal Plaza, Weirton, West Virginia.

City of Weirton

5-14, 21, 2009 Adv.

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

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NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES JUNE 9, 2012

Nancy Kaufmann

PUBLIC NOTICE
CITY OF WEIRTON, WEST VIRGINIA
ORDINANCE NO.
AN ORDINANCE ESTABLISHING AND FIXING RATES, FEES AND CHARGES OF THE MUNICIPAL WATERWORKS SYSTEM OF THE CITY OF WEIRTON, WEST VIRGINIA

WHEREAS, it is necessary for the City of Weirton to upgrade its water treatment plant to comply with the Safe Drinking Water Act and to meet the Disinfection and Disinfection By-Products Rule; and

WHEREAS, in order to meet its current day-to-day operating expenses and to cover the cost associated with the contemplated upgrade to its water treatment plant, the City Council of the City of Weirton deems it adviseable and necessary that its present water rates and charges for service provided by its Municipal Waterworks System be increased in two phases; and

WHEREAS, on April 21, 2009, a rate ordinance was introduced which also established that a hearing would be held on May 11, 2009 in advance of the second reading of such rate ordinance; and

WHEREAS, on May 11, 2009, the April 21, 2009 rate ordinance was amended by a majority vote of the City Council; and

WHEREAS, West Virginia Code 8-11-4(a)(3) establishes that a proposed ordinance shall not be materially amended at the same meeting at which it is finally adopted; and

WHEREAS, the amendments to the rate ordinance introduced on April 21, 2009 may be considered material amendments and the City Council believes that public notice of, and a hearing on the amended ordinance should be held in advance of the final reading of the

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

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

AFTER HOURS SERVICE FEE

A service fee of $25.00 will be charged for each separate service call after regular working hours and holidays.

INCREMENTAL COSTS

An amount not to exceed $3.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage. The City of Weirton shall establish a nondiscriminatory policy regarding this provision for leak adjustments.

MULTIPLE OCCUPANCY

Where water service to an apartment building or other multiple occupancy building is provided through a master meter, the charge shall be for the total consumption reflected by the meter reading, or the cumulative total of minimum billings for each unit of said apartment building or other multiple occupancy building, whichever is greater.

CUSTOMER REQUESTED METER TEST

Meter testing is available to all customers. If, upon request from a customer, the City performs a meter test and said test results in a finding that the meter is operating

to the system

MINIMUM BILL

Each customer shall pay a minimum charge of $23.52 bi-monthly (Equivalent to 2,000 gallons of water usage + $12.52 Customer Charge)

5/8 inch meter	$23.52 bi-monthly
3/4 inch meter	$35.30 bi-monthly
1 inch meter	$58.80 bi-monthly
11/4 inch meter	$85.85 bi-monthly
1 1/2 inch meter	$117.60 bi-monthly
2 inch meter	$188.15 bi-monthly
3 inch meter	$352.80 bi-monthly
4 inch meter	$588.00 bi-monthly
6 inch meter	$1,176.00 bi-monthly
8 inch meter	$1,881.60 bi-monthly
10 inch meter	$2,634.24 bi-monthly

FLAT-RATE CHARGE bi-monthly $62.02 bi-monthly

(Customers with non-metered water supply - Equivalent to 9,000 gallons of water usage + $12.52 Customer Charge)

DELAYED PAYMENT PENALTY

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

WATER SERVICE CONNECTION CHARGE

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

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

A tap fee of $350.00, or the actual cost of the connection (which

rules.

SCHEDULE 2
FIRE PROTECTION RATES

APPLICABILITY

Applicable in all areas served by the City of Weirton, West Virginia

AVAILABILITY OF SERVICE

Available for public and private fire protection service

PRIVATE RATES

Where connections, hydrants, sprinklers, etc., on property are maintained by customer.

2 inch service line with hydrants, sprinklers, and/or connections $72.00 Per Year

3 inch service line with hydrants, sprinklers, and/or connections $144.00 Per Year

4 inch service line with hydrants, sprinklers, and/or connections $288.00 Per Year

6 inch service line with hydrants, sprinklers, and/or connections $720.00 Per Year

8 inch service line with hydrants, sprinklers, and/or connections $1,200.00 Per Year

10 inch service line with hydrants, sprinklers, and/or connections $2,400.00 Per Year

12 inch service line with hydrants, sprinklers, and/or connections $3,000.00 Per Year

PERIODIC BILLING

The schedule of rates and charges above may be applied on a monthly, bi-monthly, quarterly, semi-annual or annual basis, provided no lower charges apply.

PUBLIC RATES

Fifty-Two Dollars ($52.00) per quarter.

The City of Weirton is entitled to as many fire hydrants as it may deem necessary; the said City to furnish said hydrants and to pay for the installation thereof, and the Water Department to maintain said hydrants.

SECTION 2. EFFECTIVE DATE

The Phase I rates, fees, and

REDUCED VERSION OF ENTIRE PUBLICATION ON FOLLOWING PAGE

PUBLIC NOTICE
CITY OF WEIRTON,
WEST VIRGINIA
ORDINANCE NO.
AN ORDINANCE ESTABLISHING AND FIXING RATES, FEES AND CHARGES OF THE MUNICIPAL WATERWORKS SYSTEM OF THE CITY OF WEIRTON, WEST VIRGINIA

WHEREAS, it is necessary for the City of Weirton to upgrade its water treatment plant to comply with the Safe Drinking Water Act and to meet the Disinfection and Disinfection By-Products Rule; and

WHEREAS, in order to meet its current day-to-day operating expense and to cover the cost associated with the contemplated upgrade to its water treatment plant, the City Council of the City of Weirton deems it advisable and necessary that its present water rates and charges for service provided by its Municipal Waterworks System be increased in two phases; and

WHEREAS, on April 21, 2009, a rate ordinance was introduced which also established that a hearing would be held on May 11, 2009 in advance of the second reading of such rate ordinance; and

WHEREAS, on May 11, 2009, the April 21, 2009 rate ordinance was amended by a majority vote of the City Council; and

WHEREAS, West Virginia Code 8-11-4(a)(3) establishes that a proposed ordinance shall not be materially amended at the same meeting at which it is finally adopted; and

WHEREAS, the amendments to the rate ordinance introduced on April 21, 2009 may be considered material amendments and the City Council believes that public notice of, and a hearing on the amended ordinance should be held in advance of the final reading of the amended ordinance.

THE CITY COUNCIL OF THE CITY OF WEIRTON HEREBY ORDAINS: The following two-phase increase in rates, fees and charges for water service provided by its Municipal Waterworks System to customers throughout its territory served, are hereby fixed and determined as rates, fees and charges in lieu of those rates, fees and charges contained in its tariff P.S.C. W.Va. No. 9, currently on file with the Public Service Commission of West Virginia:

PHASE I
[Effective 45 Days From Passage of Ordinance]
SCHEDULE 1

APPLICABILITY
Applicable within the entire territory served, inside and outside of the corporate limits of the City of Weirton.

AVAILABILITY OF SERVICE
Available for residential, commercial, industrial and resale water service

COMMODITY RATES (Customers with metered water supply)
All consumption bi-monthly
$4.50 per 1,000 gallons

CUSTOMER CHARGE
A customer charge of $5.40 per month, or a $10.80 bi-monthly flat charge on all metered connections to the system.

MINIMUM BILL
Each customer shall pay a minimum charge of $19.80 bi-monthly (Equivalent to 2,000 gallons of water usage + $10.80 Customer Charge)

5/8 inch meter	$19.80 bi-monthly
3/4 inch meter	$29.70 bi-monthly
1 inch meter	$49.50 bi-monthly
1 1/4 inch meter	$72.28 bi-monthly
1 1/2 inch meter	$99.00 bi-monthly
2 inch meter	$158.40 bi-monthly
3 inch meter	$297.00 bi-monthly
4 inch meter	$495.00 bi-monthly
6 inch meter	$990.00 bi-monthly
8 inch meter	$1,584.00 bi-monthly
10 inch meter	$2,217.60 bi-monthly

FLAT-RATE CHARGE (bi-monthly)
$51.30 bi-monthly
(Customers with non-metered water supply - Equivalent to 9,000 gallons of water usage + $10.80 Customer Charge)

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

WATER SERVICE CONNECTION CHARGE
The following charges are to be made whenever the utility installs a new tap to serve an applicant:
A tap fee of $100.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding.
A tap fee of $350.00, or the actual cost of the connection (solely determined by the City), whichever is greater, will be charged to all customers who apply for service outside a certificate proceeding before the Commission for each new tap to the system.

MONTHLY OR BI-MONTHLY BILLING
The above rates and charges may be adjusted to a monthly or bi-monthly basis, providing no lower charges apply.

RETURNED CHECK CHARGE
A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

DISCONNECT CHARGE/ RECONNECTION CHARGE/ ADMINISTRATIVE FEE
Water service will not be restored until all past due water bills have been paid in full and all accrued penalties plus a disconnection charge of $25.00 have been paid.
There shall be a $25.00 reconnection charge paid prior to restoration of water service which has been previously disconnected for any reason.
In the event that City staff or agents collect money at the customer's residence or otherwise give the customer the opportunity to pay the bill at the office in order to stop disconnection, an administrative fee of $25.00 shall be paid in addition to other charges to prevent disconnection.

AFTER HOURS SERVICE FEE
A service fee of $25.00 will be charged for each separate service call after regular working hours and holidays.

INCREMENTAL COSTS
An amount not to exceed $3.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage. The City of Weirton shall establish a nondiscriminatory policy regarding this provision for leak adjustments.

MULTIPLE OCCUPANCY
Where water service to an apartment building or other multiple occupancy building is provided through a master meter, the charge shall be for the total consumption reflected by the meter reading, or the cumulative total of minimum billings for each unit of said apartment building or other multiple occupancy building, whichever is greater.

CUSTOMER REQUESTED METER TEST
Meter testing is available to all customers. If, upon request from a customer, the City performs a meter test and said test results in a finding that the meter is operating accurately, the customer will be charged Twenty-Five Dollars ($25.00).
If the meter test reflects that the meter is inaccurate or faulty, no charge will be made to the customer.

CUSTOMER REQUESTED RECHECK OF METER READING
If a customer requests a recheck of a meter reading and it is determined that the initial meter reading is correct and substantiated by the recheck, the customer will be charged Ten Dollars ($10.00). However, if the recheck of the meter reading reflects that there was an erroneous initial reading, no charge will be made to the customer.

RELOCATION OF WATER METERS
A service charge of $125.00 shall be charged for a customer's meter to be moved from within a dwelling to an outside meter pit.

METHOD OF PAYMENT
Customers may pay their bills with cash, money order, VISA, MasterCard, and Telecheck.

EFT, ACH, CREDIT CARD AND DROP BOX PAYMENTS
A service charge will be imposed on EFT, ACH, Credit Card or Drop Box payments. The amount shall be equal to the actual charges to the Utility from the financial institution for processing payment.

SECURITY DEPOSIT
In accordance with West Virginia law and Public Service Commission rules.

SCHEDULE 2
FIRE PROTECTION RATES

APPLICABILITY
Applicable in all areas served by the City of Weirton, West Virginia

AVAILABILITY OF SERVICE
Available for public and private fire protection service

PRIVATE RATES
Where connections, hydrants, sprinklers, etc. on property are maintained by customer:
2 inch service line with hydrants, sprinklers, and/or connections
$72.00 Per Year
3 inch service line with hydrants, sprinklers, and/or connections
$144.00 Per Year
4 inch service line with hydrants, sprinklers, and/or connections
$288.00 Per Year
6 inch service line with hydrants, sprinklers, and/or connections
$720.00 Per Year
8 inch service line with hydrants, sprinklers, and/or connections
$1,200.00 Per Year
10 inch service line with hydrants, sprinklers, and/or connections
$2,400.00 Per Year
12 inch service line with hydrants, sprinklers, and/or connections
$3,000.00 Per Year

PERIODIC BILLING
The schedule of rates and charges above may be applied on a monthly, bi-monthly, quarterly, semi-annual or annual basis, provided no lower charges apply.

PUBLIC RATE
Fifty-Two Dollars ($52.00) per quarter.
The City of Weirton is entitled to as many fire hydrants as it may deem necessary; the said City to furnish said hydrants and to pay for the installation thereof, and the Water Department to maintain said hydrants.

PHASE II
[Effective upon completion of the water treatment plant upgrade project or upon commencement of debt service, whichever first occurs]
SCHEDULE 1

APPLICABILITY
Applicable within the entire territory served, inside and outside of the corporate limits of the City of Weirton.

AVAILABILITY OF SERVICE
Available for residential, commercial industrial and resale water service.

COMMODITY RATES (Customers with metered water supply)
All consumption bi-monthly
$5.80 per 1,000 gallons

CUSTOMER CHARGE
A customer charge of $5.26 per month, or a $12.52 bi-monthly flat charge on all metered connections to the system

MINIMUM BILL
Each customer shall pay a minimum charge of $29.52 bi-monthly (Equivalent to 2,000 gallons of water usage + $12.52 Customer Charge)

5/8 inch meter	$23.62 bi-monthly
3/4 inch meter	$35.50 bi-monthly
1 inch meter	$58.80 bi-monthly
1 1/4 inch meter	$86.65 bi-monthly
1 1/2 inch meter	$117.60 bi-monthly
2 inch meter	$188.15 bi-monthly
3 inch meter	$352.80 bi-monthly
4 inch meter	$588.00 bi-monthly
6 inch meter	$1,176.00 bi-monthly
8 inch meter	$1,881.60 bi-monthly
10 inch meter	$2,634.24 bi-monthly

FLAT-RATE CHARGE bi-monthly
$62.02 bi-monthly
(Customers with non-metered water supply - Equivalent to 9,000 gallons of water usage + $12.52 Customer Charge)

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

WATER SERVICE CONNECTION CHARGE
The following charges are to be made whenever the utility installs a new tap to serve an applicant:
A tap fee of $100.00 will be charged to customers applying for service before construction is completed adjacent to the customer's premises in connection with a certificate proceeding before the Commission. This pre-construction tap fee will be invalid after the completion of construction adjacent to an applicant's premises that is associated with a certificate proceeding.
A tap fee of $350.00, or the actual cost of the connection (solely determined by the City), whichever is greater, will be charged to all customers who apply for service outside a certificate proceeding before the Commission for each new tap to the system.

MONTHLY OR BI-MONTHLY BILLING
The above rates and charges may be adjusted to a monthly or bi-monthly basis, providing no lower charges apply.

RETURNED CHECK CHARGE
A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

DISCONNECT CHARGE/ RECONNECTION CHARGE/ ADMINISTRATIVE FEE
Water service will not be restored until all past due water bills have been paid in full and all accrued penalties plus a disconnection charge of $25.00 have been paid.
There shall be a $25.00 reconnection charge paid prior to restoration of water service which has been previously disconnected for any reason.
In the event that City staff or agents collect money at the customer's residence or otherwise give the customer the opportunity to pay the bill at the office in order to stop disconnection, an administrative fee of $25.00 shall be paid in addition to other charges to prevent disconnection.

AFTER HOURS SERVICE FEE
A service fee of $25.00 will be charged for each separate service call after regular working hours and holidays.

INCREMENTAL COSTS
An amount not to exceed $3.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage. The City of Weirton shall establish a nondiscriminatory policy regarding the provision for leak adjustments.

MULTIPLE OCCUPANCY
Where water service to an apartment building or other multiple occupancy building is provided through a master meter, the charge shall be for the total consumption reflected by the meter reading, or the cumulative total of minimum billings for each unit of said apartment building or other multiple occupancy building, whichever is greater.

CUSTOMER REQUESTED METER TEST
Meter testing is available to all customers. If, upon request from a customer, the City performs a meter test and said test results in a finding that the meter is operating accurately, the customer will be charged Twenty-Five Dollars ($25.00).
If the meter test reflects that the meter is inaccurate or faulty, no charge will be made to the customer.

CUSTOMER REQUESTED RECHECK OF METER READING
If a customer requests a recheck of a meter reading and it is determined that the initial meter reading is correct and substantiated by the recheck, the customer will be charged Ten Dollars ($10.00). However, if the recheck of the meter reading reflects that there was an erroneous initial reading, no charge will be made to the customer.

RELOCATION OF WATER METERS
A service charge of $125.00 shall be charged for a customer's meter to be moved from within a dwelling to an outside meter pit.

METHOD OF PAYMENT
Customers may pay their bills with cash, money order, VISA, MasterCard, and Telecheck.

EFT, ACH, CREDIT CARD AND DROP BOX PAYMENTS
A service charge will be imposed on EFT, ACH, Credit Card or Drop Box payments. The amount shall be equal to the actual charges to the Utility from the financial institution for processing payment.

SECURITY DEPOSIT
In accordance with West Virginia law and Public Service Commission rules.

SCHEDULE 2
FIRE PROTECTION RATES

APPLICABILITY
Applicable in all areas served by the City of Weirton, West Virginia

AVAILABILITY OF SERVICE
Available for public and private fire protection service

PRIVATE RATES
Where connections, hydrants, sprinklers, etc. on property are maintained by customer:
2 inch service line with hydrants, sprinklers, and/or connections
$72.00 Per Year
3 inch service line with hydrants, sprinklers, and/or connections
$144.00 Per Year
4 inch service line with hydrants, sprinklers, and/or connections
$288.00 Per Year
6 inch service line with hydrants, sprinklers, and/or connections
$720.00 Per Year
8 inch service line with hydrants, sprinklers, and/or connections
$1,200.00 Per Year
10 inch service line with hydrants, sprinklers, and/or connections
$2,400.00 Per Year
12 inch service line with hydrants, sprinklers, and/or connections
$3,000.00 Per Year

PERIODIC BILLING
The schedule of rates and charges above may be applied on a monthly, bi-monthly, quarterly, semi-annual or annual basis, provided no lower charges apply.

PUBLIC RATES
Fifty-Two Dollars ($52.00) per quarter.
The City of Weirton is entitled to as many fire hydrants as it may deem necessary; the said City to furnish said hydrants and to pay for the installation thereof, and the Water Department to maintain said hydrants.

SECTION 2. EFFECTIVE DATE
The Phase I rates, fees, and charges set forth above shall become effective 45 days after the enactment hereof.
The Phase II rates, fees, and charges set forth above shall become effective upon completion of the water treatment plant upgrade project or upon commencement of debt service, whichever first occurs.

SECTION 3 SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES
The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date of the fees, rates and charges as herein set forth, all ordinance, resolutions, orders or part thereof in conflict with the provisions of this Ordinance are, to the extent of the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, order or pans thereof, the same shall remain in full force and effect.

SECTION 4 STATUTORY NOTICE AND PUBLIC HEARING
Upon introduction hereof, the City Clerk shall publish Notice of this Ordinance, in the The Brooke County Review and in The Weirton Daily Times, being newspapers published and of general circulation in Brooke and Hancock Counties, West Virginia, as a Class II publication. The first publication shall be made at least ten (10) days prior to the date set for the public hearing on the ordinance and the second publication at least five (5) days before the meeting of the City Council at which a final reading and vote on the ordinance will be held. Said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on the 27th of May, 2009 at 9:00 a.m. and present protests, if any. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper on the premises.
Further, said Notice shall advise the public that a copy of this ordinance is available for public inspection.

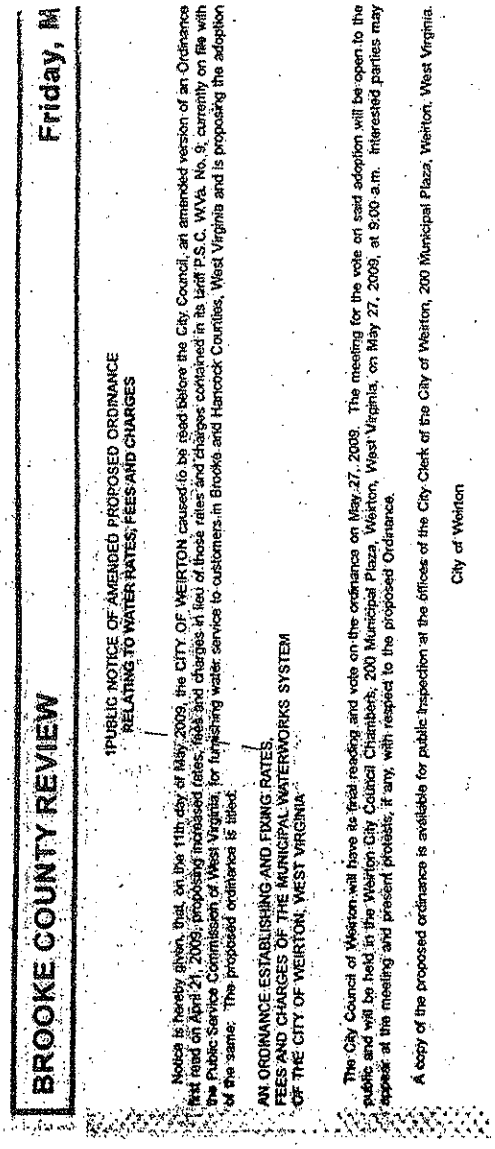
City Clerk

5-14, 21, 2009 Adv.

CERTIFICATE OF PUBLICATION

The Brooke County Review

Brooke County
Wellsburg, West Virginia



BROOKE COUNTY REVIEW Friday, M

PUBLIC NOTICE OF AMENDED PROPOSED ORDINANCE
RELATING TO WATER RATES, FEES AND CHARGES

Notice is hereby given, that on the 11th day of May, 2009, the CITY OF WEIRTON caused to be read before the City Council, an amended version of an Ordinance first read on April 21, 2009, proposing increased rates, fees and charges in lieu of those rates and charges contained in its tariff P.S.C. WVa. No. 9, currently on file with the Public Service Commission of West Virginia, for furnishing water service to customers in Brooke and Hancock Counties, West Virginia and is proposing the adoption of the same. The proposed ordinance is titled:

AN ORDINANCE ESTABLISHING AND FIXING RATES, FEES AND CHARGES OF THE MUNICIPAL WATERWORKS SYSTEM OF THE CITY OF WEIRTON, WEST VIRGINIA

The City Council of Weirton will have its final reading and vote on the ordinance on May 27, 2009. The meeting for the vote on said adoption will be open to the public and will be held in the Weirton City Council Chambers, 200 Municipal Plaza, Weirton, West Virginia, on May 27, 2009, at 9:00 a.m. Interested parties may appear at the meeting and present protests, if any, with respect to the proposed Ordinance.

A copy of the proposed ordinance is available for public inspection at the offices of the City Clerk of the City of Weirton, 200 Municipal Plaza, Weirton, West Virginia.

City of Weirton

I, J.W. George Wallace, publisher of The Brooke County Review, a newspaper of general circulation in Brooke County, West Virginia, published in Wellsburg, hereby Certifies that the attached advertisement was duly published in said Newspaper two successive weeks in the issues of

May 15, 2009

May 22, 2009

Given under my hand this 22 day of May 2009

Publisher of the Brooke County Review

Printer's Fee $107.86 Notice of Amended Ordinance Weirton

Subscribed and sworn to this 22 day of 5/ 2009.

Sandra L Loar

My Commission expires May 04, 2014

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
SANDRA L. LOAR
Brooke Publishing, Inc.
319 Charles Street, P.O. Box 591
Wellsburg, West Virginia 26070-0591
My Commission Expires May 4, 2014

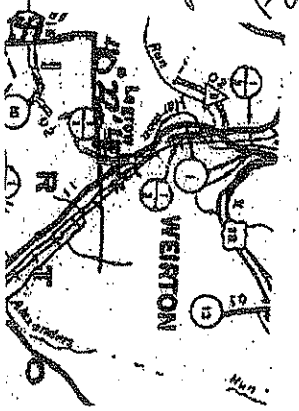
p12

CERTIFICATE OF PUBLICATION

The Brooke County Review

Brooke County
Wellsburg, West Virginia

Reduced Version of Publication on Following 3 pages



...onsidered prior to any state action on the subject application. ...ephone number of the writer, and a concise statement of the nature

...view during the comment period at the DEP regional office located ...1220; between 8 a.m. and 5 p.m., Monday through Friday. To receive ...modification modification, please contact Dawn Jones at the Division ...Street, SE, Charleston, WV 25304, (304) 926-0485; between 8 a.m.

...ignificant degree of public interest on issues relevant to the permit ...subject application or to request a public hearing, you may contact ...public comment period at the above address.

FOR SALE: Oil Furnaces, $200.00 to $550.00. Gas Furnace from Double wide $200.00; Oil Tanks $75.00 ea, No Leaks; Elec Furnance $175.00. Call 304-394-1277 or 304-280-7618.

FOR SALE Brand new $1200 lift chair. Light blue. Never used $800 cash. FOR SALE: 1991 Geo Tracker. Good work car. $500 cash. Phone 304-394-5334.

BROOKE HILLS PARK COMMUNITY YARD SALE: Its Yard Sale time again dig out all the things you don't use and make a little money or come get some great buys at our Brooke Hills Park Community yard sale on May 23 & 24 on the fairground .....Table space $5.00 ...

...quick sale $10,000. Call (304) 295-9090

HOME FOR SALE: Colliers, 2 bedrm., 1 bath, full basement, 2 car garage, 2 acres with extra septic & water hookup for lot, asking $60,000. Call 304-748-3271.

FOR RENT: Apt - Windsor Heights, $450.00 mo + Sec Dep, NO Pets 2 bedrm. 304-280-7618 or 304-394-1277.

EMPLOYMENT

WANTED: Part-Time Office Cleaning in Wellsburg. M-F evenings, $9.00 per hour. Call 304-232-0990.

I, J.W. George Wallace, publisher of The Brooke County Review, a newspaper of general circulation in Brooke County, West Virginia, published in Wellsburg, hereby Certifies that the attached advertisement was duly published in said Newspaper two successive weeks in the issues of

May 15, 2009

May 22, 2009

Given under my hand this 22 day of May 2009

J.W. Wallace

Publisher of the Brooke County Review

Printer's Fee $1533.98 ORDINANCE --WEIRTON

Subscribed and sworn to this 22 day of May 2009.

Sandra L Loar

My Commission expires May 04, 2014

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
SANDRA L. LOAR
Brooke Publishing, Inc.
319 Charles Street, P.O. Box 591
Wellsburg, West Virginia 26070-0591
My Commission Expires May 4, 2014

CITY OF WEIRTON, WEST VIRGINIA
ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING AND FIXING RATES,
FEES AND CHARGES OF THE MUNICIPAL WATERWORKS SYSTEM
OF THE CITY OF WEIRTON, WEST VIRGINIA

WHEREAS, it is necessary for the City of Weirton to upgrade its water treatment plant to comply with the Safe Drinking Water Act and to meet the Disinfection and Disinfection By-Products Rule; and

WHEREAS, in order to meet its current day-to-day operating expenses and to cover the cost associated with the contemplated upgrade to its water treatment plant, the City Council of the City of Weirton deems it advisable and necessary that its present water rates and charges for service provided by its Municipal Waterworks System be increased in two phases; and

WHEREAS, on April 21, 2009, a rate ordinance was introduced which also established that a hearing would be held on May 11, 2009 in advance of the second reading of such rate ordinance; and

WHEREAS, on May 11, 2009, the April 21, 2009 rate ordinance was amended by a majority vote of the City Council; and

WHEREAS, *West Virginia Code* §8-11-4(e)(3) establishes that a proposed ordinance shall not be materially amended at the same meeting at which it is finally adopted; and

WHEREAS, the amendments to the rate ordinance introduced on April 21, 2009 may be considered material amendments and the City Council believes that public notice of, and a hearing on the amended ordinance should be held in advance of the final reading of the amended ordinance.

THE CITY COUNCIL OF THE CITY OF WEIRTON HEREBY ORDAINS: The following two-phase increase in rates, fees and charges for water service provided by its Municipal Waterworks System to customers throughout its territory served, are hereby fixed and determined as rates, fees and charges in lieu of those rates, fees and charges contained in its tariff P.S.C. W.Va. No. 9, currently on file with the Public Service Commission of West Virginia:

PHASE I
(Effective 45 Days From Passage of Ordinance)

SCHEDULE 1

APPLICABILITY
Applicable within the entire territory served, inside and outside of the corporate limits of the City of Weirton

AVAILABILITY OF SERVICE
Available for residential, commercial, industrial and resale water service

COMMODITY RATES (Customers with metered water supply)
All consumption bi-monthly $ 4.50 per 1,000 gallons

CUSTOMER CHARGE
A customer charge of $5.40 per month, or a $10.80 bi-monthly flat charge on all metered connections to the system.

MINIMUM BILL
Each customer shall pay a minimum charge of $19.80 bi-monthly
(Equivalent to 2,000 gallons of water usage + $10.80 customer Charge)

5/8	inch meter	$ 19.80	bi-monthly
3/4	inch meter	$ 29.70	bi-monthly
1	inch meter	$ 49.50	bi-monthly
1 - 1/4	inch meter	$ 72.25	bi-monthly
1 - 1/2	inch meter	$ 99.00	bi-monthly
2	inch meter	$ 158.40	bi-monthly
3	inch meter	$ 297.00	bi-monthly
4	inch meter	$ 495.00	bi-monthly
6	inch meter	$ 990.00	bi-monthly
8	inch meter	$ 1,584.00	bi-monthly
10	inch meter	$ 2,217.60	bi-monthly

FLAT-RATE CHARGE (bi-monthly) $51.30 bi-monthly
(Customers with non-metered water supply - Equivalent to 9,000 gallons of water usage + $10.80 Customer Charge)

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

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

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

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

MONTHLY OR BI-MONTHLY BILLING
The above rates and charges may be adjusted to a monthly or bi-monthly basis, providing no lower charges apply.

RETURNED CHECK CHARGE
A service charge of $25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank for any reason.

DISCONNECT CHARGE/RECONNECTION CHARGE/ADMINISTRATIVE FEE
Water service will not be restored until all past due water bills have been paid in full and all accrued penalties plus a disconnection charge of $25.00 have been paid.

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

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

AFTER HOURS SERVICE FEE
A service fee of $25.00 will be charged for each separate service call after regular working hours and holidays.

INCREMENTAL COSTS
An amount not to exceed $3.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage. The City of Weirton shall establish a non-discriminatory policy regarding the provision for leak adjustments.

MULTIPLE OCCUPANCY
Where water service to an apartment building or other multiple occupancy building is provided through a master meter, the charge shall be for the total consumption reflected by the meter reading, or the cumulative total of minimum billings for each unit of said apartment building or other multiple occupancy building, whichever is greater.

The Brooke County Review
Brooke County
Wellsburg, West Virginia

I, J.W. George Wallace, publisher of The Brooke County Review, a newspaper of general

CUSTOMER REQUESTED METER TEST

Meter testing is available to all customers. If, upon request from a customer, the City performs a meter test and said test results in a finding that the meter is measuring accurately, the customer will be charged Twenty-Five Dollars ($25.00).

If the meter test reflects that the meter is inaccurate or faulty, no charge will be made to the customer.

CUSTOMER REQUESTED RECHECK OF METER READING

If a customer requests a recheck of a meter reading and it is determined that the initial meter reading is correct and substantiated by the recheck, the customer will be charged Ten Dollars ($10.00). However, if the recheck of the meter reading reflects that there was an erroneous initial reading, no charge will be made to the customer.

RELOCATION OF WATER METERS

A service charge of $125.00 shall be charged for a customer's meter to be moved from within a dwelling to an outside meter pit.

METHOD OF PAYMENT

Customers may pay their bills with cash, money order, VISA, MasterCard, and Telecheck.

EFT, ACH, CREDIT CARD AND DROP BOX PAYMENTS

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

SECURITY DEPOSIT

In accordance with West Virginia law and Public Service Commission rules.

SCHEDULE 2

FIRE PROTECTION RATES

APPLICABILITY

Applicable in all areas served by the City of Welton, West Virginia

AVAILABILITY OF SERVICE

Available for public and private fire protection service

PRIVATE RATES

Where connections, hydrants, sprinklers, etc. on property are maintained by customer:

	Per Year
2 inch service line with hydrants, sprinklers, and/or connections	$ 72.00
3 inch service line with hydrants, sprinklers, and/or connections	$ 144.00
4 inch service line with hydrants, sprinklers, and/or connections	$ 288.00
6 inch service line with hydrants, sprinklers, and/or connections	$ 720.00
8 inch service line with hydrants, sprinklers, and/or connections	$1,200.00
10 inch service line with hydrants, sprinklers, and/or connections	$2,400.00
12 inch service line with hydrants, sprinklers, and/or connections	$3,000.00

PERIODIC BILLING

The schedule of rates and charges above may be applied on a monthly, bi-monthly, quarterly, semi-annual or annual basis, provided no lower charges apply.

PUBLIC RATES

Fifty-Two Dollars ($52.00) per quarter.

The City of Welton is entitled to as many fire hydrants as it may deem necessary; the said City to furnish said hydrants and to pay for the installation thereof and the Water Department to maintain said hydrants.

PHASE II

[Effective upon completion of the water treatment plant upgrade project or upon commencement of debt service, whichever first occurs]

SCHEDULE 1

APPLICABILITY

Applicable within the entire territory served, inside and outside of the corporate limits of the City of Welton

AVAILABILITY OF SERVICE

Available for residential, commercial, industrial and resale water service

COMMODITY RATES (Customers with metered water supply)

All consumption bi-monthly $ 5.50 per 1,000 gallons

CUSTOMER CHARGE

A customer charge of $6.26 per month, or a $12.52 bi-monthly flat charge on all metered connections to the system.

MINIMUM BILL

Each customer shall pay a minimum charge of $23.52 bi-monthly
(Equivalent to 2,000 gallons of water usage + $12.52 Customer Charge)

5/8 inch meter	$	23.52 bi-monthly
3/4 inch meter	$	35.30 bi-monthly
1 inch meter	$	58.80 bi-monthly
1 - 1/4 inch meter	$	65.85 bi-monthly
1 - 1/2 inch meter	$	117.60 bi-monthly
2 inch meter	$	188.16 bi-monthly
3 inch meter	$	352.80 bi-monthly
4 inch meter	$	588.00 bi-monthly
6 inch meter	$	1,176.00 bi-monthly
8 inch meter	$	1,881.60 bi-monthly
10 inch meter	$	2,634.24 bi-monthly

FLAT-RATE CHARGE (bi-monthly) $52.00 bi-monthly
(Customers with non-metered water supply - Equivalent to 9,000 gallons of water usage + $12.52 Customer Charge)

DELAYED PAYMENT PENALTY

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

WATER SERVICE CONNECTION CHARGE

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

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

A tap fee of $950.00, or the actual cost of the connection (solely determined by the City), whichever is greater, will be charged to all customers who apply for service outside a certificate proceeding before the Commission for each new tap to the system.

MONTHLY OR BI-MONTHLY BILLING

The above rates and charges may be adjusted to a monthly or bi-monthly basis, providing no lower charges apply.

RETURNED CHECK CHARGE

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

DISCONNECT CHARGE/RECONNECTION CHARGE/ADMINISTRATIVE FEE

DISCONNECT CHARGE/RECONNECTION CHARGE/ADMINISTRATIVE FEE
Water service will not be restored until all past due water bills have been paid in full and all accrued penalties plus a disconnection charge of $25.00 have been paid.

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

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

AFTER HOURS SERVICE FEE
A service fee of $25.00 will be charged for each separate service call after regular working hours and holidays.

INCREMENTAL COSTS
An amount not to exceed $3.00 per 1,000 gallons is to be used when a bill reflects unusual consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage. The City of Weirton shall establish a nondiscriminatory policy regarding this provision for leak adjustments.

MULTIPLE OCCUPANCY
Where water service to an apartment building or other multiple occupancy building is provided through a master meter, the charge shall be for the total consumption reflected by the meter reading, or the cumulative total of minimum billings for each unit of said apartment building or other multiple occupancy building, whichever is greater.

CUSTOMER REQUESTED METER TEST
Meter testing is available to all customers. If, upon request from a customer, the City performs a meter test and said test results in a finding that the meter is operating accurately, the customer will be charged Twenty-Five Dollars ($25.00).

If the meter test reflects that the meter is inaccurate or faulty, no charge will be made to the customer.

CUSTOMER REQUESTED RECHECK OF METER READING
If a customer requests a recheck of a meter reading and it is determined that the initial meter reading is correct and substantiated by the recheck, the customer will be charged Ten Dollars ($10.00). However, if the recheck of the meter reading reflects that there was an erroneous initial reading, no charge will be made to the customer.

RELOCATION OF WATER METERS
A service charge of $125.00 shall be charged for a customer's meter to be moved from within a dwelling to an outside meter pit.

METHOD OF PAYMENT
Customers may pay their bills with cash, money order, VISA, MasterCard, and Telecheck.

EFT, ACH, CREDIT CARD AND DROP BOX PAYMENTS
A service charge will be imposed on EFT, ACH, Credit Card or Drop Box payments. The amount shall be equal to the actual charges to the Utility from the financial institution for processing payment.

SECURITY DEPOSIT
In accordance with West Virginia law and Public Service Commission rules.

SCHEDULE 2

FIRE PROTECTION RATES

APPLICABILITY
Applicable in all areas served by the City of Weirton, West Virginia

AVAILABILITY OF SERVICE
Available for public and private fire protection service

PRIVATE RATES
Where connections, hydrants, sprinklers, etc. on property are maintained by customer:

	Per Year
2 inch service line with hydrants, sprinklers, and/or connections	$ 72.00
3 inch service line with hydrants, sprinklers, and/or connections	$ 144.00
4 inch service line with hydrants, sprinklers, and/or connections	$ 288.00
6 inch service line with hydrants, sprinklers, and/or connections	$ 720.00
8 inch service line with hydrants, sprinklers, and/or connections	$1,200.00
10 inch service line with hydrants, sprinklers, and/or connections	$2,400.00
12 inch service line with hydrants, sprinklers, and/or connections	$3,000.00

PERIODIC BILLING
The schedule of rates and charges above may be applied on a monthly, bi-monthly, quarterly, semi-annual or annual basis, provided no lower charges apply.

PUBLIC RATES
Fifty-Two Dollars ($52.00) per quarter.

The City of Weirton is entitled to as many fire hydrants as it may deem necessary; the said City to furnish said hydrants and to pay for the installation thereof, and the Water Department to maintain said hydrants.

SECTION 2. EFFECTIVE DATE

The Phase I rates, fees, and charges set forth above shall become effective 45 days after the enactment hereof.

The Phase II rates, fees, and charges set forth above shall become effective upon completion of the water treatment plant upgrade project or upon commencement of debt service, whichever first occurs.

SECTION 3. SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date of the fees, rates and charges as herein set forth, all ordinance, resolutions, orders or part thereof in conflict with the provisions of this Ordinance are, to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, order or parts thereof, the same shall remain in full force and effect.

SECTION 4. STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the City Clerk shall publish Notice of this Ordinance, in *The Brooke County Review* and in *The Weirton Daily Times*, being newspapers published and of general circulation in Brooke and Hancock Counties, West Virginia, as a Class II publication. The first publication shall be made at least ten (10) days prior to the date set for the public hearing on the ordinance and the second publication at least five (5) days before the meeting of the City Council at which a final reading and vote on the ordinance will be held. Said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on the 27th day of May, 2009 at 9:00 a.m., and present protests, if any. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper on the premises.

Further, said Notice shall advise the public that a copy of this ordinance is available for public inspection.

City Clerk

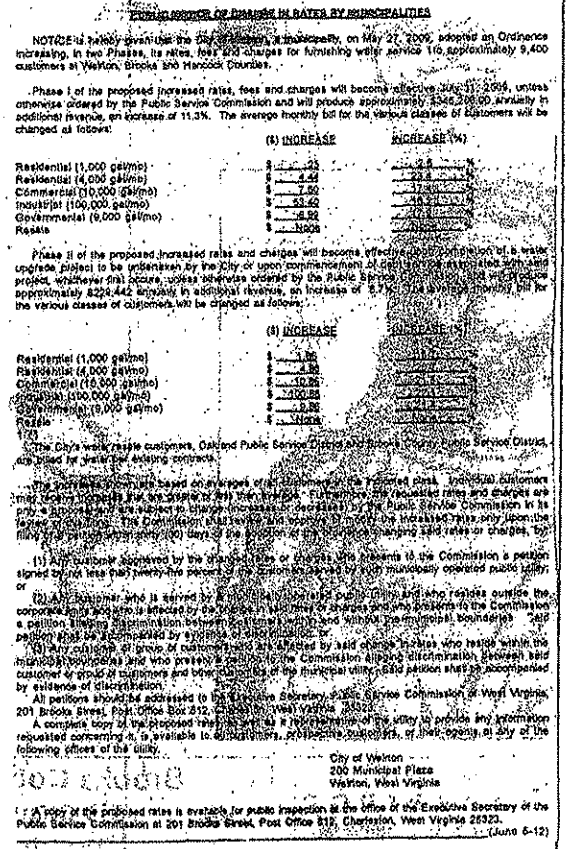
J.W. George Wallace ____, publishe
The Brooke County Review, a newspaper of ge
ty, West Vir
that

rates - post

CERTIFICATE OF PUBLICATION

The Brooke County Review

Brooke County
Wellsburg, West Virginia



PUBLIC NOTICE OF CHANGE IN RATES BY MUNICIPALITIES

NOTICE is hereby given that the City of Wellsburg, Incorporated, on May 21, 2009, adopted an Ordinance increasing, in two Phases, its rates, fees and charges for furnishing water service to approximately 9,400 customers at Wellsburg, Brooke and Hancock Counties.

Phase I of the proposed increased rates, fees and charges will become effective July 1, 2009, unless otherwise ordered by the Public Service Commission and will produce approximately $346,200.00 annually in additional revenue, an increase of 11.3%. The average monthly bill for the various classes of customers will be changed as follows:

	($) INCREASE	INCREASE (%)
Residential (1,000 gal/mo)	$ 2.93	22.6 %
Residential (4,000 gal/mo)	$ 4.44	23.4 %
Commercial (10,000 gal/mo)	$ 7.00	17.9 %
Industrial (100,000 gal/mo)	$ 53.40	16.1 %
Governmental (9,000 gal/mo)	$ 6.92	17.8 %
Resale	$ None	None

Phase II of the proposed increased rates and charges will become effective upon completion of a water upgrade project to be undertaken by the City or upon commencement of operation of new facilities with said project, whichever first occurs, unless otherwise ordered by the Public Service Commission and will produce approximately $224,442 annually in additional revenue, an increase of 6.7% (7.04 in average monthly bill for the various classes of customers will be changed as follows:

	($) INCREASE	INCREASE (%)
Residential (1,000 gal/mo)	$ 1.86	11.1 %
Residential (4,000 gal/mo)	$ 4.50	23.7 %
Commercial (10,000 gal/mo)	$ 10.50	21.5 %
Industrial (100,000 gal/mo)	$ 100.00	23.1 %
Governmental (9,000 gal/mo)	$ 9.90	21.2 %
Resale	$ None	None

The City's wate resale customers, Oakland Public Service District and Brooke County Public Service District, are bound for years the existing contracts.

The monthly water bill is based on averages of the consumption in the foregoing class. Individual customers may receive increases that are greater or less than those shown. Furthermore, the requested rates and charges are only a proposal and are subject to change (increased or decreased) by the Public Service Commission in its review of the rates. The Commission shall review and approve any request for the increased rates only upon the filing of a petition within sixty (60) days of the adoption of the ordinance changing said rates or charges, by:

(1) Any customer approved by the changed rates or his duly authorized agent to the Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility; or

(2) Any customer who is served by a municipally operated public utility and who resides outside the corporate limits and who is affected by the change in customary charges and who presents to the Commission a petition alleging discrimination between customers within and without the municipal boundaries. Said petition shall be accompanied by evidence of discrimination; or

(3) Any customer or group of customers and are affected by said change in rates who reside within the municipal boundaries and who present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the municipal utility. Said petition shall be accompanied by evidence of discrimination.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, Post Office Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rate change, as well as information of the utility to provide any information requested concerning it, is available to customers, prospective customers, or their agents, at any of the following offices of the utility:

City of Wellsburg
200 Municipal Plaza
Wellsburg, West Virginia

A copy of the proposed rates is available for public inspection at the office of the Executive Secretary of the Public Service Commission at 201 Brooks Street, Post Office 812, Charleston, West Virginia 25323.

(June 5-12)

I, J.W. George Wallace, publisher of The Brooke County Review, a newspaper of general circulation in Brooke County, West Virginia, published in Wellsburg, hereby Certifies that the attached advertisement was duly published in said Newspaper 2 successive weeks in the issues of June 5 & 12, 2009

Given under my hand this 12 day of June 2009

Publisher of the Brooke County Review

Printer's Fee $ 205.70

Subscribed and sworn to this 12 day of June 2009

Sandra L. Loar

My Commission expires May 04, 2014

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
SANDRA L. LOAR
Brooke Publishing, Inc.
319 Charles Street, P.O. Box 591
Wellsburg, West Virginia 26070-0591
My Commission Expires May 4, 2014

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

I, **LISA L. BOYER**, bookkeeper for the publisher of THE DAILY TIMES a newspaper in the City of Weirton, State of West Virginia, hereby certify that the annexed publication was inserted in said newspaper on the following dates:

Dates: 6-1,8,2009

Given under my hand this 5th day of June 2009

Lisa Boyer

Sworn to and subscribed before me on this 5th day of June 2009

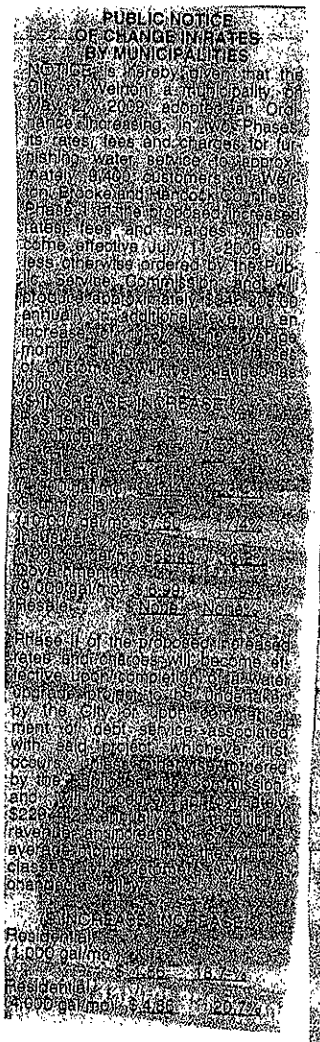
of, in and for HANCOCK COUNTY, WEST VIRGINIA.

NOTARY:

NOTARIAL SEAL
STATE OF OHIO

PATRICIA J. SCHEEL
NOTARY PUBLIC
STATE OF OHIO
MY COMMISSION EXPIRES 02/05/2013

Patricia J. Scheel



PUBLIC NOTICE
OF CHANGE IN RATES
BY MUNICIPALITIES

Notice is hereby given that the City of Weirton, a municipality of Hancock County, adopted an Ordinance increasing, in two Phases, its rates, fees and charges for furnishing water service to approximately 9,400 customers in Weirton, Brooke and Hancock Counties. Phase I of the proposed increased rates, fees and charges will become effective July 11, 2009, unless otherwise ordered by the Public Service Commission, and will produce approximately $1,348,208.00 annually in additional revenue, an increase of 24% over present rates, fees and charges. The increases are as follows:

INCREASE IN RATES

Residential
(1,000 gal/mo) $ 4.66 $ 5.20 $ .54 11.6%
(2,000 gal/mo) $ 8.66 $ 9.70 $ 1.04 12.0%
(3,000 gal/mo) $ 12.66 $ 14.20 $ 1.54 12.2%
(4,000 gal/mo) $ 16.66 $ 18.70 $ 2.04 12.2%
(5,000 gal/mo) $ 20.66 $ 23.20 $ 2.54 12.3%
(6,000 gal/mo) $ 24.66 $ 27.70 $ 3.04 12.3%
(7,000 gal/mo) $ 28.66 $ 32.20 $ 3.54 12.4%
(8,000 gal/mo) $ 32.66 $ 36.70 $ 4.04 12.4%
(9,000 gal/mo) $ 36.66 $ 41.20 $ 4.54 12.4%
(10,000 gal/mo) $ 40.66 $ 45.70 $ 5.04 12.4%
Additional
1,000 gal/mo $ 3.66 $ 4.10 $ .44 12.0%

Commercial
(1,000 gal/mo $ 10.66 $ 12.95 $ 2.29 21.5%
Additional
100,000 gal/mo $100.86 $122.50 $ 21.64 21.5%
Governmental
(1,000 gal/mo $ 9.66 $ 11.75 $ 2.09 21.6%
Resale * $None None $ 0.00 0.0%

* The city's water resale customers (Oakland Public Service District, Brooke County Public Service District) are billed on water rate/existing contracts.

The increases shown are based on average use of all customers in the indicated class. Individual customers may receive increases that are greater or less than the average. Summer/winter usage rates, fees and charges are only proposed and are subject to change. The increases or decreases in the Public Service Commission's review of this filing, the Commission's review and approval or modification of the increased rates or upon the filing of a petition within thirty (30) days of the decision of the Commission changing said rates or charges by (1) any customer approved by the Commission to pay rates or charges which represent at least twenty-five percent of the total revenues received by such municipally operated public utility or (2) any customer who is served by a municipally operated public utility whose rates, rates of the corporate limits and who is affected by the change in said rates or charges and who presents to the Commission a petition alleging discrimination between customers within and without the municipal boundaries. Said petition shall be accompanied by evidence of discrimination.

(1) Any customer or group of customers who are affected by said change in rates or charges who is not within the corporate limits and who desires to present a petition to the Commission alleging discrimination between said customer or group of customers and other customers of the municipal utility. Said petition shall be accompanied by evidence of discrimination.

All petitions should be addressed to the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, Post Office Box 812, Charleston, West Virginia 25323.

A complete copy of the proposed rates, as well as a representative of the utility to provide any information requested concerning it, is available to all customers, prospective customers, or their agents at any of the following offices of the utility:

City of Weirton
200 Municipal Plaza
Weirton, West Virginia

A copy of the proposed rates is available for public inspection at the office of the Executive Secretary, Public Service Commission of West Virginia, 201 Brooks Street, Post Office Box 812, Charleston, West Virginia 25323.

6/1,8/2009

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia Infrastructure Fund)

EXCERPT OF MINUTES ON ADOPTION OF BOND ORDINANCE, SUPPLEMENTAL RESOLUTION, DRAW RESOLUTION AND SWEEP RESOLUTION

The undersigned CLERK of the City of Weirton of hereby certifies that the following is a true and correct excerpt of the minutes of a regular meeting of the said Council:

*** *** ***

The Council of the City of Weirton met in regular session, pursuant to notice duly posted, on the 9th day of November, 2009, in the City of Weirton, West Virginia, at the hour of 7:00 p.m.

PRESENT:
Mark E. Harris, Mayor
Ronnie D. Jones
Fred S. Marsh
George Kondik
George E. Ash, Sr.
Harold Miller
Max T. Fijewski
David Dalrymple
Nicole Davis, Clerk
Gary DuFour, City Manager
Vince Gurrera, Esquire
John Stump, Esquire

ABSENT:

None.

Mark Harris, Mayor, presided, and Nicole Davis, acted as Clerk. The Mayor announced that a quorum of members was present and that the meeting was open for any business properly before it.

Thereupon, the Mayor stated that the proposed Bond Ordinance heretofore passed on first and second readings would be subject to protests and suggestions from any interested person at this time in accordance with the publication of an abstract of said Bond Ordinance and a Notice of Hearing, which publication has been duly made, and the Mayor called for protests and suggestions as to said Bond Ordinance and all persons desiring to protest the said Bond Ordinance or to make any suggestions with reference thereto were heard.

There being no protests or suggestions made as to said Bond Ordinance, the Mayor thereupon stated that it would be in order to consider the said Bond Ordinance for final enactment and the Mayor caused the said Bond Ordinance to be read as follows:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $3,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

and caused the same to be read and there was discussion. Thereupon, upon a motion was duly made, seconded and unanimously ordered that the said Bond Ordinance be adopted and be in full force and effect on and from the date hereof.

Next, the Mayor then presented a proposed Supplemental Resolution in writing entitled:

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM), OF

THE CITY OF WEIRTON; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

and caused the same to be read and there was discussion. Thereupon, upon a motion was duly made, seconded and was unanimously ordered that the said Supplemental Resolution be adopted and be in full force and effect on and from the date hereof.

Next, the Mayor presented a proposed Draw Resolution for the approval of invoices. Thereupon, on a motion was duly made, seconded and was unanimously ordered that the said Draw Resolution be adopted.

Next, the Mayor presented a proposed Sweep Resolution for the authorization of electronic monthly debt service and reserve fund payments to the Municipal Bond Commission. Thereupon, a motion was duly made, seconded, and it passed with the Mayor voting in favor.

*** *** ***

There being no further business to come before the meeting, on motion duly made and seconded, it was unanimously ordered that the meeting adjourn.

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CERTIFICATION

I hereby certify that the foregoing is a true copy of the minutes of the City of Weirton and that such actions remain in full force and effect and have not been amended, rescinded, superseded, repealed or changed.

WITNESS my signature on this 19th day of November, 2009.

Nicole Davis

Clerk

949750.00007

WEIRTON CITY COUNCIL

COUNCIL MEETING - REGULAR

TUESDAY SEPTEMBER 8, 2009 7:00 P.M.

A regular meeting of the Common Council of the City of Weirton, Hancock and Brooke Counties, West Virginia was held on Tuesday, September 8, 2009 at 7:00 P.M. in Council Chambers of the Weirton City Building.

Mayor Harris called the meeting to order.

Councilmembers in Attendance:

George Ash	Councilmember Ward 4
Ronnie Jones	Councilmember Ward 1
Fred Marsh	Councilmember Ward 3
Harold Miller	Councilmember Ward 2
David Dalrymple	Councilmember Ward 6- Absent
Max Fijewski	Councilmember Ward 7
George Kondik	Councilmember Ward 5

City Officials in Attendance:

John Brown	Public Works Director
Gary DuFour	City Manager
Vincent Gurrera	City Attorney
Jerry Shumate	Fire Captain
Nicole Davis	City Clerk
A.D. Mastrantoni	Sanitary/Water
Bruce Marshall	Police Chief
Thomas Maher, Jr.	Finance Director
Terry Weigel	Parks and Recreation Director
Rod Rosnick	Inspections
Rik Rekowski	Library

Mayor Harris led everyone in reciting the Pledge of Allegiance.

APPROVAL OF MINUTES

A motion was made by Councilmember Ash and second by Councilmember Jones to approve the minutes of the:
August 10, 2009 –Regular Council Meeting
The motion carried by majority, 6/0.

MAYOR'S AWARDS AND PROCLAMATIONS

Mayor Harris proclaimed October 4 through October 10 is the 2009 Fire Prevention Week.

CITIZEN'S REMARKS

Vince Collins representing Steptoe and Johnson.
Re: Water Bonds
Mr. Collins stated, "You have before you an ordinance to authorize the issuance of water revenue bonds. This is the first reading. There will be two other readings followed by a public hearing; so there is basically three readings necessary to get this thing through. At the time of the third reading there will likely to be a supplemental resolution that will also set the actual amount of the bonds and other terms and so forth which haven't been determined yet. The ordinance calls for the bond to be issued in an amount not to exceed 3 million dollars. It's not going to be 3 million dollars. The amount of the grant is about 2.5 million. The amount of bonds necessary is whatever is needed over and above the grant to do the project. You won't know how much that is until you open bids to allow for the worse case scenarios. The bonds will be determined by the construction bids, whatever they are. We put a maximum amount in there because the statute provides that you must state the amount of the bonds in the ordinance. There will be a supplemental resolution either after the third reading or maybe at another reading if there is time. All you know is how much grant money you have and the amount of the bonds would have to be: the balance. You have any time between November and January to do that supplemental resolution."
Mr. Mastrantoni stated, "There are three sources of funds: The City of Weirton itself through the Water Board is putting in roughly $101,000 of its cash. The second source is the Federal Grant which is about 2.3 million. The third source is a loan from the West Virginia Bureau of Public Health and it's called the DWPRF, this is a revolving

fund. The bonds that we sell will actually become a loan from that institution to fill in the total amount of construction left on the project."
Mr. Collins stated, "You cannot exceed 3 million. If you do you have to start the ordinance process over again which will take another three months. That's why we put a maximum in there that has plenty of cushion. We always do that. The bond issue will include an amount for reserve which are required by your lender and the statute. The amount will be exactly what it needs to be, no more no less. It won't be three million dollars. I'm guessing it will more like 2.2, 2.4 million dollars. All we are going on are estimates of engineers at this point, and we won't know until we open the bids, calculate the bids, and make sure we have valid bids. There is a construction contingency in the project cost of about 5%. If you don't use that 5% you're required to give that back to the lender. You're not allowed to borrow too much money."
Councilman Fijewski stated, "In section 201 and section 301, there was a difference in numbers. That's been clarified for us tonight. When council read the document that was why there was a concern."
Councilman Marsh stated, "What you (Mr. Collins) just told us, I did not see in the ordinance. In other words that this number is 3 million dollar number can come down. There's no language that I saw that said this number can change."
Mr. Collins stated, "It says not to exceed three million dollars. I hope you understand that it implies it can be less. You have another opportunity to look at the number when you finally open bids, and that will be a supplemental resolution that's presented to council and has to be voted on just like the ordinance except it only takes one reading. If we try to guess in the ordinance exactly what it's going to be and we're off by a dollar then we would have to start the ordinance over again. With the supplemental resolution we can state what the exact amount is going to be."

COMMUNICATIONS

Councilman Miller stated, "There is something that has bothered me for a long time, and I brought it to the attention of the City Solicitor a few weeks ago, and he has checked with the attorney general, the state, and the chief of police regarding the matter of texting while you're driving. I ask him if you could do an ordinance to prohibit it in the city of Weirton and its municipalities. Over the last few months I witnessed a lady pulling off of Cove Road and running into the curb and sits with her head down looking into her lap. I knew she was texting when she approached the stop light. Also, I was in a couple of traffic situations waiting for a red light and the first car didn't move for two lights because he was texting. For me, I would outlaw it completely."

Chief Marshall stated, "The situations that you are talking about would fall under the reckless driving offense. We have written tickets under this. There is a push going on right now that they do want to outlaw using a cell phone while driving. The new legislation that came out stated that under 18 years of age drivers can't even talk on the cell phone while driving. The reckless driving offense nicely covers it, which is already established."

Mayor Harris announced that Halloween will be held on October 31st from 6-8 PM.

OLD BUSINESS

Second reading of Ordinance No. 1659 accepting through a governmental transfer of property from the Board of Education of the County of Hancock, West Virginia property located at the intersection of Orchard Street and Virginia Avenue.
Motion was made by Councilman Fijewski, second by Councilman Ash.
Councilman Fijewski stated that in the ordinance the park boards' equipment is included. The lease will encompass the property as well as the equipment.
The motion passed by majority, 6/0.

Second reading of Ordinance No. 1660, Amendment No. 726 of the Traffic Control Map to establish a residential disability parking space at 3340 Overbrook Drive. (Councilman Jones)
Motion was made by Councilman Jones, second by Councilman Ash.
The motion passed by majority, 6/0.

NEW BUSINESS

Ordinance to authorizing the acquisition and construction of additions, betterments, and improvements to the existing Public Water Works system of the City of Weirton and the financing of the cost through the issuance by the City of not more than $3,000,000 in aggregate principal amount of water revenue bonds.
Motion was made by Councilman Ash, second by Councilman Jones.
The motion passed by majority, 6/0.

Ordinance regarding the rezoning of Parcel 0148 of tax map W43B located at 303 Pennsylvania Avenue from R-2 Single Family and Two Family Residential to C-1 Highway Commercial.
Motion was made by Councilman Jones, second by Councilman Ash.
The motion passed by majority, 6/0.

Ordinance to establish a yellow (no parking) line on Wood Street 30 feet going north to Marland Heights Road. (Traffic Commission Recommendation. Based upon the request of Councilman Ash)
Motion was made by Councilman Ash, second by Councilman Jones.
The motion passed by majority, 6/0.

Resolution to the Governor's Community Participation Program to request a project amendment for the Friends of Starvaggi.
Motion was made by Councilman Fijewski, second by Councilman Ash.
Councilman Fijewski stated that this allowing the use of the original funds that have to be used up within this calendar year. The money was used to do the tennis courts, basketball courts, and all of that. This allows that money to be taken to that project.
The motion passed by majority, 6/0.

Resolution to change the budgetary process of the City of Weirton. (Councilman Fijewski)
Motion was made by Councilman Fijewski, second by Councilman Kondik.
A motion was made to amend the attachment to the resolution by Councilman Fijewski, second by Councilman Ash.
The motion passed by majority, 6/0.

Resolution to enter into contract for the purchase of rescue equipment for Engine 3 utilizing CDBG and Brooke County Levy funding. (City Manager)
Motion was made by Councilman Ash, second by Councilman Marsh.
The motion passed by majority, 6/0.

Resolution to enter into contract for the purchase of two computers for the City of Weirton's Inspections Department. (City Manager)
Motion was made by Councilman Ash, second by Councilman Fijewski.
The motion passed by majority, 6/0.

Resolution to enter into contract for the purchase of one computer for the City of Weirton's Public Works Department. (City Manager)
Motion was made by Councilman Ash, second by Councilman Marsh.
The motion passed by majority, 6/0.

Resolution to place liens against real properties for costs incurred in demolition of unsafe properties pursuant to Ordinance 250 (3236 Orchard Street)
Motion was made by Councilman Ash, second by Councilman Jones.
The motion passed by majority, 6/0.

Resolution to place liens against real properties for costs incurred in demolition of unsafe properties pursuant to Ordinance 250. (4037 Lewis Street)
Motion was made by Councilman Ash, second by Councilman Jones.
The motion passed by majority, 6/0.

APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

Redevelopment Authority **Father Larry Dorsch**
Motion to approve appointment was made by Councilman Ash, second by Councilman Jones.
The motion passed by majority, 6/0.

Redevelopment Authority **Councilman Fred Marsh**
Motion to approve appointment was made by Councilman Ash, second by Councilman Fijewski.
The motion passed by majority, 5/0/1 with Councilman Marsh abstaining.

Weirton Housing Authority **Wesley Anderson**
Motion to approve appointment was made by Councilman Marsh, second by Councilman Ash.
The motion passed by majority, 6/0.

ADMINISTRATIVE REPORTS:

POLICE DEPARTMENT-

Chief Marshall stated that he had nothing further to add.
Councilman Ash requested that the police "beef up" their observation of out-of-state plates.

PUBLIC WORKS-

Mr. Brown stated that they had worked on Main Street last week and got it ready for the holiday weekend. They removed the tree from WesBanco blocking the view of traffic. There is a project going on with Mildred Avenue. This is government and business working together.

PARKS AND RECREATION –

Mr. Weigel stated that the maintenance staff worked through the weekend and shut down the pool, drained it, and made any necessary repairs. The project was completed when they closed a valve so that they could begin re-filling the pool.

UTILITIES-

Mr. Mastrantoni stated they had received their certificate of convenience and necessity. They plan on opening bids on September 17 at 11:00.
Councilman Fijewski thanked Mr. Mastrantoni for helping out with the water break on Kathleen Way.

CODE-

Mr. Rosnick stated that he had several inspectors in training and will be a little short staffed.

FIRE-

Captain Shumate stated that he had nothing additional to add beyond the fire prevention week.

LIBRARY-

Mr. Rekowski stated that this is the week that the library increases it's hours to fall hours. The library will have a film at the end of September for the public.

FINANCE DEPARTMENT-

Mr. Maher stated:
General Fund cash report for August 2009:

Beginning Cash Balance:	$612,287.43
Interest on Checking:	$442.76
Deposits:	$1,715,465.38
Draw-downs on Investment:	N/A
Disbursements:	$(1,375,539.99)
Cash Balance:	$952,655.58
Beginning Investment Balance:	$782,755.03
Interest on Investments:	N/A
Withdraws:	N/A
Ending Investment Balance:	$782,755.03
Petty Cash:	$800.00
Total Cash and Investments Available:	$1,736,210.61

The Mayor called for a motion to accept administrative reports from all of the departments.
Motion was made by Councilman Marsh, second by Councilman Fijewski.
The motion carried by majority, 6/0.

ADJOURNMENT

The mayor called for a motion to adjourn.
Motion was made by Councilman Marsh, second by Councilman Fijewski.
The motion passed by majority, 6/0.

With no further business before this September 8, 2009 regular session of the Weirton City Council the meeting was adjourned after the closing prayer.

WEIRTON CITY COUNCIL

COUNCIL MEETING - REGULAR

TUESDAY OCTOBER 13, 2009 7:00 P.M.

A regular meeting of the Common Council of the City of Weirton, Hancock and Brooke Counties, West Virginia was held on Tuesday, October 13, 2009 at 7:00 P.M. in Council Chambers of the Weirton City Building.

Mayor Harris called the meeting to order.

Councilmembers in Attendance:

George Ash	Councilmember Ward 4
Ronnie Jones	Councilmember Ward 1
Fred Marsh	Councilmember Ward 3
Harold Miller	Councilmember Ward 2
David Dalrymple	Councilmember Ward 6-
Max Fijewski	Councilmember Ward 7
George Kondik	Councilmember Ward 5

City Officials in Attendance:

John Brown	Public Works Director
Gary DuFour	City Manager
Vincent Gurrera	City Attorney
Dave Lashhorn	Fire Chief
Nicole Davis	City Clerk
A.D. Mastrantoni	Sanitary/Water
Bruce Marshall	Police Chief
Thomas Maher, Jr.	Finance Director
Terry Weigel	Parks and Recreation Director
Rod Rosnick	Inspections
Rik Rekowski	Library

Mayor Harris led everyone in reciting the Pledge of Allegiance.

APPROVAL OF MINUTES

A motion was made by Councilmember Ash and second by Councilmember Jones to approve the minutes of the:
September 8, 2009 –Regular Council Meeting
The motion carried by majority, 6/0/1 with Councilman Dalrymple abstaining.

MAYOR'S AWARDS AND PROCLAMATIONS

Mayor Harris called forward Dustin Coates who received an eagle scout award for building 10 picnic tables for the soccer fields. The mayor stated that his actions and accomplishment deserved special recognition.

Mayor Harris proclaimed October 18, 2009 Catholic Daughters of America Day. The mayor stated that the Catholic Daughters has had a definite influence for the good in our community and contributed much leadership.

Mayor Harris proclaimed that, on behalf of the City Council, October 17-24, 2009 as Red Ribbon Week in the city of Weirton and encouraged all citizens, businesses, public and private agencies media, religious and educational institutions to wear and display red ribbons to help promote the Red Ribbon Celebration. Additionally the mayor proclaimed that local leaders in government know that the support of the people in the neighborhoods is the most effective tool they can have in their efforts to reduce the use of alcohol, tobacco, and other drugs.

Mayor Harris proclaimed November 7th and 8th as Community Bread Basket Weekend in Weirton and encouraged all citizens to support the efforts of the Community Bread basket to help the many families in the city of Weirton who need food assistance. Organizations, community leaders, businesses, and all citizens were encouraged to donate non-perishable food items to help the citizens of our community who are less fortunate.

Mayor Harris called forward Coach T.J. Brancazio, Assistant Coach Guido Magnone and the members of the Madonna Golf Team and issued a mayor's award for bringing honor and distinction to the city of Weirton for winning the Ohio Valley Athletic Conference Class A State Championship "2009-2010".

The Mayor and City Council also issued a plaque to the members of the team so that they could hang it at the high-school.

Chief Lashhorn presented Angelina Dickson, reporter for the Weirton Daily Times, with a Weirton Fire Department Chief's award thanking her for her efforts in reporting the news and informing the public of all of the fire department's attempts in keeping the public safe and educating the members of the community of their efforts.

PUBLIC HEARING

Steve Psaros
Re: Virginia Avenue Playground

Ms. Psaros stated, "I live at 306 Old Colliers Way. I am a life long resident of Weirton, and I want everyone to know that I am just a citizen speaking out and am in no way affiliated with the Christian Center. I am here to speak in support of the lease. The use of the playground is important to the center to be able to handle the after school and summer enrollment of over 100 children. The center is providing a safe nurturing place for the children to go. The needs are great as they were back in 1970 when the Weirton Christian Center opened. There were different reasons of the needs back then, and there are different needs now. There was a population coming in to work at Weirton Steel, and they helped educate and gave them a place to go. Today we need to give the kids a place to go because there are other issues. I would like to thank the mayor, city manager, and all of council for listening to what I had to say and I found out that everyone wanted to do something. At the same time, I attended the park board meeting because the issue was that the park board rented the playground. The other issue was that the property belonged to the board of education. Things worked out that we now know the property was transferred over to the city of Weirton, and now we have had a couple of readings. Believe me it's needed."

CITIZEN'S REMARKS

James Hill
Re: City Curfew

Mr. Hill stated, "I live at 3056 Orchard Street. Recently a lot of neighbors in the fourth ward have come to me in regards to concerns over the two neighbors being out passed curfew and hanging out on the corners. Ours cars have been vandalized due to in large

part of curfew and loitering issues not enforced. I have witnessed teens from Weirton fighting teens from Steubenville back by our homes, as many as 13 kids at time. They are using the alley ways to get high. There are spots within the community where drug activity is totally visible. We need more police coverage in our community. People's homes have been broken in to while they were home and asleep. Home burglaries have been committed in our area: Orchard Street, Elm Street, and West Street. There is definitely a need for much more police presence, along with quicker response time. I have a petition signed by 100 of my neighbors in the fourth ward that are fed up, tired, and afraid. We need action. It's not fair that some parts of the city are safer than others. We need police officers. Police officers are doing the best that they can. It's up to the community and the parents to do our part in helping the officers with drug problems and curfew violations. We are seriously in for a larger crime rate, more addiction problems, and teens out of control."

Mr. Guerra stated that he, along with Chief Marshall, reinstated the curfew regulations and Mr. Hill should be seeing an increase in police on the ward.

Mr. Hill stated, "A lot of my neighbors have come to me and watched a lot of activities going on. The response time is a problem because it's slow. I realize the police are doing the best job they can, but there's not enough presence in our community in particular areas. When I first moved to Orchard Street it was a nice area. The drug activity and crime activity have slowly destroyed closer to my home. I also noticed that patrols have slowed down in the area. Another thing is that there are a lot of teens coming from Steubenville over to Weirton selling narcotics in our area, and they're fighting with teens from Weirton. So is there anything we can do to try and curtail that? Last week there was like 15 teenagers in the back of my house fighting another group of teenagers from Steubenville. I don't know if it's a turf war or drug war or what's going on, but I've seen a lot of teenagers coming over here from Steubenville selling narcotics."

COMMUNICATIONS

Chief Marshall stated, "We have a very strong presence in the downtown area. We can't put any more policemen in that area than we do right now. As far as the house burglaries go, I'd like to know what house burglaries we're talking about. We have made arrests on all of the house burglaries and cleared those up. Our crime rate is actually down, and that's because of the strong presence we do have downtown. There's not a neighborhood that receives more police protection than ward 4. So maybe we can get together and discuss this later, but I think you're wrong."

Councilman Ash stated, "I want you to know that we have foot patrol down in ward 4. We also have bicycle patrol and cruisers out. We have the K-9 units out. I don't know burglaries you are talking about. I'll talk to the people and find out what they are. Sometime tomorrow if you would like down with the chief and I and work it out."

Councilman Fijewski stated, "I want to remind everyone that the hall of fame nominations are still being accepted through December 1. The deadline was supposed to be November 1, but the hall of fame committee decided to give it an additional 30 days so everyone can have sufficient time to submit any nominations they want. I would encourage everyone to please submit it. Forms can obtained here at city hall, community center, library, the Town Hall Restaurant, Marsh's Hardware, PS Marketing. The forms are out there so please take advantage of it."

Mayor Harris stated that he received a card from the Weirton Area Chamber of Commerce thanking everyone for participating in the Business After Hours.

Mayor Harris stated that the Weirton Fire Department now has 100% of its first responders EMT certified.

A motion was made to go into executive session for litigation on home inspections by Councilman Ash, second by Councilman Fijewski.
The motion passed, 7/0.

OLD BUSINESS

Second reading of Ordinance No. 1661 authorizing the acquisition and construction of additions, betterments, and improvements to the existing Public Water Works System of the City of Weirton and the financing of the cost through the issuance by the City of not more than $3,000,000 in aggregate principal amount of water revenue bonds.
Motion was made by Councilman Ash, second by Councilman Fijewski.

Mr. Mastrantoni stated, "The bids are in. We received a successful bid that was Keppler Companies from Ohio. The bid was approximately 3.9 million and generic estimates were 3.7. There was approximately a $200,000 over-run. However the rates were sufficient to address the over-run. Public service commission has received documentation from Michael Griffith, our CPA, concerning the rates. I believe all of the amendments are now in. We are still scheduled for a bond closing seminar after the third reading in November. The final reading in November will be the reading at which we make all of our adjustments. All of the amendments will be provided by Vince

Collins."
The motion passed by majority, 6/1 with Councilman Dalrymple voting against.

Second reading of Ordinance No. 1662 regarding the rezoning of parcel 0148 of tax map W43B located at 303 Pennsylvania Avenue from R-2 Single Family and Two Family Residential to C-1 Highway Commercial.
Motion was made by Councilman Jones, second by Councilman Ash.
The motion passed by majority, 7/0.

Second reading of Ordinance No. 1663 to establish a yellow (no parking) line on Wood Street 30 feet going north to Marland Heights Road. (Traffic Commission Recommendation. Based upon the request of Councilman Ash.)
Motion was made by Councilman Ash, second by Councilman Jones
The motion passed by majority, 7/0

NEW BUSINESS

Resolution authorizing the City of Weirton to submit a notice of intent with the WVDEP for Storm Water Management Permit (WV/NPDES General Permit Number WV0116025). (City Manager)
Motion was made by Councilman Ash, second by Councilman Dalrymple.

Councilman Fijewski stated, "I want the citizens of Weirton to understand that this is 800 pound gorilla that has come to fruition in terms of increased taxes for citizens in the next three years. This is a mandate by the federal and state government that we do this. The state mandates that we do this, and it is going to cost 10's of thousands to do this. The question should be asked by the citizens of Weirton where is the skin in the game of the state of West Virginia, how much are they putting in to this? The answer is zero. This ordinance is going to require this city to do things that are going to cost us 10's of thousands of dollars, if not 100' of thousands of dollars. I don't think there is anyone up here who wants to spend that kind of money. We don't have it. We have to approve this because we are required to do so, but I would like to come back here three of four years from now, when the new council members are here voting a tax increase on the citizens of this community to pay for this. Just remember that this council told you this is going to happen. When you see governor Manchin and state representatives, ask them where is their skin in the game, how much money are they putting ion to this? As of right now it's none, we are."
The motion passed by majority, 7/0.

Resolution to enter into an intergovernmental agreement with the Weirton Housing Authority for inspection services of registered rental units in Ward 4 of the City of Weirton. (Councilman Ash)
Motion was made by Councilman Ash, second by Councilman Dalrymple.

Councilman Ash stated, "I ask council that they have the moral integrity to support this resolution."
The motion passed by majority, 6/1 with Councilman Jones voting against.

Resolution endorsing and providing funding for project Main Street. (Mayor Mark Harris)
Motion was made by Councilman Ash, second by Councilman Fijewski.
The motion passed by majority, 7/0.
Motion to amend resolution was made by Councilman Fijewski to approve $15,000, second by Councilman Ash.
The motion passed by majority, 7/0.

Resolution to adopt "Weirton Someplace Special" as the City of Weirton song. (Councilman Marsh)
Motion was made by Councilman Marsh, second by Councilman Jones.
The motion passed by majority, 7/0.

Resolution authorizing the City Manager to enter into contract to enhance the City of Weirton's website. (Councilman Fijewski)
Motion was made by Councilman Fijewski, second by Councilman Ash.

Councilman Fijewski stated, "Tom Maher and I have been working on this for over 2 years. We have contacted the Wheeling Community College, West Liberty State College, Franciscan University, in the hopes that they would help us and basically do it as a contribution to the city. Unfortunately that didn't work out. In addition to that, we have had several vendors that contacted Tom, Gary, or I indicating that they would want to this basically as a free-bee. Unfortunately, when we sat down and talked with them and starting getting to the point of finalizing the arrangements, all of them fell through. The council approved the expenditure for software to enhance this project. If you look at our website, everyone knows that in today's day and age that anyone who is going to invest in a community or move to a community the first thing they do is look at your website. We gotta get in to the 21st century."
The motion passed by majority, 7/0.

Resolution to enter into contract for emergency repairs to City of Weirton sanitation truck. (City Manager)
Motion was made by Councilman Marsh, second by Councilman Ash.
The motion passed by majority, 7/0.

Resolution to enter into agreement with the Weirton Christian Center for the recreational use of property located at Virginia Avenue and Orchard Street (Virginia Avenue Playground).
Motion was made by Councilman Ash, second by Councilman Fijewski.
The motion passed by majority, 7/0.

Ordinance amending Ordinance No. 1288 and eliminate the police and fire civil service appeals board.
Motion was made by Councilman Fijewski, second by Councilman Ash.

Councilman Fijewski stated that this does not eliminate the appeals board. It just means that there will be 1 instead of 2.
The motion passed by majority, 7/0.

APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

ADMINISTRATIVE REPORTS:

SANITARY/WATER-

Mr. Mastrantoni stated that he nothing to report.

POLICE DEPARTMENT-

Chief Marshall stated that he had nothing further to add.
Mayor Harris stated that the police department did a great job at hat happened at eh school and that all of our kids were well protected.

PUBLIC WORKS-

Mr. Brown stated he had nothing further to report.
Councilman Fijewski voiced his appreciation for painting the yellow lines on Palm Drive.

PARKS AND RECREATION –

Mr. Weigel stated they have begun renovations to the Rose Room. They are waiting for the delivery of the air-conditioning units, which are set to be delivered around the end of the month. Once the rose room is 100% complete they will move to the old lobby area and begin to do the renovations in there.

CODE-

Mr. Rosnick stated that he had nothing further to report.
Councilman Ash stated, "I talked to the City manager a couple weeks ago. Is your department still complaint driven or are you guys being proactive?"

FIRE-

Chief Lashhorn stated that he had nothing additional to report.

LIBRARY-

Mr. Rekowski stated that he was here to remind everyone that October 17 is the Brooke County Excess Levy renewal. Some of the revenues generated by the levy will benefit the Mary H. Weir public library. October 28 is the free movie night at 6:00.

FINANCE DEPARTMENT-

Mr. Maher stated:
General Fund cash report for September 2009:

Beginning Cash Balance:	$952,655.58
Interest on Checking:	$746.16
Deposits:	$3,187,854.16
Draw-downs on Investment:	N/A
Disbursements:	$(1,035,113.39)

Cash Balance:	$3,106,142.51
Beginning Investment Balance:	$782,760.46
Interest on Investments:	$ 3.97
Withdraws:	N/A
Ending Investment Balance:	$782,760.46
Petty Cash:	$800.00
Total Cash and Investments Available:	$3,889,706.94

The Mayor called for a motion to pay any bills and accept administrative reports from all of the departments.
Motion was made by Councilman Marsh, second by Councilman Fijewski.
The motion carried by majority, 7/0.

ADJOURNMENT

The mayor called for a motion to adjourn.
Motion was made by Councilman Dalrymple, second by Councilman Fijewski.
The motion passed by majority, 7/0.

With no further business before this October 13, 2009 regular session of the Weirton City Council the meeting was adjourned after the closing prayer.

CERTIFICATE OF PUBLICATION

The Brooke County Review

Brooke County
Wellsburg, West Virginia

I, J.W. George Wallace, publisher of The Brooke County Review, a newspaper of general circulation in Brooke County, West Virginia, published in Wellsburg, hereby Certifies that the attached advertisement was duly published in said Newspaper 2 successive weeks in the issues of October 23 & 30, 2009

Given under my hand this 3rd day of Nov 2009.

Publisher of the Brooke County Review

Printer's Fee $ 89.36

Subscribed and sworn to this 3rd day of Nov 2009

Kristine J. Roberts

My Commission expires October 10, 2018

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
KRISTINE J. ROBERTS
120 Whitehall Place
Follansbee, West Virginia 26037
My Commission Expires Oct 10, 2018

NOTICE OF PUBLIC HEARING ON CITY OF WEIRTON BOND ORDINANCE

A public hearing will be held on the followingentitled Ordinance at a regular meeting of the Council of the City of Weirton (the "City") to be held on Monday, November 9, 2009, at 7:00 p.m., at the City Hall, 200 Municipal Plaza, Weirton, West Virginia, and at such hearing any person interested may appear before the Council and present protests, and all protests and suggestions shall be heard by the Council and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $3,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The aboveentitled Ordinance was approved by the Council on October 13, 2009.

The abovequoted title of the Ordinance describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The City contemplates the issuance of the Bonds described in the Ordinance. The proceeds of the Bonds will be used (i) to pay the costs of acquisition and construction of certain additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds and related costs. The Bonds are payable solely from revenues to be derived from the ownership and operation of the water system of the City. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

A certified copy of the aboveentitled Ordinance is on file with the Council at the office of the City Clerk for review by interested parties during regular office hours.

Following the public hearing, the Council intends to enact the Ordinance upon final reading.

Dated: October 16, 2009.

Thomas Maher, Jr.
City Clerk

10/23&10/30/09

STATE OF WEST VIRGINIA
COUNTY OF HANCOCK

I, **LISA L. BOYER**, bookkeeper for the publisher of **THE WEIRTON DAILY TIMES** a newspaper in the City of Weirton, State of West Virginia, hereby certify that the annexed publication was inserted in said newspaper on the following dates:

Dates: 10-23, 30, 2009

Given under my hand this 30th day of October 2009

Lisa L. Boyer

//

Sworn to and subscribed before me on this 30th day of October, 2009 of, in and for JEFFERSON COUNTY, OHIO

NOTARY:

NOTARIAL SEAL
STATE OF OHIO

NANCY KAUFMANN
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES JUNE 9, 2012

Nancy Kaufmann

NOTICE OF PUBLIC HEARING ON CITY OF WEIRTON BOND ORDINANCE

A public hearing will be held on the following-entitled Ordinance at a regular meeting of the Council of The City of Weirton (the "City") to be held on Monday, November 9, 2009, at 7:00 p.m. at the City Hall, 200 Municipal Plaza,Weirton, West Virginia, and at such hearing any person interested may appear before the Council and present protests, and all protests and suggestions shall be heard by the Council and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $3,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2009 A (WEST VIRGINIA DWTRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS, APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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Following the public hearing, the Council intends to enact the Ordinance upon final reading.

Dated: October 16, 2009
/s/Thomas Maher, Jr., City Clerk
10-23, 30, 2009 Adv.

WV MUNICIPAL BOND COMMISSION
1207 Quarrier Street
Suite 401
Charleston, WV 25301
(304) 558-3971

NEW ISSUE REPORT FORM

Date of Report: 19-Nov-09

ISSUE: City of Weirton
Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program)

ADDRESS: 200 Municipal Plaza, Weirton, WV 26062 COUNTY: Brooke & Hancock

PURPOSE OF ISSUE:
New Money: x
Refunding:

REFUNDS ISSUE(S) DATED: NA
ISSUE DATE: 19-Nov-09
CLOSING DATE: 19-Nov-09
ISSUE AMOUNT: $2,496,208
RATE: 2%, 1% Adm Fee
1ST DEBT SERVICE DUE: 12/01/2011
1ST PRINCIPAL DUE 12/01/2011
1ST DEBT SERVICE AMOUNT $37,935.04
PAYING AGENT: Municipal Bond Commission

BOND COUNSEL:
Firm: Steptoe & Johnson PLLC
Contact John Stump, Esquire
Phone: (304) 353.8196

UNDERWRITERS COUNSEL
Firm: Jackson Kelly PLLC
Contact: Samme L. Gee, Esq.
Phone: 304.340.1318

CLOSING BANK:
Bank: WesBanco
Contact: Sue Shank
Phone: 304.797.806025

ESCROW TRUSTEE:
Firm:
Contact:
Phone:

KNOWLEDGEABLE ISSUER CONTACT
Contact: Gary DuFour
Position: City Manager
Phone: 304.797.8503

OTHER:
Agency: West Virginia
Bureau of Public Health
Contact: Bob DeCrease, P.E.
Position: Manager
Phone: 304.558.2981

DEPOSITS TO MBC AT CLOSE
By: ____ Wire ____ Check

____ Accrued Interest: $
____ Capitalized Interest: $
____ Reserve Account: $
____ Other: $

REFUNDS & TRANSFERS BY MBC AT CLOSE
By: ____ Wire ____ Check ____ IGT

____ To Escrow Trustee $
____ To Issuer $
____ To Cons. Invest. Fun $
____ To Other: ____ $

NOTES: The Series 2009 A Bonds Reserve Account will be funded in equal monthly installments over a 10 year period.

FOR MUNICIPAL BOND COMMISSION USE ONLY:
DOCUMENTS REQUIRED:
TRANSFERS REQUIRED:

CH5225723

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

WESBANCO BANK, INC., Weirton, West Virginia, hereby accepts appointment as Depository Bank in connection with the Bond Ordinance of the City of Weirton (the "Issuer") enacted November 9, 2009, and the Supplemental Resolution of the Issuer adopted November 9, 2009 (the "Bond Legislation"), authorizing issuance of the Issuer's Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), dated November 19, 2009, issued in the principal amount of $2,496,208 (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 19th day of November, 2009.

WESBANCO BANK, INC.

By: Latisha Shank
Its: Authorized Officer

10.27.09
949750.00007

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

ACCEPTANCE OF DUTIES AS REGISTRAR

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the City of Weirton Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), dated November 19, 2009, issued in the principal amount of $2,496,208 (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 19th day of November, 2009.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

10.27.09
949750.00009

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

CERTIFICATE OF REGISTRATION OF BONDS

THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of the City of Weirton (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), of the Issuer, dated November 19, 2009, in the principal amount of $2,496,208, numbered AR-1, was registered as to principal only, in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of The Huntington National Bank, as Registrar.

WITNESS my signature on this 19th day of November, 2009.

THE HUNTINGTON NATIONAL BANK

By: _____
Its: Authorized Officer

10.27.09
949750.00007

CITY OF WEIRTON

Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 19th day of November, 2009, by and between the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and THE HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its $2,496,208 Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program), in fully registered form (the "Bonds"), pursuant to the Bond Ordinance of the Issuer duly enacted November 9, 2009, and the Supplemental Resolution of the Issuer duly adopted November 9, 2009 (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 exclusion of interest, if any, on the Bonds from gross income for federal income tax purposes, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered 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 Weirton
200 Municipal Plaza
Weirton, WV 26062
Attention: City Manager

REGISTRAR: The Huntington National Bank
One Huntington Square
Charleston, West Virginia 25301
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate and deliver the Bonds in accordance with the Bond Legislation.

9. The Registrar shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The Registrar shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements, if any. Failure by the Registrar to carry out these requirements is a material breach of this agreement which may result in the termination of this agreement or other legally available remedies.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

CITY OF WEIRTON

By:_____
Its: Mayor

By:_____
Its: City Manager

THE HUNTINGTON NATIONAL BANK

By:_____
Its: Authorized Officer

10.27.09
949750.00007

EXHIBIT A

Bond Legislation included in bond transcript as Documents Nos. 1 and 2.

SCHEDULE OF COMPENSATION

(Please see attached)

Private Financial Group
P.O. Box 633 - WE3013
Charleston, West Virginia 25322-0633

Huntington

STATEMENT OF REGISTRAR'S FEES
Invoice Date November 19, 2009

City of Weirton
Account Number 6089001809

City of Weirton
Water Revenue Bonds, Series 2009 A
C/o John C. Stump
Steptoe & Johnson, PLLC
P.O. Box 1588
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

****

FEE CALCULATION FOR November, 2009

****

TOTAL AMOUNT	$	500.00
TOTAL DUE	**$**	**500.00**

* FEE INVOICES ARE PAYABLE WITHIN 30 DAYS. IF PAYMENT *
* IS NOT RECEIVED, FEES WILL BE DEDUCTED FROM THE PLAN *
* .. MAIL CHECK TO: HUNTINGTON NATIONAL BANK, ATTN: BARRY. . *
* .. GRIFFITH, PO BOX 633, CHARLESTON, WV 25322-0633 . . . . . *

PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT
Barry Morgan Griffith at (304)348-5035

CITY OF WEIRTON

WATER REVENUE BONDS,
SERIES 1991 A AND SERIES 1991 B

BOND ORDINANCE

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CITY OF WEIRTON

ORDINANCE

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS FOR THE EXISTING WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $5,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1991 A AND NOT MORE THAN $1,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1991 B, PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT AND SUPPLEMENTAL LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF WEIRTON:

ARTICLE I

STATUTORY AUTHORITY, FINDINGS AND DEFINITIONS

Section 1.01. Authority for this Ordinance. This Ordinance (together with any ordinance, order or resolution supplemental hereto or amendatory hereof, the "Bond Legislation") is adopted pursuant to the provisions of Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (the "Act"), and other applicable provisions of law.

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

A. The City of Weirton (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Brooke and Hancock Counties of said State.

B. The Issuer now owns and operates a public water treatment and distribution system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be constructed certain additions, betterments and improvements for such existing waterworks facilities of the Issuer

(the "Project") (the existing waterworks facilities, the Project and any further additions thereto or extensions thereof is herein called the "System") at an estimated cost of $5,000,000, in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all the costs of the operation and maintenance of said System, the principal of and interest on the Prior Bonds and the Bonds and all Sinking Fund, Reserve Account and other payments provided for herein and in the Prior Ordinance, all as such terms are hereinafter defined.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds in the total aggregate principal amount of not more than $6,000,000 in two series, being the Series 1991 A Bonds in the aggregate principal amount of not more than $5,000,000, and the Series 1991 B Bonds in the aggregate principal amount of not more than $1,000,000 (collectively, the "Original Bonds"), to finance costs of design, acquisition and construction of the Project. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Original Bonds prior to and during construction or acquisition and for 6 months after completion of construction of the Project; amounts which may be deposited in the Reserve Accounts; engineering, and legal expenses; expenses for estimates of costs and revenues, expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the Project, administrative expense, commitment fees, fees and expenses of the Authority (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Original Bonds and such other expenses as may be necessary or incidental to the financing herein authorized, the design, acquisition or construction of the Project and the placing of same in operation, and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Original 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 25 years.

F. It is in the best interests of the Issuer that its Original Bonds be sold to the Authority (as hereinafter defined) pursuant to the terms and provisions of a loan agreement and a supplemental loan agreement (collectively, the "Loan Agreement") to be entered into between the Issuer and the Authority, in form satisfactory to the Issuer and the Authority, as shall be approved by a resolution supplemental hereto.

G. There are outstanding certain obligations of the Issuer which will rank prior to the Original Bonds as to lien and source of and security for payment, being the Waterworks Revenue Bonds, Series 1964 dated March 1, 1964, issued in the original aggregate principal amount of $2,843,185, of which $1,465,000 remains Outstanding as of the date of this Ordinance (the "Prior Bonds").

The Series 1991 A Bonds and Series 1991 B Bonds shall be junior and subordinate to the Prior Bonds. The Series 1991 B Bonds shall also be junior and subordinate to the Series 1991 A Bonds.

H. The Issuer has complied with all requirements of West Virginia law relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Original Bonds, or will have so complied prior to issuance thereof, including, among other things, the obtaining of a Certificate of Convenience and Necessity from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the date of issuance of the Original Bonds or such final order will not be subject to appeal.

I. The Issuer has received (or will receive prior to issuance of the Bonds) the written consent of the Authority to issuance of the Original Bonds junior and subordinate to the Prior Bonds.

J. The Issuer is a governmental unit which has general taxing powers to finance operations of or facilities of the nature of the Project and System, and the Issuer, all subordinate entities, all entities which issue obligations on behalf of the Issuer, and all entities formed or, to the extent provided under Section 148 of the Code, herein defined, availed of, to avoid the purposes of Section 148(f)(4)(D) of the Code and all other entities benefiting thereby reasonably expect to issue less than $5,000,000 aggregate principal amount of tax-exempt obligations during the calendar year in which the Original Bonds are to be issued.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Original Bonds by those who shall be the registered owners of the same from time to time, this

Bond Legislation shall be deemed to be and shall constitute a contract between the Issuer and such Bondholders, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the registered owners of any and all of such Original Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Original Bond of a series and any other Original Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means Chapter 8, Article 19 of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser of the Original Bonds, or any other agency of the State of West Virginia that succeeds to the functions of the Authority.

"Authorized Officer" means the Mayor or City Manager of the Issuer or any acting Mayor or City Manager duly appointed by the Governing Body.

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

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

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

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

"Bond Year" means each one-year period (or shorter period from the date of issuance of the Original Bonds) that ends at the close of business on October 1.

"Bonds" means the Original Bonds, and, where appropriate, the Prior Bonds and any bonds on a parity with the Original Bonds.

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

"City Manager" means the City Manager of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Bonds for the proceeds representing the purchase of the Bonds by the Authority.

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

"Consulting Engineers" means Gills, Guard and Johnson, Inc., Willoughby, Ohio, or any engineer or firm of engineers that shall at any time hereafter be retained by the Issuer as Consulting Engineers for the System.

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

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

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

"Gross Revenues" means the aggregate gross operating and non-operating revenues of the System, as hereinafter defined, determined in accordance with generally accepted accounting principles, after deduction of prompt payment discounts, if any, and reasonable provision for uncollectible accounts; provided, that "Gross Revenues" does not include any gains from the sale or other disposition of, or from any increase in the value of, capital assets

(including Qualified Investments, as hereinafter defined, purchased pursuant to Article 8.01 hereof) or any Tap Fees, as hereinafter defined.

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

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

"Issuer" means the City of Weirton, in Hancock County, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" shall mean, collectively, the Loan Agreement and the Supplemental Loan Agreement, to be entered into between the Authority and the Issuer providing for the purchase of the Original Bonds from the Issuer by the Authority, the forms of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Original Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds deposited in the Reserve Accounts. 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 Original Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the Gross Proceeds of the Series 1991 A Bonds and is not acquired in order to carry out the governmental purpose of the Original Bonds.

"Operating Expenses" means the reasonable, proper and necessary costs of repair, maintenance and operation of the System and includes, without limiting the generality of the foregoing, administrative, engineering, legal, auditing and insurance expenses,

other than those capitalized as part of the Costs, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar and 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.

"Original Bonds" or "Bonds originally authorized hereby" or similar phrases mean, collectively, the not more than $5,000,000 in aggregate principal amount of Series 1991 A Bonds and the not more than $1,000,000 in aggregate principal amount of Series 1991 B Bonds, issued for the purpose of paying a portion of the Costs of the Project and for such other purposes permitted and authorized by this Bond Legislation.

"Outstanding," when used with reference to Bonds or Prior Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond cancelled by the Bond Registrar or Registrar for Prior Bonds at or prior to said date; (ii) any Bond or Prior Bond for the payment of which moneys, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption, shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) 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 Bonds issued under the provisions and within the limitations prescribed by Section 7.07 hereof.

"Paying Agent" means the bank or banks or other entity designated as such for the Bonds from time to time in the Supplemental Resolution or such entity or authority as may be designated by the Issuer.

"Prior Bonds" means the Waterworks Revenue Bonds, Series 1964, of the Issuer, dated March 1, 1964, issued in the original aggregate principal amount of $2,843,185, of which $1,465,000 remains Outstanding as of the date of this Ordinance.

"Prior Ordinance" means the ordinance enacted by the Issuer on February 19, 1964, pursuant to which the Prior Bonds were issued.

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

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

"Project" means the acquisition and construction of certain additions, betterments and improvements for the Issuer's existing public waterworks system, consisting generally of a permanent raw water intake, pumps, storage facilities, distribution lines, and all necessary appurtenances.

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

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

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

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

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

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

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

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

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

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

"Regulations" means all applicable regulations promulgated under the Code, or any predecessor thereto.

"Renewal and Replacement Fund" means the Renewal and Replacement Fund established by Section 5.01 hereof.

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

"Series 1991 A Bonds" or "Series A Bonds" means the not more than $5,000,000 in aggregate principal amount of Water Revenue Bonds, Series 1991 A, of the Issuer.

"Series 1991 A Bonds Reserve Account" means the Series 1991 A Bonds Reserve Account established in the Series 1991 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1991 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 1991 A Bonds in the then current or any succeeding year.

"Series 1991 A Bonds Sinking Fund" means the Series 1991 A Sinking Fund established by Section 5.02 hereof.

"Series 1991 B Bonds" or "Series B Bonds" means the not more than $1,000,000 in aggregate principal amount of Water Revenue Bonds, Series 1991 B, of the Issuer.

"Series 1991 B Bonds Reserve Account" means the Series 1991 B Bonds Reserve Account established in the Series 1991 B Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1991 B Bonds Reserve Requirement" means, as of the date of calculation, the maximum amount of principal which will become due on the Series 1991 B Bonds in the then current or any succeeding year.

"Series 1991 B Bonds Sinking Fund" means the Series 1991 B Bonds Sinking Fund established by Section 5.02 hereof.

"State" means the State of West Virginia.

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

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Bonds, the Prior Bonds or any other obligations of the Issuer, including the Depreciation Fund, the Renewal and Replacement Fund and the Reserve Accounts, the proceeds of which Bonds or other obligations are to be used to pay Costs of the Project.

"System" means the complete municipal waterworks system of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include the Project and any further improvements or extensions 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.

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

ARTICLE II

AUTHORIZATION OF CONSTRUCTION AND ACQUISITION OF THE PROJECT

Section 2.01. Authorization of Construction and Acquisition of the Project. There is hereby authorized the construction and acquisition of the Project, at an estimated cost of $5,000,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Bonds hereby authorized shall be applied as provided in Article VI hereof.

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 1991 A Bonds, funding a reserve account for each series of Original Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance and related costs, or any or all of such purposes, there shall be issued negotiable Original Bonds of the Issuer, in an aggregate principal amount of not more than $6,000,000. Said Bonds shall be issued in two series, to be designated respectively, "Water Revenue Bonds, Series 1991 A," in the aggregate principal amount of not more than $5,000,000, and "Water Revenue Bonds, Series 1991 B," in the aggregate principal amount of not more than $1,000,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Bonds remaining after funding of the Reserve Accounts (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in the Bond Construction Trust Fund established by Section 5.01 hereof.

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

Unless otherwise provided by the Supplemental Resolution, the Original Bonds shall be issued in the form of a single bond for each series, fully registered to the Authority, with a debt service schedule attached, representing the aggregate principal amount of each series, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Bonds of each series shall be exchangeable at the option and expense of the Holder for other fully registered Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of

said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

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

Section 3.04. Authentication and Registration. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Bond Legislation unless and until the Certificate of Authentication and Registration on such Bond, substantially in the forms set forth in Section 3.09 shall have been manually executed by the Bond Registrar. Any such executed Certificate of Authentication and Registration upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered and delivered under this Bond Legislation. The Certificate of Authentication and Registration on any Bond shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

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

conclusively deemed to have agreed that said Bonds shall be incontestable in the hands of a bona fide holder for value.

So long as any of the Bonds remain outstanding, the Issuer, through the Bond Registrar, shall keep and maintain books for the registration and transfer of the Bonds.

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

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

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

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

Section 3.08. Bonds Secured by Subordinate Pledge of Gross Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of all the Series 1991 A Bonds shall be secured forthwith equally and ratably with each other, by a lien on the Gross Revenues junior and subordinate to the lien on Gross Revenues in favor of the Holders of the Prior Bonds. The payment of the debt service of all the Series 1991 B Bonds shall be secured forthwith equally and ratably with each other by a lien on the Gross Revenues junior and subordinate to the lien on Gross Revenues in favor of the Holders of the Prior Bonds and the Series 1991 A Bonds. Such Gross Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Prior Bonds and the Bonds and to make the payments into the Sinking Funds, the Reserve Accounts therein, the Depreciation Fund and the Renewal and Replacement Fund hereinafter established, and all other payments provided for in the Bond Legislation are hereby irrevocably pledged to the payment of the principal of and interest on the Bonds as the same become due, and for the other purposes provided in the Bond Legislation.

Section 3.09. Form of Original Bonds. The text of the Bonds shall be in substantially the following forms, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

[Form of Series 1991 A Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WEIRTON
WATER REVENUE BOND, SERIES 1991 A

No. AR-____ $_____

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

The interest rate on each installment shall run from the original date of delivery of this Bond to the Authority and payment therefor, and until payment of such installment, and such interest shall be payable on April 1 and October 1 in each year, beginning _____ 1, 19____. Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). The interest on this Bond is payable by check or draft of the Paying Agent mailed to the registered owner hereof at the address as it appears on the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar") on the 15th day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement between the Issuer and the Authority, dated _____, 1991.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements for the existing waterworks facilities of the Issuer (the "Project"); [(ii) to pay interest on the Bonds of this Series (the "Bonds") during the construction of the Project and for not more than 6 months thereafter;] [(iii) to fund a reserve account for the Bonds;] and (iv) to pay certain costs of issuance hereof and related costs. The existing waterworks system of the Issuer, the Project, and any further additions, betterments and 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 19 of the West Virginia Code of 1931, as amended (the "Act"), and an Ordinance duly enacted by the Issuer on _____, 1991, and Supplemental Resolution duly adopted by the Issuer on _____, 1991 (collectively called the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

This Bond is issued concurrently with the Water Revenue Bonds, Series 1991 B, of the Issuer (the "Series 1991 B Bonds"), issued in the aggregate principal amount of $_____, which Series 1991 B Bonds are junior and subordinate with respect to liens and sources of and security for payment to the Bonds.

THIS BOND IS JUNIOR AND SUBORDINATE WITH RESPECT TO LIENS, PLEDGES AND SOURCES OF AND SECURITY FOR PAYMENT TO THE ISSUER'S OUTSTANDING WATER REVENUE BONDS, SERIES 1964, DATED MARCH 1, 1964, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,843,185 (THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, after there has first been paid from said Gross Revenues all payments then due and owing on account of the Prior Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 1991 A Bonds Reserve Account"), and unexpended proceeds of the Bonds and the Series 1991 B Bonds. Such Gross Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory

provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon except from said special fund provided from the Gross Revenues, the moneys in the Series 1991 A Bonds Reserve Account and unexpended proceeds of the Bonds and the Series 1991 B Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest on the Bonds, the Series 1991 B Bonds, and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Bonds or the Series 1991 B Bonds, including the Prior Bonds, provided however, that so long as there exists in the Series 1991 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for the Series 1991 B Bonds and any other obligations outstanding prior to or on a parity with the Bonds or the Series 1991 B Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

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

IN WITNESS WHEREOF, the CITY OF WEIRTON has caused this Bond to be signed by its Mayor and City Manager and its corporate seal to be affixed hereon and attested by its City Clerk, and has caused this Bond to be dated _____, 1991.

[SEAL]

_____
Mayor

_____
City Manager

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1991 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____

ONE VALLEY BANK, NATIONAL ASSOCIATION,
as Registrar

By _____
Its Authorized Officer

EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

(Form of)

ASSIGNMENT

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

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

Dated: _____, _____.

_____

In the presence of:

_____

[Form of Series 1991 B Bond]

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WEIRTON
WATER REVENUE BOND, SERIES 1991 B

No. BR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia in Brooke and Hancock Counties of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ ($_____), in annual installments on October 1 of each year as set forth on the "Schedule of Annual Debt Service" attached as Exhibit A hereto and incorporated herein by reference, without interest.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority, and upon the terms and conditions prescribed by, and otherwise in compliance with, the Supplemental Loan Agreement between the Issuer and the Authority, dated _____, 1991.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements for the existing waterworks facilities 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 waterworks system of the Issuer, the Project and any further additions, betterments and improvements thereto is herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 19 of the West Virginia Code of 1931,

as amended (the "Act"), and an Ordinance, duly enacted by the Issuer on _____, 1991, and a Supplemental Resolution duly adopted by the Issuer on _____, 1991 (collectively called the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS JUNIOR AND SUBORDINATE WITH RESPECT TO LIENS, PLEDGES AND SOURCES OF AND SECURITY FOR PAYMENT TO CERTAIN OUTSTANDING WATER REVENUE BONDS OF THE ISSUER AS FOLLOWS:

(i) WATER REVENUE BONDS, SERIES 1964, DATED MARCH 1, 1964, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,843,185 (THE "PRIOR BONDS"); AND

(ii) WATER REVENUE BONDS, SERIES 1991 A, ISSUED CONCURRENTLY HEREWITH IN THE AGGREGATE PRINCIPAL AMOUNT OF $_____ AND DESCRIBED IN THE BOND LEGISLATION (THE "SERIES 1991 A BONDS").

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System after there has first been paid from said Gross Revenues all payments then due and owing on account of the Prior Bonds and the Series 1991 A Bonds, all moneys in the reserve account created under the Bond Legislation for the Bonds (the "Series 1991 B Bonds Reserve Account") and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Gross Revenues, the moneys in the Series 1991 B Bonds Reserve Account and unexpended Bond proceeds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, the

Prior Bonds, the Series 1991 A Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity therewith, including the Prior Bonds, provided however, that so long as there exists in the Series 1991 B Bonds Reserve Account and the reserve account established for the Series 1991 A Bonds, respectively, amounts at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds and the Series 1991 A Bonds in the then current or any succeeding year, and any reserve account for any such prior or parity obligations, including the Prior Bonds, is funded at least at the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of One Valley Bank, National Association, Charleston, West Virginia, as registrar (the "Registrar") by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or its attorney duly authorized in writing.

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law, shall be applied solely to the payment of the Costs of the Project described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such moneys, until so applied, in favor of the registered owners of the Bonds, which lien is subordinate to the lien in favor of the registered owners of the Series 1991 A Bonds.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond have existed, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that

a sufficient amount of the revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of this Bond.

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

IN WITNESS WHEREOF, the CITY OF WEIRTON has caused this Bond to be signed by its Mayor and City Manager and its corporate seal to be hereunto affixed hereon and attested by its City Clerk, and has caused this Bond to be dated _____, 1991.

[SEAL]

_____
Mayor

_____
City Manager

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1991 B Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above as of the date set forth below.

Date: _____

ONE VALLEY BANK, NATIONAL ASSOCIATION,
as Registrar

By _____
Its Authorized Officer

EXHIBIT A

SCHEDULE OF ANNUAL DEBT SERVICE

(Form of)

ASSIGNMENT

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

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

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.10. Sale of Original Bonds; Approval and Ratification of Execution of Loan Agreement with Authority. The Original Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "Exhibit A" and made a part hereof, and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.11. "Amended Schedule A" Filing; Tender of Series 1991 B Bonds. Upon completion of acquisition and construction of the Project, the Issuer will file with the Authority a schedule in substantially the form of the "Amended Schedule A" to the Loan Agreement, setting forth the actual costs of the Project and sources of funds therefor. In the event such schedule reflects an excess of funding for the Project, or if the Authority is otherwise advised of an excess, the Authority may tender the Series 1991 B Bonds to the Issuer for payment in an amount equal to such excess.

ARTICLE IV

[RESERVED]

ARTICLE V

SYSTEM REVENUES AND APPLICATION THEREOF

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

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

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

(3) Renewal and Replacement Fund;

(4) Operation and Maintenance Fund (established by the Prior Ordinance);

(5) Bond Construction Trust Fund; and

(6) Rebate Fund.

Section 5.02. Establishment of Funds and Accounts with Commission. The following special funds or accounts are hereby established (or continued if previously established by the Prior Ordinance) with the Commission:

(1) The Sinking Fund established for the Prior Bonds, including the reserve account established therein (hereinafter called the "Prior Bonds Sinking Fund");

(2) Series 1991 A Bonds Sinking Fund;

(a) Within the Series 1991 A Bonds Sinking Fund, the Series 1991 A Bonds Reserve Account.

(3) Series 1991 B Bonds Sinking Fund;

(a) Within the Series 1991 B Bonds Sinking Fund, the Series 1991 B Bonds Reserve Account.

Section 5.03. System Revenues; Flow of Funds. A. The entire Gross Revenues derived from the operation of the System shall be deposited upon receipt in the Revenue Fund. The Revenue Fund shall constitute a trust fund for the purposes provided in this Bond

Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner herein provided.

(1) The Issuer shall first, on or before the dates specified in the Prior Ordinance, transfer from the Revenue Fund and remit to the Commission for deposit into the Prior Bonds Sinking Fund such sums as are prescribed and in the priority set forth in the Prior Ordinance.

(2) Thereafter, from the moneys remaining in the Revenue Fund, the Issuer shall next, on the first day of each month, commencing 7 months prior to the first date of payment of interest on the Series 1991 A Bonds for which interest has not been capitalized, apportion and set apart out of the Revenue Fund and remit to the Commission, for deposit in the Series 1991 A Bonds Sinking Fund, a sum equal to 1/6th of the amount of interest which will become due on said Series 1991 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 1991 A Bonds Sinking Fund and the next semiannual interest payment date is less than 7 months, then such monthly payments shall be increased proportionately to provide, one month prior to the next semiannual interest payment date, the required amount of interest coming due on such date.

(3) The Issuer shall next, on the first day of each month, commencing 13 months prior to the first date of payment of principal on the Series 1991 A Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1991 A Bonds Sinking Fund, a sum equal to 1/12th of the amount of principal which will mature and become due on said Series 1991 A Bonds on the next ensuing principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1991 A Bonds Sinking Fund and the next annual principal payment date is less than 13 months then such monthly payments shall be increased proportionately to provide, one month prior to the next annual principal payment date, the required amount of principal coming due on such date.

(4) The Issuer shall next, on the first day of each month, commencing 13 months prior to the first date of payment of principal of the Series 1991 A Bonds, if not fully funded upon issuance of the Series 1991 A Bonds,

apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1991 A Bonds Reserve Account, an amount equal to 1/120 of the Series 1991 A Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 1991 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 1991 A Bonds Reserve Requirement.

(5) From the moneys remaining in the Revenue Fund, the Issuer shall next, so long as the Prior Bonds are Outstanding, on the first day of each month, transfer to the Depreciation Fund established by the Prior Ordinance, a sum equal to 5% of the Gross Revenues;

(6) The Issuer shall next, commencing one month after the Prior Bonds are fully paid and no longer Outstanding, from the moneys remaining in the Revenue Fund, on the first day of each month, transfer to the Renewal and Replacement Fund, a sum equal to 2 1/2% of the Gross Revenues each month, exclusive of any payments for account of any Reserve Account. All funds in the Renewal and Replacement Fund shall be kept apart from all other funds of the Issuer or of the Depository Bank and shall be invested and reinvested in accordance with Article VIII hereof. Withdrawals and disbursements may be made from the Renewal and Replacement Fund for replacements, emergency repairs, improvements or extensions to the System; provided, that any deficiencies in the reserve accounts established with respect to the Series 1991 A Bonds Reserve Account or the Series 1991 B Bonds Reserve Account [except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof] shall be promptly eliminated with moneys from the Renewal and Replacement Fund.

(7) The Issuer shall next, on the first day of each month, commencing 13 months prior to the first date of payment of principal on the Series 1991 B Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1991 B Bonds Sinking Fund, a sum equal to 1/12th of the amount of principal which will mature and become due on said Series 1991 B Bonds on the next ensuing principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1991 B Bonds Sinking Fund and

the next annual principal payment date is less than 13 months then such monthly payments shall be increased proportionately to provide, one month prior to the next annual principal payment date, the required amount of principal coming due on such date.

(8) The Issuer shall next, on the first day of each month, commencing 13 months prior to the first date of payment of principal of the Series 1991 B Bonds, if not fully funded upon issuance of the Series 1991 B Bonds, apportion and set apart out of the Revenue Fund and remit to the Commission for deposit in the Series 1991 B Bonds Reserve Account, an amount equal to 1/120 of the Series 1991 B Bonds Reserve Requirement; provided, that no further payments shall be made into the Series 1991 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 1991 B Bonds Reserve Requirement.

(9) The Issuer shall next, each month, transfer from the Revenue Fund into the Operation and Maintenance Fund established by the Prior Ordinance and hereby continued, an amount sufficient to pay all reasonable and proper expenses of operation, maintenance and repair of the System for the current month and from which disbursements shall be made only for that purpose. If in any month for any reason there is a failure to transfer and pay the required amount into the Operation and Maintenance Fund, then the amount of any deficiency shall be added to the amount otherwise required to be transferred and paid into said Fund in the next succeeding month. Fixed annual charges, such as insurance and costs of major repairs and maintenance, may be computed and set up on an annual basis and 1/12th of the amount thereof may be accumulated in said Fund each month.

Moneys in the Series 1991 A Bonds Sinking Fund and the Series 1991 B Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the respective series of Bonds as the same shall become due. Moneys in the Series 1991 A Bonds Reserve Account and the Series 1991 B Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the respective series of Bonds, as the same shall come due, when other moneys in the attendant Sinking Fund are insufficient therefor, and for no other purpose 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 several Sinking Funds and Reserve Accounts shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Bond Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payments, if any, due on the respective series of Bonds, and then to the next ensuing principal payments due thereon.

Except with respect to transfers to the Rebate Fund, any withdrawals from the Series 1991 A Bonds Reserve Account which result in a reduction in the balance of the Series 1991 A Bonds Reserve Account to below the Series 1991 A Bonds Reserve Requirement shall be subsequently restored from the first Gross Revenues available after all required payments have been made in full to the Series 1991 A Bonds Sinking Fund for payment of debt service on the Series 1991 A Bonds and to the Series 1991 A Bonds Sinking Fund for payment of debt service on the Series 1991 A Bonds.

Except with respect to transfers to the Rebate Fund, any withdrawals from the Series 1991 B Bonds Reserve Account which result in a reduction in the balance of the Series 1991 B Bonds Reserve Account to below the Series 1991 B Bonds Reserve Requirement shall be subsequently restored from the first Gross Revenues available after all required payments to the Prior Bonds Sinking Fund, the Series 1991 A Bonds Sinking Fund, the Series 1991 A Bonds Reserve Account, the Renewal and Replacement Fund, the Series 1991 B Bonds Sinking Fund and the Series 1991 B Bonds Sinking Fund have been made in full.

As and when additional Bonds ranking on a parity with the Bonds are issued, provision shall be made for additional payments into the respective Sinking Fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the appropriate Reserve Account in an amount equal to the maximum provided and required to be paid into the concomitant Sinking Fund in any year for account of the Bonds of such series, including such additional Bonds which by their terms are payable from such Sinking Fund.

The Issuer shall not be required to make any further payments into the Series 1991 A Bonds Sinking Fund, or the Series 1991 B Bonds Sinking Fund or into the Reserve Accounts therein when the aggregate amount of funds in said respective Sinking Funds and Reserve Accounts are at least equal to the aggregate principal amount of the respective Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the respective maturities thereof.

The Commission is hereby designated as the fiscal agent for the administration of the Sinking Funds created hereunder, and all amounts required for said Sinking Funds shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein.

The payments into the Sinking Funds shall be made on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday then such payments shall be made on the next succeeding business day, and all such payments shall be remitted to the Commission with appropriate instructions as to the custody, use and application thereof consistent with the provisions of this Bond Legislation.

Moneys in the Reserve Accounts shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

Except with respect to transfers to the Rebate Fund, the Sinking Funds, including the Reserve Accounts therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the respective Bonds and any additional Bonds ranking on a parity therewith that may be issued and Outstanding under the conditions and restrictions hereinafter set forth.

B. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in said Revenue Fund a balance in excess of the estimated amounts required to be so transferred and paid into the Sinking Funds, including the Reserve Accounts therein, the Prior Bonds Sinking Fund, the Depreciation Fund and the Renewal and Replacement Fund during the following month or such other period as required by law, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

C. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the Commission, the Registrar, the Paying Agent or the Depository Bank, as the case may be, shall require, such additional sums as shall be necessary to pay the charges, fees and expenses of the Depository Bank, the Commission, the Registrar and the Paying Agent.

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

E. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as hereinabove provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the 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 Commission shall clearly identify the fund or account into which each amount is to be deposited.

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

H. All Tap Fees shall be deposited by the Issuer, as received, in the Bond Construction Trust Fund, and following completion of the Project, shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System.

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

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

A. From the proceeds of the Series 1991 A Bonds, there shall first be deposited with the Commission in the Series 1991 A Bonds Sinking Fund, the amount, if any, specified in the Supplemental Resolution as capitalized interest; provided, that such amount may not exceed the amount necessary to pay interest on the Series 1991 A Bonds for the period commencing on the date of issuance of the Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 1991 A Bonds, there shall be deposited with the Commission in the Series 1991 A Bonds Reserve Account and from the proceeds of the Series 1991 B Bonds, there shall be deposited with the Commission in the Series 1991 B Reserve Account the respective sums, if any, set forth in the Supplemental Resolution for funding of the Reserve Accounts.

C. Next, from the proceeds of the Series 1991 A Bonds, there shall first be credited to the Bond Construction Trust Fund and then paid, any and all borrowings by the Issuer made for the purpose of temporarily financing a portion of the Costs of the Project, including interest accrued thereon to the date of such payment, not otherwise paid from funds of the Issuer.

D. The remaining moneys derived from the sale of the Bonds shall be deposited with the Depository Bank in the Bond Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02.

E. The Depository Bank shall act as a trustee and fiduciary for the Bondholder with respect to the Bond Construction Trust Fund and shall comply with all requirements with respect to the disposition of the Bond Construction Trust Fund set forth in the Bond Legislation. Except with respect to any transfers to the Rebate Fund, moneys in the Bond Construction Trust Fund shall be used solely to pay Costs of the Project and until so transferred or expended, are hereby pledged as additional security for the Series 1991 A Bonds, and thereafter for the Series 1991 B Bonds.

Section 6.02. Disbursements From the Bond Construction Trust Fund. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Bond Construction Trust Fund (except for the costs of issuance of the Original Bonds which shall be made upon request of the Issuer), shall be made only after submission to the Depository Bank of a certificate, signed by an Authorized Officer and the Consulting Engineers, stating:

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

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

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

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

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

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

After completion of the Project, as certified by the Consulting Engineers, the Depository Bank shall transfer any moneys remaining in the Bond Construction Trust Fund to the Series 1991 A Bonds Reserve Account, and when fully funded to the Series 1991 B Bonds Reserve Account, and when both Reserve Accounts are fully funded, shall return such remaining moneys to the Issuer for deposit in the Revenue Fund. The Issuer shall thereafter, apply such moneys

in full, first to the next ensuing interest payments, if any, due on the respective series of Bonds and thereafter to the next ensuing principal payments due thereon. Notwithstanding the foregoing, if the Authority tenders any of its Series 1991 B Bonds to the Issuer pursuant to the provisions of the Supplemental Loan Agreement, such moneys shall be applied to the purchase of such Series 1991 B Bonds.

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

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

Section 7.02. 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 funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Bonds, shall ever have the right to compel the exercise of the taxing power of the Issuer to pay said Bonds or the interest thereon.

Section 7.03. Bonds Secured by Subordinate Pledge of Gross Revenues; Lien Positions with Respect to Prior Bonds. The payment of the debt service of the Series 1991 A Bonds issued hereunder shall be secured forthwith equally and ratably by a lien on the Gross Revenues derived from the operation of the System, junior and subordinate to the lien in favor of the Holders of the Prior Bonds and senior and prior to the lien on said Gross Revenues in favor of the Holders of the Series 1991 B Bonds. The payment of the debt service of the Series 1991 B Bonds issued hereunder shall be secured forthwith equally and ratably by a lien on said Gross Revenues, junior and subordinate to the lien on said Gross Revenues in favor of the Holders of the Prior Bonds and the Series 1991 A Bonds. The Revenues derived from the System, in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Bonds and to make the payments into the Sinking Funds, including the Reserve Accounts therein, and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to the payment of the principal of and interest on the Bonds as the same become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Initial Schedule of Rates and Charges. The initial schedule of rates and charges for the services and facilities

of the System shall be as set forth in the Order of the Public Service Commission of West Virginia entered October 29, 1990, confirming the rates established in its Recommended Decision of July 23, 1990, in Case No. 90-051-WS-MA, copies of which Order and Recommended Decision are attached hereto as EXHIBIT A.

Section 7.05. Sale of the System. Except as otherwise required by law, the System may not be sold, mortgaged, leased or otherwise disposed of except as a whole, or substantially as a whole, and only if the net proceeds to be realized shall be sufficient to pay fully all the Bonds Outstanding, or to effectively defease this Bond Legislation in accordance with Section 10.01 hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Bonds, immediately be remitted to the Commission for deposit in the Sinking Funds, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal at maturity of and interest on the Bonds. Any balance remaining after the payment of all the Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement 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 $10,000 but not in excess of $50,000, the Issuer shall first, determine upon consultation with the Consulting Engineers that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding. The proceeds derived from any such sale, lease or other disposition of such property, aggregating during such Fiscal Year in excess of $10,000 and

not in excess of $50,000, shall with the written consent of the Authority, be remitted by the Issuer to the Commission for deposit in the Sinking Fund and shall be applied only to the purchase of Bonds of the last maturities then Outstanding at prices not greater than the par value thereof plus 3% of such par value or otherwise. Such payment of such proceeds into the Sinking Fund or the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Bond Legislation. No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of over 50% in amount of the Bonds then Outstanding and the Consulting Engineers. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided in this Section 7.06 and in Section 7.07B, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Bonds; provided, however, that additional Bonds on a parity with the Series 1991 B Bonds only may be issued as provided for in Section 7.07 hereof. All obligations issued by the Issuer after the issuance of the Bonds and payable from the revenues of the System, except such additional parity Bonds, shall contain an express statement that such obligations are junior and subordinate, as to lien on and source of and security for payment from such revenues and in all other respects, to the Series 1991 A Bonds and the Series 1991 B Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into the Reserve Accounts, the Depreciation Fund and the Renewal and Replacement Fund at the time of the issuance of such subordinate obligations have been made and are current.

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

Section 7.07. Parity Bonds. A. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of any Bonds pursuant to this Bond Legislation, except under the conditions and in the manner herein provided.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 1991 B Bonds. No Parity Bonds shall be issued which shall be payable out of the revenues of the System on a parity with the Series 1991 A Bonds, unless the Series 1991 B Bonds are no longer outstanding.

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

No Parity Bonds shall be issued at any time, however, unless there has been procured and filed with the City Clerk a written statement by the Independent Certified Public Accountants, based upon the necessary investigation and certification by the Consulting Engineers, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Prior Bonds and any other obligations with a lien on the Gross Revenues prior to that of the Bonds;

(2) The Bonds then Outstanding;

(3) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Ordinance then Outstanding; and

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

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

improvements to be financed by such Parity Bonds and (b) any increase in rates adopted by the Issuer, the period for appeal of which has expired prior to the date of delivery of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Consulting Engineers, which shall be filed in the office of the 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 Consulting Engineers and the said Independent Certified Public Accountants, as stated in a certificate jointly made and signed by the Consulting Engineers and said Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System adopted by the Issuer, the period for appeal of which has expired prior to issuance of such Parity Bonds.

Not later than simultaneously with the delivery of such Parity Bonds, the Issuer shall have entered into written contracts for the immediate construction or acquisition of such additions, betterments or improvements, if any, to the System that are to be financed by such Parity Bonds.

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

All Parity Bonds shall mature on the day of the years of maturities, and the semiannual interest thereon shall be payable on the days of each year, specified in a Supplemental Resolution.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 1991 A Bonds and the Series 1991 B Bonds on such revenues. The Issuer shall not issue any obligations

whatsoever payable from the revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 1991 A Bonds or the Series 1991 B Bonds.

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

B. Notwithstanding the foregoing, or any provision of Section 7.06 to the contrary, additional Bonds may be issued solely for the purpose of completing the Project as described in the application to the Authority submitted as of the date of the Loan Agreement without regard to the restrictions set forth in this Section 7.07, if there is first obtained by the Issuer the written consent of the Authority to the issuance of bonds on a parity with the Bonds.

Section 7.08. Books and Records. The Issuer will keep books and records of the System, which shall be separate and apart from all other books, records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to the System, and any Holder of a Bond or Bonds issued pursuant to this Bond Legislation shall have the right at all reasonable times to inspect the System and all parts thereof and all records, accounts and data of the Issuer relating thereto.

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

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

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

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

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

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of Bonds, and shall submit said report to the Authority, or any other original purchaser of the Bonds. Such audit report submitted to the Authority shall include a statement that the Issuer is in compliance with the terms and provisions of the Loan Agreement and this Bond Legislation.

Section 7.09. Rates. Equitable rates or charges for the use of and service rendered by the System have been established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the City Clerk, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from said System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all reasonable expenses of operation, repair and maintenance of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the Reserve Requirements are on deposit respectively in the Reserve Accounts and reserve accounts for

obligations prior to or on a parity with the Bonds (including the Prior Bonds) are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest on the Bonds and all other obligations secured by a lien on or payable from such revenues prior to or on a parity with the Bonds. In any event, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04.

Section 7.10. Operating Budget and Audit. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated 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. No expenditures for the operation and maintenance of the System shall be made in any Fiscal Year in excess of the amounts provided therefor in such budget without a written finding and recommendation by the Consulting Engineers, which finding and recommendation shall state in detail the purpose of and necessity for such increased expenditures for the operation and maintenance of the System, and no such increased expenditures shall be made until the Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of the Consulting Engineers that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority 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.

In addition, the Issuer shall annually cause the records of the System to be audited by an independent certified public accountant, the report of which audit shall be submitted to the Authority and which audit report shall include a statement that the Issuer is in compliance with the terms and provisions of this Bond Legislation and the Loan Agreement.

Section 7.11. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm, corporation, body, agency or instrumentality whatsoever for the

providing of any services which would compete with services provided by the System.

Section 7.12. Enforcement of Collections. The Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

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

Section 7.13. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.14. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as any of the Bonds

remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for said Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

(2) PUBLIC LIABILITY INSURANCE, with limits of not less than $1,000,000 per occurrence to protect the Issuer from claims for bodily injury and/or death and not less than $100,000 per occurrence from claims for damage to property of others which may arise from the operation of the System, and insurance with the same limits to protect the Issuer from claims arising out of operation or ownership of motor vehicles of or for the System.

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

(4) FLOOD INSURANCE, to the extent available at reasonable cost to the Issuer.

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

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

Section 7.15. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto.

Section 7.16. Completion of Project. The Issuer will complete the Project and operate and maintain the System in good condition.

Section 7.17. Tax Covenants. The Issuer hereby further covenants and agrees as follows:

A. PRIVATE BUSINESS USE LIMITATION. The Issuer shall assure that (i) not in excess of 10% of the Net Proceeds of the Bonds are used for Private Business Use if, in addition, the payment of more than 10% of the principal or 10% of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the Issuer, in respect of property or borrowed money used or to be used for a Private Business Use; and (ii) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Bonds are used for a Private Business Use, and (B) an amount in excess of 5% of the principal or 5% of the interest due on the Bonds during the term thereof is, under the terms of the Bonds or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the

Issuer, in respect of property or borrowed money used or to be used for said Private Business Use, then said excess over said 5% of Net Proceeds of the Bonds used for a Private Business Use shall be used for a Private Business Use related to the governmental use of the Project, or if the Bonds are for the purpose of financing more than one project, a portion of the Project, and shall not exceed the proceeds used for the governmental use of that portion of the Project to which such Private Business Use is related, 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 Bonds are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

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

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

E. FURTHER ACTIONS. The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Original 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 7.18. Statutory Mortgage Lien. For the further protection of the Holders of the Bonds, a statutory mortgage lien upon the System is granted and created by the Act, which statutory mortgage lien is hereby recognized and declared to be valid and binding, shall take effect immediately upon delivery of the Bonds and shall be for the equal benefit of all Holders of each respective series of Bonds, provided however, that the statutory mortgage lien in favor of the Holders of the Series 1991 A Bonds shall be junior and subordinate to that in favor of the Holders of the Prior Bonds, and shall be senior to the statutory mortgage lien in favor of the Holders of the Series 1991 B Bonds; and the statutory mortgage lien in favor of the Holders of the Series 1991 B Bonds shall be junior and subordinate to

that in favor of the Holders of the Prior Bonds and the Series 1991 A Bonds.

ARTICLE VIII

INVESTMENT OF FUNDS; NON ARBITRAGE

Section 8.01. Investments. Any moneys held as a part of the funds and accounts created by this Bond Legislation, 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 and this Bond Legislation the need for such moneys for the purposes set forth herein and the specific restrictions and provisions set forth in this Section 8.01.

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, 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, except as otherwise provided with respect to the Rebate Fund. The investments held for any fund or account shall be valued at the lower of cost or then current market value, or at the redemption price thereof if then redeemable at the option of the holder, including the value of accrued interest and giving effect to the amortization of discount, or at par if such investment is held in the "Consolidated Fund." The Commission, the Depository Bank, or such other bank or national banking association, as the case may be, shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank, or such other bank or national banking association, as the case may be, may make any and all investments permitted by this section through its own bond department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year (or more often if 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 Bonds are Outstanding and as long thereafter as necessary to comply with the Code and assure the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Section 8.02. Arbitrage. 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 Original Bonds which would cause the Original 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 Original Bonds) so that the interest on the Original Bonds will be and remain excluded from gross income for Federal income tax purposes, and will not take any actions which would adversely affect such exclusion.

Section 8.03. Small Issuer Exemption from Rebate of Excess Investment Earnings to the United States. In accordance with Section 148(f)(4)(D) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that no part of the Original Bonds are private activity bonds; that 95% or more of the Net Proceeds of the Original Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and that the aggregate face amount of all the tax-exempt obligations (other than private activity bonds) issued by the Issuer during the calendar year in which the Original Bonds are issued does not and will not exceed $5,000,000, determined in accordance with Section 148(f)(4)(D) of the Code and the Regulations from time to time in effect and applicable to the Original Bonds. For purposes of this first paragraph of Section 8.03 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 first paragraph of Section 8.03 and Section 148(f)(4)(D) of the Code, be treated as not issued by such unit; all obligations issued by a subordinate entity shall, for purposes of applying this first paragraph of Section 8.03 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 the purposes of such Section 148(f)(4)(D) of the Code and all other entities benefiting thereby shall be treated as one issuer.

Notwithstanding the foregoing, if in fact the Issuer is subject to the rebate requirements of Section 148(f) of the Code, and not exempted from such requirements, the Issuer 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

Original 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 Original Bonds. In the event of a failure to pay any such amount or amounts, the Issuer will pay, from any lawful sources available therefor, to the United States an amount equal to the sum of 50% of the amount not paid, plus interest at the required rate on the portion of the amount which was not paid on the required date, beginning on such date, 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 Original Bonds subject to rebate.

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 Bonds:

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

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

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

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners, provided however, that all rights and remedies of the Holders of the Series 1991 A and Series 1991 B Bonds shall be subject to those of the Holders of the Prior Bonds, and provided further, however, that all rights and remedies of the Holder of the Series 1991 B Bonds shall be subject to those of the Holders of the Series 1991 A Bonds.

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

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

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

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

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

ARTICLE X

DEFEASANCE

Section 10.01. Defeasance of Series 1991 A Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 1991 A Bonds, the principal of and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 1991 A Bonds only, the pledge of Gross Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1991 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest on the Original Bonds from gross income for federal income tax purposes.

Series 1991 A Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agents at the same or earlier time, shall be sufficient, to pay as and when due either at maturity or at the next redemption date, the principal installments of and interest on such Series 1991 A Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 1991 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or its agent, either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay when due the principal installments of and interest due and to become due on said Series 1991 A Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of and interest on said Series 1991 A Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of and interest to become due on said Bonds on and prior

to the next redemption date or the maturity dates thereof, and interest earned from such reinvestments shall be paid over to the Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

Section 10.02. Defeasance of Series 1991 B Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the respective Holders of all Series 1991 B Bonds, the principal due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then with respect to the Series 1991 B Bonds only, the pledge of Gross Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1991 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 Original Bonds from gross income for federal income tax purposes.

Series 1991 B Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying Agents at the same or earlier time, shall be sufficient, to pay as and when due either at maturity or at the next redemption date the principal installments of such Series 1991 B Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 1991 B Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or its agent, either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay when due the principal installments of said Series 1991 B Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of said Series 1991 B Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such

reinvestments shall be paid over to the Issuer as received by the Commission or its agent, free and clear of any trust, lien or pledge. For the purpose of this section, securities shall mean and include only Government Obligations.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. No material modification or amendment of this Bond Legislation, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the respective rights of Registered Owners of the Bonds shall be made without the consent in writing of the Registered Owners of 66-2/3% or more in principal amount of the Series 1991 A Bonds or the Series 1991 B Bonds so affected and then Outstanding; provided, 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 Issuer to pay such principal and interest out of the funds herein respectively pledged therefor without the consent of the respective Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of Bonds 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 Original 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, the 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. All ordinances, orders or resolutions and or parts thereof in conflict

with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Ordinance and the Prior Ordinance, the Prior Ordinance shall control (unless less restrictive), so long as the Prior Bonds 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, City Manager, 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 Bond Legislation determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the Weirton Daily Times, a qualified newspaper published and of general circulation in the City of Weirton, together with a notice stating that this Bond Legislation has been adopted and that the Issuer contemplates the issuance of the Bonds described herein and that any person interested may appear before the City Council upon a date certain, not less than ten days subsequent to the date of the first publication of such abstract of this Bond Legislation and notice, and present protests, and that a certified copy of the Ordinance is on file with the Governing Body for review by interested persons during office hours of the Governing Body. At such hearing, all objections and suggestions shall be heard and the Governing Body shall take such action as it shall deem proper in the premises.

Passed on First Reading - April 16, 1991

Passed on Second Reading - April 29, 1991

Passed on Final Reading Following Public Hearing - May 13, 1991

Mayor

City Manager

City Clerk

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the CITY OF WEIRTON on the 13th day of May, 1991.

Dated: May 23, 1991

[SEAL]

City Clerk

05/14/91
WEIRB.A3
94975/91001

CITY OF WEIRTON

Water Revenue Bonds,
Series 1991 A and Series 1991 B

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITIES, INTEREST RATES, PRINCIPAL PAYMENT SCHEDULES, SALE PRICES AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 1991 A AND SERIES 1991 B OF THE CITY OF WEIRTON; AUTHORIZING AND APPROVING A LOAN AGREEMENT AND SUPPLEMENTAL LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS

WHEREAS, the city council (the "Governing Body") of the City of Weirton (the "Issuer"), has duly and officially enacted a bond ordinance, effective May 13, 1991 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS FOR THE EXISTING WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $5,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1991 A AND NOT MORE THAN $1,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1991 B, PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT AND SUPPLEMENTAL LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Bond Ordinance provides for the issuance of Water Revenue Bonds of the Issuer (the "Bonds"), in an aggregate principal amount not to exceed $6,000,000, to be issued in two series, the Series 1991 A Bonds to be in an aggregate principal amount of not

more than $5,000,000 (the "Series 1991 A Bonds") and the Series 1991 B Bonds to be in an aggregate principal amount of not more than $1,000,000 (the "Series 1991 B Bonds"), and has preliminarily authorized the execution and delivery of a loan agreement relating to the Series 1991 A Bonds to be dated the date of delivery of the Bonds, and a supplemental loan agreement relating to the Series 1991 B Bonds, also to be dated the date of delivery of the Bonds (sometimes collectively referred to herein as the "Loan Agreement"), by and between the Issuer and West Virginia Water Development Authority (the "Authority"), all in accordance with Chapter 8, Article 19 of the West Virginia Code of 1931, as amended (the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amounts, maturity dates, interest rates, interest and principal payment dates, sale prices and other terms of the Bonds should be established by a supplemental resolution pertaining to the Bonds; and that other matters relating to the Bonds be herein provided for;

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

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

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

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

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

(A) The Water Revenue Bonds, Series 1991 A, of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of $4,784,000. The Series 1991 A Bonds shall be dated the date of delivery

thereof, shall finally mature October 1, 2016, shall bear interest at the rate of 8.10% per annum, payable semiannually on April 1 and October 1 of each year, first interest payable October 1, 1991, 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 1991 A Bonds, and shall be payable in installments of principal on October 1 of each of the years and in the amounts as set forth in "Schedule X," attached thereto and to the Loan Agreement and incorporated therein by reference.

(B) The Water Revenue Bonds, Series 1991 B, of the Issuer, originally represented by a single Bond, numbered BR-1, in the principal amount of $216,000. The Series 1991 B Bonds shall be dated the date of delivery thereof, shall finally mature October 1, 2016, shall be interest free, shall be subject to redemption upon the written consent of the Authority, and otherwise in compliance with the Loan Agreement, as long as the Authority shall be the registered owner of the Series 1991 B Bonds, and shall be payable in installments of principal on October 1 of each of the years and in the amounts as set forth in "Schedule X," attached thereto and to the Supplemental Loan Agreement and incorporated therein by reference.

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

Section 3. The Issuer does hereby authorize, approve and accept the Loan Agreement, copies of which are incorporated herein by reference, and the execution and delivery by the Mayor of the Loan Agreement, and the performance of the obligations contained therein, on behalf of the Issuer are hereby authorized, directed and approved. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon.

Section 4. The Issuer does hereby appoint and designate One Valley Bank, National Association, Charleston, West Virginia, as Registrar (the "Registrar") for the Bonds and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Bonds, by and between the Issuer and the Registrar, in substantially the form attached hereto, and the execution and delivery by the Mayor of the Registrar's Agreement, and the performance of the obligations

contained therein, on behalf of the Issuer are hereby authorized, approved and directed.

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

Section 6. The Issuer does hereby appoint Bank of Weirton, Weirton, West Virginia, as Depository Bank under the Bond Ordinance.

Section 7. Series 1991 A Bonds proceeds in the amount of $484,275 shall be deposited in the Series 1991 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 1991 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 1991 A Bonds Reserve Account and Series 1991 B Bonds proceeds in the amount of $-0- shall be deposited in the Series 1991 B Bonds Reserve Account.

Section 9. The balance of the proceeds of the Bonds shall be deposited in or credited to the Bond Construction Trust Fund for payment of Costs of the Project, including costs of issuance of the Bonds and repayment of any borrowings previously incurred for the Project.

Section 10. The Issuer hereby determines to pay, on the date of delivery of the Bonds and receipt of proceeds thereof, all borrowings of the Issuer heretofore incurred for the purpose of temporarily financing a portion of the Costs of the Project, including, but not limited to, all borrowings from the Issuer's general fund or from West Virginia Water Development Authority.

Section 11. The Mayor, City Manager and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered on or about May 23, 1991, to the Authority pursuant to the Loan Agreement.

Section 12. The financing of the Project in part with proceeds of the Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 13. The Issuer hereby determines that it is in the best interest of the Issuer to invest all moneys in the funds and accounts established by the Bond Ordinance held by the Depository Bank

in [repurchase agreements secured by a pledge of Government Obligations with the Depository Bank, 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], until further directed in writing by the Issuer. Moneys in the Sinking Funds for the Bonds shall be invested by the Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 14. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by Section 103(a) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"), by reason of the classification of the Bonds as "private activity bonds" within the meaning of the Code. It will take all actions necessary to comply with the Code and Treasury Regulations to be promulgated thereunder.

Section 15. The Issuer has general taxing powers to finance operations of or facilities of the nature of the Project and the System, and the Issuer and all subordinate entities reasonably expect to issue not more than $5,000,000 aggregate principal amount of tax-exempt obligations during the calendar year 1991, being the calendar year in which the Bonds are to be issued.

Section 16. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 13th day of May, 1991.

CITY OF WEIRTON

Mayor

05/13/91
WEIRB.F3
94975/91001

*CONFORMED COPY

*Reflects amendments set forth in the
Supplemental Resolution adopted March 30, 1998

CITY OF WEIRTON

WATER REVENUE BONDS, SERIES 1998 A
(WEST VIRGINIA SRF PROGRAM)

BOND ORDINANCE

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CITY OF WEIRTON

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $2,900,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF WEIRTON:

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

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

A. The City of Weirton (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Brooke and Hancock Counties of said State.

B. The Issuer presently owns and operates a public water treatment and distribution 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 additions, betterments

and improvements to the existing waterworks system of the Issuer, consisting of a water treatment plant sludge dewatering and disposal facility, together with all appurtenant facilities (collectively, the "Project") (the existing public waterworks 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"), pursuant to the Act, in order to take advantage of the favorable terms available to the Issuer under the SRF Program.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), in the total aggregate principal amount of not more than $2,900,000 (the "Series 1998 A Bonds"), to be initially represented by a single bond, to permanently finance costs of acquisition and construction of the Project. The remaining costs of the Project, if any, shall be funded from the sources set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Series 1998 A Bonds prior to and during acquisition or construction of the Project and for a period not exceeding 6 months after completion of acquisition or construction of the Project; amounts which may be deposited in the Series 1998 A 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 Project; 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 1998 A 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 1998 A 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 20 years.

F. It is in the best interests of the Issuer that its Series 1998 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and among the Issuer, the Authority and the West Virginia Division of Environmental Protection, a division of the West Virginia Bureau of Environment (the "DEP"), in form satisfactory to the Issuer,

the Authority and the DEP (the "Loan Agreement"), 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 or junior and subordinate to the Series 1998 A Bonds as to liens, pledge and source of and security for payment, which obligations are designated and have the lien positions with respect to the Series 1998 A Bonds as follows:

Designation	Lien Position
Water Revenue Bonds, Series 1991 A, dated May 23, 1991, issued in the original aggregate principal amount of $4,784,000 (the "Series 1991 A Bonds")	First Lien
Water Revenue Bonds, Series 1991 B, dated May 23, 1991, issued in the original aggregate principal amount of $216,000 (the "Series 1991 B Bonds")	Second Lien

The Series 1991 A Bonds and the Series 1991 B Bonds are hereinafter collectively called the "Prior Bonds."

The Series 1998 A Bonds shall be issued on a parity with the Series 1991 A Bonds and senior and prior to the Series 1991 B Bonds with respect to liens, pledge and source of and security for payment and in all other respects. The Issuer has met the coverage requirements for issuance of parity bonds of the Series 1991 A Bonds and the ordinance authorizing the Series 1991 A Bonds and has substantially complied with all other parity requirements, except to the extent that noncompliance with any such other parity requirements is not of a material nature. Prior to the issuance of the Series 1998 A Bonds, the Issuer shall obtain the written consent of the Holders of the Series 1991 A Bonds to the issuance of the Series 1998 A Bonds on a parity with the Series 1991 A Bonds, and the written consent of the Holders of the Series 1991 B Bonds to the issuance of the Series 1998 A Bonds on a senior and prior basis to the Series 1991 B Bonds. Other than the Prior Bonds, there are no outstanding bonds or obligations of the Issuer which will rank prior to or on a parity with the Series 1998 A Bonds as to liens, pledge and/or source of and security for payment or in any other respects.

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 the costs of the operation and maintenance of said System, the principal of and interest on the Bonds (as hereinafter defined) and payments into all funds and accounts and other payments provided for herein and in the Prior Ordinance, all as such terms are hereinafter defined.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 1998 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, the obtaining of a certificate of convenience and necessity from the Public Service Commission of West Virginia by final order, the time for rehearing and appeal of which will either have expired prior to the issuance of the Series 1998 A Bonds or such final order will not be subject to appeal.

J. The Issuer is a governmental unit which has general taxing powers to finance operations of or facilities of the nature of the Project and the System; 95% or more of the Net Proceeds of the Series 1998 A 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 Issuer, all subordinate entities, all entities which issue obligations on behalf of the Issuer, and all entities formed or, to the extent provided under Section 148 of the Code, herein defined, availed of, to avoid the purposes of Section 148(f)(4)(D) of the Code and all other entities benefiting thereby reasonably expect to issue less than $5,000,000 aggregate principal amount of tax-exempt obligations (other than private activity bonds) during the calendar year in which the Series 1998 A Bonds are to be issued.

K. The Project has been approved by the West Virginia Infrastructure and Jobs Development Council as required under Chapter 31, Article 15A of the West Virginia Code of 1931, as amended, or is grandfathered from review thereby.

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 1998 A 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 Registered Owners of any and all such Series 1998 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 8, Article 19 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 1998 A Bonds, or

any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority.

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

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

"Bondholder," "Holder of the Bonds," "Holder," "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.

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

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

"City Manager" means the City Manager of the Issuer.

"Closing Date" means the date upon which there is an exchange of the Series 1998 A Bonds for the proceeds or at least a de minimis portion thereof representing the purchase price of the Series 1998 A Bonds 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 Thrasher Engineering, Inc., Clarksburg, 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 1.02 hereof to be a part of the cost of acquisition and construction of the Project.

"Council" means the City Council of the Issuer or any other governing body of the Issuer that succeeds to the functions of the Council as presently constituted.

"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, which shall be a member of FDIC.

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

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

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

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

"Grant" means all moneys received by the Issuer on account of any Grant.

"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 Weirton, a municipal corporation and political subdivision of the State of West Virginia, in Brooke and Hancock Counties, West Virginia, and, unless the context clearly indicates otherwise, includes the Governing Body of the Issuer.

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered, into among the Authority, the DEP and the Issuer providing for the purchase of the Series 1998 A Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 1998 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 1998 A Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 1998 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

"Nonpurpose Investment" means any Investment Property which is acquired with the gross proceeds or any other proceeds of the Series 1998 A Bonds and is not acquired in order to carry out the governmental purpose of the Series 1998 A 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 Authority, fiscal agents, the Depository Bank, the Registrar and Paying Agent (all as hereinafter 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 Series 1998 A Bonds or the Prior 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.

"Operation and Maintenance Fund" means the Operation and Maintenance Fund created by the Prior Ordinance and continued hereby.

"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 Bonds cancelled by the Bond Registrar or Registrar for Prior Bonds, at or prior to said date; (ii) any Bond or any 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 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 any Prior Bond, any Bond or any Prior Bonds registered to the Issuer.

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

"Paying Agent" means the Commission or such other entity or authority designated as such for the Series 1998 A Bonds in the Supplemental Resolution with the written consent of the Authority and the DEP.

"Prior Bonds" means, collectively, the Series 1991 A Bonds and the Series 1991 B Bonds of the Issuer.

"Prior Ordinance" means the ordinance of the Issuer enacted May 13, 1991, and the supplemental resolution of the Issuer adopted May 13, 1991, authorizing the Prior Bonds.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, or in any activity carried on by a person other than a natural person, including all persons "related" to such person within the meaning of Section 144(a)(3) of the Code, excluding, however, use by a state or local governmental unit

and use as a member of the general public. All of the foregoing shall be determined in accordance with the Code, including, without limitation, giving due regard to "incidental use," if any, of the proceeds of the issue and/or proceeds used for "qualified improvements," if any.

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

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

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

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

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

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

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

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or

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

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

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

"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 created by the Prior Ordinance and continued hereby.

"Reserve Accounts" means, collectively, the respective reserve accounts established for the Prior Bonds and the Series 1998 A Bonds.

"Reserve Requirement" means, collectively, the respective amount required to be on deposit in any reserve account for the Prior Bonds and the Series 1998 A Bonds.

"Revenue Fund" means the Revenue Fund created by the Prior Ordinance and continued hereby.

"Series 1991 A Bonds" means the Water Revenue Bonds, Series 1991 A, of the Issuer, dated May 23, 1991, issued in the original aggregate principal amount of $4,784,000.

"Series 1991 A Bonds Reserve Account" means the Series 1991 A Bonds Reserve Account established by the Prior Ordinance.

"Series 1991 A Bonds Sinking Fund" means the Series 1991 A Bonds Sinking Fund established by the Prior Ordinance.

"Series 1991 B Bonds" means the Water Revenue Bonds, Series 1991 B, of the Issuer, dated May 23, 1991, issued in the original aggregate principal amount of $216,000.

"Series 1991 B Bonds Reserve Account" means the Series 1991 B Bonds Reserve Account established by the Prior Ordinance.

"Series 1991 B Bonds Sinking Fund" means the Series 1991 B Bonds Sinking Fund established by the Prior Ordinance.

"Series 1998 A Bonds" means the not more than $2,900,000 in aggregate principal amount of Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

"Series 1998 A Bonds Reserve Account" means the Series 1998 A Bonds Reserve Account established in the Series 1998 A Bonds Sinking Fund pursuant to Section 5.02 hereof.

"Series 1998 A Bonds Reserve Requirement" means, as of any date of calculation, the maximum amount of principal and interest which will become due on the Series 1998 A Bonds in the then current or any succeeding year.

"Series 1998 A Bonds Sinking Fund" means the Series 1998 A Bonds Sinking Fund established by Section 5.02 hereof.

"Sinking Funds" means, collectively, the respective sinking funds established for the Prior Bonds and the Series 1998 A Bonds.

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

"SRF Program" means the State's Water Pollution Control Revolving Fund Program, under which the Authority purchases the water pollution control revenue bonds of local governmental entities satisfying certain legal and other requirements with the proceeds of a capitalization grant award from the United States Environmental Protection Agency and funds 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 1998 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 1998 A Bonds, and not so included may be included in another Supplemental Resolution.

"Surplus Revenues" means the Net Revenues not required by the Bond Legislation to be set aside and held for the payment of or security for the Series 1998 A Bonds, the Prior Bonds or any other obligation of the Issuer, including, without limitation, the Operation and Maintenance Fund, the Renewal and Replacement Fund and the Reserve Accounts.

"System" means the complete municipal waterworks 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 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.

Additional terms and phrases are defined in this Ordinance as they are used. 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 not to exceed $2,900,000, 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 1998 A 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 SRF Program.

The cost of the Project is estimated not to exceed $2,900,000, of which the entire amount will be obtained from proceeds of the Series 1998 A 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 1998 A Bonds, funding a reserve account for the Series 1998 A Bonds; paying Costs of the Project not otherwise provided for and paying certain costs of issuance of the Series 1998 A 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 1998 A Bonds of the Issuer, in the principal amount of not more than $2,900,000. The Series 1998 A Bonds shall be issued as a single Bond, designated "Water Revenue Bond, Series 1998 A (West Virginia SRF Program)" and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 1998 A Bonds remaining after funding of the Series 1998 A Bonds Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 1998 A Bonds, if any, shall be deposited in or credited to the Bond Construction Trust Fund established by Section 5.01 hereof and applied as set forth in Article VI hereof.

Section 3.02. Terms of Bonds. The Series 1998 A Bonds shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 1998 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest on the Series 1998 A Bonds, if any, 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 1998 A Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 1998 A Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 1998 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 1998 A Bonds shall be executed in the name of the Issuer by the Mayor and the City Manager, 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 1998 A Bonds shall cease to be such officer of the Issuer before the Series 1998 A 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 1998 A 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 the authorization 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 1998 A 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 1998 A 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 1998 A Bonds shall be and have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code of the State of West Virginia, and each successive Holder, in accepting the Series 1998 A 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 1998 A 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 1998 A 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 Series 1998 A Bonds or transferring the registered Series 1998 A Bonds are exercised, all Series 1998 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 1998 A Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Bond Registrar. For every such exchange or transfer of Series 1998 A 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 1998 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 1998 A Bonds or, in the case of any proposed redemption of Series 1998 A 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 1998 A 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 1998 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Gross Revenues derived from the operation of the System as herein provided. No Holder or Holders of the Series 1998 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 1998 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Gross Revenues; Lien Positions with respect to Prior Bonds. The payment of the debt service of all Series 1998 A Bonds shall be secured forthwith equally and ratably with each other by a lien on the Gross Revenues derived from operation of the System, on parity with the lien on the Gross Revenues in favor of the Holders of the Series 1991 A Bonds, and senior and prior to the lien on the Gross Revenues in favor of the Holders of the Series 1991 B Bonds. The Gross Revenues in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Series 1998 A Bonds and to make payments into all funds and accounts, and all other payments provided for in the Bond Legislation, 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 1998 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 1998 A 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 1998 A 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 1998 A Bonds to the original purchasers;

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

D. An executed copy of the Loan Agreement; and

E. The unqualified approving opinion of bond counsel on the Series 1998 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 1998 A Bonds shall be in substantially the following form, with such omissions, insertions, and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WEIRTON
WATER REVENUE BOND,
SERIES 1998 A
(WEST VIRGINIA SRF PROGRAM)

No. AR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia in Brooke and Hancock Counties of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the West Virginia Water Development Authority (the "Authority") or registered assigns the sum of _____ DOLLARS ($_____), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached 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, 199____, 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 also be payable quarterly on March 1, June 1 September 1, and December 1 of each year, commencing _____1, 199__, 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 ("DEP"), and upon the terms and conditions prescribed

by, and otherwise in compliance with, the Loan Agreement by and among the Issuer, the Authority and the DEP, dated _____, 199____.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain additions, betterments and improvements to the existing public waterworks 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 waterworks system of the Issuer, the Project, and any further additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 8, Article 19 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 _____, 199__, and a Supplemental Resolution duly adopted by the Issuer on _____, 199__ (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S WATER REVENUE BONDS, SERIES 1991 A, DATED MAY 23, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,784,000 (THE "SERIES 1991 A BONDS").

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S WATER REVENUE BONDS, SERIES 1991 B , DATED MAY 23, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $216,000 (THE "SERIES 1991 B BONDS").

THE SERIES 1991 A BONDS AND THE SERIES 1991 B BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR BONDS."

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Series 1991 A Bonds, and senior and prior to the pledge of Gross Revenues in favor of the Holders of the Series 1991 B Bonds, and from moneys in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 1998 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any

constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, or the interest hereon, except from said special fund provided from the Gross Revenues, the moneys in the Series 1998 A 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 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Bonds, including the Prior Bonds; provided however, that so long as there exists in the Series 1998 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding on a parity with or junior to the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

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

IN WITNESS WHEREOF, the CITY OF WEIRTON has caused this Bond to be signed by its Mayor and City Manager and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 199__.

[SEAL]

_____
Mayor

_____
City Manager

ATTEST:

_____
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 1998 A Bonds described in the within-mentioned Bond Legislation and has been duly registered in the name of the registered owner set forth above, as of the date set forth below.

Date: _____, 199__.

ONE VALLEY BANK, NATIONAL ASSOCIATION,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

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 Agreement. The Series 1998 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor or the City Manager is specifically authorized and directed to execute the Loan Agreement in the form attached hereto as "Exhibit A" and made a part hereof, and the City Clerk is directed to affix the seal of the Issuer, attest the same and deliver the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, 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 the 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 Ordinance), 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 (established by the Prior Ordinance);

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

(3) Renewal and Replacement Fund (established by the Prior Ordinance); and

(4) Bond Construction Trust Fund.

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

(1) Series 1991 A Bonds Sinking Fund (established by the Prior Ordinance);

(2) Within the Series 1991 A Bonds Sinking Fund, the Series 1991 A Bonds Reserve Account (established by the Prior Ordinance);

(3) Series 1991 B Bonds Sinking Fund (established by the Prior Ordinance);

(4) Within the Series 1991 B Bonds Sinking Fund, the Series 1991 B Bonds Reserve Account (established by the Prior Ordinance);

(5) Series 1998 A Bonds Sinking Fund; and

(6) Within the Series 1998 A Bonds Sinking Fund, the Series 1998 A Bonds Reserve Account.

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

(1) The Issuer shall first, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Series 1991 A Bonds Sinking Fund the amount required by the Prior Ordinance to pay interest on the Series 1991 A Bonds and (ii) commencing 3 months prior to the first date of payment of interest on the Series 1998 A Bonds, for which interest has not been capitalized, or as required in the Loan Agreement, for deposit in the Series 1998 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 1998 A Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1998 A Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Series 1991 A Bonds Sinking Fund the amount required by the Prior Ordinance to pay principal of the Series 1991 A Bonds and (ii) commencing 3 months prior to the first date of payment of principal of the Series 1998 A Bonds, for deposit in the Series 1998 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 1998 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 1998 A Bonds Sinking Fund and the next quarterly principal payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

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

Commission (i) for deposit in the Series 1991 A Bonds Reserve Account the amount required by the Prior Ordinance and (ii) commencing 3 months prior to the first date of payment of principal of the Series 1998 A Bonds, if not fully funded upon issuance of the Series 1998 A Bonds, remit to the Commission for deposit in the Series 1998 A Bonds Reserve Account, an amount equal to 1/120 of the Series 1998 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 1998 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 1998 A Bonds Reserve Requirement.

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

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1991 B Bonds Sinking Fund the amount required by the Prior Ordinance to pay principal of the Series 1991 B Bonds.

(6) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1991 B Bonds Reserve Account the amount required by the Prior Ordinance.

(7) The Issuer shall next, each month, transfer from the Revenue Fund into the Operation and Maintenance Fund, an amount sufficient to pay all reasonable and proper expenses of operation, maintenance and repair of the System for the current month and from which disbursements shall be made only for that purpose. If in any

month for any reason there is a failure to transfer and pay the required amount into the Operation and Maintenance Fund, then the amount of any deficiency shall be added to the amount otherwise required to be transferred and paid into said Fund in the next succeeding month. Fixed annual charges, such as insurance and costs of major repairs and maintenance, may be computed and set up on an annual basis and 1/12th of the amount thereof may be accumulated in said Fund each month.

Moneys in the Series 1998 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, if any, on the Series 1998 A Bonds as the same shall become due. Moneys in the Series 1998 A Bonds Reserve Account shall be used only for the purpose of paying principal of and interest, if any, on the Series 1998 A Bonds as the same shall come due, when other moneys in the Series 1998 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on moneys in the Series 1998 A Bonds Sinking Fund and Series 1998 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Bond Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payments, if any, due on the Series 1998 A Bonds and then to the next ensuing principal payments due thereon.

Any withdrawals from the Series 1998 A Bonds Reserve Account which result in a reduction in the balance of the Series 1998 A Bonds Reserve Account to below the Series 1998 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 as set forth above.

As and when additional Bonds ranking on a parity with the Series 1998 A Bonds are issued, provision shall be made for additional payments into the respective sinking fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the 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 1998 A Bonds Sinking Fund or the Series 1998 A Bonds Reserve Account therein when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 1998 A 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 for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 1991 A Bonds and

Series 1998 A Bonds in accordance with the respective principal amounts then Outstanding, and thereafter with respect to the Series 1991 B Bonds.

The Commission is hereby designated as the fiscal agent for the administration of the Series 1998 A Bonds Sinking Fund and the Series 1998 A Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If at any time required by the Authority, the Issuer shall make the necessary arrangements whereby required payments into the Series 1998 A Bonds Sinking Fund and the Series 1998 A Bonds Reserve Account shall be automatically deducted from the Revenue Fund and transferred to the Commission on the dates required hereunder.

Moneys in the Series 1998 A Bonds Sinking Fund and the Series 1998 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 1998 A Bonds Sinking Fund, including the Series 1998 A Bonds Reserve Account therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 1998 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. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinabove 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 longer period as shall be required by the Act, such excess shall be considered Surplus Revenues. Surplus Revenues may be used for any lawful purpose of the System.

C. The Issuer shall, on the first day of each month (if such day is not a business day, then the next succeeding business day), deposit with the Commission the required principal, interest and reserve payments with respect to the Series 1998 A 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. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Issuer shall also, on the first day of each month (if such day is not a business day, then the next succeeding business day), deposit with the Commission the SRF Administrative Fee as set forth in Schedule Y attached to the Loan Agreement.

D. The Issuer shall complete the "Monthly Payment Form," a form of which is attached to the Loan Agreement as Exhibit F, 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, fees and expenses then due.

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

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

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

I. All Tap Fees shall be deposited by the Issuer, as received, in the Bond Construction Trust Fund, and following completion of the Project, shall be deposited in the Revenue Fund and may be used for any lawful purpose of the System.

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 the Series 1998 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 1998 A Bonds, there shall first be deposited with the Commission in the Series 1998 A 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 1998 A Bonds for the period commencing on the date of issuance of the Series 1998 A Bonds and ending 6 months after the estimated date of completion of construction of the Project.

B. Next, from the proceeds of the Series 1998 A Bonds, there shall be deposited with the Commission in the Series 1998 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 1998 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining moneys derived from the sale of the Series 1998 A Bonds, such moneys shall be deposited with the Depository Bank in the Bond Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 hereof.

D. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 1998 A Bonds shall be used to fund the Series 1998 A Bonds Reserve Account, if not funded upon issuance of the Series 1998 A Bonds, in an amount not to exceed the Series 1998 A Bonds Reserve Requirement; provided that, in no event shall more than 10% of the proceeds of the Series 1998 A Bonds be deposited in the Series 1998 A Bonds Reserve Account.

Section 6.02. Disbursements From the Bond Construction Trust Fund. 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 1998 A Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Bond 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 Loan Agreement as Exhibit C, and

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

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

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

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

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

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

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 1998 A 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 1998 A 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 1998 A Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 1998 A 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 funds pledged for such payment by this Bond Legislation. No Holder or Holders of any Series 1998 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 1998 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Gross Revenues; Lien Positions with respect to Prior Bonds. The payment of the debt service of all Series 1998 A Bonds shall be secured forthwith equally and ratably with each other by a lien on the Gross Revenues derived from the operation of the System, on parity with the lien on such Gross Revenues in favor of the Holders of the Series 1991 A Bonds, and senior and prior to the lien on such Gross Revenues in favor of the Holders of the Series 1991 B Bonds. The Gross Revenues in an amount sufficient to pay the principal of and interest on the Prior Bonds and the Series 1998 A Bonds and to make payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

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 5, 1996, which rates are incorporated herein by reference as a part hereof.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of or encumber the System, or any part thereof, except as provided in the Prior Ordinance. Additionally, so long as the Series 1998 A 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 pay fully all the Bonds Outstanding, or to effectively defease the pledge created by this Bond Legislation in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall, with respect to the Series 1998 A Bonds, immediately be remitted to the Commission for deposit in the Series 1998 A Bonds Sinking Fund, 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 1998 A Bonds as prescribed by Section 10.01 hereof. Any balance remaining after the payment of all the Series 1998 A Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement 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 $10,000 but not in excess of $50,000, the Issuer shall first, determine, upon consultation with the Consulting Engineers, that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding. The proceeds derived from any such sale, lease or other disposition of such property aggregating during such Fiscal Year in excess of $10,000 and not in excess of $50,000 shall, with the written consent of the Authority, be remitted by the Issuer to the Commission for deposit in the Sinking Funds and shall be applied only to the purchase of the Bonds outstanding. Such payment of such proceeds into the Sinking Funds or the Renewal and Replacement Fund shall not reduce the amounts required to be paid into said funds by other provisions of this Bond Legislation.

No sale, lease, or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding, without the prior approval and consent in writing of the Holders, or their duly authorized representatives, of over 50% in amount of all 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 7.06 and Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 1998 A Bonds and the Prior Bonds. All obligations issued by the Issuer after the issuance of the Series 1998 A 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 1998 A Bonds and the Prior Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts established by this Bond Legislation and the Prior Ordinance 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 1998 A Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 1998 A 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 System, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinance shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 1998 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided, unless less restrictive than the provisions of the Prior Ordinance.

All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 1998 A 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 any outstanding 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 Certified

Public Accountants, based upon the necessary investigation and certification by the Consulting Engineers, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Bonds then Outstanding, including, without limitation, the Prior Bonds;

(2) Any Parity Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation 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 the improvements to be financed by such Parity Bonds and any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the date of delivery of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Consulting Engineers, which shall be filed in the office of the 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 Consulting Engineers and the Independent Certified Public Accountants, as stated in a certificate jointly made and signed by the Consulting Engineers and the Independent Certified Public Accountants, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Parity Bonds.

Not later than simultaneously with the delivery of such Parity Bonds, the Issuer shall have entered into written contracts for the immediate acquisition and construction of such additions, extensions, betterments or improvements to the System which are to be financed by such Parity Bonds.

All covenants and other provisions of this Bond Legislation (except as to details of such Parity Bonds inconsistent herewith) shall be for the equal benefit, protection and security of the Holders of the Bonds and the Holders of any Parity Bonds theretofore or

subsequently issued from time to time within the limitations of and in compliance with this section and the Prior Ordinance. All the Series 1998 A Bonds, regardless of the time or times of their issuance, shall rank equally with respect to their lien on the Gross Revenues of the System, and their source of and security for payment from said Gross Revenues, without preference of any Bond over any other. The Issuer shall comply fully with all the increased payments into the various funds and accounts created in this Bond Legislation required for and on account of such Parity Bonds, in addition to the payments required for Bonds theretofore issued pursuant to this Bond Legislation.

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior lien of the Series 1998 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or equally, as to lien on and source of and security for payment from such revenues, with the Series 1998 A Bonds except in the manner and under the conditions provided in this section.

No Parity Bonds shall be issued at any time, however, unless all of the payments into the respective funds and accounts provided for in this Bond Legislation and the Prior Ordinance with respect to the Bonds then Outstanding, and any other payments provided for in this Bond Legislation and the Prior Ordinance, shall have been made in full as required to the date of issuance of the Parity Bonds, and the Issuer then be in full compliance with all the covenants, agreements and terms of this Bond Legislation and the Prior Ordinance and every ordinance supplemental thereto, or shall have fully corrected any delinquency or deficiency in such payments and compliance.

Notwithstanding the foregoing, or any provision of Section 7.06 to the contrary, additional Parity Bonds may be issued solely for the purpose of completing the Project as described in the application to the Authority and the DEP submitted as of the date of the Loan Agreement without regard to the restrictions set forth in this Section 7.07, if there is first obtained by the Issuer the written consent of the Authority and the DEP to the issuance of the Parity Bonds.

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

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

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

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

The Issuer, shall file with the Consulting Engineers, the Authority, and the DEP, or any other original purchaser of the Series 1998 A Bonds, and shall mail in each year to any Holder or Holders of the Series 1998 A 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 Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants in compliance with OMB Circular 128 or any successor thereof and the Single Audit Act and shall mail upon request, and make available generally, the report of said Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 1998 A Bonds

and shall submit said report to the Authority and the DEP, or any other original purchaser of the Series 1998 A Bonds. Such audit report submitted to the Authority shall include a statement that the Issuer is in compliance with the terms and provisions of the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service requirements.

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

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

Section 7.09. Rates. Equitable rates or charges for the use of and service rendered by the System have been established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the City Clerk, which copies will be open to inspection by all interested parties. The schedule of rates and charges shall at all times be adequate to produce Gross Revenues from said System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created (or, where appropriate, continued) hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System (i) to provide for all reasonable expenses of operation, repair and maintenance of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 1998 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 1998 A Bonds, including the Prior Bonds; provided that, in the event that amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 1998 A Bonds Reserve Account and any reserve accounts for obligations on a parity with or junior to the Series 1998 A Bonds, including the Prior Bonds, are funded at least at the requirement therefor, such balance each year need only equal at least 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 1998 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior to the Series 1998 A Bonds,

including the Prior Bonds. In any event, subject to any requirements of law, the Issuer shall not reduce the rates or charges for services set forth in the rate ordinance described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the DEP within 30 days of adoption thereof. 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 Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made except upon the further certificate of a registered professional engineer, that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the 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, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to 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 two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement as Exhibit B, 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 Issuer will obtain a certificate of the Consulting Engineers in the form attached to the Loan Agreement, stating, among other things, that the Project has been or will be constructed in accordance with the approved plans, specifications and designs as submitted to the Authority and the DEP, the Project is adequate for the purposes for which it was designed, the funding plan as submitted to the Authority and the DEP is sufficient to pay the costs of acquisition and construction of the Project, and all permits required by federal and state laws for construction of the Project have been obtained.

The Issuer shall provide and maintain competent and adequate 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 Issuer at the completion of construction that construction of the Project is in accordance with the approved plans, specifications and designs, or amendments thereto, approved by all necessary governmental bodies.

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

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

The Issuer agrees that qualified operating personnel properly certified by the State will be employed before the Project is 25% complete and agrees that it will retain such a certified operator(s) to operate the System during the entire term of the Loan Agreement. The Issuer shall notify the DEP in writing of the certified operator employed at the 25% 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 Issuer will diligently enforce and collect all fees, rentals, or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

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

agrees that, it will, to the full extent permitted by law and the rules and regulations promulgated by the Public Service Commission of West Virginia, discontinue and shut off the services of the System, to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.14. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Series 1998 A Bonds remain Outstanding, the Issuer will, as an Operating Expense, procure, carry and maintain insurance with a reputable insurance carrier or carriers as is customarily covered with respect to works and properties similar to the System. Such insurance shall initially cover the following risks and be in the following amounts:

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

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

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

(4) FLOOD INSURANCE, if the 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.

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

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

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

The Issuer shall 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 requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor, and all subcontractors, as their interests may appear.

Section 7.16. Connections. To the extent permitted by the laws of the State and rules and regulations of the Public Service Commission of West Virginia, the Issuer shall require every owner, tenant or occupant of any house, dwelling or building intended to be served by the System to connect thereto.

Section 7.17. Completion of Project; Permits and Orders. The Issuer 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 Issuer 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 Public Service Commission of West Virginia for the acquisition and construction of the Project and the operation of the System.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer agrees to comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer will provide the DEP with copies of all documents submitted to the Authority.

The Issuer also agrees to comply with all applicable laws, rules and regulations issued by the Authority, the DEP or other state, federal or local bodies in regard to the acquisition and construction of the Project and the operation, maintenance and use of the System.

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 1998 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 1998 A Bonds during the term thereof is, under the terms of the Series 1998 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) and that, in the event that both (A) in excess of 5% of the Net Proceeds of the Series 1998 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 1998 A Bonds during the term thereof is, under the terms of the Series 1998 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 1998 A 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 1998 A 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 1998 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 1998 A 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 1998 A Bonds and the interest, if any, 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, if any, on the Series 1998 A Bonds will be and remain excludable from gross income for federal income tax purposes, and will not take any actions, or fail to take any actions (including, without limitation, those deemed necessary by the Authority), the result of which would adversely affect such exclusion.

Section 7.20. Statutory Mortgage Lien. For the further protection of the Holders of the Series 1998 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 immediately upon delivery of the Series 1998 A Bonds, and shall be on a parity with the statutory mortgage lien in favor of the Holder of the Series 1991 A Bonds, and senior and prior to the statutory mortgage lien in favor of the Holder of the Series 1991 B Bonds.

Section 7.21. Securities Laws Compliance. The Issuer will provide the Authority, in a timely manner, with any and all information that may be requested of it (including its annual 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).

ARTICLE VIII

INVESTMENT OF FUNDS; NON ARBITRAGE

Section 8.01. Investments. Any moneys held as a part of the funds and accounts created by this Bond Legislation other than the Revenue Fund, shall be invested and reinvested by the Commission, the Depository Bank, or such other bank or national banking association holding such fund or account, as the case may be, at the written direction of the Issuer in any Qualified Investments to the fullest extent possible under applicable laws, this Bond Legislation, the Prior Ordinance, 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, the Depository Bank or such other bank or national banking association, as the case may be, shall sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund or account is insufficient to make the payments required from such fund or account, regardless of the loss on such liquidation. The Depository Bank or such other bank or national banking association, as the case may be, may make any and all investments permitted by this section through its own investment or trust department and shall not be responsible for any losses from such investments, other than for its own negligence or willful misconduct.

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year (or more often if 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 Bonds are Outstanding and as long thereafter as necessary to comply with the Code and assure the exclusion of interest on the Series 1998 A Bonds from gross income for federal income tax purposes.

Section 8.02. Arbitrage. 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 1998 A Bonds which would cause the Series 1998 A 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 1998 A Bonds) so that the interest, if any, on the

Series 1998 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 8.03. Small Issuer Exemption from Rebate of Excess Investment Earnings to the United States. In accordance with Section 148 (f)(4)(D) of the Code, the Issuer covenants that it is a governmental unit with general taxing powers; that no part of the Series 1998 A Bonds are private activity bonds; that 95% or more of the Net Proceeds of the Series 1998 A Bonds are to be used for local governmental activities of the Issuer (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the Issuer); and that the aggregate face amount of all the tax-exempt obligations (other than private activity bonds) issued by the Issuer during the calendar year in which the Series 1998 A Bonds are issued does not and will not exceed $5,000,000, determined in accordance with Section 148(f)(4)(D) of the Code and the Regulations from time to time in effect and applicable to the Series 1998 A Bonds. For purposes of the first paragraph of Section 8.03 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 first paragraph of Section 8.03 and Section 148(f)(4)(D) of the Code, be treated as not issued by such unit; all obligations issued by a subordinate entity shall, for purposes of applying this first paragraph of Section 8.03 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 the purposes of such Section 148(f)(4)(D) of the Code and all other entities benefiting thereby shall be treated as one issuer.

Notwithstanding the foregoing, if in fact the Issuer is subject to the rebate requirements of Section 148(f) of the Code, and not exempted from such requirements, the Issuer 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 1998 A 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 1998 A Bonds. In the event of a failure to pay the correct rebate amount, the Issuer shall pay, from any lawful sources available therefor, to the United States such rebate amount, plus a penalty equal to 50% of the rebate amount not paid when required to be 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 1998 A 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 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 Bonds:

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

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

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

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

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including, but not limited to, the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 1998 A Bonds shall be on a parity with the Holders of the Series 1991 A Bonds and senior and prior to those of the Holders of the Series 1991 B Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after

commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to the Series 1998 A Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

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

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

court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

DEFEASANCE

Section 10.01. Defeasance of Bonds. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of the Series 1998 A Bonds, the principal of and interest due or to become due thereon, if any, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Gross Revenues and other moneys and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 1998 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 1998 A Bonds from gross income for federal income tax purposes.

Series 1998 A Bonds for the payment of which either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Paying 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 1998 A Bonds shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section. All Series 1998 A Bonds shall, prior to the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this section if there shall have been deposited with the Commission or its agent, either moneys in an amount which shall be sufficient, or securities the principal of and the interest on which, when due, will provide moneys which, together with other moneys, if any, deposited with the Commission at the same time, shall be sufficient to pay, when due, the principal installments of and interest due and to become due on said Series 1998 A Bonds on and prior to the next redemption date or the maturity dates thereof. Neither securities nor moneys deposited with the Commission pursuant to this section nor principal or interest payments on any such securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal installments of and interest on said Series 1998 A Bonds; provided, that any cash received from such principal or interest payments on such securities deposited with the Commission or its agent, if not then needed for such purpose, shall, to the extent practicable, be reinvested in securities maturing at times and in amounts sufficient to pay when due the principal installments of and interest to become due on said Bonds on and prior to the next redemption date or the maturity dates thereof, and interest earned from such reinvestment 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 1998 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 1998 A 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 1998 A Bonds, shall be made without the consent in writing of the Registered Owners of the Series 1998 A Bonds so affected and then Outstanding; provided, 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 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 Series 1998 A Bonds required for consent to the above-permitted amendments or modifications. Notwithstanding the foregoing, this Bond Legislation may be amended without the consent of any Bondholder as may be necessary to assure compliance with Section 148(f) of the Code relating to rebate requirements or otherwise as may be necessary to assure the excludability of interest, if any, on the Series 1998 A 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 Series 1998 A Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 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 1998 A 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. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; provided that, in the event of any conflict between

this Ordinance and the Prior Ordinance, the Prior Ordinance shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

Section 11.06. Covenant of Due Procedure, Etc. The Issuer covenants that all acts, conditions, things and procedures required to exist, to happen, to be performed or to be taken precedent to and in the adoption of this Ordinance do exist, have happened, have been performed and have been taken in regular and due time, form and manner as required by and in full compliance with the laws and Constitution of the State of West Virginia applicable thereto; and that the Mayor, the City Manager, 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 Weirton Daily Times, a qualified newspaper published and of general circulation in the City of Weirton, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 1998 A 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: - May 12, 1997

Passed on Second Reading: - May 19, 1997

Passed on Final Reading Following Public Hearing: - June 9, 1997

Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the CITY OF WEIRTON on the 9th day of June, 1997.

Dated: April 8, 1998.

[SEAL]

City Clerk

04/01/98
949750/97001

CITY OF WEIRTON

Water Revenue Bonds, Series 1998 A
(West Virginia SRF Program)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA SRF PROGRAM), OF THE CITY OF WEIRTON; RATIFYING AND APPROVING A LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the city council (the "Governing Body") of the City of Weirton (the "Issuer"), has duly and officially adopted and enacted a bond ordinance, effective June 9, 1997 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $2,900,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 1997 A (WEST VIRGINIA SRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF

SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of Water Revenue Bonds, Series 1997 A (West Virginia SRF Program), of the Issuer, in the aggregate principal amount not to exceed $2,900,000;

WHEREAS, the Water Revenue Bonds, Series 1997 A (West Virignia SRF Program), were not issued in 1997, but will be issued in 1998;

WHEREAS, the Governing Body desires to redesignate the Bonds as "Water Revenue Bonds, Series 1998 A (West Virginia SRF Program)" (the "Bonds" or the "Series 1998 A Bonds");

WHEREAS, the Bond Ordinance has authorized the execution and delivery of a loan agreement relating to the Bonds (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"), all in accordance with Chapter 8, Article 19 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 amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price 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 Bonds be

redesignated, that the Loan Agreement be ratified and approved by the Issuer, that the exact principal amount, the date, the maturity date, the redemption provisions, the interest rate, the interest and principal payment dates and the sale price 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 WEIRTON:

Section 1. Pursuant to the Bond Ordinance and the Act, this Supplemental Resolution is adopted, the Water Revenue Bonds, Series 1997 A (West Virginia SRF Program), are hereby redesignated as "Water Revenue Bonds, Series 1998 A (West Virginia SRF Program)," and there are hereby authorized and ordered to be issued the Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of $2,190,000. The Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2019, and shall bear interest at the rate of 2% per annum. The interest on and principal of the Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 1999, and ending June 1, 2019, and in the amounts as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds. The 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 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 approve and shall pay the administrative fee equal to 1% of the principal amount of the Bonds set forth in "Schedule Y" attached to the Loan Agreement.

Section 4. The Issuer does hereby ratify, approve 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 or the City Manager, 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, provided that the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 5. The Issuer does hereby appoint and designate One Valley Bank, National Association, Charleston, West Virginia, as Registrar (the "Registrar"), for the Bonds and does approve and accept the Registrar's Agreement to be dated the date of delivery of

the Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor and the City Manager, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 6. 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 7. The Issuer does hereby appoint and designate WesBanco Bank, Weirton, West Virginia, as Depository Bank under the Bond Ordinance.

Section 8. Series 1998 A Bonds proceeds in the amount of $-0- shall be deposited in the Series 1998 A Bonds Sinking Fund, as capitalized interest.

Section 9. Series 1998 A Bonds proceeds in the amount of $133,128 shall be deposited in the Series 1998 A Bonds Reserve Account.

Section 10. The balance of the proceeds of the Bonds shall be deposited in or credited to the Bond Construction Trust Fund as received from time to time for payment of Costs of the Project, including costs of issuance of the Bonds and related costs.

Section 11. The Mayor, the City Manager and the City Clerk are hereby authorized and directed to execute and deliver such other documents, agreements, instruments 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 April 8, 1998, to the Authority pursuant to the Loan Agreement.

Section 12. The acquisition and construction of the Project and the financing thereof in part with proceeds of the Bonds is in the public interest, serves a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

Section 13. 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 Series 1998 A Bonds Sinking Fund, including the Series 1998 A Bonds Reserve Account therein, shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

Section 14. 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 15. The Issuer is a governmental unit with general taxing powers to finance operations of or facilities of the nature of the Project and the System; no part of the 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; and the Issuer reasonably expects to issue less than $5,000,000 aggregate principal face amount of tax-exempt obligations (other than private activity bonds) during the calendar year 1998, being the calendar year in which the Bonds are to be issued. For purposes of this Section 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 Section and Section 148(f)(4)(D) of the Code, be treated as not issued by such unit; all obligations issued by a subordinate entity shall, for purposes of applying this Section 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 the purposes of such Section 148(f)(4)(D) of the Code and all other entities benefiting thereby shall be treated as one issuer.

Section 16. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 30th day of March, 1998.

Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Weirton on the 30th day of March, 1998.

Dated: April 8, 1998.

[SEAL]

City Clerk

03/24/98
949750/97001

ORDINANCE NO. 1482

CITY OF WEIRTON

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $3,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA DWTRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

BE IT ORDAINED AND ENACTED BY THE COUNCIL OF THE CITY OF WEIRTON.

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 19 and Chapter 16, Article 13C 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 Weirton (the "Issuer") is a municipal corporation and political subdivision of the State of West Virginia in Hancock County and Brooke County of said State.

B. The Issuer presently owns and operates a municipal waterworks treatment and distribution system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain additions, betterments and improvements to the existing public waterworks system of the Issuer, consisting of the construction of a new 1,000,000 gallon water storage tank to replace the existing 150,000 gallon Belleview water storage tank, the demolition of the existing Belleview water storage tank, the construction of a 12 inch water line from the new water storage tank to Pennsylvania Avenue and the installation of fencing around the water storage tank site, together with all appurtenant facilities (collectively, the "Project") (the existing public waterworks system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer and at the costs estimated in Section 2.01 hereof.

C. The Issuer intends to permanently finance a portion of the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Drinking Water Treatment Revolving Fund pursuant to the Act.

D. It is deemed necessary for the Issuer to issue its Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), in the total aggregate principal amount of not more than $3,500,000 (the "Series 2006 A Bonds"), to be initially represented by a single bond, to permanently finance a portion of the costs of acquisition and construction of the Project, together with the Issuer's contribution. The remainder of the costs of acquisition and construction of the Project shall be as set forth in Section 2.01 hereof. Said costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor; interest upon the Series 2006 A Bonds prior to and during acquisition and construction of the Project 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 2006 A 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 Administrative Fee (as hereinafter defined), discount, initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2006 A 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 2006 A 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 20 years.

F. It is in the best interests of the Issuer that its Series 2006 A Bonds be sold to the Authority pursuant to the terms and provisions of a loan agreement by and between the Issuer and the Authority, on behalf of the West Virginia Bureau for Public Health (the "BPH"), in form satisfactory to the Issuer, the Authority and the BPH (the "Loan Agreement"), as shall be approved by a resolution supplemental hereto.

G. There are outstanding obligations of the Issuer which will rank on a parity with the Series 2006 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's (i) Water Revenue Bonds, Series 1991 A (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $4,784,000 (the "Series 1991 A Bonds"); and (ii) Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), dated April 8, 1998, issued in the original aggregate principal amount of $2,190,000 (the "Series 1998 A Bonds"). There are also outstanding obligations of the Issuer which will be junior and subordinate to the Series 2006 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's Water Revenue Bonds, Series 1991 B (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $216,000 (the "Series 1991 B Bonds"). The Series 1991 A Bonds and the Series 1998 A Bonds may be hereinafter collectively referred to as the "First Lien Bonds". The Series 1991 A Bonds, the Series 1991 B Bonds, and the Series 1998 A Bonds may be hereinafter collectively referred to as the "Prior Bonds".

The Series 2006 A Bonds shall be issued on a parity with the Series 1991 A Bonds and Series 1998 A Bonds and senior and prior to the Series 1991 B Bonds with respect to liens, pledge and source of and security for payment and in all other respects. Prior to the issuance of the Series 2006 A Bonds, the Issuer will obtain (I) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Series 1991 A Bonds and Series 1998 A Bonds are met; (ii) the written consent of the registered owners of the Series 1991 A Bonds and Series 1998 A Bonds to the issuance of the Series 2006 A Bonds on a parity with the Series 1991 A Bonds and Series 1998 A Bonds; and (iii) the written consent of the registered owners of the Series 1991 B Bonds to the issuance of the Series 2006 A Bonds on a senior and prior basis to the Series 1991 B Bonds. Other than the Prior Bonds, there are no other outstanding bonds or obligations of the Issuer which are secured by revenues or assets of the System.

H. The estimated revenues to be derived in each year after completion of the Project from the operation of the System will be sufficient to pay all costs of operation and maintenance of the System, the principal of and interest on the Bonds (as hereinafter defined) and the Series 1991 B Bonds and payments into all funds and accounts and other payments provided for herein.

I. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2006 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things and without limitation, 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 and approval of this financing from the Public Service Commission of West Virginia by final order.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2006 A 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 Registered Owners, and the covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the Registered Owners of any and all of such Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond of a series and any other Bonds of the same series, by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 8, Article 19 and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Administrative Fee" means any administrative fee required to be paid pursuant to the Loan Agreement for the Series 2006 A Bonds.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2006 A Bonds, or any other agency, board or department of the State of West Virginia that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the BPH under the Act.

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

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

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

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

"Bonds" means, collectively, the Series 2006 A Bonds, the First Lien 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.

"BPH" means the West Virginia Bureau for Public Health, a division of the West Virginia Department of Health and Human Resources, or any successor thereto.

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

"City Manager" means the City Manager of the Issuer.

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

"Consulting Engineers" means Thrasher Engineering, Inc., Clarksburg, 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.

"Depository Bank" means the bank designated as such in the Supplemental Resolution, and its successors and assigns, which shall be a member of FDIC.

"DWTRF Regulations" means the DWTRF regulations set forth in the West Virginia Code of State Regulations, as amended from time to time.

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

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

"Governing Body" means the council of the Issuer or any other governing body of the Issuer that succeeds to the functions of the council as presently constituted.

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

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

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

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

"Investment Property" means:

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

(B) any obligation,

(C) any annuity contract,

(D) any investment-type property, or

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

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

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

"Loan Agreement" means, the Loan Agreement heretofore entered, or to be entered, into by and between the Issuer and the Authority, on behalf of the BPH, providing for the purchase of the Series 2006 A Bonds from the Issuer by the Authority, the form of which shall be approved, and the execution and delivery by the Issuer authorized and directed or ratified, by the Supplemental Resolution.

"Mayor" means the Mayor of the Issuer.

"Net Proceeds" means the face amount of the Series 2006 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2006 A Bonds Reserve Account. For purposes of the Private Business Use limitations set forth herein, the term Net Proceeds shall include any amounts resulting from the investment of proceeds of the Series 2006 A Bonds, without regard to whether or not such investment is made in tax-exempt obligations.

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

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

"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, the Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, Registrar and 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, the Series 1991 B 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.

"Operation and Maintenance Fund" means the Operation and Maintenance Fund created by the Prior Ordinances and continued hereby.

"Outstanding," when used with reference to Bonds or Prior Bonds and as of any particular date, describes all Bonds theretofore and thereupon being authenticated and delivered except (i) any Bond or Prior Bonds canceled by the Bond Registrar or Registrar for Prior Bonds, at or prior to said date; (ii) any Bond or any Prior Bonds for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust 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 Bonds deemed to have been paid; and (v) for purposes of consents or other action by a specified percentage of Bondholders or Holders of any Prior Bonds, any Bond or any Prior Bonds registered to the Issuer.

"Parity Bonds" means additional Bonds issued on a parity with the Series 2006 A Bonds and the First Lien Bonds 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 for the Series 2006 A Bonds by the Issuer in the Supplemental Resolution.

"Prior Bonds" means the Issuer's (i) Water Revenue Bonds, Series 1991 A; (ii) Water Revenue Bonds, Series 1991 B; and (iii) Water Revenue Bonds, Series 1998 A as described in Section 1.02G hereof.

"Prior Ordinances" means, collectively, the ordinances of the Issuer respectively enacted, authorizing the issuance of the Prior Bonds.

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

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

"Qualified Investments" means and includes any of the following:

(a) Government Obligations;

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

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

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

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

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

(g) Repurchase agreements, fully secured by investments of the types described in paragraphs (a) through (e) above, with banks or national banking associations which are members of FDIC or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so

that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

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

(i) Obligations of states or political subdivisions or agencies thereof, the interest on which is exempt from 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 created by the Prior Ordinances and continued hereby.

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

"Reserve Requirement" means, collectively, the respective amounts required to be on deposit in any Reserve Account for the Prior Bonds and the Series 2006 A Bonds.

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

"Series 1991 A Bonds Sinking Fund" means the Series 1991 A Bonds Sinking Fund created by the Prior Ordinances and continued hereby.

"Series 1991 A Bonds Reserve Account" means the Series 1991 A Bonds Reserve Account created by the Prior Ordinances and continued hereby.

"Series 1991 B Bonds Sinking Fund" means the Series 1991 B Bonds Sinking Fund created by the Prior Ordinances and continued hereby.

"Series 1991 B Bonds Reserve Account" means the Series 1991 B Bonds Reserve Account created by the Prior Ordinances and continued hereby.

"Series 1998 A Bonds Sinking Fund" means the Series 1998 A Bonds Sinking Fund created by the Prior Ordinances and continued hereby.

"Series 1998 A Bonds Reserve Account" means the Series 1998 A Bonds Reserve Account created by the Prior Ordinances and continued hereby.

"Series 2006 A Bonds" means the Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), of the Issuer, authorized by this Ordinance.

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

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

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

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

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

"State" means the State of West Virginia.

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

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

"System" means, collectively, the complete existing municipal waterworks system of the Issuer, and shall include the Project, any additions, betterments and

improvements thereto hereafter acquired or constructed for said waterworks system from any sources whatsoever, both within and without the Issuer.

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

"West Virginia DWTRF Program" means the West Virginia Drinking Water Treatment Revolving Fund program established by the State, administered by the BPH and funded by capitalization grants awarded to the State pursuant to the federal Safe Drinking Water Act, as amended, for the purpose of establishing and maintaining a permanent perpetual fund for the acquisition, construction and improvement of drinking water projects.

Additional terms and phrases are defined in this Ordinance as they are used. 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 neuter gender shall include any other gender; and any requirement for execution or attestation of the Bonds or any certificate or other document by the Mayor, City Manager or the City Clerk shall mean that such Bonds, certificate or other document may be executed or attested by an Acting Mayor, Acting City Manager or Acting City Clerk.

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 not to exceed $3,932,000, in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2006 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids and has entered into or will enter into contracts for the acquisition and construction of the Project, which are in an amount and otherwise compatible with the financing plan submitted to the Authority and the BPH.

The cost of the Project is estimated not to exceed $3,932,000, of which $432,000 will be obtained from funds of the Issuer and not more than $3,500,000 will be obtained from proceeds of the Series 2006 A 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 2006 A Bonds, paying Costs of the Project not otherwise provided for and paying certain costs of issuance and related costs, or any or all of such purposes, as determined by the Supplemental Resolution, there shall be and hereby are authorized to be issued the negotiable Series 2006 A Bonds of the Issuer. The Series 2006 A Bonds shall be issued as a single bond, designated "Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program)", in the principal amount of not more than $3,500,000, and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2006 A Bonds remaining after funding of the Series 2006 A Bonds Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 2006 A Bonds, if any, shall be deposited in or credited to the Series 2006 A Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2006 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum rate, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2006 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2006 A Bonds shall be paid by check or draft of the Paying Agent mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2006 A Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal amount of the Series 2006 A Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2006 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

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

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

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

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

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2006 A 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 canceled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2006 A Bonds shall not, in any event, be or constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Gross Revenues derived from the operation of the System as herein provided. No holder or holders of the Series 2006 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer, if any, to pay the Series 2006 A Bonds or the interest, if any, thereon.

Section 3.08. Bonds Secured by Pledge of Gross Revenues; Lien Positions with respect to Prior Bonds. The payment of the debt service of the Series 2006 A Bonds shall be secured forthwith equally and ratably by a first lien on the Gross Revenues derived from the operations of the System, on a parity with the lien on the Gross Revenues in favor of the Holders of the First Lien Bonds, and senior and prior to the lien on the Gross Revenues in favor of the Holders of the Series 1991 B Bonds. Such Gross Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Series 2006 A Bonds and the Prior Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation, are hereby irrevocably pledged to such payments as they become due.

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

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

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

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

D. An executed copy of the Loan Agreement; and

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

Section 3.10. Form of Series 2006 A Bonds. The text of the Series 2006 A Bonds shall be in substantially the following form, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted hereby, or by any Supplemental Resolution adopted prior to the issuance thereof:

(FORM OF BOND)

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WEIRTON
WATER REVENUE BONDS,
SERIES 2006 A
(WEST VIRGINIA DWTRF PROGRAM)

No. AR-____ $_____

KNOW ALL MEN BY THESE PRESENTS: That the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia in Hancock County and Brooke 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, 200_, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference, with interest payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing _____ 1, 200___, at the rate per annum as set forth on EXHIBIT B attached hereto.

The Administrative Fee (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing _____ 1, 20____, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia

Bureau for Public Health (the "BPH") and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the BPH, dated _____, 2006.

This Bond is issued (i) to pay the costs of acquisition and construction of certain additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks 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 19 and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on April ____, 2006, and a Supplemental Resolution duly adopted by the Issuer on April ____, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S (i) WATER REVENUE BONDS, SERIES 1991 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MAY 23, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,784,000; AND (ii) WATER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA SRF PROGRAM), DATED APRIL 8, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,190,000.

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE, AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S WATER REVENUE BONDS, SERIES 1991 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MAY 23, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $216,000.

THE SERIES 1991 A BONDS, THE SERIES 1991 B BONDS, AND THE SERIES 1998A BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Series 1991 A Bonds and Series 1998 A Bonds, and senior and prior to the pledge of Gross Revenues in favor of the Holders of the Series 1991 B Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2006 A

Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Gross Revenues, the monies in the Series 2006 A 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 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues, including the Prior Bonds; provided however, that so long as there exists in the Series 2006 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the 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 hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form

and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Gross Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest, if any, on this Bond.

All provisions of the Bond Legislation, ordinances 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 WEIRTON has caused this Bond to be signed by its Mayor and City Manager, and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated _____, 2006.

[SEAL]

_____
Mayor

_____
City Manager

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Date: _____, 2006.

THE HUNTINGTON NATIONAL BANK,
as Registrar

_____
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, Attorney to transfer the said Bond on the books kept for registration of the within Bond of the said Issuer with full power of substitution in the premises.

Dated: _____, _____.

_____

In the presence of:

_____

Section 3.11. Sale of Bonds; Approval and Execution of Loan Agreement. The Series 2006 A Bonds shall be sold to the Authority, pursuant to the terms and conditions of the Loan Agreement. If not so authorized by previous ordinance or resolution, the Mayor and/or City Manager are specifically authorized and directed to execute the Loan Agreement 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 the Loan Agreement to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed. The Loan Agreement, including all schedules and exhibits attached thereto, is hereby approved and incorporated into this Bond Legislation.

Section 3.12. "Amended Schedule" Filing. Upon completion of the acquisition and construction of the Project, the Issuer will file with the Authority and the BPH an amended schedule, the form of which will be provided by the BPH, 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 (or continued if previously established by the Prior Ordinances) 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 (established by the Prior Ordinances);

(2) Operation and Maintenance Fund (established by the Prior Ordinances);

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

(4) Series 2006 A Bonds Construction Trust Fund.

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

(1) Series 1991 A Bonds Sinking Fund (established by the Prior Ordinances);

(2) Series 1991 A Bonds Reserve Account (established by the Prior Ordinances);

(3) Series 1991 B Bonds Sinking Fund (established by the Prior Ordinances);

(4) Series 1991 B Bonds Reserve Account (established by the Prior Ordinances);

(5) Series 1998 A Bonds Sinking Fund (established by the Prior Ordinances);

(6) Series 1998 A Bonds Reserve Account (established by the Prior Ordinances);

(7) Series 2006 A Bonds Sinking Fund; and

(8) Series 2006 A 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 this Bond Legislation and in the Prior Ordinances and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in this Bond Legislation and in the Prior Ordinances. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following manner and order of priority:

(1) The Issuer shall first, on the first day of each month, transfer from the Revenue Fund and remit to the Commission (I) for deposit in the Series 1991 A Bonds Sinking Fund and the Series 1998 A Bonds Sinking Fund, the amount required by the Prior Ordinances for the payment of interest on the Series 1991 A Bonds and the Series 1998 A Bonds; and (ii) commencing 3 months prior to the first date of payment of interest on the Series 2006 A Bonds, for which interest has not been capitalized or as required in the Loan Agreement, for deposit in the Series 2006 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will become due on the Series 2006 A Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 A Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(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 1991 A Bonds Sinking Fund and the Series 1998 A Bonds Sinking Fund, the amount required by the Prior Ordinances for payment of principal of the Series 1991 A Bonds and the Series 1998 A bonds; and (ii) commencing 3 months prior to the first date of payment of principal of the Series 2006 A Bonds, for deposit in the Series 2006 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and come due on the Series 2006 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2006 A Bonds Sinking Fund and the next quarterly principal payment date

is less than 3 months, then such monthly payment shall be increased proportionately to provide, 1 month prior to the next quarterly principal payment date, the required amount of principal coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) for deposit in the Series 1991 A Bonds Reserve Account and the Series 1998 A Bonds Reserve Account, the amount required by the Prior Ordinances; and (ii) commencing 3 months prior to the first date of payment of principal of the Series 2006 A Bonds, if not fully funded upon issuance of the Series 2006 A Bonds, for deposit in the Series 2006 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2006 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2006 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2006 A Bonds Reserve Requirement.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank (as required in the Prior Ordinances and not in addition thereto), for deposit in 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 accounts have not, as of the date of determination of a deficiency, funded such accounts to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1991 B Bonds Sinking Fund the amount required by the Prior Ordinances to pay principal of the Series 1991 B Bonds.

(6) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission for deposit in the Series 1991 B Bonds Reserve Account the amount required by the Prior Ordinances.

(7) The Issuer shall next, each month, transfer from the Revenue Fund into the Operation and Maintenance Fund, an amount sufficient to pay all reasonable and proper expenses of operation, maintenance and repair of the System for the current month and from which disbursements shall be made only for that purpose. If in any month for any reason there is a failure to transfer and pay the required amount into the Operation and Maintenance Fund, then the amount of any deficiency shall be added to the amount otherwise required to be transferred and paid into said Fund in the next succeeding month. Fixed annual charges, such as insurance and costs of major repairs and maintenance, may be computed and set up on an annual basis and 1/12th of the amount thereof may be accumulated in said Fund each month.

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

All investment earnings on monies in the Series 2006 A Bonds Sinking Fund and the Series 2006 A Bonds Reserve Account shall be returned, not less than once each year, by the Commission to the Issuer, and such amounts shall, during construction of the Project, be deposited in the Series 2006 A Bonds Construction Trust Fund, and following completion of construction of the Project, shall be deposited in the Revenue Fund and applied in full, first to the next ensuing interest payment, if any, due on the Series 2006 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2006 A Bonds Reserve Account which result in a reduction in the balance of the Series 2006 A Bonds Reserve Account to below the Series 2006 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 priority set forth above.

As and when additional Bonds ranking on a parity with the Series 2006 A Bonds are issued, provision shall be made for additional payments into the respective sinking funds sufficient to pay the interest on such additional parity Bonds and accomplish retirement

thereof at maturity and to accumulate a balance in the respective reserve accounts in an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the Series 2006 A Bonds Sinking Fund or the Series 2006 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2006 A 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 2006 A Bonds and the First Lien Bonds, in accordance with the respective principal amounts then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2006 A Bonds Sinking Fund and the Series 2006 A Bonds Reserve Account created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into the Series 2006 A Bonds Sinking Fund and the Series 2006 A Bonds Reserve Account shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

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

The Series 2006 A Bonds Sinking Fund and the Series 2006 A Bonds Reserve Account shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2006 A Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall on the first day of each month (if such day is not a business day, then the first business day of each month), deposit with the Commission the required principal and reserve account payments with respect to the Series 2006 A 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 Administrative Fee as set forth in the Schedule Y attached to the Loan Agreement.

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

D. Whenever all of the required and provided transfers and payments from the Revenue Fund into the several special funds, as hereinbefore provided, are current and there remains in 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.

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 paragraph, the Issuer shall, if required by the Authority at anytime, make the necessary arrangements whereby such required payments shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required.

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

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

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

ARTICLE VI

BOND PROCEEDS; CONSTRUCTION DISBURSEMENTS

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

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

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

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

D. After completion of construction of the Project, as certified by the Consulting Engineers, and all costs have been paid, any remaining proceeds of the Series 2006 A Bonds shall be applied as directed by the BPH.

Section 6.02. Disbursements From the Bond Construction Trust Fund. On or before the Closing Date, the Issuer shall have delivered to the Authority and the BPH a report listing the specific purposes for which the proceeds of the Series 2006 A Bonds will be expended and the disbursement procedures for such proceeds, including an estimated monthly draw schedule. Payments for the costs of the Project shall be made monthly.

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

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

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

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

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

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

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

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

ARTICLE VII

ADDITIONAL COVENANTS OF THE ISSUER

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

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

Section 7.03. Bonds Secured by Pledge of Gross Revenues; Lien Positions with respect to Prior Bonds. The payment of the debt service of the Series 2006 A Bonds issued hereunder shall be secured forthwith equally and ratably by a first lien on the Gross Revenues derived from the operation of the System, on a parity with the lien on the Gross Revenues in favor of the Holders of the First Lien Bonds, and senior and prior to the lien on the Gross Revenues in favor of the Holders of the Series 1991 B Bonds. The Gross Revenues, in an amount sufficient to pay the principal of and interest, if any, on the Prior Bonds and the Series 2006 A Bonds and to make the payments into all funds and accounts and all other payments provided for in the Bond Legislation are hereby irrevocably pledged, in the manner provided herein, to such payments as they become due, and for the other purposes provided in the Bond Legislation.

Section 7.04. Initial Schedule of Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the water rate ordinance of the Issuer enacted on October 11, 2005, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2006 A Bonds are outstanding, the Issuer covenants and agrees to fix and collect rates, fees and other charges for the use of the System and to take

all such actions necessary to provide funds sufficient to produce the required sums set forth in the Bond Legislation and in compliance with the Loan Agreement. In the event the schedule of rates and charges initially established for the System in connection with the Series 2006 A Bonds shall prove to be insufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates, fees and charges and take all such actions necessary to provide funds sufficient to produce the required sums set forth in this Bond Legislation and the Loan Agreement.

Section 7.05. Sale of the System. So long as the Prior Bonds are outstanding, the Issuer shall not sell, mortgage, lease or otherwise dispose of the System, except as provided in the Prior Ordinances. Additionally, so long as the Series 2006 A Bonds are outstanding and except as otherwise required by law or with the written consent of the Authority and the BPH, 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, with respect to the Series 2006 A Bonds, immediately be remitted to the Commission for deposit in the Series 2006 A Bonds Sinking Fund, and, with the written permission of the Authority and the BPH, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2006 A Bonds. Any balance remaining after the payment of the Series 2006 A Bonds and interest, if any, thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor, together with all other amounts received during the same Fiscal Year for such sales, leases or other dispositions of such properties, is not in excess of $10,000, the Issuer shall, by resolution, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then provide for the sale of such property. The proceeds of any such sale shall be deposited in the Renewal and Replacement 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 $10,000 but not in excess of $50,000, the Issuer 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 Issuer may then, if it be so advised, by resolution duly adopted, authorize such sale, lease or other disposition of such property upon public bidding in

accordance with the laws of the State. The proceeds derived from any such sale, lease or other disposition of such property, shall be deposited in the Sinking Funds and shall be applied only to the purchase of the Bonds Outstanding. Payment of such proceeds into the Sinking Funds and Renewal and Replacement Fund shall not reduce the amount required to be paid into said funds by other provisions of this Bond Legislation.

No sale, lease or other disposition of the properties of the System shall be made by the Issuer if the proceeds to be derived therefrom, together with all other amounts received during the same Fiscal Year for such sales, leases, or other dispositions of such properties, shall be in excess of $50,000 and insufficient to pay all Bonds then Outstanding without the prior approval and consent in writing of the Holders of over 50% in amount 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 in this Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Bonds. All obligations issued by the Issuer after the issuance of the Series 2006 A 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, pledge and source of and security for payment from such revenues and in all other respects, to the Series 2006 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts established by this Bond Legislation have been made and are current at the time of the issuance of such subordinate obligations.

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

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinances shall be applicable. In addition, no Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2006 A Bonds pursuant to this Bond Legislation,

without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided. All Parity Bonds issued hereunder shall be on a parity in all respects with the Series 2006 A Bonds.

So long as the Series 1991 A Bonds and Series 1991 B Bonds are outstanding, all Parity Bonds issued shall be on a parity in all respects with the Series 1991 B Bonds. No Parity Bonds shall be issued which shall be payable out of the revenues of the System on a parity with the Series 1991 A Bonds, unless the Series 1991 B Bonds are no longer outstanding.

No such Parity Bonds shall be issued except for the purpose of financing the costs of design, acquisition or construction of extensions, additions, betterments or improvements to the System or refunding any outstanding 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 Certified Public Accountants, based upon the necessary investigation and certification by the Consulting Engineers, reciting the conclusion that the Net Revenues actually derived, subject to the adjustments hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall not be less than 115% of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

(1) The Prior Bonds then Outstanding;

(2) Any Bonds theretofore issued pursuant to the provisions contained in this Bond Legislation 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 the improvements to be financed by such Parity Bonds and any increase in rates enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to the 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 on account of increased rates,

rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which shall have expired (without successful appeal) prior to issuance of such Parity Bonds.

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

Parity Bonds shall not be deemed to include bonds, notes, certificates or other obligations subsequently issued, the lien of which on the revenues of the System is subject to the prior and superior liens of the Series 2006 A Bonds on such revenues. The Issuer shall not issue any obligations whatsoever payable from revenues of the System, or any part thereof, which rank prior to or, except in the manner and under the conditions provided in this section, equally, as to lien on and source of and security for payment from such revenues, with the Series 2006 A Bonds.

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

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

The Issuer shall permit the Authority and the BPH, or their agents and representatives, to inspect all records pertaining to the operation and maintenance of the System at all reasonable times following completion of construction of the Project and

commencement of operation thereof, or, if the Project is an improvement to an existing system, at any reasonable time following commencement of construction.

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

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

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

and this Bond Legislation and that the Gross Revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

The Issuer shall permit the BPH and the Authority, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after completion of construction and commencement of operation of the Project, the Issuer shall also provide the Authority and the BPH, 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 BPH and the Authority with respect to the System pursuant to the Act.

The Issuer shall provide the BPH 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 Loan Agreement for the Series 2006 A Bonds or as promulgated from time to time.

Section 7.09. Rates. Prior to the issuance of the Series 2006 A Bonds, equitable rates or charges for the use of and service rendered by the System shall be established all in the manner and form required by law, and copies of such rates and charges so established will be continuously on file with the City Clerk, 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 the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds created hereunder. Such schedule of rates and charges shall be changed and readjusted whenever necessary so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant, with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System, to provide the Net Revenues equal to not less than the sum required by the Prior Ordinances, so long as the Prior Bonds are outstanding, and thereafter sufficient to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues, including the Prior Bonds; provided however, that so long as there exists in the Series 2006 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will

become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. In any event, the Issuer shall not reduce the rates or charges for services described in Section 7.04.

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the BPH 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 Issuer shall have approved such finding and recommendation by a resolution duly adopted. No increased expenditures in excess of 10% of the amount of such budget shall be made, except upon the further certificate of a registered professional engineer that such increased expenditures are necessary for the continued operation of the System. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the BPH and to any Holder of any Bonds who shall file his or her address with the Issuers and request in writing that copies of all such budgets and ordinances be furnished him or her, within 30 days of adoption thereof, and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority and the BPH and 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 two years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the BPH by the 10th day of each month.

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

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

The Issuer shall require the Consulting Engineers to submit Recipient As-Built Plans, as defined in the DWTRF Regulations, to it within 60 days of the completion of the Project. The Issuer shall notify the BPH in writing of such receipt.

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

The Issuer shall employ qualified operating personnel properly certified by the State before the Project is 50% complete and shall retain such a certified operator to operate the System during the entire term of the Loan Agreement. The Issuer shall notify the BPH 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 Issuer will diligently enforce and collect all fees, rentals or other charges for the services and facilities of the System, and take all steps, actions and proceedings for the enforcement and collection of such fees, rentals or other charges which shall become delinquent to the full extent permitted or authorized by the Act, the rules and regulations of the Public Service Commission of West Virginia and other laws of the State of West Virginia.

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

the services of the System to all users of the services of the System delinquent in payment of charges for the services of the System and will not restore such services until all delinquent charges for the services of the System, plus reasonable interest and penalty charges for the restoration of service, have been fully paid and shall take all further actions to enforce collections to the maximum extent permitted by law.

Section 7.14. No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by the System, nor will any preferential rates be established for users of the same class; and in the event the Issuer, or any department, agency, instrumentality, officer or employee of the Issuer shall avail itself or themselves of the facilities or services provided by the System, or any part thereof, the same rates, fees or charges applicable to other customers receiving like services under similar circumstances shall be charged the Issuer and any such department, agency, instrumentality, officer or employee. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

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

(1) FIRE, LIGHTNING, VANDALISM, MALICIOUS MISCHIEF AND EXTENDED COVERAGE INSURANCE, on all above-ground insurable portions of the System in an amount equal to the actual cost thereof. In time of war the Issuer will also carry and maintain insurance to the extent available against the risks and hazards of war. The proceeds of all such insurance policies shall be placed in the Renewal and Replacement Fund and used only for the repairs and restoration of the damaged or destroyed properties or for the other purposes provided herein for the Renewal and Replacement Fund. The Issuer will itself, or will require each contractor and subcontractor to, obtain and maintain builder's risk insurance (fire and extended coverage) to protect the interests of the Issuer, the Authority, the prime contractor and all subcontractors as their respective interests may appear, in accordance with the Loan Agreement, during construction of the Project on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Issuer, the contractors and subcontractors, as their interests may appear.

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

(3) WORKER'S COMPENSATION COVERAGE, for all employees of or for the system eligible therefor; and performance and payment bonds, such bonds to be in the amounts of not less than 100% of the amount of any construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of any additions, extensions, or improvements for the System in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

(4) 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.

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

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

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

The Issuer shall also require all contractors engaged in the construction of the Project to carry such 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 BPH and the Issuer shall verify such insurance prior to commencement of construction. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Connections. [RESERVED].

Section 7.17. Completion, Operation and Maintenance of Project; Permits and Orders. The Issuer shall 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 Issuer shall take all steps to properly operate and maintain the System and make the necessary replacements due to normal wear and tear so long as the Series 2006 A Bonds are outstanding.

The Issuer has obtained all permits required by State and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the West Virginia Infrastructure and Jobs Development Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals for issuance of the Series 2006 A Bonds required by State law, with all requisite appeal periods having expired without successful appeal.

Section 7.18. Compliance with Loan Agreement and Law. The Issuer shall perform, satisfy and comply with all the terms and conditions of the Loan Agreement and the Act. Notwithstanding anything herein to the contrary, the Issuer shall provide the BPH with copies of all documents submitted to the Authority.

The Issuer shall also to comply with all applicable laws, rules and regulations issued by the Authority, the BPH 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. [Reserved]

Section 7.20. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2006 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 and shall take effect immediately upon delivery of the Series 2006 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the First Lien Bonds, and senior and prior to the mortgage lien in favor of the Holders of the Series 1991 B Bonds.

Section 7.21. Securities Laws Compliance. The Issuer shall 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 7.22. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2006 A 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 BPH for written approval. The Issuer shall obtain the written approval of the BPH before expending any proceeds of the Series 2006 A Bonds held in "contingency" as set forth in the schedule attached to the Certificate of Consulting Engineer. The Issuer shall also obtain the written approval of the BPH before expending any proceeds of the Series 2006 A Bonds made available due to bid or construction or project underruns.

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

ARTICLE VIII

INVESTMENT OF FUNDS

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year (or more often if 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 2006 A Bonds are Outstanding and as long thereafter as necessary to comply with the Code and assure the exclusion of interest, if any, on the Series 2006 A Bonds from gross income for federal income tax purposes.

Section 8.02. Certificate and Covenants as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2006 A Bonds as a condition to issuance of the Series 2006 A Bonds. In addition, the Issuer covenants (i) to comply with the Code and all Regulations from time to time in effect and applicable to the Series 2006 A Bonds as may be necessary in order to

maintain the status of the Series 2006 A Bonds as governmental bonds; (ii) that it shall not take, or permit or suffer to be taken, any action with respect to the Issuer's use of the proceeds of the Series 2006 A Bonds which would cause any bonds, the interest, if any, on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority, the Council or the BPH, as the case may be, from which the proceeds of the Series 2006 A Bonds are derived, to lose their status as tax-exempt bonds; and (iii) to take such action, or refrain from taking such action, as shall be deemed necessary by the Issuer, or requested by the Authority, the Council or the BPH, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

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

ARTICLE IX

DEFAULT AND REMEDIES

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

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

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

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

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

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner of a Series 2006 A Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due, (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System, (iii) bring suit upon the Series 2006 A Bonds, (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners of the Series 2006 A Bonds, and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Series 2006 A Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2006 A Bonds shall be on a parity with the Holders of the Series 1991 A Bonds and Series 1998 A Bonds, and senior and prior to those of the Holders of the Series 1991 B Bonds.

Section 9.03. Appointment of Receiver. Any Registered Owner of a Series 2006 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 the Series 2006 A Bonds, any Registered Owner of a Series 2006 A Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Series 2006 A Bonds and interest, if any, 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 exercise.

Whenever all that is due upon the Series 2006 A Bonds and interest thereon, if any, 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 Series 2006 A 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 the System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, assign, mortgage or otherwise dispose of any assets of the System.

ARTICLE X

PAYMENT OF BONDS

Section 10.01. Payment of Bonds. If the Issuer shall pay or there shall otherwise be paid to the Holders of the Series 2006 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Gross Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2006 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2006 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2006 A Bonds, no material modification or amendment of this Ordinance, or of any ordinance, resolution or order amendatory or supplemental hereto, that would materially and adversely affect the rights of Registered Owners of the Series 2006 A Bonds, shall be made without the consent in writing of the Registered Owners of the Series 2006 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2006 A Bonds or the rate of interest, if any, thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest, if any, out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2006 A Bonds required for consent to the above-permitted amendments or modifications.

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 Series 2006 A Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution, or the Series 2006 A 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. Notices. All notices to be sent to the Issuer, the Authority or the BPH shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class mail, postage prepaid, addressed as follows:

ISSUER:

City of Weirton
200 Municipal Plaza
Weirton, West Virginia 26062
Attention: Mayor

AUTHORITY:

West Virginia Water Development Authority
180 Association Drive
Charleston, West Virginia 25311-1571
Attention: Director

BPH:

West Virginia Bureau for Public Health
815 Quarrier Street, Suite 418
Charleston, West Virginia 25301
Attention: Infrastructure and Capacity Development

All notices to be sent to the BPH hereunder, shall also be sent to the Authority.

Section 11.06. Conflicting Provisions Repealed. Except for the Prior Ordinances, all orders, resolutions and ordinances, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed; provided that, in the event of any conflict between this Ordinance and the Prior Ordinances, the Prior Ordinances shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

Section 11.07. 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 Manager, 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 11.08. 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 *Weirton Daily Times,* a newspaper published and of general circulation in the City of Weirton, and the *Brooke County Review*, a newspaper

of general circulation in the City of Weirton, together with a notice stating that this Ordinance has been adopted and that the Issuer contemplates the issuance of the Series 2006 A 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.

Section 11.09. Effective Date. This Ordinance shall take effect immediately following the public hearing and final reading hereof.

Passed on First Reading:	-	March 13, 2006
Passed on Second Reading:	-	March 20, 2006
Passed on Final Reading Following Public Hearing:	-	April 10, 2006

William M. Miller
Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the CITY OF WEIRTON on the 10th day of April, 2006.

Dated: April 25, 2006.

[SEAL]

City Clerk

03/02/06
949750.00004

CITY OF WEIRTON

Water Revenue Bonds, Series 2006 A
(West Virginia DWTRF Program)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNT, DATE, MATURITY DATE, REDEMPTION PROVISION, INTEREST RATE, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICE AND OTHER TERMS OF THE WATER REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA DWTRF PROGRAM), OF THE CITY OF WEIRTON; APPROVING AND RATIFYING THE LOAN AGREEMENT RELATING TO SUCH BONDS AND THE SALE AND DELIVERY OF SUCH BONDS TO THE WEST VIRGINIA WATER DEVELOPMENT AUTHORITY; DESIGNATING A REGISTRAR, PAYING AGENT AND DEPOSITORY BANK; AND MAKING OTHER PROVISIONS AS TO THE BONDS.

WHEREAS, the Council (the "Governing Body") of the City of Weirton (the "Issuer") has duly and officially enacted a bond ordinance, effective April 10, 2006 (the "Bond Ordinance" or the "Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC WATERWORKS SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST, NOT OTHERWISE PROVIDED, THEREOF THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN $3,500,000 IN AGGREGATE PRINCIPAL AMOUNT OF WATER REVENUE BONDS, SERIES 2006 A (WEST VIRGINIA DWTRF PROGRAM); PROVIDING FOR THE RIGHTS AND REMEDIES OF AND SECURITY FOR THE REGISTERED OWNERS OF SUCH BONDS; AUTHORIZING EXECUTION AND DELIVERY OF

ALL DOCUMENTS RELATING TO THE ISSUANCE OF SUCH BONDS; APPROVING, RATIFYING AND CONFIRMING A LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), of the Issuer (the "Series 2006 A Bonds" or the "Bonds"), in the aggregate principal amount not to exceed $3,500,000 and has authorized the execution and delivery of the loan agreement relating to the Series 2006 A Bonds, by and between the Issuer and the West Virginia Water Development Authority (the "Authority"), on behalf of the West Virginia Bureau for Public Health (the "BPH") (the "Loan Agreement"), all in accordance with Chapter 8, Article 19 and Chapter 16, Article 13C 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 amount, date, maturity date, redemption provision, interest rate, interest and principal payment dates, sale price 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 amount, the date, the maturity date, the redemption provision, the interest rate, the interest and principal payment dates, the sale price and other terms 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 WEIRTON:

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 Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of $2,555,000. The Series 2006A Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2028, and shall bear interest at the rate of 2% per annum, payable quarterly on March 1, Junel, September 1 and December 1 of each year, commencing September 1, 2008. The principal of the Series 2006 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2008, and maturing June 1, 2028, 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 2006 A Bonds. The Series 2006 A Bonds shall be subject to redemption upon the written consent of the Authority and the BPH, and upon payment of the 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 2006 A Bonds. The Issuer does hereby approve and shall pay the Administrative Fee equal to 1% of the principal amount of the Series 2006 A Bonds set forth in the "Schedule Y" attached to the Loan Agreement.

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/or the City Manager, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the applications to the BPH and the Authority. The price of the Bonds shall be 100% of par value, there being no interest accrued thereon, provided that, the proceeds of the Bonds shall be advanced from time to time as requisitioned by the Issuer.

Section 4. The Issuer does hereby appoint and designate The Huntington National Bank, Charleston, West Virginia, to serve as Registrar (the "Registrar") for the 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/or the City Manager, 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 WesBanco Bank, Inc., Weirton, West Virginia, to serve as Depository Bank under the Bond Ordinance.

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

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

Section 9. The balance of the proceeds of the Series 2006 A Bonds shall be deposited in or credited to the Series 2006 A Bonds Construction Trust Fund for payment of the costs of the Project, including, without limitation, costs of issuance of the Bonds and related costs.

Section 10. The Mayor, the City Manager and City Clerk are hereby authorized and directed to execute and deliver such other documents, agreements, instruments and certificates required or desirable in connection with the Bonds to be issued hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered on or about April 25, 2006, to the Authority pursuant to the Loan Agreement.

Section 11. 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 12. The Issuer hereby determines that it is in the best interest of the Issuer to invest all moneys in the funds and accounts established by the Bond Ordinance 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. Monies in the Series 2006 A Bonds Sinking Fund, including the Series 2006 A Bonds Reserve Account therein, shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Board of Treasury Investments.

Section 13. The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in a manner which would result in the exclusion of the Bonds from the treatment afforded by Section 103(a) of the Internal Revenue Code of 1986, as amended, and the temporary and permanent 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 promulgated or to be promulgated thereunder.

Section 14. The Issuer hereby approves and accepts all contracts relating to the financing, acquisition and construction of the Project.

Section 15. This Supplemental Resolution shall be effective immediately following adoption hereof.

Adopted this 10th day of April, 2006.

CITY OF WEIRTON

William M. Miller

Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the City of Weirton on the 10th day of April, 2006.

Dated: April 25,2006.

[SEAL]

Thomas J Mahrer Jr.
City Clerk

3.30.06
949750.00004

SPECIMEN

UNITED STATES OF AMERICA
STATE OF WEST VIRGINIA
CITY OF WEIRTON
WATER REVENUE BONDS,
SERIES 2006 A
(WEST VIRGINIA DWTRF PROGRAM)

No. AR-1

$2,555,000

KNOW ALL MEN BY THESE PRESENTS: That on this the 25th day of April, 2006, the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia in Hancock County and Brooke 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 MILLION FIVE HUNDRED FIFTY FIVE THOUSAND DOLLARS ($2,555,000), 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, 2008, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference, with interest payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing September 1, 2008, at the rate per annum as set forth on EXHIBIT B attached hereto.

The Administrative Fee (as defined in the hereinafter described Bond Legislation) shall also be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2008, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Bureau for Public Health (the "BPH") and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement by and between the Issuer and the Authority, on behalf of the BPH, dated April 25, 2006.

This Bond is issued (i) to pay the costs of acquisition and construction of certain additions, betterments and improvements to the existing public waterworks system of the Issuer (the "Project"); and (ii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public waterworks 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 19 and Chapter 16, Article 13C of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on April 10, 2006, and a Supplemental Resolution duly adopted by the Issuer on April 10, 2006 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S (i) WATER REVENUE BONDS, SERIES 1991 A (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MAY 23, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $4,784,000; AND (ii) WATER REVENUE BONDS, SERIES 1998 A (WEST VIRGINIA SRF PROGRAM), DATED APRIL 8, 1998, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $2,190,000.

THIS BOND IS ISSUED SENIOR AND PRIOR, WITH RESPECT TO LIENS, PLEDGE, AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S WATER REVENUE BONDS, SERIES 1991 B (WEST VIRGINIA WATER DEVELOPMENT AUTHORITY), DATED MAY 23, 1991, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $216,000.

THE SERIES 1991 A BONDS, THE SERIES 1991 B BONDS, AND THE SERIES 1998A BONDS ARE HEREINAFTER COLLECTIVELY CALLED THE "PRIOR BONDS".

This Bond is payable only from and secured by a pledge of the Gross Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Gross Revenues in favor of the Holders of the Series 1991 A Bonds and Series 1998 A Bonds, and senior and prior to the pledge of Gross Revenues in favor of the Holders of the Series 1991 B Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2006 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Gross Revenues shall be sufficient to pay all operating expenses of the System and the principal of and interest, if any, on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest, if any, hereon, except from said special fund provided from the Gross Revenues, the monies in

the Series 2006 A 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 115% of the maximum amount payable in any year for principal of and interest, if any, on the Bonds, and all other obligations secured by a lien on or payable from such revenues, including the Prior Bonds; provided however, that so long as there exists in the Series 2006 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations outstanding, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

Subject to the registration requirements set forth herein, this Bond is transferable, as provided in the Bond Legislation, only upon the books of the Registrar by the registered owner, or by its attorney duly authorized in writing, upon the surrender of this Bond, together with a written instrument of transfer satisfactory to the 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 hereof described in the Bond Legislation, and there shall be and hereby is created and granted a lien upon such monies, until so applied, in favor of the registered owner of this Bond.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and at the issuance of this Bond do exist, have happened, and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other obligations of the Issuer, does not exceed any limit prescribed by the Constitution or statutes of the State of West Virginia and that a sufficient amount of the Gross Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest, if any, on this Bond.

All provisions of the Bond Legislation, ordinances 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 WEIRTON has caused this Bond to be signed by its Mayor and City Manager, and its corporate seal to be hereunto affixed and attested by its City Clerk, and has caused this Bond to be dated the day and year first written above.

[SEAL]

William M. Miller
Mayor

SPECIMEN

City Manager

ATTEST:

Thomas Maher Jr.
City Clerk

SPECIMEN

3.30.06
949750.00004

CH816969.1

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Date: April 25, 2006.

THE HUNTINGTON NATIONAL BANK,
as Registrar

SPECIMEN

Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

	AMOUNT	DATE		AMOUNT	DATE
(1)	$63,875	April 25, 2006	(19)	$	
(2)	$		(20)	$	
(3)	$		(21)	$	
(4)	$		(22)	$	
(5)	$		(23)	$	
(6)	$		(24)	$	
(7)	$		(25)	$	
(8)	$		(26)	$	
(9)	$		(27)	$	
(10)	$		(28)	$	
(11)	$		(29)	$	
(12)	$		(30)	$	
(13)	$		(31)	$	
(14)	$		(32)	$	
(15)	$		(33)	$	
(16)	$		(34)	$	
(17)	$		(35)	$	
(18)	$		(36)	$	

TOTAL $_____

EXHIBIT B

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
06/01/2006	-	-	-	-
09/01/2006	-	-	-	-
12/01/2006	-	-	-	-
03/01/2007	-	-	-	-
06/01/2007	-	-	-	-
09/01/2007	-	-	-	-
12/01/2007	-	-	-	-
03/01/2008	-	-	-	-
06/01/2008	-	-	-	-
09/01/2008	26,053.00	2.000%	12,775.00	38,828.00
12/01/2008	26,184.00	2.000%	12,644.74	38,828.74
03/01/2009	26,315.00	2.000%	12,513.82	38,828.82
06/01/2009	26,446.00	2.000%	12,382.24	38,828.24
09/01/2009	26,578.00	2.000%	12,250.01	38,828.01
12/01/2009	26,711.00	2.000%	12,117.12	38,828.12
03/01/2010	26,845.00	2.000%	11,983.57	38,828.57
06/01/2010	26,979.00	2.000%	11,849.34	38,828.34
09/01/2010	27,114.00	2.000%	11,714.45	38,828.45
12/01/2010	27,250.00	2.000%	11,578.88	38,828.88
03/01/2011	27,386.00	2.000%	11,442.63	38,828.63
06/01/2011	27,523.00	2.000%	11,305.70	38,828.70
09/01/2011	27,660.00	2.000%	11,168.08	38,828.08
12/01/2011	27,799.00	2.000%	11,029.78	38,828.78
03/01/2012	27,938.00	2.000%	10,890.79	38,828.79
06/01/2012	28,077.00	2.000%	10,751.10	38,828.10
09/01/2012	28,218.00	2.000%	10,610.71	38,828.71
12/01/2012	28,359.00	2.000%	10,469.62	38,828.62
03/01/2013	28,501.00	2.000%	10,327.83	38,828.83
06/01/2013	28,643.00	2.000%	10,185.32	38,828.32
09/01/2013	28,786.00	2.000%	10,042.11	38,828.11
12/01/2013	28,930.00	2.000%	9,898.18	38,828.18
03/01/2014	29,075.00	2.000%	9,753.53	38,828.53
06/01/2014	29,220.00	2.000%	9,608.15	38,828.15
09/01/2014	29,366.00	2.000%	9,462.05	38,828.05
12/01/2014	29,513.00	2.000%	9,315.22	38,828.22
03/01/2015	29,661.00	2.000%	9,167.66	38,828.66

Date	Principal	Coupon	Interest	Total P+I
06/01/2015	29,809.00	2.000%	9,019.35	38,828.35
09/01/2015	29,958.00	2.000%	8,870.31	38,828.31
12/01/2015	30,108.00	2.000%	8,720.52	38,828.52
03/01/2016	30,258.00	2.000%	8,569.98	38,827.98
06/01/2016	30,410.00	2.000%	8,418.69	38,828.69
09/01/2016	30,562.00	2.000%	8,266.64	38,828.64
12/01/2016	30,715.00	2.000%	8,113.83	38,828.83
03/01/2017	30,868.00	2.000%	7,960.25	38,828.25
06/01/2017	31,022.00	2.000%	7,805.91	38,827.91
09/01/2017	31,178.00	2.000%	7,650.80	38,828.80
12/01/2017	31,333.00	2.000%	7,494.91	38,827.91
03/01/2018	31,490.00	2.000%	7,338.25	38,828.25
06/01/2018	31,648.00	2.000%	7,180.80	38,828.80
09/01/2018	31,806.00	2.000%	7,022.56	38,828.56
12/01/2018	31,965.00	2.000%	6,863.53	38,828.53
03/01/2019	32,125.00	2.000%	6,703.70	38,828.70
06/01/2019	32,285.00	2.000%	6,543.08	38,828.08
09/01/2019	32,447.00	2.000%	6,381.65	38,828.65
12/01/2019	32,609.00	2.000%	6,219.42	38,828.42
03/01/2020	32,772.00	2.000%	6,056.37	38,828.37
06/01/2020	32,936.00	2.000%	5,892.51	38,828.51
09/01/2020	33,101.00	2.000%	5,727.83	38,828.83
12/01/2020	33,266.00	2.000%	5,562.33	38,828.33
03/01/2021	33,432.00	2.000%	5,396.00	38,828.00
06/01/2021	33,600.00	2.000%	5,228.84	38,828.84
09/01/2021	33,768.00	2.000%	5,060.84	38,828.84
12/01/2021	33,936.00	2.000%	4,892.00	38,828.00
03/01/2022	34,106.00	2.000%	4,722.32	38,828.32
06/01/2022	34,277.00	2.000%	4,551.79	38,828.79
09/01/2022	34,448.00	2.000%	4,380.40	38,828.40
12/01/2022	34,620.00	2.000%	4,208.16	38,828.16
03/01/2023	34,793.00	2.000%	4,035.06	38,828.06
06/01/2023	34,967.00	2.000%	3,861.10	38,828.10
09/01/2023	35,142.00	2.000%	3,686.26	38,828.26
12/01/2023	35,318.00	2.000%	3,510.55	38,828.55
03/01/2024	35,494.00	2.000%	3,333.96	38,827.96
06/01/2024	35,672.00	2.000%	3,156.49	38,828.49
09/01/2024	35,850.00	2.000%	2,978.13	38,828.13
12/01/2024	36,030.00	2.000%	2,798.88	38,828.88
03/01/2025	36,210.00	2.000%	2,618.73	38,828.73
06/01/2025	36,391.00	2.000%	2,437.68	38,828.68
09/01/2025	36,573.00	2.000%	2,255.73	38,828.73

Date	Principal	Coupon	Interest	Total P+I
12/01/2025	36,756.00	2.000%	2,072.86	38,828.86
03/01/2026	36,939.00	2.000%	1,889.08	38,828.08
06/01/2026	37,124.00	2.000%	1,704.39	38,828.39
09/01/2026	37,310.00	2.000%	1,518.77	38,828.77
12/01/2026	37,496.00	2.000%	1,332.22	38,828.22
03/01/2027	37,684.00	2.000%	1,144.74	38,828.74
06/01/2027	37,872.00	2.000%	956.32	38,828.32
09/01/2027	38,061.00	2.000%	766.96	38,827.96
12/01/2027	38,252.00	2.000%	576.65	38,828.65
03/01/2028	38,443.00	2.000%	385.39	38,828.39
06/01/2028	38,635.00	2.000%	193.18	38,828.18

(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:

_____

3.30.06
949750.00004

CH816969.1

WEST VIRGINIA
Water Development Authority
Celebrating 35 Years of Service 1974 - 2009

November 19, 2009

CITY OF WEIRTON
Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Griffith & Associates, PLLC, the independent certified public accountant, and an opinion of Steptoe & Johnson PLLC, bond counsel, that the coverage and parity tests have been met, the undersigned duly authorized representative of the West Virginia Water Development Authority (the "Authority"), the registered owner of the entire outstanding aggregate principal amount of the Series 1991 A Bonds, Series 1991 B Bonds, Series 1998 A Bonds and Series 2006 A Bonds, hereinafter defined and described, hereby consents to the issuance of the Water Revenue Bonds, Series 2009 A (West Virginia DWTRF Program) (the "Bonds"), in the original aggregate principal amount of $2,496,208, by the City of Weirton (the "Issuer"), under the terms of the ordinance authorizing the Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's Water Revenue Bonds, Series 1991 A (West Virginia Water Development Authority), dated May 23,1991, issued in the original aggregate principal amount of $4,784,000; the Water Revenue Bonds, Series 1998 A (West Virginia SRF Program), dated April 8, 1998, issued in the original aggregate principal amount of $2,190,000; and the Water Revenue Bonds, Series 2006 A (West Virginia DWTRF Program), dated April 25, 2006, issued in the original aggregate principal amount of $2,555,000 and senior and prior to the Water Revenue Bonds, Series 1991 B (West Virginia Water Development Authority), dated May 23, 1991, issued in the original aggregate principal amount of $216,000.

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

By: Carol A. Cummings
Its: Authorized Representative

10.27.09
949750.00007

CH5224907.2

180 Association Drive, Charleston, WV 25311-1217
phone (304) 558-3612 / fax (304) 558-0299
www.wvwda.org

COPY

PWSID#: WV3300516

State of West Virginia

OFFICE OF ENVIRONMENTAL HEALTH SERVICES

CAPITOL & WASHINGTON STREETS 1 DAVIS SQUARE, SUITE 200 CHARLESTON, WV 25301
Telephone (304) 558-2981

PERMIT

(Water)
PROJECT: Water Treatment Plant Upgrade

PERMIT NO.: 18,266

LOCATION: Weirton **COUNTY:** Brooke **DATE:** 3-20-2009

THIS IS TO CERTIFY that after reviewing plans, specifications, application forms, and other essential information that

Weirton Water Board
200 Municipal Plaza
Weirton, West Virginia 25062

is hereby granted approval to: upgrade the existing 4.0 MGD Weirton Water Board's water treatment plant. Major improvements will consist of the installation of a 2.0 MGD air stripper in a new building; dual train rapid mix and three (3) stage flocculation basins; replacement of chemical feed equipment; reconstruction of existing four (4) filters with replacement of underdrains, media, backwash water troughs, air scour equipment, control valves, piping, mechanical equipment, electrical equipment and appurtenances; addition of ultraviolet disinfection; and all other necessary valves, piping, controls and appurtenances.

The Environmental Engineering Division of the **OEHS-Wheeling District Office, (304) 238-1145,** is to be notified when construction begins.

Validity of this permit is contingent upon conformity with plans, specifications, application forms, and other information submitted to the West Virginia Bureau for Public Health.

FOR THE DIRECTOR

William S. Herold, Jr., P.E., Assistant Manager
Infrastructure and Capacity Development
Environmental Engineering Division

WSH:cls

pc: Thrasher Environmental, Inc.
James W. Ellars, P.E., PSC
Amy Swann, PSC
Brooke County Health Department
OEHS-EED Wheeling District Office

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID AH
WEIRT-1

DATE (MM/DD/YYYY)
11/04/09

PRODUCER

Commercial Insurance Services
340 MacCorkle Ave. Ste #200
Charleston WV 25314
Phone: 304-345-8000 Fax: 304-345-8014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

City of Weirton
Mark E Harris, Mayor
200 Municipal Plaza
Weirton WV 26062

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Argonaut Great Central Ins. Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	PE-4614532-02	02/16/09	02/16/10	EACH OCCURRENCE	$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 500,000
						MED EXP (Any one person)	$ N/A
						PERSONAL & ADV INJURY	$ 2,000,000
						GENERAL AGGREGATE	$ 6,000,000
						PRODUCTS - COMP/OP AGG	$ 6,000,000
						Emp Ben.	2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	PE-4614532-02	02/16/09	02/16/10	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 0	PE-4614532-02	02/16/09	02/16/10	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under SPECIAL PROVISIONS below	PE-4614532-02	02/16/09	02/16/10	WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured as respects City's Water Revenue Bonds (Series 2009 A).

CERTIFICATE HOLDER

WVWDCHA

WV Water Development Authority
180 Association Drive
Charleston WV 25311

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

STEPTOE & JOHNSON PLLC
ATTORNEYS AT LAW

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

Writer's Contact Information

CLOSING MEMORANDUM

To: Financing Team

From: John C. Stump, Esquire

Date: November 19, 2009

Re: The City of Weirton Water Revenue Bonds, Series 2009 A
(West Virginia DWTRF Program)

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1. DISBURSEMENTS TO THE CITY OF WEIRTON

A.	Payor:	West Virginia Bureau for Public Health
	Amount:	$151,540
	Form:	Wire Transfer
	Payee:	City of Weirton
	Bank:	WesBanco Bank, Inc.
	Address:	3265 Main Street, Weirton, WV 26062
	Contact:	Sue Shank, Manager (304.797.8030 x 220)
	Acct. No.:	0142000850
	ABA:	043400036
	Account:	Series 2009 A Bonds Construction Trust Fund

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State of West Virginia

WATER DEVELOPMENT AUTHORITY

180 Association Drive, Charleston, WV 25311-1217
(304) 558-3612 - (304) 558-0299 (Fax)
Internet: www.wvwda.org - Email: contact@wvwda.org

PRECLOSING ATTENDANCE LIST

Date 11.17.2009 Time 1:00pm LGA City of Weirton Program DWTRF

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Carol A. Cummings	WDA	304-558-3612	304-558-0299	ccummings@wvwda.org
John Stump	Steptoe & Johnson PLLC	304.353.8196	304.353.8181	john.stump@steptoe-johnson.com
Ryan White	Jackson Kelly PLLC	304-340-1283	304-340-1272	srwhite@jacksonkelly.com

The Authority requests that the following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Gary DuTour, City Manager Telephone 304.797.8500 E-Mail _____

Address 200 Municipal Plaza, Weirton, West Virginia 26062

REMINDER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the NonArbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code, 1986, as amended.

CITY OF WEIRTON

RESOLUTION OF THE CITY OF WEIRTON APPROVING INVOICES RELATING TO ACQUISITION AND CONSTRUCTION AND OTHER SERVICES FOR THE PROPOSED WATER PROJECT AND AUTHORIZING PAYMENT THEREOF,

WHEREAS, the City of Weirton has reviewed the invoices attached hereto and incorporated herein by reference relation to the construction of the water Project funded by a Drinking Water State Revolving Fund (DWTRF) Loan, US Environmental Protection Agency Grant (SAP) and City contribution and find as follows:

a) That none of the items for which payment is proposed to be made has formed the basis for any disbursement theretofore made.

b) That each item for which the payment is proposed to be paid is or was necessary in connection with the Project and constitutes a Cost of the project.

c) That each of such costs has been otherwise properly incurred.

d) That the payment for each of the items proposed is due and owing.

NOW, THEREFOR, BE IT RESOLVED The City of Weirton by as follows: There is hereby authorized and directed the payment of the attached invoices as follows:

Vendor	Total	DWTRF	SAP (55%)	CITY
Huntington Banks (Registrar)	500.00	500.00	0.00	0.00
Steptoe & Johnson (Bond Counsel)	25,000.00	25,000.00	0.00	0.00
Administration	940.00	940.00	0.00	0.00
Thrasher Engineering				
Planning	0.00	0.00	0.00	
Basic	97,850.00	44,032.50	53,817.50	0.00
Thrasher Engineering (Reimburse to City)				
Planning				
Basic	25,000.00	11,250.00	13,750.00	
	155,150.00	69,817.50	85,332.50	0.00
Total	304,440.00	151,540.00	* 152,900.00	0.00

ADOPTED BY the City of Weirton, at the meeting held on the 9th day of November, 2009.

By: _____

Its: Major

*Of the $152,900 requested under "SAP" an amount of $140,910 has already been requested therefor, an amount of $11,990 is requested with this draw. The full amounts are shown to document the 55% SAP/ 45% match requirement

SWEEP RESOLUTION

City of Weirton

WHEREAS, the City of Weirton (the "Issuer") is a governmental body and political subdivision of West Virginia;

WHEREAS, the Issuer has issued bonds, as more specifically set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Bonds");

WHEREAS, the Issuer makes or will make monthly debt service payments on and transfers reserve funds for the Bonds by check to the West Virginia Municipal Bond Commission (the "MBC") which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

WHEREAS, the MBC may accept such monthly payments by electronic funds transfer, thereby eliminating delay in payments and lost checks;

WHEREAS, the Issuer finds and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic funds transfer with the State Treasurer sweeping the Issuer's account.

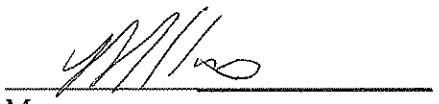
NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1) Beginning January 1, 2010 the monthly debt service payments on and reserve funds for the Bonds, as set forth in Exhibit A, shall be made to the MBC by an electronic transfer by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.

2) The Mayor and Recorder are hereby authorized to sign and execute all such documents as are necessary to facilitate the electronic transfer of the Bond debt service and reserve fund payments.

3) This resolution shall be effective immediately upon adoption.

Adopted this 9th day of November, 2009.



Mayor

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

AUG 2 2005

CERTIFIED MAIL

Mr. James Shockley
Chairman
Weirton Area Water Board
200 Municipal Plaza
Weirton, West Virginia 26062

Re: XP-973373-01-0

Dear Mr. Shockley:

The Agency has approved an assistance application and award of $2,356,800 in support of the project entitled *Weirton Water Treatment Plant Upgrade*.

This award is made subject to the terms and conditions of the enclosed assistance agreement. Three originals of the assistance agreement are enclosed. Please sign all of them. Return one to Kathleen M. Blinebury, Grants Management Officer, Grants and Audit Management Branch (3PM70), within twenty-one days of your receipt. The West Virginia Bureau for Public Health is assisting with the management of this project. Mail one to Mr. Patrick Taylor, P.E., Manager, Infrastructure and Capacity Development, West Virginia Bureau for Public Health, One Davis Square, Suite 200, Charleston, WV 25301-1748 and retain one for your organization.

A Region III website is available to provide you with a better understanding of the requirements associated with your assistance agreement and with information that will help you to manage your grant. The website can be found at: **www.epa.gov/region3/grants/index.htm.**

Your contact at EPA is Mr. Bruce A. Smith. You can reach him at 215-814-5770.

Sincerely,

for Andrew Carlin
James W. Newsom
Assistant Regional Administrator
for Policy and Management

Enclosures

cc: Patrick Taylor, WVBPH

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

ASSISTANCE ID NO.			DATE OF AWARD
PRG	DOC ID	AMEND#	JUL 26 2006
XP -	97337301	- 0	
TYPE OF ACTION: New			MAILING DATE: AUG 2 2006
PAYMENT METHOD: Reimbursement			ACH#

RECIPIENT TYPE:
Municipal

RECIPIENT:
Weirton Area Water Board
200 Municipal Plaza
Weirton, WV 26062
EIN: 01-0694424

Send Payment Request to:
WV Department of Health and Human Resources

PAYEE:
Weirton Area Water Board
200 Municipal Plaza
Weirton, WV 26062

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Butch Mastrantoni 200 Municipal Plaza Weirton, WV 26062 E-Mail: admastrantoni@wvdsl.net Phone: 304-797-8544	BruceA Smith 1650 Arch Street, 3WP21 Philadelphia, PA 19103-2029 E-Mail: Smith.Brucea@epamail.epa.gov Phone: 215-814-5770	Nancy Schruby Grants and Audit Management Branch, 3PM70 E-Mail: Schruby.Nancy@epamail.epa.gov Phone: 215-814-5414

PROJECT TITLE AND DESCRIPTION
WEIRTON WATER TREATMENT PLANT UPGRADE
This award is funding for the design and construction of the upgrade of the Weirton Area Water Board Water Treatment Plant to meet the Safe Drinking Wa Act requirements. These improvements include the installation of a new air stripper and building; two new rapid mix basins; two new 3- stage flocculators; new ultraviolet disinfection system; and renovation of the exising filters to include media and underdrain replacement, in the City of Weirton, WV.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
08/01/2006 - 01/31/2009	08/01/2006 - 01/31/2009	$4,285,091.00	$4,285,091.00

NOTE: The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official which the Award Official determines to materially alter the Agreement, shall void the Agreement.

OFFER AND ACCEPTANCE

The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the Weirton Area Water Board for 55.00 % of all approved costs incurred up to and not exceeding ____ $2,356,800 for the support of approved budget period effort described in application (including all application modifications) cited in the Project Title and Description above, signed 07/23/2004 included herein by reference.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	ORGANIZATION / ADDRESS
US EPA Region 3, 3PM70 1650 Arch Street Philadelphia, PA 19103-2029	U.S. EPA, Region 3 Water Protection Division 3WP00 1650 Arch Street Philadelphia, PA 19103-2029

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL	TYPED NAME AND TITLE	DATE
Andrew Carlin for	James W. Newsom, ARA for Policy and Management	JUL 26 20

This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance o any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION

SIGNATURE	TYPED NAME AND TITLE	DATE
James R. Shockley	James R. Shockley, Chairman, Weirton Area Water Board	8-9-06

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$	$ 2,356,800	$ 2,356,800
EPA In-Kind Amount	$	$	$ 0
Unexpended Prior Year Balance	$	$	$ 0
Other Federal Funds	$	$	$ 0
Recipient Contribution	$	$ 1,928,291	$ 1,928,291
State Contribution	$	$	$ 0
Local Contribution	$	$	$ 0
Other Contribution	$	$	$ 0
Allowable Project Cost	$ 0	$ 4,285,091	$ 4,285,091

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	Consolidated Appropriations Resolution 2003 (PL 108-7)	40 CFR PART 31

Fiscal

Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	LL0157	2008	E4C	0300QM8	201B51E	4183			2,356,8
									2,356

Approved Budget	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	$85,500
2. Preliminary Expense	$0
3. Land Structure, Right Of Way	$0
4. Architectural Engineering Basic Fees	$284,000
5. Other Architectural Engineering Fees	$153,071
6. Project Inspection Fees	$140,000
7. Land Development	$0
8. Relocation Expenses	$0
9. Relocation Payments to Individuals & Bus.	$0
10. Demolition and Removal	$0
11. Construction and Project Improvement	$3,293,200
12. Equipment	$0
13. Miscellaneous	$0
14. Total (Lines 1 thru 13)	$3,955,771
15. Estimate Income	$0
16. Net Project Amount (Line 14 minus 15)	$3,955,771
17. Less: Ineligible Exclusions	$0
18. Add: Contingencies	$329,320
19. Total (Share: Recip 45.00% Fed 55.00%)	$4,285,091
20. TOTAL APPROVED ASSISTANCE AMOUNT	$2,356,800

Administrative Conditions

1. The recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds, complies with the Hotel and Motel Fire Safety Act of 1990.

2. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

3. The recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." The recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The recipient may access the Excluded Parties List System at http://epls.arnet.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

4. The recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The recipient shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

5. Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the recipient agrees to provide certification to the award official via EPA Form 5700-53, Lobbying and Litigation Certificate, with the final payment request.

The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

6. In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition,* the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

7. If a contract is awarded under this assistance agreement, the recipient agrees and is required to utilize the following affirmative steps:

a. placing Small Businesses in Rural Areas (SBRAs) on solicitation lists;

b. ensuring that SBRAs are solicited whenever they are potential sources;

c. dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;

d. establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;

e. using the services of the Small Business Administration (SBA), the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce and the SBA PRO-Net Internet-based system http://pro-net.sba.gov, as appropriate; and

f. requiring the contractor to take the affirmative steps in subparagraphs a. through e. of this part if subcontracts are awarded.

8. The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements:

a. The recipient accepts the applicable Minority Business Enterprise (MBE)/Women's Business Enterprise (WBE) "fair share" goals/objectives negotiated with EPA by the **West Virginia Department of Health and Human Resources** as follows:

	MBE%	WBE%
Construction	1.87	7.40
Equipment	1.26	12.19
Services	5.16	26.75
Supplies	2.85	41.65

b. The recipient agrees to ensure to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially or economically disadvantaged individuals, women and historically black colleges and universities.

c. The recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

d. The recipient agrees to follow the six affirmative steps or positive efforts stated in 40 CFR 30.44(b), 40 CFR 31.36(e), or 40 CFR 35.6580, as appropriate, and retain records documenting compliance.

e. The recipient agrees to submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to R. Catherine King, Municipal Financial Assistance Branch (3WP21), within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30).

f. If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

EPA may take corrective action under 40 CFR Parts 30, 31, and 35, as appropriate, if the recipient fails to

comply with these terms and conditions.

9. In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends $500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the report to:

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

10. EPA participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2006, the limit is $550.00 per day and $68.75 per hour. The rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j)(2) or 30.27(b), as applicable.

Programmatic Conditions

1. Procurement

a. The recipient agrees to procure all services, supplies, and construction awarded under this grant in accordance with 40 CFR Part 31.

b. A copy of all proposed subagreements for services and supplies over $100,000 shall be submitted to the West Virginia Bureau for Public Health (WV BPH), for review and pre-award approval, as appropriate, under 40 CFR Part 31. The submittal of the proposed subagreements shall include procurement records. Also, the contract cost and price data shall be submitted on EPA Form 5700-41, or on a form which contains similar information.

c. A copy of all proposed subagreements for construction shall be submitted to the WV BPH, for review and pre-award approval, as appropriate, under 40 CFR Part 31. The submittal of the proposed subagreements shall include procurement records.

2. Grant Payments

The recipient agrees that:

a. Payments are on a reimbursable basis. Requests for payments should be submitted to the WV BPH, using Standard Form 271.

b. Payment for professional services and construction will be limited to the Federal share of EPA approved contracts.

3. Project Performance Certification

Prior to the release of the final payment on the grant, the recipient agrees to certify that the project is capable of meeting the objectives for which it was planned, designed, and built. In addition, any remaining documentation of costs (invoice copies) and proof of payment (check copies) must be provided

to WV BPH.

4. Project Changes

For any changes in the project which affect the grant amount, delay or accelerate the project or alter the project in other ways, the recipient must receive a formal grant amendment from EPA. Of particular interest is any change in completion of final design drawings and specifications, date of advertisement for bids, and the building completion date.

5. Land Acquisition

In the event the recipient procures land or relocates people, 49 CFR Part 24 applies.

6. Sites, Easements and Rights-of-Way

The recipient shall submit an acceptable legal opinion that the necessary sites and easements and/or rights-of-way have been obtained and that they are free of any restrictions or encumbrances that might restrict their use for the purpose intended. Said opinion shall be submitted to EPA no later than the time at which the recipient requests approval to award construction contracts.

7. Flood Insurance

The recipient agrees to acquire and maintain at his own cost any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended, before the project is placed in operation. This condition shall not be applicable if, on the date of execution of this Grant Agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property in the project location.

8. Review

The recipient recognizes that approval of any part of this grant, change orders, grant increase amendments, subagreements, any special items or allowableness of any other costs will be subject to final review, including project officer review, audit review, and final determination of the grant approving official.

9. Project Schedule

EPA's policy requires that projects be initiated, constructed, and placed in operation in a timely manner. For that reason, the schedule shown below, which was developed in conjunction with your grant application, is included as a condition.

Design Completion	December 2006
Advertise for Bids	June 2007
Award Construction Contract	September 2007
Initiate Construction	October 2007
Complete Construction	October 2008
Submit Final Payment Request	January 2009

10. Environmental Review

The recipient agrees not to begin the preparation of plans and specifications (design), or to initiate construction, until such time as EPA determines that the project complies with the National Environmental Policy Act, 42 USC Subsection 4321 et seq., CFR Parts 6 and 1500 et seq.

The recipient agrees that upon completion of the NEPA review, design and construction shall be undertaken in accordance with the results of that review. EPA reserves the right to unilaterally terminate

this grant in the event the recipient fails to comply with this condition. In accordance with 40 CFR 31.43.

11. Initiation of Construction

It is agreed that the WV BPH must approve the design before contracts are advertised for bids. Bids will be submitted to the WV BPH for approval prior to contract award.

12. Open Competition and Government Neutrality

The assistance recipient agrees to comply with Executive Order 13202 (February 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."

13. Performance Reports

In accordance with 40 C.F.R. § 31.40, the recipient agrees to submit performance reports that include brief information on each of the following areas; 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

14. Outputs and Outcomes

EPA Order 5700.7, Environmental Results under EPA Assistance Agreements, requires that the award of grant assistance is tied to the accomplishment of agreed-upon products/activities and the effect of those products/activities, referred to as environmental "outputs" and "outcomes." The outputs and outcomes must be measurable and identified in the application work plan. The award of grant assistance constitutes EPA agreement with the outputs and outcomes identified in the application work plan.

EPA Order 5700.7 further requires that following the award of grant assistance, grant recipients must report on their progress in achieving the accepted environmental outputs and outcomes. The preceding Performance Reporting condition highlights this obligation.

Pursuant to EPA regulation 40 CFR 31.40(c), *Construction performance reports*, for the purpose of this grant award the recipient may satisfy the above Performance Reporting obligation by providing information on the interim status or completion of the project to the WV BPH during the course of interim and final project inspections.

WEIRTON AREA WATER BOARD

A.D. Mastrantoni, Utilities Director
Jeffrey Pearce, Assistant Director

200 Municipal Plaza
Weirton, WV 26062

July 2, 2009

Sandra Squire, Executive Secretary
WV Public Service Commission
201 Brooks Street
Charleston, WV 25301

RE: Case #09-0827-W-CN City of Weirton

This letter is in verification that by order of the Weirton Area Water Board per resolution that funds have been committed for the Disinfection By-Products Project.

The amount of $101,087.00 is reserved in a bank account at Wesbanco Bank, Main Street, Weirton, WV, Acct. #0142410177.

These funds were committed at a meeting held Wednesday, July 1st., which I attended.

Debbie Swanson
Senior Proprietary Accountant

cc: file

WEIRTON AREA WATER BOARD
SPECIAL MEETING

July 1, 2009

A special meeting of the Weirton Area Water Board was held at 12 noon on Wednesday, July 1, 2009, in the William Ridgway Room of the Weirton City Building, with James Shockley presiding.

Members present were Nat Marino, Mike Zaltani, Ron Jones, and Don Gianni, Jr. Also present were A.D. Mastrantoni, Jeffrey Pearce, Dan Guida, Tom Maher, Gary DuFour, and Karen Orler. Casey Junkin from Wheeling Intelligencer was also present.

AGENDA ITEMS

Resolution committing $101,087 from the Weirton Area Water Board to the Disinfection By-Products Project: Mr. Mastrantoni advised that this Resolution establishes the funding amounts for the Disinfection By-Products Project. These would be $2,356,885 from the EPA STAG Grant, $2,273,028 from the Drinking Water Treatment Revolving Loan for 20 years at 3% interest, and $101,087 from the Weirton Area Water Board as the local match. The Resolution was requested by the PSC staff to document that the Board is committing this amount. The $101,087 will come from residual monies from the Bellview Tank fund; these funds will be transferred to the Disinfection By-Products Project. The Board will need some documentation on the transfer from the Finance Department. It was moved by Mr. Gianni and seconded by Mr. Marino to approve the Resolution committing $101,087 to the Disinfection By-Products Project, with the funds coming from residual monies from the Bellview Tank fund; this passed unanimously.

Transfer of funds to meet fiscal responsibilities: Mr. Mastrantoni advised that there was an outstanding bill from Thrasher Engineering for their services in the amount of $87,000. There was approximately $62,000 in Special Projects; staff requested to transfer $40,000 from residual monies in the Bellview Tank fund to Special Projects to take care of this bill. It was moved by Mr. Jones and seconded by Mr. Zaltani to transfer these funds for this bill; this passed unanimously.

Mr. Mastrantoni also brought up that the Board owed monies to General Fund for several payrolls. He advised that Mr. Guida is negotiating the sale of some cell phone leases; it is hoped that these will be closed within the next month. This money will be used to pay off the debt to General Fund.

Mr. Mastrantoni also advised that he had intended to bring information before the Board from George Gresko on insurance. However, the information that had been forwarded to him was for the Sanitary Board and not the Water Board. This will be discussed at a later meeting.

EXECUTIVE SESSION

It was moved by Mr. Marino and seconded by Mr. Zaltani to convene into executive session for the purpose of discussing matters of pending litigation: this passed unanimously.

It was later moved by Mr. Marino and seconded by Mr. Zaltani to reconvene into the special session; this passed unanimously.

ADJOURNMENT

With no further business before this July 1, 2009, special session of the Weirton Area Water Board, the meeting was adjourned.

WEIRTON AREA WATER BOARD
RESOLUTION

TO COMMIT FUNDS FOR THE DISINFECTION BY-PRODUCTS PROJECT

WHEREAS, the Weirton Area Water Board is currently engaged in a construction upgrade of its Water Treatment Plant as mandated by the United State Environmental Protection Agency Clean Drinking Water Act regarding disinfection By-Products Rule; and

WHEREAS, the above referenced Project is estimated to cost $4,731,000, and will be funded as follows:

SOURCE	AMOUNT
US EPA STAG Grant	$2,356,885.00
Drinking Water Treatment Revolving Loan for 20 years, 3% interest	$2,273,028.00
Weirton Area Water Board	$ 101,087.00

NOW, THEREFORE, BE IT RESOLVED that the Weirton Area Water Board does hereby commit $101,087.00 from its operational funds to the Disinfection By-Products Project.

DATE: July 1, 2009

James Shockley, Chairman

ATTEST:

Karen Orler, Secretary