

**CITY OF WEIRTON**

**Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)**

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**CITY OF WEIRTON  
SEWER REVENUE BONDS, SERIES 2013 A  
(WEST VIRGINIA SRF PROGRAM)**

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**CITY OF WEIRTON**

ORDINANCE AUTHORIZING THE PAYMENT OF THE PRIOR NOTES AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF WEIRTON OF NOT MORE THAN \$6,300,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2013 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 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.

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

**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 16, Article 13 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 County and Hancock County of said State.

B. The Issuer presently owns and operates a public sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain extensions, additions, betterments and improvements to the existing public sewerage system of the Issuer, consisting of replacement of existing collection system, together with all appurtenant facilities (collectively, the "Project"), which constitutes properties for the collection,

transportation, treatment, purification, or disposal of liquid or solid wastes, residential sewage or industrial waste (the existing public sewerage system of the Issuer, the Project and any further extensions, additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. The Issuer has heretofore temporarily financed the design and other preliminary Costs of the Project by the issuance of the Sewerage System Bond Anticipation Note, Series 2012 A, dated September 27, 2012, issued in the original aggregate principal amount of \$1,300,000 (the "Prior Notes").

D. The Prior Notes were issued pursuant to an Ordinance of the Issuer previously enacted for such purpose (such ordinance, as amended and supplemented is herein called the "Prior Notes Ordinance").

E. It is deemed necessary and desirable for the Issuer to pay the Prior Notes.

F. The Issuer intends to pay the Prior Notes and permanently finance the costs of acquisition and construction of the Project through the issuance of its revenue bonds to the West Virginia Water Development Authority (the "Authority"), which administers the West Virginia Water Pollution Control Revolving Fund Program (the "SRF Program"), all pursuant to the Act.

G. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds, in the total aggregate principal amount of not more than \$6,300,000 in one or more series, initially planned to be the Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), in the aggregate principal amount of not more than \$6,300,000 (the "Series 2013 A Bonds"); to pay the Prior Notes and permanently finance the costs of acquisition and construction of the Project. Such costs shall be deemed to include the cost of all property rights, easements and franchises deemed necessary or convenient therefor and eligible under the Act; interest, if any, upon the Series 2013 A Bonds prior to and during acquisition or construction and for a period not exceeding 6 months after completion of acquisition and construction of the Project; amount which may be deposited in the Reserve Account (as hereinafter defined) for the Series 2013 A Bonds; engineering and legal expenses; expenses for estimates of costs and revenues; expenses for plans, specifications and surveys; other expenses necessary or incident to determining the feasibility or practicability of the enterprise; administrative expense; commitment fees; fees and expenses of the Authority, including the SRF Administrative Fee (as hereafter defined); discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2013 A Bonds and such other expenses as may be necessary or incidental to the financing herein authorized; the design, acquisition or construction of the Project and the placing of same in operation; and the performance of the things herein required or permitted, in connection with any thereof, provided, that reimbursement to the Issuer for any amounts expended by it for allowable costs prior to the issuance of the Series 2013 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

I. It is in the best interests of the Issuer that its Series 2013 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 Department of Environmental Protection (the "DEP"), in form satisfactory to the Issuer, the Authority and the DEP (the "Loan Agreement"), to be approved hereby if not previously approved by resolution of the Issuer.

J. Upon payment of the Prior Notes, the Issuer will have Outstanding its Sewer Revenue Bond, Series 2007 A (West Virginia SRF Program), dated April 11, 2007, issued in the original aggregate principal amount of \$4,199,404 (the "Series 2007 A Bonds" or the "Prior Bonds").

The Series 2013 A Bonds shall be issued on a parity with the Series 2007 A Bonds. Prior to the issuance of the Series 2013 A Bonds, the Issuer will obtain (i) the certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of the Prior Bonds are met; and (ii) the written consent of the Holders of the Series 2007 A Bonds to the issuance of the Series 2013 A Bonds on a parity with the Series 2007 A 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.

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

L. The Issuer has complied with all requirements of West Virginia law and Loan Agreement (hereinafter defined) relating to authorization of the acquisition, construction and operation of the Project and the System and issuance of the Series 2013 A Bonds, or will have so complied prior to issuance of any thereof, including, among other things, the approval of the Project and the financing thereof by the West Virginia Infrastructure and Jobs Development Council and the obtaining of a Certificate of Public Convenience and Necessity from the Public Service Commission of West Virginia.

M. Pursuant to the Act, the Issuer has heretofore established a Sanitary Board and the Sanitary Board has petitioned the Governing Body to issue the Series 2013 A Bonds for the purposes set forth herein.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2013 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 Bondholders of any and all of such Series 2013 A Bonds, all which shall be of equal rank and without preference, priority or distinction between any one Bond and any other Bonds and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended and in effect on the date of enactment hereof.

"Authority" means the West Virginia Water Development Authority, which is expected to be the original purchaser and Registered Owner of the Series 2013 A Bonds, or any other agency, board or department of the State that succeeds to the functions of the Authority, acting in its administrative capacity and upon authorization from the DEP under the Act.

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

"Board" means the Sanitary Board of the Issuer.

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

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

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

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

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

"Clerk" means the City Clerk of the Issuer.

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

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

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

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

"Consulting Engineers" means 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 1.02G hereof to be a part of the costs of design, acquisition and construction of the Project as described in Section 1.02B hereof.

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

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

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

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

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

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

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

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

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

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

"Loan Agreement" means the Loan Agreement heretofore entered, or to be entered into, by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2013 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 2013 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2013 A Bonds Reserve Account.

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

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

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

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

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

"Prior Bonds" means the Series 2007 A Bonds.

"Prior Notes" means the Issuer's Sewerage System Bond Anticipation Note, Series 2012 A, dated September 27, 2012, issued in the original aggregate principal amount of \$1,300,000.

"Prior Notes Ordinance" means the ordinance of the Issuer authorizing the Prior Notes.

Bonds.

"Prior Ordinance" means the ordinance of the Issuer authorizing the issuance of the Prior

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

"Qualified Investments" means and includes the following:

- (a) Government Obligations;
- (b) Government Obligations which have been stripped of their unmatured interest coupons, interest coupons stripped from Government Obligations, and receipts or certificates evidencing payments from Government Obligations or interest coupons stripped from Government Obligations;
- (c) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies: Banks for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Government National Mortgage Association; Tennessee Valley Authority; or Washington Metropolitan Area Transit Authority;
- (d) Any bond, debenture, note, participation certificate or other similar obligations issued by the Federal National Mortgage Association to the extent such obligation is guaranteed by the Government National Mortgage Association or issued by any other federal agency and backed by the full faith and credit of the United States of America;
- (e) Time accounts (including accounts evidenced by time certificates of deposit, time deposits or other similar banking arrangements) which, to the extent not insured by the FDIC or Federal Savings and Loan Insurance Corporation, shall be secured by a pledge of Government Obligations, provided, that said Government Obligations pledged either must mature as nearly as practicable coincident with the maturity of said time accounts or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said time accounts;
- (f) Money market funds or similar funds whose only assets are investments of the type described in paragraphs (a) through (e) above;
- (g) Repurchase agreements or similar banking arrangements, fully secured by investments of the types described in paragraphs (a) through (e) above or fully insured by the FDIC, with member banks of the Federal Reserve system or banks or national banking associations which are members of FDIC or with government bond dealers recognized as

primary dealers by the Federal Reserve Bank of New York, provided, that said investments securing said repurchase agreements either must mature as nearly as practicable coincident with the maturity of said repurchase agreements or must be replaced or increased so that the market value thereof is always at least equal to the principal amount of said repurchase agreements, and provided further, that the holder of such repurchase agreement shall have a prior perfected security interest in the collateral therefor; must have (or its agent must have) possession of such collateral; and such collateral must be free of all claims by third parties;

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

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

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

"Registrar" means the Bond Registrar.

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

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

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

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

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

"Series 2007 A Bonds" means the Issuer's Sewer Revenue Bond, Series 2007 A (West Virginia SRF Program), dated April 11, 2007, issued in the original aggregate principal amount of \$4,199,404.

"Series 2013 A Bonds" means the Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), of the Issuer, authorized by this Ordinance.

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

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

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

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

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

"SRF Administrative Fee" means any administrative fee required to be paid under the Loan Agreement for the Series 2013 A Bonds.

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

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

"State" means the State of West Virginia.

"Supplemental Resolution" means any resolution, ordinance or order of the Issuer supplementing or amending this Ordinance and, when preceded by the article "the," refers specifically to the supplemental resolution authorizing the sale of the Series 2013 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2013 A Bonds, and not so included may be included in another Supplemental Resolution.

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

"System" means the complete existing public sewerage system of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include the Project and any further

extensions, additions, betterments and improvements thereto hereafter acquired or constructed for the System from any sources whatsoever.

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

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

## **ARTICLE II**

### **AUTHORIZATION OF ACQUISITION AND CONSTRUCTION OF THE PROJECT AND PAYMENT OF THE PRIOR NOTES**

Section 2.01. Authorization of Acquisition and Construction of the Project. There is hereby authorized and ordered the acquisition and construction of the Project, at an estimated cost not to exceed \$6,300,000 in accordance with the plans and specifications which have been prepared by the Consulting Engineers, heretofore filed in the office of the Governing Body. The proceeds of the Series 2013 A Bonds hereby authorized shall be applied as provided in Article VI hereof. The Issuer has received bids or will receive and will enter into contracts for the acquisition and construction of the Project, compatible with the financing plan submitted to the DEP.

The Cost of the Project is estimated not to exceed \$6,300,000 which will be obtained from proceeds of the Series 2013 A Bonds.

Section 2.02. Authorization of Payment of the Prior Notes. There is hereby authorized and ordered the payment in full of the entire outstanding principal of and the interest on the Prior Notes on the Closing Date from the proceeds of the Series 2013 A Bonds. Upon payment of the Prior Notes, any funds pledged in favor of the Holders of the Prior Notes imposed by the Prior Note Ordinance are hereby ordered terminated, discharged and released.

## **ARTICLE III**

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

Section 3.01. Authorization of Bonds. For the purposes of paying the Prior Notes, paying the Costs of the Project and paying certain costs of issuance of the Series 2013 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 2013 A Bonds of the Issuer. The Series 2013 A Bonds shall be issued as a single bond, designated as "Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program)", in the principal amount of not more than \$6,300,000, and shall have such terms

as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2013 A Bonds remaining after funding of the Series 2013 A Bonds Reserve Account (if funded from Bond proceeds) and capitalization of interest, if any, shall be deposited in or credited to the Series 2013 A Bonds Construction Trust Fund established by Section 5.01 hereof.

Section 3.02. Terms of Bonds. The Series 2013 A Bonds shall be issued in such principal amounts; shall bear interest, if any, at such rate or rates, not exceeding the then legal maximum, payable quarterly on such dates; shall mature on such dates and in such amounts; and shall be redeemable, in whole or in part, all as the Issuer shall prescribe in a Supplemental Resolution or as specifically provided in the Loan Agreement. The Series 2013 A Bonds shall be payable as to principal at the office of the Paying Agent, in any coin or currency which, on the dates of payment of principal is legal tender for the payment of public or private debts under the laws of the United States of America. Interest, if any, on the Series 2013 A Bonds shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2013 A Bonds shall initially be issued in the form of a single bond, fully registered to the Authority, with a record of advances and a debt service schedule attached, representing the aggregate principal, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2013 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2013 A Bonds shall be executed in the name of the Issuer by the Mayor, and the seal of the Issuer shall be affixed thereto or imprinted thereon and attested by the Clerk. In case any one or more of the officers who shall have signed or sealed the Series 2013 A Bonds shall cease to be such officer of the Issuer before the Series 2013 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 2013 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 2013 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 2013 A Bonds shall be deemed to have been executed by the Bond Registrar if manually signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the Certificate of Authentication and Registration on all of the Bonds issued hereunder.

Section 3.05. Negotiability, Transfer and Registration. Subject to the provisions for transfer of registration set forth below, the Series 2013 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 2013 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 2013 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 2013 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 or transferring the registered Series 2013 A Bonds are exercised, all Series 2013 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2013 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 2013 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 any Series 2013 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2013 A Bonds or, in the case of any proposed redemption of such Bonds, next preceding the date of the selection of Bonds to be redeemed, and ending on such interest payment date or redemption date.

Section 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2013 A Bonds shall become mutilated or be destroyed, stolen or lost, the Issuer may, in its discretion, issue, and the Bond Registrar shall, if so advised by the Issuer, authenticate and deliver, a new Bond of the same series and of like tenor as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder's furnishing satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer and the Bond Registrar may incur. All Bonds so surrendered shall be cancelled by the Bond Registrar and held for the account of the Issuer. If any such Bond shall have matured or be about to mature, instead of issuing a substitute Bond, the Issuer may pay

the same, upon being indemnified as aforesaid, and if such Bond be lost, stolen or destroyed, without surrender thereof.

Section 3.07. Bonds not to be Indebtedness of the Issuer. The Series 2013 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 Net Revenues derived from the operation of the System as herein provided. No Holder or Holders of the Series 2013 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2013 A Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2013 A Bonds shall be secured by a first lien on the Net Revenues derived from the System, on a parity with each other and with the lien on the Net Revenues in favor of the Holders of the Series 2007 A Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest, if any, on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2013 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2013 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 2013 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 2013 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 2013 A Bonds.

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

[Remainder of Page Intentionally Blank]

(FORM OF SERIES 2013 A BOND)

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
CITY OF WEIRTON  
SEWER REVENUE BONDS, SERIES 2013 A  
(WEST VIRGINIA SRF PROGRAM)

No. AR-1

\$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That on the \_\_\_ day of \_\_\_\_\_, 2013, the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia in Brooke County and Hancock County of said State (the "Issuer"), for value received, hereby promises to pay, solely from the special funds provided therefor, as hereinafter set forth, to the WEST VIRGINIA WATER DEVELOPMENT AUTHORITY (the "Authority") or registered assigns the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_\_, to and including \_\_\_\_\_ 1, 20\_\_\_, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference, with interest of 2.0% per annum payable in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_\_, to and including \_\_\_\_\_ 1, 20\_\_\_, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of 1.0% (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing \_\_\_\_\_ 1, 20\_\_\_, as set forth on EXHIBIT B attached hereto.

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

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement (the "Loan Agreement") by and among the Issuer, the Authority, and the DEP, dated \_\_\_\_\_, 2013.

This Bond is issued (i) to pay the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); (ii) to pay the Prior Notes; and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on \_\_\_\_\_, 2013, and a Supplemental Resolution duly adopted by the Issuer on \_\_\_\_\_, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S: SEWER REVENUE BOND, SERIES 2007 A (WEST VIRGINIA SRF PROGRAM), DATED APRIL 11, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,199,404 (THE "SERIES 2007 A BONDS" OR THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Series 2007 A Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Series 2013 A Bonds (the "Series 2013 A Bonds Reserve Account"), and unexpended proceeds of the Series 2013 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2013 A Bonds Reserve Account and unexpended proceeds of the Series 2013 A Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2013 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior or subordinate to the Series 2013 A Bonds including the Prior Bonds; provided however, that, so long as there exists in the Series 2013 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Series 2013 A Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with or junior and subordinate to the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

[Remainder of Page Intentionally Blank]

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

[SEAL]

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Date: \_\_\_\_\_, 2013.

THE HUNTINGTON NATIONAL BANK  
as Registrar

\_\_\_\_\_  
Authorized Officer

EXHIBIT A

RECORD OF ADVANCES

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

TOTAL \$ \_\_\_\_\_

EXHIBIT B

DEBT SERVICE SCHEDULE

(Form of)

ASSIGNMENT

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

Dated: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

In the presence of:

\_\_\_\_\_

Section 3.11. Sale of Bonds; Approval and Ratification of Execution of Loan Agreement. The Series 2013 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 is specifically authorized and directed to execute the Loan Agreement and the Clerk is directed to affix the seal of the Issuer, attest the same and deliver them to the Authority, and any such prior execution and delivery is hereby authorized, approved, ratified and confirmed.

Section 3.12. Filing of Amended Schedule. Within 60 days following the Completion Date, the Issuer will file with the Authority and the DEP a schedule for the Series 2013 A Bonds, the form of which will be provided by the DEP, setting forth the actual Costs of the Project and sources of funds therefor.

#### **ARTICLE IV**

**[RESERVED]**

#### **ARTICLE V**

### **FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF**

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

- (1) Revenue Fund (established by Prior Ordinance and continued hereby);
- (2) Renewal and Replacement Fund (established by Prior Ordinance and continued hereby); and
- (3) Series 2013 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 Prior Ordinance) and shall be held by the Commission, separate and apart from all other funds or accounts of the Commission or the Issuer and from each other:

- (1) Series 2007 A Bonds Sinking Fund (established by Prior Ordinance);
- (2) Series 2007 A Bonds Reserve Account (established by Prior Ordinance);
- (3) Series 2013 A Bonds Sinking Fund; and

(4) Series 2013 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 the Prior Ordinance and in this Bond Legislation and shall be kept separate and distinct from all other funds of the Issuer and the Depository Bank and used only for the purposes and in the manner provided in the Prior Ordinance and in this Bond Legislation. All monies in the Revenue Fund shall be disposed of only in the following manner and order of priority:

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

(2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit (i) to the Commission the amount required by Prior Ordinance to pay interest on the Series 2007 A Bonds; and (ii) to the Commission commencing 4 months prior to the first date of payment of interest of the Series 2013 A Bonds, for deposit in the Series 2013 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will come due on the Series 2013 A Bonds on the next ensuing quarterly interest payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2013 A Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payment shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit (i) to the Commission the amount required to pay principal on the Series 2007 A Bonds as required by the Prior Ordinance; and (ii) to the Commission commencing 4 months prior to the first date of payment of principal of the Series 2013 A Bonds, for deposit in the Series 2013 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will come due on the Series 2013 A Bonds on the next ensuing quarterly principal payment date; provided that, in the event the period to elapse between the date of such initial deposit in the Series 2013 A 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.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and simultaneously remit to the Commission (i) the amount required by the Prior Ordinance for deposit in the Reserve

Account for the Series 2007 A Bonds; and (ii) commencing 4 months prior to the first date of payment of principal of the Series 2013 A Bonds, if not fully funded upon issuance of the Series 2013 A Bonds, for deposit in the Series 2013 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2013 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2013 A Bonds Reserve Account when there shall have been deposited therein, and as long as there shall remain on deposit therein, an amount equal to the Series 2013 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank (as required in the Prior Ordinance 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.

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

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

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

As and when additional Bonds ranking on a parity with the Series 2013 A Bonds are issued, provision shall be made for additional payments into the respective sinking 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 thereof.

The Issuer shall not be required to make any further payments into the Series 2013 A Bonds Sinking Fund or the Series 2013 A Bonds Reserve Account when the aggregate amount of funds therein are at least equal to the respective aggregate principal amount of the Series 2013 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue, if any, until the maturity thereof.

Principal, interest or reserve payments, whether made for a deficiency or otherwise, shall be made on a parity and pro rata, with respect to the Series 2007 A Bonds and the Series 2013 A 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 2013 A Bonds Sinking Fund and the Series 2013 A Bonds Reserve Account, created hereunder, and all amounts required for said accounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. All remittances made by the Issuer to the Commission shall clearly identify the fund or account into which each amount is to be deposited. The Issuer shall make the necessary arrangements whereby required payments into said accounts shall be automatically debited from the Revenue Fund and electronically transferred to the Commission on the dates required hereunder.

Monies in the Series 2013 A Bonds Sinking Fund and the Series 2013 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

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

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

C. The Issuer shall on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission the required principal, interest and reserve payments with respect to the Series 2013 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 SRF Administrative Fee as set forth in the Loan Agreement for the Series 2013 A Bonds.

D. The Issuer shall remit from the Revenue Fund to the Commission, the Registrar, the Paying Agent or the Depository Bank, on such dates as the respective parties shall require, such

additional sums as shall be necessary to pay their respective charges and fees then due. In the case of payments to the Commission under this paragraph, the Issuer shall, 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.

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

F. If on any monthly payment date the revenues are insufficient to place the required amount in any of the funds and accounts as herein above provided, the deficiency shall be made up in the subsequent payments in addition to the payments which would otherwise be required to be made into the funds and accounts on the subsequent payment dates; provided, however, that the priority of curing deficiencies in the funds and accounts herein shall be in the same order as payments are to be made pursuant to this Section 5.03, and the Net Revenues shall be applied to such deficiencies on a parity and pro rata with respect to the Series 2013 A Bonds and the Series 2007 A Bonds all in accordance with the respective principal amounts Outstanding before being applied to any other payments hereunder.

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

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

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

## ARTICLE VI

### **APPLICATION OF BOND PROCEEDS**

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

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

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

C. Next, from the proceeds of the Series 2013 A Bonds, there shall be deposited with United Bank, Inc. the amount, set forth in the Supplemental Resolution to pay in full the Outstanding principal of and interest on the Prior Notes on the Closing Date.

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

Section 6.02. Disbursements of Bond Proceeds. On or before the Closing Date, the Issuer shall have delivered to the Authority and the DEP a report listing the specific purposes for which the proceeds of the Series 2013 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. Invoices for which repayment from the Series 2013 A Bonds Construction Trust Fund will be sought must be first approved by the Issuer.

Except as provided in Section 6.01 hereof, disbursements from the Series 2013 A Bonds Construction Trust Fund shall be made only after submission to, and approval from, the Authority and the DEP of a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement, in compliance with the construction schedule.

Pending such application, monies in the Series 2013 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 2013 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 2013 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 2013 A Bonds or the interest, if any, thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2013 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 the Series 2013 A Bonds shall ever have the

right to compel the exercise of the taxing power of the Issuer to pay the Series 2013 A Bonds or the interest, if any, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues; Lien Position with respect to Prior Bonds. The payment of the debt service on the Series 2013 A Bonds issued hereunder shall be secured equally and ratably by a first lien on the Net Revenues derived from the System, on a parity with each other and with the lien on the Net Revenues in favor of the Holders of the Series 2007 A Bonds. The Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Bonds, and to make all other payments hereinafter set forth, are hereby irrevocably pledged to such payments as they become due.

Section 7.04. Rates and Charges. The Issuer has obtained any and all approvals of rates and charges required by State law and has taken any other action required to establish and impose such rates and charges, with all requisite appeal periods having expired without successful appeal and the Issuer shall supply an opinion of counsel to such effect. Such rates and charges shall be sufficient to comply with the requirements of the Loan Agreement and the Issuer shall supply a certificate of Certified Public Accountant to such effect. The initial schedule of rates and charges for the services and facilities of the System shall be as set forth in the sewer rate ordinance of the Issuer enacted November 7, 2011 which rates are incorporated herein by reference as a part hereof.

So long as the Series 2013 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 2013 A Bonds shall prove to be insufficient to produce the amounts required by this Bond Legislation and the Loan Agreement, the Issuer hereby covenants and agrees that it will, to the extent or in the manner authorized by law, immediately adjust and increase such schedule of rates and charges and take all such actions necessary to provide funds sufficient to produce the amounts required by this Bond Legislation and the Loan Agreement.

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

So long as the Series 2013 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 fully pay all the Bonds Outstanding, in accordance with Article X hereof. The proceeds from any such sale, mortgage, lease or other disposition of the System shall immediately be remitted to the Commission for deposit in the Series 2013 A Bonds Sinking Fund with respect to the principal amount then Outstanding, and, with the written permission of the Authority, or in the event the Authority is no longer a Bondholder, the Issuer shall direct the Commission to apply such proceeds to the payment of principal of and interest, if any, on the Series 2013 A Bonds in accordance with Article X hereof. Any balance remaining after the payment of the Bonds and interest thereon shall be remitted to the Issuer by the Commission unless necessary for the payment of other obligations of the Issuer payable out of the revenues of the System.

The foregoing provision notwithstanding, the Issuer shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the System hereinafter determined in the manner provided herein to be no longer necessary, useful or profitable in the operation thereof. Prior to any such sale, lease or other disposition of such property, if the amount to be received therefor is not in excess of \$50,000, 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 shall be in excess of \$50,000 but not in excess of \$200,000, the Issuer shall first, determine that such property comprising a part of the System is no longer necessary, useful or profitable in the operation thereof and may then, by resolution duly adopted, authorize such sale, lease or other disposition of such property in accordance with the laws of the State. The proceeds of any such sale shall be deposited in the Renewal and Replacement Fund for repayment of the Bonds. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into such account by other provisions of this Bond Legislation.

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

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in the Section 7.06 and Section 7.07 hereof, the Issuer shall not issue any other obligations whatsoever payable from the revenues of the System which rank prior to, or equally, as to lien on and source of and security for payment from such revenues with the Series 2013 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2013 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 2013 A Bonds; provided, that no such subordinate obligations shall be issued unless all payments required to be made into all funds and accounts set forth herein have been made and are current at the time of the issuance of such subordinate obligations.

Except as provided above, the Issuer shall not create, or cause or permit to be created, any debt, lien, pledge, assignment, encumbrance or any other charge having priority over or being on a parity with the lien of the Series 2013 A Bonds, and the interest, if any, thereon, upon any of the income and revenues of the System pledged for payment of the Series 2013 A Bonds and the interest, if any, thereon in this Bond Legislation, or upon the System or any part thereof.

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

Section 7.07. Parity Bonds. So long as the Prior Bonds are Outstanding, the limitations on the issuance of parity obligations set forth in the Prior Ordinance shall be applicable. In addition, no additional Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2013 A Bonds pursuant to this Ordinance, without the prior written consent of the Authority and the DEP and without complying with the conditions and requirements herein provided (unless less restrictive than the provisions of the Prior Ordinance).

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

So long as the Series 2013 A Bonds or Prior Bonds are Outstanding, no Parity Bonds shall be issued at any time, however, unless and until there has been procured and filed with the Clerk a written statement by Independent Certified Public Accountants, reciting the conclusion that the Net Revenues actually derived, subject to the adjustment hereinafter provided for, from the System during any 12 consecutive months, within the 18 months immediately preceding the date of the actual issuance of such additional Parity Bonds, plus the estimated average increased annual Net Revenues to be received in each of the 3 succeeding years after the completion of the improvements to be financed by such Parity Bonds, if any, shall be not less than 115%, of the largest aggregate amount that will mature and become due in any succeeding Fiscal Year for principal of and interest on the following:

- (1) The Bonds then Outstanding;
- (2) Any additional Parity Bonds theretofore issued pursuant to the provisions contained in the Prior Ordinance and this Bond Legislation then Outstanding; and
- (3) The additional Parity Bonds then proposed to be issued.

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

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

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

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

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

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

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

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

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

The Issuer shall file with the Authority and the DEP, or any other original purchaser of the Series 2013 A Bonds and shall mail in each year to any Holder or Holders of the Series 2013 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 Outstanding.

The Issuer shall also, at least once a year, cause the books, records and accounts of the System to be audited by Independent Certified Public Accountants (and to the extent legally required in compliance with the applicable OMB Circular, or any successor thereof, and the Single Audit Act, or any successor thereof), and shall mail upon request, and make available generally, the report of the Independent Certified Public Accountants, or a summary thereof, to any Holder or Holders of the Series 2013 A Bonds and shall submit the report to the Authority and the DEP or any other original purchaser of the Series 2013 A Bonds. Such audit report submitted to the Authority and the DEP shall include a statement that the Issuer is in compliance with the terms and provisions of the Act and 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 and reserve requirements.

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

The Issuer shall provide the DEP with all appropriate documentation to comply with any special conditions established by federal and/or state regulations as set forth in the Loan Agreement for the Series 2013 A Bonds or any Exhibit thereto or as promulgated from time to time.

The Issuer shall permit the Authority or the DEP, or their agents and representatives, to enter and inspect the Project site and Project facilities at all reasonable times. Prior to, during and after

completion of construction and commencement of operation of the Project, the Issuer shall also provide the Authority and the DEP, or their agents and representatives, with access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and the DEP with respect to the System pursuant to the Act.

Section 7.09. Rates. Prior to the issuance of the Series 2013 A Bonds, rates or charges for the use of the services and facilities of the System will be fixed and established, all in the manner and form required by law, and a copy of such rates and charges so fixed and established shall at all times be kept on file in the office of the Clerk of the Issuer, which copy will be open to inspection by all interested parties. The schedule or schedules of rates and charges shall at all times be adequate to produce Gross Revenues from the System sufficient to pay Operating Expenses and to make the prescribed payments into the funds and accounts created hereunder. Such schedule or schedules of rates and charges shall be revised from time to time, whenever necessary, so that the aggregate of the rates and charges will be sufficient for such purposes. In order to assure full and continuous performance of this covenant with a margin for contingencies and temporary unanticipated reduction in income and revenues, the Issuer hereby covenants and agrees that the schedule or schedules of rates or charges from time to time in effect shall be sufficient, together with other revenues of the System, to meet the coverage requirements set forth in the Prior Ordinance so long as the Prior Bonds are Outstanding and thereafter, (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2013 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Series 2013 A Bonds including the Prior Bonds; provided that, in the event that, an amount equal to or in excess of the Reserve Requirement is on deposit in the Reserve Account and any reserve accounts for obligations on a parity with the Series 2013 A Bonds are funded at least at the requirement therefor, such sum need only equal 110% of the maximum amount required in any year for payment of principal of and interest, if any, on the Series 2013 A Bonds, and all other obligations secured by a lien on or payable from such revenues on a parity with, or subordinate to, the Series 2013 A Bonds.

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

Section 7.10. Operating Budget and Monthly Financial Report. The Issuer shall annually, at least 45 days preceding the beginning of each Fiscal Year, prepare and adopt by resolution a detailed, balanced budget of the estimated revenues and expenditures for operation and maintenance of the System during the succeeding Fiscal Year and shall submit a copy of such budget to the Authority and the DEP within 30 days of adoption thereof. The Issuer shall mail copies of such annual budget and all resolutions authorizing increased expenditures for operation and maintenance to the Authority and the DEP and to any Holder of any Bonds who shall file his or her address with the Issuer and request in writing that copies of all such budgets and resolutions be furnished him or her, within 30 days of adoption thereof and shall make available such budgets and all resolutions authorizing increased expenditures for operation and maintenance of the System at all reasonable times to the Authority, the DEP and any Holder of any Bonds or anyone acting for and on behalf of such Holder.

Commencing on the date contracts are executed for the acquisition and construction of the Project and for 2 years following the completion of the Project, the Issuer shall each month complete a "Monthly Financial Report," a form of which is attached to the Loan Agreement, and forward a copy of such report to the Authority and the DEP by the 20th day of each month.

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

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

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

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

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

The Issuer 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 West Virginia Water Development Authority. Following completion of the Project the Issuer shall certify to the Authority the number of customers added to the System.

Section 7.12. No Competing Franchise. To the extent legally allowable, the Issuer will not grant or cause, consent to or allow the granting of, any franchise or permit to any person, firm,

corporation, body, agency or instrumentality whatsoever for the providing of any services which would compete with services provided by the System.

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

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

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

Section 7.15. Insurance and Construction Bonds. A. The Issuer hereby covenants and agrees that so long as the Series 2013 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. In the event of any damage to or destruction of any portion of the System, the proceeds of all such insurance policies shall be placed in the Renewal and Replacement 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) WORKERS' COMPENSATION COVERAGE FOR ALL EMPLOYEES OF OR FOR THE SYSTEM ELIGIBLE THEREFOR; AND PERFORMANCE AND PAYMENT BONDS, such bonds to be in the amounts of 100% of the amount of any construction contract and to be required of each contractor contracting directly with the Issuer, and such payment bonds will be filed with the Clerk of The County Commission of the County in which such work is to be performed prior to commencement of construction of the Project in compliance with West Virginia Code, Chapter 38, Article 2, Section 39.

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

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

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

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

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

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

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

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

The Issuer will obtain all permits required by state and federal laws for the acquisition and construction of the Project, all orders and approvals from the Public Service Commission of West Virginia and the West Virginia Infrastructure and Jobs Development Council necessary for the acquisition and construction of the Project and the operation of the System and all approvals of issuance of the Series 2013 A Bonds required by State law, with all requisite appeal periods having expired without successful

appeal, except as otherwise provided in Section 1.02(L) and the Issuer shall provide an opinion of counsel to such effect.

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

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

Section 7.19. [RESERVED]

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

Section 7.21. Contracts; Change Orders; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2013 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 DEP for written approval. The Issuer shall obtain the written approval of the DEP before expending any proceeds of the Series 2013 A Bonds held in "contingency" as set forth in the Schedule attached to the certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the DEP before expending any proceeds of the Series 2013 A Bonds made available due to bid or construction or project underruns.

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

Section 7.22. Statutory Mortgage Lien. For the further protection of the Holders of the Series 2013 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 2013 A Bonds and shall be on a parity with the statutory mortgage lien in favor of the Holders of the Series 2007 A Bonds.

## ARTICLE VIII

### INVESTMENT OF FUNDS

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

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

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

Section 8.02. Certificate as to Use of Proceeds. The Issuer shall deliver a certificate as to use of proceeds or other similar certificate to be prepared by nationally recognized bond counsel relating to restrictions on the use of proceeds of the Series 2013 A Bonds as a condition to issuance of the Series 2013 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 2013 A Bonds as may be necessary in order to maintain the status of the Series 2013 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 2013 A Bonds which would cause any bonds, the interest on which is exempt from federal income taxation under Section 103(a) of the Code, issued by the Authority or the DEP, as the case may be, from which the proceeds of the Series 2013 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 or the DEP, to ensure compliance with the covenants and agreements set forth in this Section, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer shall annually furnish to the Authority information with respect to the Issuer's use of the proceeds of the Series 2013 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 2013 A Bonds:

- (1) If default occurs in the due and punctual payment of the principal of or interest, if any, on any Series 2013 A Bonds; or
- (2) If default occurs in the Issuer's observance of any of the covenants, agreements or conditions relating to the Series 2013 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2013 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, the Registrar, the Paying Agent or any other Paying Agent or a Holder of a Bond; or
- (3) If the Issuer files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America; or
- (4) If default occurs with respect to the Prior Bonds or the Prior Ordinance.

Section 9.02. Remedies. Upon the happening and continuance of any Event of Default, any Registered Owner or Holder of a Bond may exercise any available remedy and bring any appropriate action, suit or proceeding to enforce his or her rights and, in particular, (i) bring suit for any unpaid principal or interest then due; (ii) by mandamus or other appropriate proceeding enforce all rights of such Registered Owners or Bondholders including the right to require the Issuer to perform its duties under the Act and the Bond Legislation relating thereto, including but not limited to the making and collection of sufficient rates or charges for services rendered by the System; (iii) bring suit upon the Bonds; (iv) by action at law or bill in equity require the Issuer to account as if it were the trustee of an express trust for the Registered Owners or Bondholders of the Bonds; and (v) by action or bill in equity enjoin any acts in violation of the Bond Legislation with respect to the Bonds, or the rights of such Registered Owners; provided that, all rights and remedies of the Holders of the Series 2013 A Bonds shall be on a parity with those of the Holders of the 2007 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, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer, with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

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

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

## ARTICLE X

### **PAYMENT OF BONDS**

Section 10.01. Payment of Series 2013 A Bonds. If the Issuer shall pay, or there shall otherwise be paid, to the Registered Owners of the Series 2013 A Bonds, the principal of and interest, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Legislation, then the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2013 A Bonds shall thereupon cease, terminate and become void and be discharged and satisfied, except as may otherwise be necessary to assure the exclusion of interest, if any, on the Series 2013 A Bonds from gross income for federal income tax purposes.

## ARTICLE XI

### **MISCELLANEOUS**

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2013 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2013 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 2013 A Bonds shall be made without the consent in writing of the Registered Owners of the Series 2013 A Bonds so affected and then Outstanding; provided, that no change shall be made in the maturity of the Series 2013 A Bonds or the rate of interest thereon, or in the principal amount thereof, or affecting the unconditional promise of the Issuer to pay such principal and interest out of the funds herein pledged therefor without the consent of the Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2013 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 2013 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 Bonds, and no change, variation or alteration of any kind of the provisions of the Bond Legislation shall be made in any manner, except as in this Bond Legislation provided.

Section 11.03. Severability of Invalid Provisions. If any section, paragraph, clause or provision of this Ordinance should be held invalid by any court of competent jurisdiction, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the Supplemental Resolution or the Series 2013 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; Prior Ordinance. All ordinances, orders or resolutions and or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, provided that, in the event of any conflict between this Ordinance and the Prior Ordinance, the Prior Ordinance shall control (unless less restrictive), so long as the Prior Bonds are Outstanding.

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

Section 11.07. Statutory Notice and Public Hearing. Upon adoption hereof, an abstract of this Ordinance determined by the Governing Body to contain sufficient information as to give notice of the contents hereof shall be published once a week for 2 successive weeks within a period of fourteen consecutive days, with at least 6 full days intervening between each publication, in the *Weirton Daily Times* and *Brooke County Review*, newspapers 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 2013 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.

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Section 11.08. Effective Date. This Ordinance shall take effect immediately following public hearing and adoption by Council on third reading hereon.

Passed on First Reading: July 8, 2013

Passed on Second Reading: August 12, 2013

Passed on Final Reading  
Following Public Hearing: September 9, 2013

  
\_\_\_\_\_  
Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Governing Body of the CITY OF WEIRTON on the 9th day of September, 2013.

Dated: September 25, 2013.

[SEAL]

  
Clerk

CITY OF WEIRTON

Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

SUPPLEMENTAL RESOLUTION

SUPPLEMENTAL RESOLUTION PROVIDING AS TO PRINCIPAL AMOUNTS, DATES, MATURITY DATES, REDEMPTION PROVISIONS, INTEREST RATES, INTEREST AND PRINCIPAL PAYMENT DATES, SALE PRICES AND OTHER TERMS OF THE SEWER REVENUE BONDS, SERIES 2013 A (WEST VIRGINIA SRF 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 City Council (the "Governing Body") of the City of Weirton (the "Issuer" or "Governmental Agency") has duly and officially adopted and enacted a bond ordinance, effective September 9, 2013 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE PAYMENT OF THE PRIOR NOTES AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF WEIRTON OF NOT MORE THAN \$6,300,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2013 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 LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISIONS OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

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

WHEREAS, the Bond Ordinance provides for the issuance of the Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), in an aggregate principal amount not to exceed \$6,300,000 (the "Series 2013 A Bonds");

WHEREAS, the Bond Ordinance has authorized the execution and delivery of a Loan Agreement relating to the Series 2013 A Bonds, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), (the "Loan Agreement"), all in accordance with Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"); and in the Bond Ordinance it is provided that the form of the Loan Agreement and the exact principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale prices and other terms of the Series 2013 A Bonds should be established by a supplemental resolution pertaining to the Series 2013 A Bonds; and that other matters relating to the Series 2013 A Bonds be herein provided for;

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

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

WHEREAS, the Governing Body deems it essential and desirable that this supplemental resolution (the "Supplemental Resolution") be adopted, that the Loan Agreement be approved and ratified by the Issuer, that the exact principal amounts, the dates, the maturity dates, the redemption provisions, the interest rates, the interest and principal payment dates and the sale prices of the Series 2013 A Bonds be fixed hereby in the manner stated herein, and that other matters relating to the Series 2013 A 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 Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the original aggregate principal amount of \$5,904,000. The Series 2013 A Bonds shall be dated the date of delivery thereof, shall finally mature June 1, 2035 and shall bear interest at the rate of two percent (2.0%) per annum. The principal of the Series 2013 A Bonds shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2015 to and including June 1, 2035, and the interest installments shall be payable quarterly on March 1, June 1, September 1 and December 1 in each year, beginning September 1, 2015 to and including June 1, 2035 all in the amounts as set forth in the "Schedule Y" attached to the Loan Agreement for the Series 2013 A Bonds and incorporated in and made a part of the Series 2013 A Bonds. The Series 2013 A Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the interest and redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the Registered Owner of the Series 2013 A Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to 1.0% of the principal amount of the Series 2013 A Bonds set forth in "Schedule Y" attached to the Loan Agreement.

Section 2. All other provisions relating to the Series 2013 A Bonds and the text of each series of the Series 2013 A Bonds shall be in substantially the forms provided in the Bond Ordinance.

Section 3. The Issuer does hereby authorize, approve, ratify and accept the Loan Agreement, a copy of which is incorporated herein by reference, and the execution and delivery of the Loan Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the applications to the DEP and the Authority. The price of the Series 2013 A Bonds shall be 100% of par value, there being no interest accrued thereon, provided that the proceeds of the Series 2013 A 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 of Charleston, West Virginia, to serve as Registrar (the "Registrar") for the Series 2013 A Bonds under the Bond Ordinance and does approve and accept the Registrar's Agreement to be dated the date of delivery of the Series 2013 A Bonds, by and between the Issuer and the Registrar, and the execution and delivery of the Registrar's Agreement by the Mayor, and the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, approved and directed.

Section 5. The Issuer does hereby appoint and designate the West Virginia Municipal Bond Commission, Charleston, West Virginia, to serve as Paying Agent for the Series 2013 A Bonds under the Bond Ordinance.

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

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

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

Section 9. Proceeds of the Series 2013 A Bonds in the amount of \$963,577 will be deposited with United Bank, Inc. to pay the Prior Notes.

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

Section 11. The Mayor and the Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Series 2013 A Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Series 2013 A Bonds may be delivered on or about September 25, 2013, to the Authority pursuant to the Loan Agreement.

Section 12. The acquisition and construction of the Project and the financing thereof with proceeds of the Series 2013 A Bonds are in the public interest, serve a public purpose of the Issuer and will promote the health, welfare and safety of the residents of the Issuer.

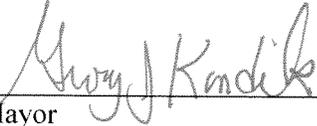
Section 13. The Sanitary Board is hereby authorized to review and draw requests to the DEP for the payment of invoices on the Project.

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

Section 15. This Supplemental Resolution shall be effective immediately following adoption hereof.

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Adopted this 9th day of September, 2013.

  
\_\_\_\_\_  
Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Weirton on the 9th day of September, 2013.

Dated: September 25, 2013.

[SEAL]

  
Clerk

949750.00013

SRF-LP-1  
(07/13)

LOAN AGREEMENT

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

CITY OF WEIRTON (2011S-1300/C-544528)  
(Local Government)

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE I

### Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### The Project and the System

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

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

2.3 All real estate and interests in real estate and all personal property constituting the Project and the Project site heretofore or hereafter acquired shall at all

times be and remain the property of the Local Government, subject to any mortgage lien or other security interest as is provided for in the Local Statute unless a sale or transfer of all or a portion of said property is approved by DEP and the Authority.

2.4 The Local Government agrees that the Authority and DEP and their respective duly authorized agents shall have the right at all reasonable times to enter upon the Project site and Project facilities and to examine and inspect the same. The Local Government further agrees that the Authority and DEP and their respective duly authorized agents shall, prior to, during and after completion of construction and commencement of operation of the Project, have such rights of access to the System site and System facilities as may be reasonably necessary to accomplish all of the powers and rights of the Authority and DEP with respect to the System pursuant to the pertinent provisions of the Act.

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

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

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

2.8 The Local Government shall require that each of its contractors and all subcontractors maintain, during the life of the construction contract, workers' compensation coverage, public liability insurance, property damage insurance and

vehicle liability insurance in amounts and on terms satisfactory to the Authority and DEP and shall verify or have verified such insurance prior to commencement of construction. Until the Project facilities are completed and accepted by the Local Government, the Local Government or (at the option of the Local Government) the contractor shall maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Local Government, the prime contractor and all subcontractors, as their interests may appear. If facilities of the System which are detrimentally affected by flooding are or will be located in designated special flood or mudslide-prone areas and if flood insurance is available at a reasonable cost, a flood insurance policy must be obtained by the Local Government on or before the Date of Loan Closing, as hereinafter defined, and maintained so long as any of the Local Bonds are outstanding. Prior to commencing operation of the Project, the Local Government must also obtain, and maintain so long as any of the Local Bonds are outstanding, business interruption insurance if available at a reasonable cost.

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

2.10 The Local Government shall require the Consulting Engineers to submit the final or updated Operation and Maintenance Manual, if necessary as defined in the SRF Regulations, to DEP when the Project is 90% completed. The Local Government shall at all times provide operation and maintenance of the System in compliance with any and all State and federal standards. The Local Government shall employ a state certified plant operator prior to the Project being 50% complete and notify the DEP of such employment. The Local Government shall retain the operator(s) to operate the System during the entire term of this Loan Agreement.

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

2.12 The Local Government, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project, shall each month complete a Monthly Financial Report, the form of which is attached hereto as Exhibit B and incorporated herein by reference, and forward a copy by the 20<sup>th</sup> of each month to DEP and the Authority.

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

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

### ARTICLE III

#### Conditions to Loan; Issuance of Local Bonds

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

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

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

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

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

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

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

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

(h) The Local Government shall have obtained any and all approvals of rates and charges required by State law and shall have taken any other action required to establish and impose such rates and charges (imposition of such rates and charges is not, however, required to be effective until completion of construction of the Project), with all requisite appeal periods having expired without successful appeal, and the Authority and DEP shall have received an opinion of counsel to the Local Government, which may be local counsel to the Local Government, bond counsel or special PSC counsel but must be satisfactory to the Authority and DEP, to such effect;

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

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

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

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

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

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

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

#### ARTICLE IV

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

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

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

(i) to pay Operating Expenses of the System;

(ii) to the extent not otherwise limited by any outstanding loan resolution, indenture or other act or document and beginning on the date set forth in Schedule X, to provide debt service on the Local Bonds by depositing in a sinking fund one-third (1/3) of the interest payment next coming due on the Local Bonds and one-third (1/3) of the principal payment next coming due on the Local Bonds and, beginning three (3) months prior to the first date of payment of principal of the Local Bonds, if the

reserve account for the Local Bonds (the "Reserve Account") was not funded from proceeds of the Local Bonds or otherwise concurrently with the issuance thereof in an amount equal to the maximum amount of principal and interest which will come due on the Local Bonds in the then current or any succeeding year (the "Reserve Requirement"), by depositing in the Reserve Account an amount not less than one-twelfth (1/12) of one-tenth (1/10) of the Reserve Requirement or, if the Reserve Account has been so funded (whether by Local Bond proceeds, monthly deposits or otherwise), any amount necessary to maintain the Reserve Account at the Reserve Requirement;

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

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

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

(b) Covenants substantially as follows:

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

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

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

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

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

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

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

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

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

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

(xi) That the Local Government shall annually cause the records of the System to be audited by an independent certified public accountant or independent public accountant and shall submit the report of said audit to the Authority and DEP, which report shall include a statement that notes whether the results of tests disclosed instances of noncompliance that are required to be reported under government auditing standards and, if they are, describes the instances of noncompliance and the audited financial statements shall include a statement that notes whether the Local Government's revenues are adequate to meet its Operating Expenses and debt service and reserve requirements;

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

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

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

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

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

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

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

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

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

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

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

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

4.3 At least five percent (5%) of the proceeds of the Local Bonds will be advanced on the Date of Loan Closing. The remaining proceeds of the Local Bonds shall be advanced by the DEP monthly as required by the Local Government to pay Costs of the Project, provided, however, if the proceeds of the Local Bonds will be used to repay an interim financing, the proceeds will be advanced on a schedule mutually agreeable to the Local Government, the DEP and the Authority. The Local Bonds shall not bear interest during the construction period but interest shall commence accruing on the completion date as defined in the SRF Regulations, provided that the annual repayment of principal and payment of interest shall begin not later than one (1) year after the completion date. The repayment of principal and interest on the Local Bonds shall be as set forth on Schedule Y hereto. In no event shall the interest rate on or the net interest cost of the Local Bonds exceed any statutory limitation with regard thereto.

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

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

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

## ARTICLE V

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

5.1 The Local Government hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Loan Agreement and the Local Act. The Local Government hereby further irrevocably covenants and agrees that, as one of the conditions of the Authority to make the Loan, it has fixed and collected, or will fix and collect, the rates, fees and other charges for the use of the System and will take all such actions necessary to provide funds sufficient to produce the required sums set forth in the Local Act and in compliance with the provisions of Subsections 4.1(a) and 4.1(b)(ii) hereof.

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

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

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

## ARTICLE VI

### Other Agreements of the Local Government

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

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

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

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

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

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

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

## ARTICLE VII

### Miscellaneous

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

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

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

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

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

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

7.7 This Loan Agreement shall terminate upon the earlier of:

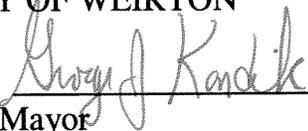
(i) written notice of termination to the Local Government from either the Authority or DEP; or

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

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

CITY OF WEIRTON

(SEAL)

By:   
Its: Mayor  
Date: September 25, 2013

Attest:

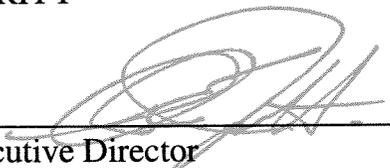
  
Its: Clerk

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

By:   
Its: Director  
Date: September 25, 2013

WEST VIRGINIA WATER DEVELOPMENT AUTHORITY

(SEAL)

By:   
Its: Executive Director  
Date: September 25, 2013

Attest:

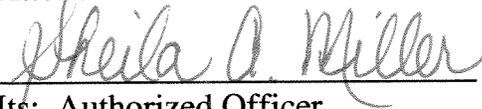
  
Its: Authorized Officer

EXHIBIT A

FORM OF PERFORMANCE CERTIFICATE

[To Be Provided By DEP]

**EXHIBIT B**

**MONTHLY FINANCIAL REPORT**

**Name of Local Government** \_\_\_\_\_

**Name of Bond Issue(s)** \_\_\_\_\_

**Type of Project** \_\_\_\_\_ **Water** \_\_\_\_\_ **Wastewater** \_\_\_\_\_

**Fiscal Year** \_\_\_\_\_ **Report Month** \_\_\_\_\_

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

\_\_\_\_\_  
**Name of Person Completing Form**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Telephone**

## INSTRUCTIONS FOR COMPLETING MONTHLY FINANCIAL REPORT

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

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

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

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

**The Local Government must complete the Monthly Financial Report and forward it to the Water Development Authority by the 20<sup>th</sup> day of each month, commencing on the date contracts are executed for the acquisition or construction of the Project and for two years following the completion of acquisition or construction of the Project.**

EXHIBIT C

PAYMENT REQUISITION FORM

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

EXHIBIT D

FORM OF CERTIFICATE OF CONSULTING ENGINEER

\_\_\_\_\_  
(Issuer)

(Name of Bonds)

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

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

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

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

and my firm<sup>1</sup> has ascertained that all successful bidders have made required provisions for all insurance and payment and performance bonds and that such insurance policies or binders and such bonds have been verified for accuracy; (iv) the successful bidders received any and all addenda to the original bid documents; (v) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain all critical operational components of the Project; (vi) the successful bids include prices for every item on such bid forms; (vii) the uniform bid procedures were followed; (viii) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the Project and operation of the System; (ix) as of the effective date thereof<sup>2</sup>, the rates and charges for the System as adopted by the Issuer will be sufficient to comply with the provisions of the Funding Assistance Agreement; (x) the net proceeds of the Bonds, together with all other moneys on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; (xi) the Project was designed and will be constructed in compliance with the provisions of West Virginia Code Chapter 22, Article 29; and (xii) attached hereto as Exhibit A is the final amended "Schedule A - Total Cost of Project; Sources of Funds and Cost of Financing" for the Project.

4. The Project will serve \_\_\_\_\_ new customers in the \_\_\_\_\_ area.

WITNESS my signature and seal on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

By \_\_\_\_\_  
West Virginia License No.

[SEAL]

\_\_\_\_\_  
<sup>1</sup>If another responsible party, such as the Issuer’s attorney, reviews the insurance and payment bonds, then insert the following: [and in reliance upon the opinion of \_\_\_\_\_, Esq.] and delete “my firm has ascertained that”.

<sup>2</sup>If the Rule 42 Exhibit and/or rate structure was prepared by an accountant, then insert the following: “In reliance upon the certificate of \_\_\_\_\_ of even date herewith,” at the beginning of (ix).

## EXHIBIT E

### SPECIAL CONDITIONS

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

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

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

EXHIBIT F

MONTHLY PAYMENT FORM

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

Re: [Name of bond issue]

Ladies and Gentlemen:

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

Sinking Fund:

Interest \$

Principal \$

Total: \$

Reserve Account: \$

Witness my signature this \_\_\_ day of \_\_\_\_\_.

[Name of Local Government]

By: \_\_\_\_\_  
Authorized Officer

Enclosure: copy of check(s)

EXHIBIT G

OPINION OF BOND COUNSEL FOR LOCAL GOVERNMENT

[To Be Dated as of Date of Loan Closing]

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

West Virginia Department of Environmental Protection  
601 57<sup>th</sup> Street  
Charleston, WV 25304

Ladies and Gentlemen:

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

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

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

We have also examined the applicable provisions of \_\_\_\_\_ of the Code of West Virginia, 1931, as amended (the "Local Statute"), and the bond \_\_\_\_\_ duly adopted or enacted by the Local Government on \_\_\_\_\_, as supplemented by the supplemental

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

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

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

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

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

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

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

or gross revenues of the System, all in accordance with the terms of the Local Bonds and the Local Act.

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

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

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

Very truly yours,

## SCHEDULE X

### DESCRIPTION OF LOCAL BONDS

Principal Amount of Local Bonds	\$5,904,000
Purchase Price of Local Bonds	\$5,904,000

The Local Bonds shall bear interest at a rate of 2% per annum. Commencing September 1, 2015, principal and interest of the Local Bonds is payable quarterly, with an administrative fee of 1%. Quarterly payments will be made on March 1, June 1, September 1 and December 1 of each year as set forth on the Schedule Y attached hereto and incorporated herein by reference.

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

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

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

As of the date of the Loan Agreement, the Local Bonds are on a parity as to liens, pledge and source of and security for payment with the following obligations of the Local Government: City of Weirton Sewer Revenue Bond, Series 2007 A (West Virginia SRF Program), dated April 11, 2007, issued in the original aggregate principal amount of \$4,199,404.

Number of New Customers: 0  
Location: Weirton, Hancock Co., WV

**SCHEDULE Y**  
**DEBT SERVICE SCHEDULE**

<b>Bond Debt Service</b>				
City of Weirton				
CW SRF				
\$5,904,000				
20 Years				
2.0% Interest Rate, 1.0% Administrative Fee				
	Dated Date		9/25/2013	
	Delivery Date		9/25/2013	
Period Ending	Principal	Coupon	Interest	Debt Service
9/1/2015	60,203	2.000%	29,520.00	89,723.00
12/1/2015	60,504	2.000%	29,218.99	89,722.99
3/1/2016	60,807	2.000%	28,916.47	89,723.47
6/1/2016	61,111	2.000%	28,612.43	89,723.43
9/1/2016	61,416	2.000%	28,306.88	89,722.88
12/1/2016	61,724	2.000%	27,999.80	89,723.80
3/1/2017	62,032	2.000%	27,691.18	89,723.18
6/1/2017	62,342	2.000%	27,381.02	89,723.02
9/1/2017	62,654	2.000%	27,069.31	89,723.31
12/1/2017	62,967	2.000%	26,756.04	89,723.04
3/1/2018	63,282	2.000%	26,441.20	89,723.20
6/1/2018	63,599	2.000%	26,124.79	89,723.79
9/1/2018	63,917	2.000%	25,806.80	89,723.80
12/1/2018	64,236	2.000%	25,487.21	89,723.21
3/1/2019	64,557	2.000%	25,166.03	89,723.03
6/1/2019	64,880	2.000%	24,843.25	89,723.25
9/1/2019	65,205	2.000%	24,518.85	89,723.85
12/1/2019	65,531	2.000%	24,192.82	89,723.82
3/1/2020	65,858	2.000%	23,865.17	89,723.17
6/1/2020	66,187	2.000%	23,535.88	89,722.88
9/1/2020	66,518	2.000%	23,204.94	89,722.94
12/1/2020	66,851	2.000%	22,872.35	89,723.35
3/1/2021	67,185	2.000%	22,538.10	89,723.10
6/1/2021	67,521	2.000%	22,202.17	89,723.17
9/1/2021	67,859	2.000%	21,864.57	89,723.57
12/1/2021	68,198	2.000%	21,525.27	89,723.27
3/1/2022	68,539	2.000%	21,184.28	89,723.28
6/1/2022	68,882	2.000%	20,841.59	89,723.59
9/1/2022	69,226	2.000%	20,497.18	89,723.18
12/1/2022	69,572	2.000%	20,151.05	89,723.05
3/1/2023	69,920	2.000%	19,803.19	89,723.19
6/1/2023	70,270	2.000%	19,453.59	89,723.59
9/1/2023	70,621	2.000%	19,102.24	89,723.24
12/1/2023	70,974	2.000%	18,749.13	89,723.13
3/1/2024	71,329	2.000%	18,394.26	89,723.26
6/1/2024	71,686	2.000%	18,037.62	89,723.62
9/1/2024	72,044	2.000%	17,679.19	89,723.19
12/1/2024	72,404	2.000%	17,318.97	89,722.97
3/1/2025	72,766	2.000%	16,956.95	89,722.95
6/1/2025	73,130	2.000%	16,593.12	89,723.12
9/1/2025	73,496	2.000%	16,227.47	89,723.47
12/1/2025	73,863	2.000%	15,859.99	89,722.99

**Bond Debt Service**

City of Weirton

CW SRF

\$5,904,000

20 Years

2.0% Interest Rate, 1.0% Administrative Fee

<b>Period Ending</b>	<b>Principal</b>	<b>Coupon</b>	<b>Interest</b>	<b>Debt Service</b>
3/1/2026	74,233	2.000%	15,490.67	89,723.67
6/1/2026	74,604	2.000%	15,119.51	89,723.51
9/1/2026	74,977	2.000%	14,746.49	89,723.49
12/1/2026	75,352	2.000%	14,371.60	89,723.60
3/1/2027	75,729	2.000%	13,994.84	89,723.84
6/1/2027	76,107	2.000%	13,616.20	89,723.20
9/1/2027	76,488	2.000%	13,235.66	89,723.66
12/1/2027	76,870	2.000%	12,853.22	89,723.22
3/1/2028	77,255	2.000%	12,468.87	89,723.87
6/1/2028	77,641	2.000%	12,082.60	89,723.60
9/1/2028	78,029	2.000%	11,694.39	89,723.39
12/1/2028	78,419	2.000%	11,304.25	89,723.25
3/1/2029	78,811	2.000%	10,912.15	89,723.15
6/1/2029	79,205	2.000%	10,518.10	89,723.10
9/1/2029	79,601	2.000%	10,122.07	89,723.07
12/1/2029	79,999	2.000%	9,724.07	89,723.07
3/1/2030	80,399	2.000%	9,324.07	89,723.07
6/1/2030	80,801	2.000%	8,922.08	89,723.08
9/1/2030	81,205	2.000%	8,518.07	89,723.07
12/1/2030	81,611	2.000%	8,112.05	89,723.05
3/1/2031	82,019	2.000%	7,703.99	89,722.99
6/1/2031	82,429	2.000%	7,293.90	89,722.90
9/1/2031	82,842	2.000%	6,881.75	89,723.75
12/1/2031	83,256	2.000%	6,467.54	89,723.54
3/1/2032	83,672	2.000%	6,051.26	89,723.26
6/1/2032	84,090	2.000%	5,632.90	89,722.90
9/1/2032	84,511	2.000%	5,212.45	89,723.45
12/1/2032	84,933	2.000%	4,789.90	89,722.90
3/1/2033	85,358	2.000%	4,365.23	89,723.23
6/1/2033	85,785	2.000%	3,938.44	89,723.44
9/1/2033	86,214	2.000%	3,509.52	89,723.52
12/1/2033	86,645	2.000%	3,078.45	89,723.45
3/1/2034	87,078	2.000%	2,645.22	89,723.22
6/1/2034	87,514	2.000%	2,209.83	89,723.83
9/1/2034	87,951	2.000%	1,772.26	89,723.26
12/1/2034	88,391	2.000%	1,332.51	89,723.51
3/1/2035	88,833	2.000%	890.55	89,723.55
6/1/2035	89,277	2.000%	446.39	89,723.39
	<b>5,904,000</b>		<b>1,273,864.39</b>	<b>** 7,177,864.39</b>

\*\* to include a quarterly administrative fee of \$7961.66 that reflects a total administrative expense of \$636,932.80 over the life of the loan.



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

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

September 6, 2013

Via Hand Delivery

03:15 PM SEP 06 2013 PSC EXEC SEC DIV

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

**CASE NO.: 13-0295-S-CN**

**CITY OF WEIRTON**

Dear Ms. Squire:

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

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

Best Regards,

A handwritten signature in black ink, appearing to read 'John C. Stump', written over a horizontal line.

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

Enclosures



Griffith & Associates, PLLC

Accountants & Consultants

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA

CASE NO. 13-0295-S-CN  
CITY OF WEIRTON,  
a municipality, Hancock County.

03:15 PM SEP 06 2013 PSC EXEC SEC DIV

Application for a certificate of convenience and necessity for construction, operation and maintenance of improvements to the City's existing sewer system and for approval of financing related thereto.

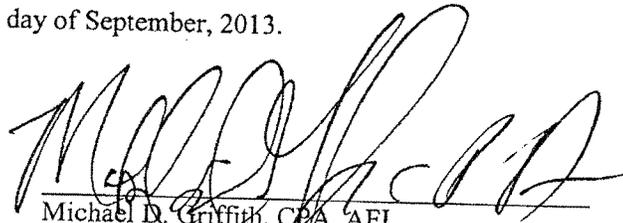
STATE OF WEST VIRGINIA  
COUNTY OF LINCOLN, TO-WIT:

AFFIDAVIT

We have reviewed the Recommended Decision entered July 10, 2013 which became a Final Order on July 30, 2013 of the Public Service Commission of West Virginia in Case No. 13-0295-S-CN approving a total project cost of \$5,904,000 and the financing consisting of consisting of a Department of Environmental Protection Clean Water State Revolving Fund loan in the amount of \$5,904,000 at 2% interest and 1% administrative fee for 20 years.

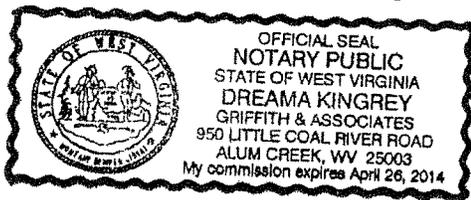
Based upon all the information that has been provided, to date, we are of the opinion that the rates and charges are not affected by the revised total project cost of \$5,978,537 and funding consisting of a Department of Environmental Protection Clean Water State Revolving Fund loan in the amount of \$5,904,000 at 2% interest and 1% administrative fee for 20 years and a contribution from the Sanitary Board in the amount of \$74,537.

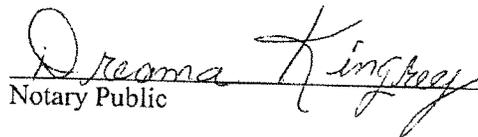
This Affidavit is executed on the 6th day of September, 2013.

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

Taken, subscribed and sworn to before me this 6th day of September, 2013.

My commission expires April 26, 2014.



  
Notary Public

Michael D. Griffith, CPA, AFI  
[mgriffith@gcorpww.com](mailto:mgriffith@gcorpww.com)

950 Little Coal River Road Alum Creek, WV 25003  
Phone: (304) 756.3600 Facsimile: (304) 756.2911

PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON

FINAL

7/30/2013

Entered: July 10, 2013

CASE NO. 13-0295-S-CN

**CITY OF WEIRTON**

a municipality, Hancock County,

Application for a certificate of convenience and necessity for the construction, operation and maintenance of improvements to the City's existing sewer system and for approval of financing related thereto.

RECOMMENDED DECISION

This Recommended Decision grants the application for a certificate of convenience and necessity filed by the City of Weirton for the construction, operation and maintenance of improvements to the City of Weirton's existing sewer system and approves the proposed financing for the project.

PROCEDURE

On February 25, 2013, the City of Weirton (Applicant/City), Hancock County, West Virginia, filed an application with the Public Service Commission of West Virginia (Commission) for a certificate of convenience and necessity

By Commission Referral Order entered on March 5, 2013, this case was referred to the Division of Administrative Law Judges for a decision to be rendered on or before July 10, 2013, if there is no substantial protest to the certificate application within thirty (30) days after the required notice to the public has been provided. If substantial protest to the certificate application is received within the thirty (30) day period after the required notice to the public has been provided, the Administrative Law Judge is required to render the decision on or before August 9, 2013.

On March 11, 2013, the Applicant filed an affidavit of publication from the *Brooke County Review*, a newspaper of general circulation in Brooke County, West Virginia, published in Wellsburg, West Virginia, which established that the Notice of Filing was published therein, as a legal notice, on March 8, 2013. The Applicant also filed an affidavit of publication from *The Weirton Daily Times*, a newspaper published in the City of Weirton, State of West Virginia,

which established that the Notice of Filing was published therein, as a legal notice, on March 6, 2013.

On March 27, 2013, Staff Attorney Linda S. Bouvette, of the Commission's Legal Division, filed the Initial Joint Staff Memorandum, along with the Utilities and Engineering Divisions Initial Memorandum, prepared by Utilities Analyst Karen Buckley, of the Commission's Utilities Division, and Jim Weimer, P.E., of the Commission's Engineering Division. Staff reported that, during its initial review of the City's application, deficiencies were noted with the City's Rule 42 Exhibit. Those deficiencies were explained in the Utilities and Engineering Divisions Initial Memorandum. Staff also requested that the Applicant file its Clean Water State Revolving Fund (CWSRF) funding letter as soon as it becomes available. Mr. Weimer indicated that a data request will be filed by the Engineering Division seeking clarification of certain project-related information. However, Mr. Weimer requested that the Applicant provide a detailed cost breakdown for the \$200,000 reimbursement to the City for the emergency project within twenty (20) days of receipt of this memorandum. Staff Attorney Bouvette agreed that additional documentation and responses would be required from the Applicant prior to Staff making its final recommendations in this case. She indicated that a data request would be filed simultaneously with the Initial Joint Staff Memorandum.

Also on March 27, 2013, Staff Attorney Bouvette filed Staff's first set of interrogatories and data requests to the City. Therein, the Applicant was required to file its responses as soon as possible but no later than noon, April 16, 2013.

On March 29, 2013, the Applicant filed a partial response to Staff's first set of interrogatories and data requests. The Applicant responded to the first two (2) of Staff's requests and indicated that a response to Staff requests No. 3 and No. 4 would be filed no later than April 16, 2013.

Also on March 29, 2013, the Applicant filed the United States Postal Service return service cards evidencing receipt of the certified mailing of the Applicant's "Notice of Filing" by Brooke County Public Service District and Hancock County Public Service District. The Applicant explained that the "Notice of Filing" was also mailed to Hanover Township Sewer Authority. However, the United States Postal Service return service card from the Applicant's mailing of the "Notice of Filing" to the Hanover Township Sewer Authority was unsigned and undated as to its delivery. The Applicant reported that a duplicate copy of the "Notice of Filing" was transmitted via FAX to the Hanover Township Sewer Authority that day to assure its receipt of the notice.

On April 9, 2013, Staff Attorney Bouvette filed Staff's second set of interrogatories and data requests to the Applicant. The filing contained thirteen (13) specific requests and required that the Applicant file its responses to the requests as soon as possible, but no later than noon, April 29, 2013.

On April 16, 2013, the Applicant filed its remaining responses to Staff's first set of interrogatories and data requests. The Applicant previously responded to the first two (2) of the

specific requests contained in Staff's March 27, 2013 filing. This filing by the Applicant contained responses to Staff requests No. 3 and No. 4. The Applicant stated that, "With this filing, together with the City's Partial Response filed on March 29, 2013, the City has fully responded to the Staff's first data requests."

On April 29, 2013, the Applicant filed responses to Staff's second set of interrogatories and data requests.

On May 7, 2013, Staff Attorney Bouvette filed Staff's third set of interrogatories and data requests to the Applicant. The Staff Attorney requested that the Applicant file its responses as soon as possible, but no later than noon, May 27, 2013.

On May 28, 2013, Staff Attorney Bouvette filed the Final Joint Staff Memorandum along with the Utilities and Engineering Divisions Final Recommendation, prepared by Ms. Buckley and Mr. Weimer. The City of Weirton proposes to construct improvements to its existing sewer system pursuant to Administrative Order No. 7007 of the West Virginia Department of Environmental Protection. The proposed improvements include the replacement of the existing collection system from the Fifth Street Pump Station to the wastewater treatment plant to permit the handling of excess flows at the Fifth Street Pump Station. Approximately 25,000 linear feet of sixteen-inch force main will be installed from the Fifth Street Pump Station to the wastewater treatment plant which will be used to pump the flow entering the Fifth Street Pump Station back to the wastewater treatment plant. The project also includes upgraded pumps and controls at the Fifth Street Pump Station as well as the installation of an odor control plan. Ms. Buckley explained the proposed financing. She recommended that the Commission's approval be conditioned on the requirement that, if there are changes in the plans or scope of the project, the City of Weirton seek Commission approval of such changes. Further, should there be changes in the project costs or financing which result in changes in the rates to be charged associated with the proposed project, the City of Weirton must seek Commission approval of those changes. However, if there are no changes in project-related rates, the City of Weirton need not seek further Commission approval of such changes in project costs or financing. In such case, the City of Weirton should be required to file an affidavit executed by its certified public accountant verifying that its rates and charges are not affected. The Utilities Division also recommended that the City of Weirton be required to promptly file a copy of the engineer's certified tabulation of bids for all contracts associated with this project.

Mr. Weimer, of the Commission's Engineering Division recommended that the certificate application be granted and the project be approved, subject to further review by the City of Weirton of the potential risks to those customers in the area where sewer installation will occur to determine whether any additional steps need to be taken to ensure that business customers will not face undue inconvenience during project installation along State Route 2. Mr. Weimer also recommended that the City of Weirton consider adopting the Berkeley County Public Service District project document requirements, to ensure accurate installation and location data on infrastructure is available to future City managers and engineers. Mr. Weimer concluded that the proposed project addressed many of the sanitary problems experienced by the City of Weirton and would assist the City of Weirton in meeting the requirements of its West Virginia

Department of Environmental Protection Long Term Control Plan. Mr. Weimer also concluded that the installed cost per customer for this project was very reasonable.

Also on May 28, 2013, the City filed responses to Commission Staff's third set of data requests and interrogatories.

### DISCUSSION

Commission Staff recommended approval of the City of Weirton's certificate application and that recommendation, along with several additional recommendations, was clearly set forth in the Staff reports. The Staff memoranda and reports were sent by mail to the City of Weirton on May 28, 2013. No response to the Staff memoranda was received from the District.

Furthermore, the record reflects that the Notice of Filing was properly published as a Class I legal notice, as directed in the Commission's February 25, 2013 Order. The Notice of Filing required that public protests or requests for intervention regarding the City of Weirton's certificate application be filed with the Public Service Commission of West Virginia within thirty (30) days of the date of publication of the Notice of Filing. The City of Weirton subsequently filed affidavits of publication demonstrating that publication of the Notice of Filing occurred on March 8, 2013, in the *Brooke County Review* and on March 6, 2013, in *The Weirton Daily Times*. The record in this case also shows that notice to resale customers was also given by the City of Weirton. The record reflects that no public protests and no requests to intervene were filed in this matter during the thirty (3) day public protest period or as of the date of this Order. Therefore, it is reasonable to conclude that there is no objection from the public to the issuance of a certificate of convenience and necessity for the City of Weirton to construct the sewage collection and treatment system repairs and improvements to its existing sewage system, as specifically described in the City of Weirton's certificate application.

### FINDINGS OF FACT

1. The City of Weirton filed an application with the Public Service Commission of West Virginia for a certificate of convenience and necessity to construct repairs and improvements to its existing sanitary sewer collection and treatment facilities to serve customers within its municipal boundaries, as well as resale sewage treatment customers in Brooke and Hancock Counties, West Virginia, and its resale customer in a neighboring area of Pennsylvania. (See, application filed February 25, 2013).

2. The total project cost is estimated to be \$5,904,000. (See, certificate application filed February 25, 2013).

3. The City of Weirton published the Notice of Filing regarding this certificate application as a legal notice in the *Brooke County Review* on March 8, 2013, and *The Weirton Daily Times* on March 6, 2013. (See, March 11, 2013 filing).

4. The City of Weirton notified the Brooke County Public Service District, one of its resale customers, of the filing of its certificate application, by mailing the resale customer a copy of the Notice of Filing, by certified mail. The Brooke County Public Service District received the mailing on March 12, 2013. (See, March 29, 2013 filing).

5. The City of Weirton notified Hancock County Public Service District, one of its resale customers, of the filing of its certificate application, by mailing the resale customer a copy of the Notice of Filing, by certified mail. Hancock County Public Service received the mailing on March 12, 2013. (See, March 29, 2013 filing).

6. The City of Weirton notified Hanover Township Sewer Authority, one of its resale customers, of the filing of its certificate application, by mailing the resale customer a copy of the Notice of Filing, by certified mail. The Notice of Filing was also sent to Hanover Township Sewer Authority by FAX transmission on March 29, 2013, because the United States Postal Service domestic return receipt addressed to Hanover Township Sewer Authority was returned to the City of Weirton without a signature or date of receipt. (See, March 29, 2013 filing).

7. No protests or requests to intervene were filed with the Public Service Commission, either within the thirty (30) day period permitted by the Notice of Filing or as of the date of the issuance of this Recommended Decision. (See, Commission Notice of Filing Order issued on February 25, 2013; case file generally).

8. The project proposed by the City of Weirton will be financed through a West Virginia Department of Environmental Protection Clean Water State Revolving Fund loan in the amount of \$5,904,000, at an annual interest rate of 2%, with an annual administrative fee of 1%, for a term of twenty (20) years. The funding has been committed. (See, certificate application filed February 25, 2013; April 16, 2013 filing).

9. The project includes installation of 180 feet of eight (8) inch gravity main, 610 feet of ten (10) inch gravity main, 25,000 feet of sixteen (16) inch force main with necessary manholes and appurtenances. The project also includes the upgrade of pumps and controls in the Fifth Street Pump Station and the addition of an odor control system. (See, certificate application filed February 25, 2013; Staff memoranda filed May 28, 2013).

10. The project will eliminate current sewage discharges to the Ohio River and the costs associated with chlorination and dechlorination of those flows. (See, certificate application filed February 25, 2013; Staff memoranda filed May 28, 2013).

11. The project will improve the City of Weirton's ability to efficiently transport sewage to the wastewater treatment plant and to meet the requirements of the West Virginia Department of Environmental Protection's Long Term Control Plan. The project will reduce the many failures of the current force main and provide a modern lift station design with additional monitoring capability. (See, Utilities and Engineering Divisions Final Recommendation filed May 28, 2013).

12. The cost impact of these major system improvements is minimal to all City of Weirton customers. (See, Utilities and Engineering Divisions Final Recommendation filed May 28, 2013).

13. The installed cost of the improvements per existing customer (based upon the total customer base served of 10,362) is approximately \$570.00. (See, Utilities and Engineering Divisions Final Recommendation filed May 28, 2013).

14. The City of Weirton is required to construct the proposed sewer system improvements pursuant to the requirements of West Virginia Department of Environmental Protection Administrative Order No. 7077. (See, Utilities and Engineering Divisions Final Recommendation filed May 28, 2013).

15. Operation and maintenance expenses are estimated to increase by \$155,167.87 annually as a result of the City of Weirton's proposed project. (See, Utilities and Engineering Divisions Final Recommendation, filed May 28, 2013).

16. The City of Weirton adopted rates and charges to support the proposed project through the municipal rate ordinance process on November 7, 2011. The rates and charges will become effective upon substantial completion of the proposed project. (See, Utilities and Engineering Divisions Final Recommendations, filed May 28, 2013).

17. Staff's cash flow analysis for the City of Weirton's certificate application demonstrated that the revenues generated as a result of this proposed improvement project and the rates adopted for the project will leave the City with a total surplus of \$425,670 and a debt service coverage ratio of 175%. (See, Utilities and Engineering Divisions Final Recommendation, filed May 28, 2013).

18. Commission Staff recommended that a certificate of convenience and necessity be granted for the City of Weirton's proposed project, with certain conditions, and that the proposed finding from the West Virginia Department of Environmental Protection Clean Water State Revolving Fund be approved. (See, Final Joint Staff Memorandum and Utilities and Engineering Divisions Final Recommendation, filed May 28, 2013).

19. The City of Weirton did not respond or object to Commission Staff's recommendation that the certificate application be approved and a certificate of convenience and necessity granted. (See, case file generally).

#### CONCLUSIONS OF LAW

1. The public convenience and necessity require the sewer system improvements described by the City of Weirton in its certificate application filed on February 25, 2013.

2. It is reasonable to grant the City of Weirton's application for a certificate of public convenience and necessity to construct improvements to its existing sewer collection and treatment facilities, as described in its certificate application.

3. The proposed funding for the project, consisting of a West Virginia Department of Environmental Protection Clean Water State Revolving Fund loan in the amount of \$5,904,000, for a term of twenty (20) years, at an interest rate of two percent (2%) with an administrative fee of one percent (1%), is reasonable and is sufficient to cover the cost of the project, at its current cost estimates.

4. The sewer rates adopted by the City of Weirton through the municipal rate ordinance process on November 7, 2011, which become effective upon substantial completion of the project, appear to be sufficient to cover all project-related costs

5. A certificate of convenience and necessity should be granted to the City of Weirton for the project specified herein, without specifically approving the project's plans and specifications.

#### ORDER

**IT IS, THEREFORE, ORDERED** that the application filed herein on February 25, 2013, by the City of Weirton, for a certificate of convenience and necessity to construct specific improvements to its existing sanitary sewage collection and treatment system, as described in its certificate application, at a total project cost of \$5,904,000, be, and hereby is, granted.

**IT IS FURTHER ORDERED** that the City of Weirton's proposed financing for the project, consisting of a West Virginia Department of Environmental Protection Clean Water State Revolving Fund loan, in the amount of \$5,904,000, at an annual interest rate of two percent (2%), with an annual administrative fee of one percent (1%), for a term of twenty (20) years, be, and hereby is, approved.

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

**IT IS FURTHER ORDERED** that the City of Weirton submit a certificate of substantial completion for each construction contract involved in this project, within ten (10) days of its issuance.

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

**IT IS FURTHER ORDERED** that, if there is a change in project cost that does not affect rates, the City of Weirton is not required to obtain Commission approval of such change.

However, the City of Weirton, in such case, shall file an affidavit with the Commission, duly executed by its Certified Public Accountant, verifying that rates are not affected.

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

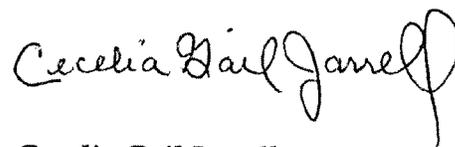
**IT IS FURTHER ORDERED** that this matter be, and hereby is, removed from the Commission's docket.

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

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

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

Any party may request waiver of the right to file exceptions to an Administrative Law Judge's order by filing an appropriate petition in writing with the Executive Secretary. No such waiver will be effective until approved by order of the Commission.



**Cecelia Gail Jarrell**  
**Administrative Law Judge**

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LAW OFFICES  
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AREA CODE 304  
343-1654  
FACSIMILE  
343-1657

March 11, 2013

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

04:46 PM MAR 11 2013 PSC EXEC SEC DIV

RE: CASE NO. 13-0295-S-CN  
CITY OF WEIRTON

Application for a Certificate of Convenience and Necessity for the construction, operation and maintenance of improvements to the City's existing sewer system and for approval of financing related thereto.

Dear Ms. Squire:

Pursuant to the February 25, 2013 Commission Order entered in the above-referenced proceeding, enclosed herein for filing on behalf of the City of Weirton please find the original and twelve (12) copies of Affidavits evidencing publication of the Notice of Filing in the *Brooke County Review* and *The Weirton Daily Times* newspapers.

As evidenced by the Certificate of Service attached hereto, a copy of this filing has been served upon Staff Attorney Linda Bouvette.

Sincerely,



Robert R. Rodecker  
WV State Bar No. 3145

enclosures  
bg

**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 Certify that the attached advertisement was duly published in said Newspaper for 1 successive week(s) in issues of

March 8, 2013

Given under my hand this 8<sup>th</sup> day of March 2013

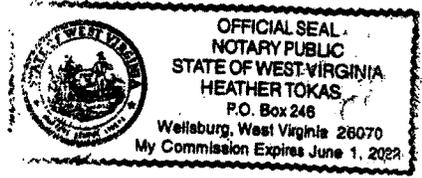
*J.W. George Wallace*  
Publisher of the Brooke County Review

Printer's Fee \$ 603.59

Invoice # 3553

Subscribed and sworn to this 8<sup>th</sup> day of March, 2013

*Heather Tokas*  
Notary Public



My commission expires 6/1/22

PUBLIC NOTICES

Brooke County 2 of 3

PUBLIC SERVICE COMMISSION OF WEST VIRGINIA CHARLESTON

Entered by the Public Service Commission of West Virginia, in the City of Charleston on the 28th day of February, 2013. CASE NO. 13-0265-S-OV

CITY OF WEIRTON

Application for a Certificate of Convenience and Necessity for the construction, operation and maintenance of improvements to the City's existing sewer system and for approval of financing related thereto.

NOTICE OF FILING

On February 25, 2013, the City of Weirton (City), a municipal utility, filed a duly verified application for a certificate of convenience and necessity for improvements to its existing sewer system and seeking the Commission's approval of the financing of the project.

The step two increased rates, which have been enacted by Ordinance adopted on November 7, 2011, are all project related and are to be placed into effect upon substantial completion of the sewer improvement project which is the subject of this application. These rates are:

The sewer system improvements are being made pursuant to Administrative Order No. 7007 of the West Virginia Department of Environmental Protection in order to eliminate sewage flowing directly into the Ohio River. The City has already undertaken the installation of a permanent gravity line from Pennsylvania Avenue to the Fifth Street Pump Station (Pump Station) which eliminated the flow into the Ohio River and permitted the sewer flow to be pumped to the City's wastewater treatment plant for treatment. The additional sewer system improvements to be constructed include the replacement of the existing collection system from the Pump Station to the WWTP to permit the handling of excess flows at the Pump Station. Approximately 25,000 linear feet of 16-inch force main will be installed from the Pump Station to the WWTP which will be used to pump the flow entering the Pump Station back to the WWTP. The project will result in upgraded pumps and controls at the Pump Station as well as the installation of an odor control system.

APPLICABLE Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

AVAILABILITY OF SERVICE Available for sanitary sewer service

RATE (Based on metered amount of water supplied) All gallons used bimonthly \$4.18 per 1,000 gallons

CUSTOMER CHARGE \$4.09 monthly

UNMETERED CUSTOMER CHARGE \$37.70 bimonthly (flat rate equivalent to 4,500 gallons of water usage per month)

MINIMUM CHARGE No bill shall be rendered for less than \$15.01 bimonthly plus the customer charge

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

MONTHLY OR BI-MONTHLY BILLINGS The above rates and charges may be adjusted to a monthly or bimonthly basis providing no lower charges.

MULTIPLE OCCUPANCY In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

SEWER CONNECTION CHARGE The charge for an approved service connection to the sanitary system will be a flat two hundred fifty dollars (\$250) for all new taps to the system. Rules, regulations and other provisions governing the use of the sewage facilities shall be consistent with those stated in the tariff issued on January 30, 1964.

METHOD OF PAYMENT Payment for services rendered may be made by VISA, MasterCard, Discover and Telecheck, as well as cash or money order.

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 due to any reason.

INDUSTRIAL SERVICE The charge for the treatment of industrial wastes will be calculated on the basis of the following formula:

CI = VoVi + BoBi + SoSi

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

When an industrial user is to be served, a preliminary study of its waste, and the cost of transport and treatment thereof, will be made. Waste containing materials which, in the judgment of the Sanitary Board, should not be introduced in the sewer system need not be handled by it. The results of this preliminary study will be used to determine the feasibility of the proposed sewer service and the charge therefore, based upon the formula set out above. Thereafter, industrial sewage will be monitored on a regular basis and at the conclusion of each fiscal year, based on the investigation aforesaid and audit of the Sanitary Board records, new cost figures will be calculated for use in the above formula. The cost of establishing the monitoring facilities shall be paid by the industrial user. Based on these audited figures, additional billings covering the past fiscal year will be made for payment by each industrial user, or refund given by the Sanitary Board, as the case may be. Such audited figures will then be used for the preliminary billing for the next fiscal year, at the end of which an adjustment will be made as aforesaid.

Any industrial user listed on the Sanitary Board's NPDES Permit as having waste streams containing metals shall be charged a rate of \$5.00 per thousand gallons.

SEPTIC TANK HAULERS Any person or company hauling approved domestic waste from septic tanks to the Waste Water Treatment Plant shall be charged \$15.00 per thousand gallons. All bills shall be net 30 and subject to a delayed penalty payment of 10%.

RECREATION VEHICLE CHARGE All recreation vehicles disposing of waste generated from an RV shall be charged \$3.00 per unit.

APPLICABLE INSIDE AND OUTSIDE OF THE CORPORATE LIMITS OF THE CITY OF WEIRTON Where the amount of sanitary sewage discharged into the Weirton treatment system by an industrial plant or industrial plants cannot be accurately determined by the use of the plant's meter or meters, a special formula will be used whereby such plant or plants will pay to the Sanitary Board of the City a sewer charge calculated at sixty (60) gallons of water per each employee at the plant each working day.

NO FREE SERVICES The City will not render or cause to be rendered any free services of any nature by the Sewer Facilities, nor will any preferential rates be established for users of the same class; and in the event the City or any department, agency, instrumentality, officer or employee thereof shall avail itself or themselves of the facilities or services provided by the Sewer Facilities, or any part thereof at the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged the City, and any such department, agency, instrumentality, officer or employee thereof. Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges incurred by it. The revenues so received shall be deemed to be revenues derived from the operation of the Sewer Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Sewer Facilities.

NO ALLOWANCE FOR LEAKS No allowance or adjustment in any bill for use of the Sewer Facilities shall be made for any leakage occurring on the customer's side of any water meter. However, the leakage is the first leakage for a domestic customer, the customer's bill will be adjusted to eliminate payment for the estimated amount of leakage. The customer is requested to make required repairs and will be advised that no further adjustment will be made for any future leakage.

In the event deductions to the proposed project become necessary, the odor control system and magnetic flow meter at the Fifth Street Lift station would be eliminated at a savings of approximately \$125,000.

If project funding permits additions to the project would include installation of a new generator at the wastewater treatment plant, demolition of the anaerobic digester lid at the wastewater treatment plant, repair of approximately 140 linear feet of 8" gravity sewer line along St. Johns Road and 320 linear feet of 8" gravity sewer line along Hanlin Way. Total of these additions is approximately \$360,000.

The application is on file with and available for public inspection at the Public Service Commission, 201 Brooke Street, in Charleston, West Virginia.

The total estimated project cost is \$5,904,000 which the City intends to finance through a Clean Water State Revolving Fund loan for a period of 20 years at an interest rate of 2.00% with a 1% administrative fee.

WHEREAS, on November 7, 2011, the City Council adopted a two step sewer rate increase Ordinance and provided public notice through newspaper publication. The step one increased rates are non-project related and became effective on December 22, 2011. Those rates, as set forth in the City's current Sewer Tariff No. 5 on file with the Commission, are:

APPLICABLE Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

AVAILABILITY OF SERVICE Available for sanitary sewer service

RATE (Based on metered amount of water supplied) All gallons used bimonthly \$3.61 per 1,000 gallons

CUSTOMER CHARGE \$5.98 monthly

UNMETERED CUSTOMER CHARGE \$32.82 bimonthly (flat rate equivalent to 4,500 gallons of water usage per month)

MINIMUM CHARGE No bill shall be rendered for less than \$12.95 bimonthly plus the customer charge

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

MONTHLY OR BI-MONTHLY BILLINGS The above rates and charges may be adjusted to a monthly or bimonthly basis providing no lower charges.

MULTIPLE OCCUPANCY In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

SEWER CONNECTION CHARGE The charge for an approved service connection to the sanitary system will be a flat two hundred fifty dollars (\$250) for all new taps to the system. Rules, regulations and other provisions governing the use of the sewage facilities shall be consistent with those stated in the tariff issued on January 30, 1964.

METHOD OF PAYMENT Payment for services rendered may be made by VISA, Mastercard, Discover and Telecheck, as well as cash or money order.

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 due to any reason.

INDUSTRIAL SERVICE The charge for the treatment of industrial wastes will be calculated on the basis of the following formula:

CI = VoVi + BoBi + SoSi

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

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

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

Any industrial user listed on the Sanitary Board's NPDES Permit as having waste streams

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Brooke  
County  
3 of 3

containing metals shall be charged a rate of \$5.00 per thousand gallons.

**SEPTIC TANK HAULERS**

Any person or company hauling approved domestic waste from septic tanks to the Waste Water Treatment Plant shall be charged \$18.00 per thousand gallons. All bills shall be net 30 and subject to a delayed penalty payment of 10%.

**RECREATION VEHICLE CHARGE**

All recreation vehicles disposing of waste generated from an RV shall be charged \$3.00 per unit.

**APPLICABLE INSIDE AND OUTSIDE OF THE CORPORATE LIMITS OF THE CITY OF WEIRTON**

Where the amount of sanitary sewage discharged into the Weirton treatment system by an industrial plant or industrial plants cannot be accurately determined by the use of the plant's water meter or meters, a special formula will be used whereby such plant or plants will pay to the Sanitary Board of the City a sewer charge calculated at sixty (60) gallons of water per each employee at the plant each working day.

**NO FREE SERVICES**

The City will not render or cause to be rendered any free services of any nature by the Sewer Facilities, nor will any preferential rates be established for users of the same class; and in the event the City or any department, agency, instrumentality, officer or employee thereof shall avail itself or themselves of the facilities or services provided by the Sewer Facilities, or any part thereof the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged the City, and any such department, agency, instrumentality, officer or employee thereof. Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges incurred by it. The revenues so received shall be deemed to be revenues derived from the operation of the Sewer Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Sewer Facilities.

**NO ALLOWANCE FOR LEAKS**

No allowance or adjustment in any bill for use of the Sewer Facilities shall be made for any leakage occurring on the customer's side of any water meter. However, if the leakage is the first leakage for a domestic customer, the customer's bill will be adjusted to eliminate payment for the estimated amount of leakage. The customer will be requested to make required repairs and will be advised that no further adjustment will be made for any future leakage.

The step two increased rates represent the following class average project-related increases to become effective upon substantial completion of the project unless otherwise ordered:

	(\$)	(%)
Residential (4,000 gal/Mo)	\$ 3.43	16.9%
Commercial (10,000 gal/Mo)	\$ 6.90	16.9%
Industrial (100,000 gal/Mo)	\$ 69.01	16.9%
Retail (Varies, Irregular)	Varies	Varies

The City's sewer reuse customers Brooke County Public Service District, Hancock County Public Service District and Hanover Township, Pennsylvania

The proposed project-related increased rates and charges will produce approximately \$408,864 annually in additional revenue, an increase of 16.9%. The total increase granted will not exceed this estimate unless further notice is provided.

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average.

Anyone desiring to protest or intervene should file a written protest or request to intervene within thirty (30) days following the date of this publication unless otherwise modified by Commission order. Failure to timely protest or request to intervene can affect your right to protest aspects of this certificate case, including any associated rate increases, or to participate in future proceedings. All protests or requests to intervene should briefly state the reason for the protest or request to intervene. Requests to intervene must comply with the rules on intervention set forth in the Commission's *Rules of Practice and Procedure*. All protests and requests to intervene should be addressed to Sandra Squire, Executive Secretary, P. O. Box 812, Charleston, West Virginia 25323.

In the absence of substantial protest received within thirty (30) days of this publication, the Commission may waive formal hearing and render its decision based on the evidence submitted with the application and the Commission's review thereof.

bor030813

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 date:

Date: 3-6, 2013  
Given under my hand this 6th day of March, 2013

Lisa L. Boyer  
////////////////////////////////////

Sworn to and subscribed before me on this 6th day of March, 2013 in and for HANCOCK COUNTY, WEST VIRGINIA

AMOUNT: \$387.09  
ACCT.# \_\_\_\_\_

NOTARY



NANCY KAUFMANN  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES  
JUNE 9, 2017

Nancy Kaufmann

PUBLIC SERVICE COMMISSION  
OF WEST VIRGINIA  
CHARLESTON

Entered by the Public Service Commission of West Virginia, in the City of Charleston on the 25th day of February, 2013.

CASE NO. 13-0295-S-CN  
CITY OF WEIRTON

Application for a Certificate of Convenience and Necessity for the construction, operation and maintenance of improvements to the City's existing sewer system and for approval of financing related thereto.

NOTICE OF FILING

On February 25, 2013, the City of Weirton (City), a municipal utility, filed a duly verified application for a certificate of convenience and necessity for improvements to its existing sewer system and seeking the Commission's approval of the financing of the project.

The sewer system improvements are being made pursuant to Administrative Order No. 7007 of the West Virginia Department of Environmental Protection in order to eliminate sewage flowing directly into the Ohio River. The City has already undertaken the installation of a permanent gravity line from Pennsylvania Avenue to the Fifth Street Pump Station (Pump Station) which eliminated the flow into the Ohio River and permitted the sewer flow to be pumped to the City's wastewater treatment plant for treatment. The additional sewer system improvements to be constructed include the replacement of the existing collection system from the Pump Station to the WWTP to permit the handling of excess flows at the Pump Station. Approximately 25,000 linear feet of 16-inch force main will be installed from the Pump Station to the WWTP which will be used to pump the flow entering the Pump Station back to the WWTP. The project will result in upgraded pumps and controls at the Pump Station as well as the installation of an odor control system.

In the event deductions to the proposed project becomes necessary, the odor control system and magnetic flow meter at the Fifth Street Lift station would be eliminated at a savings of approximately \$125,000. If project funding permits additions to the project would include installation of a new generator at the wastewater treatment plant, demolition of the anaerobic digester lid at the wastewater treatment plant, repair of approximately 140 linear feet of 8" gravity sewer line along St. Johns Road and 350 linear feet of 8" gravity sewer line along Hanlin Way. The total of these additions is approximately \$360,000. The application is on file with and available for public inspection at the

Public Service Commission, 201 Brooks Street, in Charleston, West Virginia.

The total estimated project cost is \$5,904,000 which the City intends to finance through a Clean Water State Revolving Fund loan for a period of 20 years at an interest rate of 2.00% with a 1% administrative fee.

WHEREAS, on November 7, 2011, the City Council adopted a two step sewer rate increase Ordinance and provided public notice through newspaper publication. The step one increased rates are non-project related and became effective on December 22, 2011. Those rates, as set forth in the City's current Sewer Tariff No. 8 on file with the Commission, are:

APPLICABLE

Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

AVAILABILITY OF SERVICE

Available for sanitary sewer service RATE (Based on metered amount of water supplied). All gallons used bimonthly \$3.81 per 1,000 gallons

CUSTOMER CHARGE

\$6.98 monthly

UNMETERED CUSTOMER CHARGE

\$32.52 bimonthly (flat rate equivalent to 4,500 gallons of water usage per month)

MINIMUM CHARGE

No bill shall be rendered for less than \$12.95 bimonthly plus the customer charge

DELAYED PAYMENT PENALTY

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

MONTHLY OR BI-MONTHLY BILLINGS

The above rates and charges may be adjusted to a monthly or bi-monthly basis providing no lower charges.

MULTIPLE OCCUPANCY

In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

SEWER CONNECTION CHARGE

The charge for an approved service connection to the sanitary system will be a flat two hundred fifty dollars (\$250) for all new taps to the system. Rules, regulations and other provisions governing the use of the sewage facilities shall be consistent with those stated in the tariff issued on January 30, 1964.

METHOD OF PAYMENT

Payment for services rendered may

be made by VISA, Mastercard, Discover and Telecheck, as well as cash or money order.

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 due to any reason.

INDUSTRIAL SERVICE

The charge for the treatment of industrial wastes will be calculated on the basis of the following formula:

CI = VoVI + BoBI + SoSI  
CI = Charge to industrial users.  
Vo = Average unit cost of transport and treatment chargeable to volume, in dollars per gallon  
VI = Volume of waste water from industrial users, in gallons per year  
Bo = Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD), in dollars per pound  
BI = Weight of BOD from industrial users, in pounds per year  
So = Average unit cost of treatment (including sludge treatment) chargeable to total solids, in dollars per pound  
SI = Weight of total solids from industrial users, in pounds per year  
When an industrial user is to be served, a preliminary study of its waste, and the cost of transport and treatment thereof, will be made. Waste containing materials which, in the judgement of the Sanitary Board, should not be introduced in the sewer system need not be handled by it. The results of this preliminary study will be used to determine the feasibility of the proposed sewer service and the charge therefore, based upon the formula set out above.

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

Any industrial user listed on the Sanitary Board's NPDES Permit as having waste streams containing metals shall be charged a rate of \$5.00 per thousand gallons.

SEPTIC TANK HAULERS

Any person or company hauling approved domestic waste from septic tanks to the Waste Water Treatment Plant shall be charged \$15.00

per thousand gallons. All bills shall be net 30 and subject to a delayed penalty payment of 10%.

**RECREATION VEHICLE CHARGE**

All recreation vehicles disposing of waste generated from an RV shall be charged \$3.00 per unit.

**APPLICABLE INSIDE AND OUTSIDE OF THE CORPORATE LIMITS OF THE CITY OF WEIRTON**

Where the amount of sanitary sewage discharged into the Weirton treatment system by an industrial plant or industrial plants cannot be accurately determined by the use of the plant's water meter or meters, a special formula will be used whereby such plant or plants will pay to the Sanitary Board of the City a sewer charge calculated at sixty (60) gallons of water per each employee at the plant each working day.

**NO FREE SERVICES**

The City will not render or cause to be rendered any free services of any nature by the Sewer Facilities, nor will any preferential rates be established for users of the same class; and in the event the City or any department, agency, instrumentality, officer or employee thereof shall avail itself or themselves of the facilities or services provided by the Sewer Facilities, or any part thereof the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged the City, and any such department, agency, instrumentality, officer or employee thereof. Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges incurred by it. The revenues so received shall be deemed to be revenues derived from the operation of the Sewer Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Sewer Facilities.

**NO ALLOWANCE FOR LEAKS**

No allowance or adjustment in any bill for use of the Sewer Facilities shall be made for any leakage occurring on the customer's side of any water meter. However, if the leakage is the first leakage for a domestic customer, the customer's bill will be adjusted to eliminate payment for the estimated amount of leakage. The customer will be requested to make required repairs and will be advised that no further adjustment will be made for any future leakage.

The step two increased rates, which have been enacted by Ordinance adopted on November 7, 2011, are all project related and are to be placed into effect upon substantial completion of the sewer improvement project which is the subject of this application. Those rates are:

**APPLICABLE**

Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

**AVAILABILITY OF SERVICE**

Available for sanitary sewer service **RATE (Based on metered amount of water supplied)**

All gallons used bimonthly \$4.19 per 1,000 gallons

**CUSTOMER CHARGE**

\$8.09 monthly

**UNMETERED CUSTOMER CHARGE**

\$37.70 bimonthly (flat rate equivalent to 4,500 gallons of water usage per month)

**MINIMUM CHARGE**

No bill shall be rendered for less than \$15.01 bimonthly plus the customer charge

**DELAYED PAYMENT PENALTY**

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

**MONTHLY OR BI-MONTHLY BILLINGS**

The above rates and charges may be adjusted to a monthly or bi-monthly basis providing no lower charges.

**MULTIPLE OCCUPANCY**

In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

**SEWER CONNECTION CHARGE**

The charge for an approved service connection to the sanitary system will be a flat two hundred fifty dollars (\$250) for all new taps to the system. Rules, regulations and other provisions governing the use of the sewage facilities shall be consistent with those stated in the tariff issued on January 30, 1964.

**METHOD OF PAYMENT**

Payment for services rendered may be made by VISA, MasterCard, Discover and Telecheck, as well as cash or money order.

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A service charge of \$25.00 will be imposed upon any customer whose check for payment of charges is returned by the bank due to any reason.

**INDUSTRIAL SERVICE**

The charge for the treatment of industrial wastes will be calculated on the basis of the following formula:

$CI = VoVi + BoBi + SoSi$   
 $CI =$  Charge to industrial users.  
 $Vo =$  Average unit cost of transport and treatment chargeable to volume, in dollars per gallon.  
 $Vi =$  Volume of waste water from industrial users, in gallons per year.  
 $Bo =$  Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD), in dollars per pound.  
 $Bi =$  Weight of BOD from industrial users, in pounds per year.  
 $So =$  Average unit cost of treatment (including sludge treatment) chargeable to total solids, in dollars per pound.  
 $Si =$  Weight of total solids from industrial users, in pounds per year.

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

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

Any industrial user listed on the Sanitary Board's NPDES Permit as having waste streams containing metals shall be charged a rate of \$5.00 per thousand gallons.

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sixty (60) gallons of water per each employee at the plant each working day.

**NO FREE SERVICES**

The City will not render or cause to be rendered any free services of any nature by the Sewer Facilities, nor will any preferential rates be established for users of the same class; and in the event the City or any department, agency, instrumentality, officer or employee thereof shall avail itself or themselves of the facilities or services provided by the Sewer Facilities, or any part thereof the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged the City, and any such department, agency, instrumentality, officer or employee thereof. Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges incurred by it. The revenues so received shall be deemed to be revenues derived from the operation of the Sewer Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Sewer Facilities.

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The step two increased rates represent the following class average project-related increases to become effective upon substantial completion of the project unless otherwise ordered:

	(\$)	(%)
<b>INCREASE</b>		<b>INCREASE</b>
Residential (4,000 gal/Mo)	\$ 3.43	15.9%
Commercial (10,000 gal/Mo)	\$ 6.90	15.9%
Industrial (100,000 gal/Mo)	\$ 9.01	15.9%
Resale (Varies, Irregular)	Varies	Varies

The City's sewer resale customers Brooke County Public Service District, Hancock County Public Service District and Hanover Township, Pennsylvania

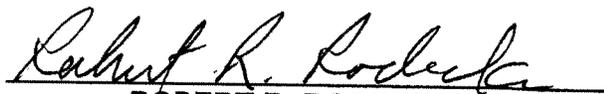
The proposed project-related increased rates and charges will produce approximately \$408,664 annually in additional revenue, an increase of 15.9%. The total increase granted will not exceed this estimate unless further notice is provided.

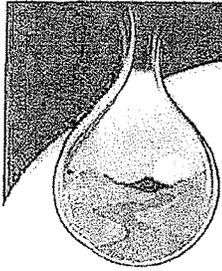
The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average.

Anyone desiring to protest or intervene should file a written protest or request to intervene within thirty (30) days following the date of this publication unless otherwise modified by Commission order. Failure to timely protest or request to intervene can affect your right to protest aspects of this certificate case, including any associated rate increases, or to participate in future proceedings. All protests or requests to intervene should briefly state the reason for the protest or request to intervene. Requests to intervene must comply with the rules on intervention set forth in the Commission's Rules of Practice and Procedure. All protests and requests to intervene should be addressed to Sandra Squire, Executive Secretary, P. O. Box 812, Charleston, West Virginia 25323. In the absence of substantial protest received within thirty (30) days of this publication, the Commission may waive formal hearing and render its decision based on the evidence submitted with the application and the Commission's review thereof.

**CERTIFICATE OF SERVICE**

I, Robert R. Rodecker, counsel for the City of Weirton, do hereby certify that a copy of the foregoing document has been served upon Staff Attorney Linda Bouvette via hand delivery on this 11<sup>th</sup> day of March, 2013.

  
ROBERT R. RODECKER



## WEST VIRGINIA

Infrastructure & Jobs Development Council

Gov. Earl Ray Tomblin  
Chairman

Kenneth Lowe, Jr.  
Public Member

David "Bones" McComas  
Public Member

Ron Justice  
Public Member

Louis R. Spatafore  
Public Member

Joseph Freeland  
Public Member

D. K. "Bud" Carr  
Public Member

James W. Ellars, P.E.  
Executive Director

Barbara J. Pauley  
Administrative Secretary

Thursday, February 02, 2012

Tom Maher, Finance Director  
City of Weirton Sanitary Board  
200 Municipal Plaza  
Weirton, WV 26062

Re: Weirton, City of (Sanitary Board)  
Project 2011S-1300 (5th Street Lift Station)  
Preliminary Application Approved

Dear Tom Maher:

The West Virginia Infrastructure and Jobs Development Council (Infrastructure Council) has reviewed the preliminary application for the above-referenced project.

Based on the findings of the Sewer Technical Review Committee, the Council has determined that the Project is technically feasible within the guidelines of the Infrastructure and Jobs Development Act. The Sponsor should carefully review the comments of the Sewer Technical Review Committee, as found on the Project Team Members' Dashboards at [www.wvinfrastructure.com](http://www.wvinfrastructure.com), as the Sponsor may need to address certain issues raised in said comments as it proceeds with the project.

Below is loan information recommended for this project:

\$5,904,000.00 CWSRF SRF loan (2% Interest, 1% Admin Fee, 20 yrs)

If you have any questions regarding this matter, please contact James W. Ellars at (304) 414-6501 (X106).

Sincerely,

Kenneth Lowe, Jr.

cc: DEP Rep Name, DEP  
ZIMNOX, BARB, Region XI-Regional P&DC (BHJ)  
CARPENTER, JONATHAN, Thrasher Engineering, Inc.  
GRIFFITH, MICHAEL D, Griffith & Associates



west virginia department of environmental protection

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

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

April 16, 2013

Mr. A.D. Mastrantoni, Utilities Director  
City of Weirton Sanitary Board  
5000 Freedom Way  
Weirton, West Virginia 26062

RE: Weirton Sanitary Board – 5<sup>th</sup> Street  
Binding Commitment Letter  
SRF No. C-544528

Dear Mr. Mastrantoni:

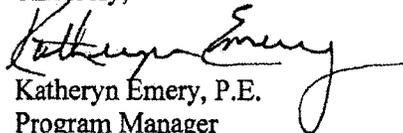
This letter is to confirm our intention of providing the long-term financing through the Clean Water State Revolving Fund Program for the City's project. The project will eliminate raw sewage discharges to the Ohio River and upgrade the 5<sup>th</sup> Street lift station.

We are hereby committing an amount of \$5,904,000 which will be issued at 2% interest, 1% annual administrative fee, for a term of 20 years. The final loan amount may be adjusted after receipt of bids and a formal application is submitted.

If the City's bonds have not been issued to the Fund prior to October 16, 2013, it is understood that the Fund reserves the right to discontinue processing the City's application and on that day, will have no further responsibilities or obligations hereunder.

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

Sincerely,

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

cc: Ms. Samme Gee, Esquire, Jackson Kelly  
Mr. Jonathan Carpenter, P. E., Thrasher Engineering

Promoting a healthy environment.

CITY OF WEIRTON

Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

CROSS-RECEIPT FOR BOND AND BOND PROCEEDS

On the 25th day of September, 2013, the undersigned authorized representative of the West Virginia Water Development Authority (the "Authority"), for and on behalf of the Authority, and the undersigned Mayor of the City of Weirton (the "Issuer"), for and on behalf of the Issuer, hereby certify as follows:

1. On the 25th day of September, 2013, the Authority received the Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), of the Issuer, in the principal amount of \$5,904,000, numbered AR-1 (the "Series 2013 A Bonds"), issued as a single, fully registered Bond, and dated September 25, 2013.

2. At the time of such receipt, all the Series 2013 A Bonds had been executed by the Mayor and the Clerk of the Issuer, by their respective manual signatures, and the official seal of the Issuer had been affixed upon the Bonds.

3. The Issuer has received and hereby acknowledges receipt from the Authority, as the original purchaser of the Series 2013 A Bonds, of \$1,153,404, being a portion of the principal amount of the Series 2013 A Bonds. The balance of the principal amount of the Series 2013 A Bonds will be advanced by the Authority and the West Virginia Department of Environmental Protection to the Issuer as acquisition and construction of the Project progresses.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

WEST VIRGINIA WATER DEVELOPMENT  
AUTHORITY

By: Sheila A. Miller  
Its: Authorized Representative

CITY OF WEIRTON

By: Gregory J. Kendrick  
Its: Mayor

949750.00013

CITY OF WEIRTON

Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF 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 25th day of September, 2013.

(1) Bond No. AR-1, constituting the entire original issue of the City of Weirton Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), in the principal amount of \$5,904,000 dated September 25, 2013 (the "Series 2013 A Bonds"), executed by the Mayor and the 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 September 9, 2013, and a Supplemental Resolution duly adopted by the Issuer on September 9, 2013 (collectively, the "Bond Legislation");

(2) A copy of the Bond Legislation authorizing the above-described Bond issue, duly certified by the Clerk of the Issuer;

(3) Executed counterparts of a Loan Agreement for the Series 2013 A Bonds, dated September 25, 2013, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"); and

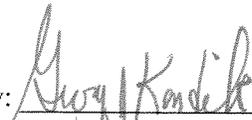
(4) Executed opinion of nationally recognized bond counsel regarding the validity of the Loan Agreement and the Series 2013 A Bonds.

You are hereby requested and authorized to deliver the Series 2013 A Bonds to the Authority upon payment to the Issuer of the sum of \$1,153,404, representing a portion of the principal amount of the Series 2013 A Bonds. Prior to such delivery of the Series 2013 A Bonds, you will please cause the Series 2013 A Bonds to be authenticated and registered by an authorized officer, as Bond Registrar, in accordance with the forms of Certificate of Authentication and Registration thereon.

[Remainder of Page Intentionally Blank]

Dated as of the day and year first written above.

CITY OF WEIRTON

By:  \_\_\_\_\_  
Its: Mayor

949750.00013

SPECIMEN

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
CITY OF WEIRTON  
SEWER REVENUE BONDS, SERIES 2013 A  
(WEST VIRGINIA SRF PROGRAM)

No. AR-1

\$5,904,000

KNOW ALL MEN BY THESE PRESENTS: That on the 25th day of September, 2013, the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia in Brooke County and Hancock 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 FIVE MILLION NINE HUNDRED FOUR THOUSAND DOLLARS (\$5,904,000), 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, 2015, to and including June 1, 2035, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference, with interest of 2.0% per annum payable in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing September 1, 2015, to and including June 1, 2035, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. The SRF Administrative Fee of 1.0% (as defined in the hereinafter described Bond Legislation) shall be payable quarterly on March 1, June 1, September 1, and December 1 of each year, commencing September 1, 2015, 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 next month preceding an interest payment date, or such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement (the "Loan Agreement") by and among the Issuer, the Authority, and the DEP, dated September 25, 2013.

This Bond is issued (i) to pay a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public sewerage system of the

Issuer (the "Project"); (ii) to pay the Prior Notes; and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage system of the Issuer, the Project, and any further extensions, additions, betterments or improvements thereto are herein called the "System." This Bond is issued under the authority of and in full compliance with the Constitution and statutes of the State of West Virginia, including particularly Chapter 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on September 9, 2013, and a Supplemental Resolution duly adopted by the Issuer on September 9, 2013 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

THIS BOND IS ISSUED ON A PARITY, WITH RESPECT TO LIENS, PLEDGE AND SOURCE OF AND SECURITY FOR PAYMENT, AND IN ALL RESPECTS, TO THE ISSUER'S SEWER REVENUE BOND, SERIES 2007 A (WEST VIRGINIA SRF PROGRAM), DATED APRIL 11, 2007, ISSUED IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$4,199,404 (THE "SERIES 2007 A BONDS" OR THE "PRIOR BONDS").

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System, on a parity with the pledge of Net Revenues in favor of the Holders of the Prior Bonds, and from monies in the Reserve Account created under the Bond Legislation for the Series 2013 A Bonds (the "Series 2013 A Bonds Reserve Account"), and unexpended proceeds of the Series 2013 A Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same, except from said special fund provided from the Net Revenues, the monies in the Series 2013 A Bonds Reserve Account and unexpended proceeds of the Series 2013 A Bonds. Pursuant to the Bond Legislation, the Issuer has covenanted and agreed to establish and maintain just and equitable rates and charges for the use of the System and the services rendered thereby, which shall be sufficient, together with other revenues of the System, to provide for the reasonable expenses of operation, repair and maintenance of the System, and to leave a balance each year equal to at least 115% of the maximum amount payable in any year for principal of and interest, if any, on the Series 2013 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with or junior or subordinate to the Series 2013 A Bonds including the Prior Bonds; provided however, that, so long as there exists in the Series 2013 A Bonds Reserve Account an amount at least equal to the maximum amount of principal and interest, if any, which will become due on the Series 2013 A Bonds in the then current or any succeeding year, and in the respective reserve accounts established for any other obligations Outstanding on a parity with or junior and subordinate to the Bonds, including the Prior Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the Registered Owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the Registered Owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

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

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

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

[Remainder of Page Intentionally Blank]

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

[SEAL]

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

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

Date: September 25, 2013.

---

THE HUNTINGTON NATIONAL BANK  
as Registrar

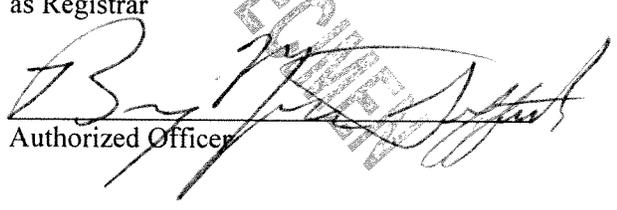
  
Authorized Officer

EXHIBIT A  
RECORD OF ADVANCES

<u>AMOUNT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>DATE</u>
(1) \$1,153,404	09/25/2013	(19)	
(2)		(20)	
(3)		(21)	
(4)		(22)	
(5)		(23)	
(6)		(24)	
(7)		(25)	
(8)		(26)	
(9)		(27)	
(10)		(28)	
(11)		(29)	
(12)		(30)	
(13)		(31)	
(14)		(32)	
(15)		(33)	
(16)		(34)	
(17)		(35)	
(18)		(36)	

TOTAL \$ \_\_\_\_\_

EXHIBIT B

DEBT SERVICE SCHEDULE

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**Bond Debt Service**

City of Weirton

CW SRF

\$5,904,000

20 Years

2.0% Interest Rate, 1.0% Administrative Fee

Dated Date 9/25/2013

Delivery Date 9/25/2013

<u>Period Ending</u>	<u>Principal</u>	<u>Coupon</u>	<u>Interest</u>	<u>Debt Service</u>
9/1/2015	60,203	2.000%	29,520.00	89,723.00
12/1/2015	60,504	2.000%	29,218.99	89,722.99
3/1/2016	60,807	2.000%	28,916.47	89,723.47
6/1/2016	61,111	2.000%	28,612.43	89,723.43
9/1/2016	61,416	2.000%	28,306.88	89,722.88
12/1/2016	61,724	2.000%	27,999.80	89,723.80
3/1/2017	62,032	2.000%	27,691.18	89,723.18
6/1/2017	62,342	2.000%	27,381.02	89,723.02
9/1/2017	62,654	2.000%	27,069.31	89,723.31
12/1/2017	62,967	2.000%	26,756.04	89,723.04
3/1/2018	63,282	2.000%	26,441.20	89,723.20
6/1/2018	63,599	2.000%	26,124.79	89,723.79
9/1/2018	63,917	2.000%	25,806.80	89,723.80
12/1/2018	64,236	2.000%	25,487.21	89,723.21
3/1/2019	64,557	2.000%	25,166.03	89,723.03
6/1/2019	64,880	2.000%	24,843.25	89,723.25
9/1/2019	65,205	2.000%	24,518.85	89,723.85
12/1/2019	65,531	2.000%	24,192.82	89,723.82
3/1/2020	65,858	2.000%	23,865.17	89,723.17
6/1/2020	66,187	2.000%	23,535.88	89,722.88
9/1/2020	66,518	2.000%	23,204.94	89,722.94
12/1/2020	66,851	2.000%	22,872.35	89,723.35
3/1/2021	67,185	2.000%	22,538.10	89,723.10
6/1/2021	67,521	2.000%	22,202.17	89,723.17
9/1/2021	67,859	2.000%	21,864.57	89,723.57
12/1/2021	68,198	2.000%	21,525.27	89,723.27
3/1/2022	68,539	2.000%	21,184.28	89,723.28
6/1/2022	68,882	2.000%	20,841.59	89,723.59
9/1/2022	69,226	2.000%	20,497.18	89,723.18
12/1/2022	69,572	2.000%	20,151.05	89,723.05
3/1/2023	69,920	2.000%	19,803.19	89,723.19
6/1/2023	70,270	2.000%	19,453.59	89,723.59
9/1/2023	70,621	2.000%	19,102.24	89,723.24
12/1/2023	70,974	2.000%	18,749.13	89,723.13
3/1/2024	71,329	2.000%	18,394.26	89,723.26
6/1/2024	71,686	2.000%	18,037.62	89,723.62
9/1/2024	72,044	2.000%	17,679.19	89,723.19
12/1/2024	72,404	2.000%	17,318.97	89,722.97
3/1/2025	72,766	2.000%	16,956.95	89,722.95
6/1/2025	73,130	2.000%	16,593.12	89,723.12
9/1/2025	73,496	2.000%	16,227.47	89,723.47
12/1/2025	73,863	2.000%	15,859.99	89,722.99

**Bond Debt Service**  
City of Weirton  
CW SRF  
\$5,904,000  
20 Years  
2.0% Interest Rate, 1.0% Administrative Fee

Period Ending	Principal	Coupon	Interest	Debt Service
3/1/2026	74,233	2.000%	15,490.67	89,723.67
6/1/2026	74,604	2.000%	15,119.51	89,723.51
9/1/2026	74,977	2.000%	14,746.49	89,723.49
12/1/2026	75,352	2.000%	14,371.60	89,723.60
3/1/2027	75,729	2.000%	13,994.84	89,723.84
6/1/2027	76,107	2.000%	13,616.20	89,723.20
9/1/2027	76,488	2.000%	13,235.66	89,723.66
12/1/2027	76,870	2.000%	12,853.22	89,723.22
3/1/2028	77,255	2.000%	12,468.87	89,723.87
6/1/2028	77,641	2.000%	12,082.60	89,723.60
9/1/2028	78,029	2.000%	11,694.39	89,723.39
12/1/2028	78,419	2.000%	11,304.25	89,723.25
3/1/2029	78,811	2.000%	10,912.15	89,723.15
6/1/2029	79,205	2.000%	10,518.10	89,723.10
9/1/2029	79,601	2.000%	10,122.07	89,723.07
12/1/2029	79,999	2.000%	9,724.07	89,723.07
3/1/2030	80,399	2.000%	9,324.07	89,723.07
6/1/2030	80,801	2.000%	8,922.08	89,723.08
9/1/2030	81,205	2.000%	8,518.07	89,723.07
12/1/2030	81,611	2.000%	8,112.05	89,723.05
3/1/2031	82,019	2.000%	7,703.99	89,722.99
6/1/2031	82,429	2.000%	7,293.90	89,722.90
9/1/2031	82,842	2.000%	6,881.75	89,723.75
12/1/2031	83,256	2.000%	6,467.54	89,723.54
3/1/2032	83,672	2.000%	6,051.26	89,723.26
6/1/2032	84,090	2.000%	5,632.90	89,722.90
9/1/2032	84,511	2.000%	5,212.45	89,723.45
12/1/2032	84,933	2.000%	4,789.90	89,722.90
3/1/2033	85,358	2.000%	4,365.23	89,723.23
6/1/2033	85,785	2.000%	3,938.44	89,723.44
9/1/2033	86,214	2.000%	3,509.52	89,723.52
12/1/2033	86,645	2.000%	3,078.45	89,723.45
3/1/2034	87,078	2.000%	2,645.22	89,723.22
6/1/2034	87,514	2.000%	2,209.83	89,723.83
9/1/2034	87,951	2.000%	1,772.26	89,723.26
12/1/2034	88,391	2.000%	1,332.51	89,723.51
3/1/2035	88,833	2.000%	890.55	89,723.55
6/1/2035	89,277	2.000%	446.39	89,723.39
	5,904,000		1,273,864.39	** 7,177,864.39

\*\* to include a quarterly administrative fee of \$7961.66 that reflects a total administrative expense of \$636,932.80 over the life of the loan.

(Form of)

ASSIGNMENT

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

Dated: \_\_\_\_\_, 20\_\_.

In the presence of:

\_\_\_\_\_

\_\_\_\_\_



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

September 25, 2013

City of Weirton  
Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

City of Weirton  
Weirton, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

West Virginia Department of Environmental Protection  
Charleston, West Virginia

Ladies and Gentlemen:

We have served as bond counsel to the City of Weirton (the "Issuer"), a municipal corporation and political subdivision of the State of West Virginia in connection with its \$5,904,000 Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), dated the date hereof (the "Bonds").

We have examined the law and a certified copy of proceedings and other papers relating to the authorization of a Loan Agreement dated September 25, 2013, including all schedules and exhibits attached thereto (the "Loan Agreement"), among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), and the Bonds to be purchased by the Authority in accordance with the provisions of the Loan Agreement. The Bonds are issued in the principal amount of \$5,904,000, in the form of one bond, bearing interest at the rate of 2.0%, per annum, with principal and interest payable quarterly on March 1, June 1, September 1, and December 1 of each year, beginning September 1, 2015, to and including June 1, 2035, all as set forth in "Schedule Y" attached to the Loan Agreement and incorporated in and made a part of the Bonds. The Series 2013 A Bonds are subject to the SRF Administrative Fee equal to 1.0% of the principal amount of the Series 2013 A Bonds as set forth in the Schedule Y attached to the Loan Agreement.

The Bonds are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); (ii) paying the Prior Notes; and (iii) paying certain issuance and other costs in connection therewith.

We have also examined the applicable provisions of Chapter 16, Article 13 and Chapter 22C, Article 2 of the Code of West Virginia, 1931, as amended (collectively, the "Act"), and the Bond

Ordinance duly enacted by the Issuer on September 9, 2013, as supplemented by the Supplemental Resolution duly adopted by the Issuer on September 9, 2013 (collectively, the "Bond Legislation"), pursuant to and under which Act and Bond Legislation the Bonds are authorized and issued, and the Loan Agreement has been undertaken. 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 defined herein shall have the same meanings set forth in the Bond Legislation.

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 Issuer and is a valid and binding special obligation of the Issuer enforceable in accordance with the terms thereof.
2. The Loan Agreement inures to the benefit of the Authority and DEP and cannot be amended so as to affect adversely the rights of the Authority or the DEP or diminish the obligations of the Issuer without the written consent of the Authority and the DEP.
3. The Issuer is a duly organized and presently 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 or enact the Bond Legislation and to issue and sell the Bonds, all under the Act and other applicable provisions of law.
4. The Bond Legislation and all other necessary ordinances and resolutions have been legally and effectively adopted or enacted by the Issuer and constitute valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms. The Bond Legislation contains provisions in the form of those set forth in Section 4.1 of the Loan Agreement.
5. The Bonds have been duly authorized, issued, executed and delivered by the Issuer to the Authority and are valid, legally enforceable and binding special obligations of the Issuer, payable from the Net Revenues of the System and secured by a first lien on and pledge of the Net Revenues of the System, on a parity with the Issuer's Sewer Revenue Bond, Series 2007 A (West Virginia SRF Program), dated April 11, 2007, issued in the original aggregate principal amount of \$4,199,404 (the "Series 2007 A Bonds").
6. The Bonds are, under the Act, exempt from all taxation by the State of West Virginia or any county, municipality, political subdivision or agency thereof.
7. 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.
8. With the proceeds of the Series 2013 A Bonds, the Prior Notes have been paid in full within the meaning and with the effect expressed in the ordinances and resolutions authorizing such Notes, and the covenants, agreements and other obligations of the Issuer to the owners of such Notes have been satisfied and discharged. In rendering the opinion set forth in this paragraph, we have relied upon

the Receipt and Release from United Bank, Inc. acknowledging that they have received payment for the entire Outstanding principal of such Notes and all interest accrued thereon on the date hereof and that such Notes have been paid in full.

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

We have examined the executed and authenticated 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



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P.O. Box 1588  
Charleston, WV 25326-1588  
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www.steptoe-johnson.com

Writer's Contact Information

September 25, 2013

City of Weirton  
Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

City of Weirton  
Weirton, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

West Virginia Department of Environmental Protection  
Charleston, West Virginia

Ladies and Gentlemen:

We are counsel to the City of Weirton in Brooke County and Hancock County, West Virginia (the "Issuer"). As such counsel, we have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a Loan Agreement for the Series 2013 A Bonds, dated September 25, 2013, including all schedules and exhibits attached thereto, by and among the Issuer and the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") (the "Loan Agreement"), a Bond Ordinance duly enacted by the Issuer on September 9, 2013, as supplemented by a Supplemental Resolution duly adopted by the Issuer on September 9, 2013 (collectively, the "Bond Legislation"), a Petition of the Sanitary Board duly adopted June 13, 2013, and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

We are of the opinion that:

1. The Issuer has been duly created and is validly existing as a municipal corporation and political subdivision of the State of West Virginia, and the Mayor, 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 Loan Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a valid and binding agreement of the Issuer enforceable in accordance with its terms.
3. The Bond Legislation has been duly adopted and enacted by the Issuer and is in full force and effect.

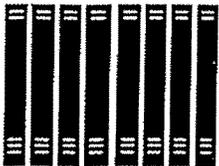
4. The execution and delivery of the Bonds, the Loan Agreement and the consummation of the transactions contemplated by the Bonds, the Loan Agreement and the Bond Legislation and the carrying out of the terms thereof, do not and will not, in any material respect, conflict with or constitute, on the part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

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

Very truly yours,



STEPTOE & JOHNSON PLLC



September 25, 2013  
City of Weirton  
Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

City of Weirton  
Weirton, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

West Virginia Department of Environmental Protection  
Charleston, West Virginia

Ladies and Gentlemen:

I am counsel to the City of Weirton Sanitary Board (the "Sanitary Board") in Brooke County and Hancock County, West Virginia. As such counsel, I have examined copies of the approving opinion of Steptoe & Johnson PLLC, as bond counsel, a Loan Agreement for the Series 2013 A Bonds, dated September 25, 2013, including all schedules and exhibits attached thereto, by and among the City of Weirton (the "Issuer") and the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") (the "Loan Agreement"), a Bond Ordinance duly enacted by the Issuer on September 9, 2013, as supplemented by a Supplemental Resolution duly adopted by the Issuer on September 9, 2013 (collectively, the "Bond Legislation"), a Petition of the Sanitary Board duly adopted June 13, 2013, and other documents relating to the above-captioned Bonds of the Issuer (the "Bonds"). All capitalized terms used herein and not otherwise defined herein shall have the same meaning set forth in the Bond Legislation and the Loan Agreement when used herein.

I am of the opinion that:

1. The Sanitary Board has received all permits, licenses, approvals, consents, exemptions, orders, certificates and authorizations necessary for the acquisition and construction of the Project, the operation of the System and the imposition of rates and charges for use of the System, including, without limitation, the receipt of all requisite orders and approvals from the West Virginia Department of Environmental Protection and the Public Service Commission of West Virginia, and has taken any other action required for the imposition of 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,

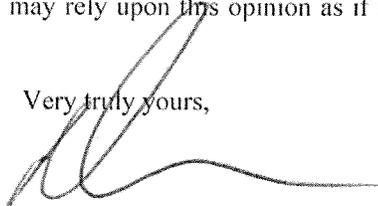
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wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Loan Agreement, the Bond Legislation, the acquisition and construction of the Project, the operation of the System, or the collection or pledge of the Net Revenues therefore.

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 complies with the Drug-Free Workplace Act, Article 1D, Chapter 21 of the West Virginia Code. Prior to the execution of construction contracts by the Sanitary Board, I will verify that all successful bidders have made the required provisions for all insurance and payment and performance bonds and I will verify such insurance policies and bonds for accuracy. Prior to the execution of construction contracts by the Sanitary Board, I will review the contracts, the surety bonds and the policies or other evidence of insurance coverage in connection with the Project, and verify that such surety bonds and policies: (1) are in compliance with the contracts; (2) are adequate in form, substance and amount to protect the various interests of the Issuer and the Sanitary 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,

A handwritten signature in black ink, appearing to read 'D. Guida', with a long horizontal flourish extending to the right.

DANIEL GUIDA, ESQUIRE

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@wvdsi.net

AREA CODE 304  
343-1654

FACSIMILE  
343-1657

September 25, 2013

City of Weirton  
Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

City of Weirton  
Weirton, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

West Virginia Department of Environmental Protection  
Charleston, West Virginia

Ladies and Gentlemen:

I am Special PSC Counsel to the City of Weirton, a municipality in Brooke County and Hancock County, 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.

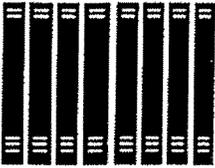
I am of the opinion that the Issuer has received all orders and approvals from the Public Service Commission of West Virginia, including the Recommended Decision entered July 10, 2013, which became a Final Order on July 30, 2013 in Case No. 13-0295-S-CN, among other things, granting to the Issuer a certificate of convenience and necessity for the Project and approving the financing for the Project. A CPA affidavit dated September 6, 2013 was filed pursuant to such Order. The Order 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



FINAL TITLE OPINION  
September 25, 2013

West Virginia Division of Environmental Protection  
601 57<sup>th</sup> St., Room 2167  
Charleston, WV 25304

WV Water Development Authority  
180 Association Drive  
Charleston, WV 25311

RE: Weirton Sanitary Board  
5<sup>th</sup> Street Improvement Project  
IJDC Project No. 2011S-1300  
SRF No. C-544528

Dear WVDEP & WVWDA:

This firm represents the Weirton Sanitary Board (the "Board") to the City of Weirton (the "City") regarding a proposed project to replace and repair certain sanitary sewer lines and related apparatus in the Weirton area of Hancock and Brooke Counties, West Virginia, as referenced above (hereinafter referred to as "project"), and provides this Final Title Opinion on behalf of the Weirton Sanitary Board to the City of Weirton, to satisfy the requirements of the West Virginia Division of Environmental Protection, (the "WVDEP"), with regard to the infrastructure fund financing proposed for the project.

Please be advised of the following:

1. That I am of the opinion that the City is a duly created and existing Municipal Corporation possessed with all the powers and authority granted to Municipal Corporations under the laws of the State of West Virginia and through the Board has the full power and authority to construct, operate and maintain the Project as approved by the West Virginia Division of Environmental Protection, West Virginia Bureau for Public Health and the West Virginia Public Service Commission.

2. The Board is advised that it has obtained approval for all necessary permits and approvals for the construction of the Project.

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3. That I have investigated and ascertained the location of and am familiar with the legal descriptions 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, the consulting engineers for the Project.

4. That I have examined the records on file in the Offices of the Clerk of the County Commissions of Brooke and Hancock Counties, West Virginia, the counties in which the Project is to be located, and, in my opinion, the City has acquired legal title or such other estate or interest in the necessary site components for the Project, including one hundred percent (100%) of the easements and/or rights of way, sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the facilities to be constructed, except and subject to the following:

a. Legal Title, including all appropriate easements and/or rights of ways to each of the properties listed above will be secured in record prior to the project loan closing. To the extent that any of the properties listed above will require acquisition through formal condemnation proceedings, such proceedings will be instituted and the right of entry secured prior to the project loan closing. The City of Weirton and Weirton Sanitary Board are duly vested with the right of eminent domain and acquire title to the properties listed above through appropriate eminent domain proceedings as necessary.

b. That the majority of the aforesaid project entails the replacement of existing sanitary sewer lines.

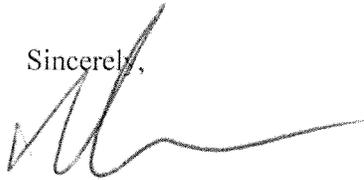
It should be noted that the Right of Way Agreement by and between ArcelorMittal, Inc., and the Weirton Sanitary Board has been executed and is of record in the Hancock County Clerk's Office. Further, there is no requirement of a temporary access easement from the City of Weirton since the Sanitary Board is a sub-agency of said city and it (the Sanitary Board) will be working on its own property.

5. That all deeds, or other documents which have been acquired to date by the City and/or the Board have been duly recorded in the Offices of the Clerk of the County Commissions of Brooke and Hancock Counties to protect the legal title to and interest of the City and/or Board.

6. The Board is in the process of renewing from the West Virginia Department of Highways approval for a permit authorizing the construction of the project as described in reference of the plans above, over and through the public rights of way as shown in the plans prepared by Thrasher Engineering, Inc. The West Virginia Department of Highway roadway permit for occupancy has been conditionally approved subject the Sanitary Board's posting of the highway bond.

If you have any questions contained in this Final Title Opinion, please feel free to contact me at the above address.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Guida", with a long horizontal flourish extending to the right.

Daniel J. Guida, Esq.  
Attorney at Law

DJG/rh

cc: Jonathan Carpenter, P.E. - Thrasher Engineering, Inc.  
Butch Mastrantoni

CITY OF WEIRTON

Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

GENERAL CERTIFICATE OF ISSUER AND ATTORNEY ON:

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

We, the undersigned MAYOR and CLERK of the City of Weirton in Brooke County and Hancock County, West Virginia (the "Issuer"), and the undersigned COUNSEL TO THE ISSUER hereby certifies on this 25th day of September, 2013 in connection with the Issuer's Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), dated the date hereof (the "Series 2013 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 September 9, 2013, and the Supplemental Resolution duly adopted September 9, 2013 (collectively, the "Bond Legislation").

2. NO LITIGATION: No controversy or litigation of any nature is now pending or threatened, restraining, enjoining or affecting in any manner the issuance, sale or delivery of the Series 2013 A Bonds, the acquisition and construction of the Project, the operation of the System, the receipt of

the Gross Revenues or any grants, or in any way contesting or affecting the validity of the Series 2013 A Bonds, or any proceedings of the Issuer taken with respect to the issuance or sale of the Series 2013 A Bonds, the pledge or application of the Net Revenues or any other moneys or security provided for the payment of the Series 2013 A Bonds or the existence or the powers of the Issuer insofar as they relate to the authorization, sale and issuance of the Series 2013 A Bonds, the acquisition and construction of the Project, the operation of the System, the pledge or application of moneys and security or the collection of the Net Revenues or the pledge of Net Revenues as security for the Series 2013 A Bonds.

3. GOVERNMENTAL APPROVALS AND BIDDING: All applicable approvals, permits, exemptions, consents, authorizations, registrations and certificates required by law for the acquisition and construction of the Project, the operation of the System and the issuance of the Series 2013 A Bonds have been obtained and remain in full force and effect, and competitive bids for the acquisition and construction of the Project have been solicited in accordance with Chapter 5, Article 22, Section 1 of the West Virginia Code of 1931, as amended, which bids remain in full force and effect.

4. NO ADVERSE FINANCIAL CHANGE; INDEBTEDNESS: There has been no adverse change in the financial condition of the Issuer since the approval, execution and delivery by the Issuer of the Loan Agreement and the Issuer has met all conditions prescribed in the Loan Agreement. The Issuer has or can provide the financial, institutional, legal and managerial capabilities necessary to complete the Project.

Upon payment of the Prior Notes, there are Outstanding obligations of the Issuer which will rank on a parity with the Series 2013 A Bonds as to liens, pledge, source of and security for payment, being the Issuer's Sewer Revenue Bond, Series 2007 A (West Virginia SRF Program), dated April 11, 2007, issued in the original aggregate principal amount of \$4,199,404 (the "Series 2007 A Bonds" or the "Prior Bonds").

The Issuer has obtained (i) a certificate of an Independent Certified Public Accountant stating that the coverage and parity tests of Prior Bonds are met; and (ii) the written consent of the Holders of the Prior Bonds to the issuance of the Series 2013 A Bonds on a parity with the Prior Bonds. Other than the Prior Bonds, there are no other bonds, notes or obligations of the Issuer which are secured by revenues or assets of the System. The Issuer is current on the Prior Bonds payments and is in compliance with all covenants and requirements of the Prior Ordinance.

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 for Series 2013 A Bonds

Public Service Commission Orders

Infrastructure Council Approval

Charter

Ordinance Creating Sanitary Board

Petition of Sanitary Board

Oaths of Office of Officers and Council Members

Resolution on Open Governmental Proceedings Rules

Sewer Rate Ordinance

Minutes on Adoption of Sewer Rate Ordinance

Affidavit of Publication of Sewer Rate Ordinance and Notice of Public Hearing

Minutes on Enactment of Bond Ordinance and Adoption of Supplemental Resolution and Sweep Resolution

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

Prior Bond Ordinance

Consent of WDA to Issuance of Parity Bonds

Evidence of Insurance

Receipt and Release of Prior Notes

6. INCUMBENCY AND OFFICIAL NAME: The proper corporate title of the Issuer is the "City of Weirton". The Issuer is a municipal corporation in Brooke County and Hancock County and is presently existing under the laws of, and is a political subdivision of, the State of West Virginia. The governing body of the Issuer is its Council, consisting of a Mayor, Clerk and 7 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:

<u>Name</u>	<u>Date of Commencement of Office</u>	<u>Date of Termination of Office</u>
George Kondik, Mayor	07/01/2011	06/30/2015
Ron Jones, Councilmember	07/01/2011	06/30/2015
Charles Wright, Councilmember	07/01/2011	06/30/2015
Fred Marsh, Councilmember	07/01/2011	06/30/2015
George Ash, Councilmember	07/01/2011	06/30/2015
George Gaughenbaugh, Councilmember	07/01/2011	06/30/2015
David Dalrymple, Councilmember	07/01/2011	06/30/2015
Terry Weigel, Councilmember	07/01/2011	06/30/2015

The names of the duly appointed, qualified and acting members of the Sanitary Board of the Issuer are as follows:

Chairman	-	George Kondik
Member	-	Robert Gribben, Jr., PE
Member	-	Tom Smarella

Nicole Schuetzner is the duly appointed Clerk. The duly appointed and acting Counsel to the Issuer is Daniel Guida, Weirton, West Virginia and the duly appointed Special PSC Counsel is Robert Rodecker, Charleston, West Virginia.

7. LAND AND RIGHTS-OF-WAY: All land in fee simple and all rights-of-way and easements necessary for the acquisition and construction of the Project and the operation and maintenance of the System have been acquired or will be acquired by condemnation by the Issuer and are adequate for such purposes and are not or will not be subject to any liens, encumbrances, reservations or exceptions which would adversely affect or interfere in any way with the use thereof for such purposes. The costs thereof, including costs of any properties which may have to be acquired by condemnation, are, in the opinion of all the undersigned, within the ability of the Issuer to pay for the same without jeopardizing the security of or payments on the Series 2013 A Bonds.

8. MEETINGS, ETC.: All actions, ordinances, resolutions, orders and agreements taken by and entered into by or on behalf of the Issuer in any way connected with the issuance of the Series 2013 A Bonds and the acquisition, construction, operation and financing of the Project or the System were authorized or adopted at regular or special meetings of the Governing Body of the Issuer duly and regularly called and held pursuant to the Rules of Procedure of the Governing Body and all applicable statutes, including, particularly and without limitation, Chapter 6, Article 9A of the West Virginia Code of 1931, as amended, and a quorum of duly elected or appointed, as applicable, qualified and acting members of the Governing Body was present and acting at all times during all such meetings. All notices required to be posted and/or published were so posted and/or published.

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

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

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 West Virginia 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 workers' compensation, public liability, property damage insurance, standard hazard insurance, builder's risk insurance, flood insurance and business interruption insurance, where applicable, in accordance with the 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 SCHEDULE: 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 sewer rate ordinance on November 7, 2011, setting forth the respective rates and charges for the services of the System. The time for appeal of such rate ordinance has expired prior to the date hereof without any appeal, and such rate ordinance is currently in effect.

14. SIGNATURES AND DELIVERY: On the date hereof, the undersigned Mayor did officially sign all of the Series 2013 A Bonds of the aforesaid issue, consisting upon original issuance of a single Bond of each series, dated the date hereof, by his or her manual signature, and the undersigned Clerk did officially cause the official seal of the Issuer to be affixed upon said Series 2013 A Bonds and to be attested by his or her manual signature, and the Registrar did officially authenticate and deliver the Series 2013 A Bonds to a representative of the Authority as the original purchaser of the Series 2013 A Bonds under the Loan Agreement. Said official seal of the Issuer is also impressed above the signatures appearing on this certificate.

15. PUBLIC SERVICE COMMISSION ORDER: The Issuer has received all orders and approvals from the Public Service Commission of West Virginia, including the Recommended Decision entered on July 10, 2013, which became Final Order on July 30, 2013, in Case No. 13-0295-S-CN, among other things, granting to the Issuer a certificate of convenience and necessity for the Project and approving the financing for the Project. A CPA affidavit dated September 6, 2013 was filed pursuant to such order. The Order is in full force and effect.

16. BOND PROCEEDS: On the date hereof, the Issuer received \$963,577 from the Authority and the DEP, being a portion of the principal amount of the Series 2013 A Bonds. The balance of the principal amount of the Series 2013 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

17. PUBLICATION AND PUBLIC HEARING ON BOND ORDINANCE: Upon adoption of the Bond Ordinance, an abstract thereof, determined by the Governing Body to contain sufficient information as to give notice of the contents thereof, was published once each week for 2 successive weeks, with not less than 6 full days between each publication, the first such publication occurring not less than 10 days before the date stated below for the public hearing, in the *Weirton Daily Times* and the *Brooke County Review*, qualified newspapers 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 Series 2013 A Bonds described in such Bond Ordinance, stating that any person interested may appear before the Council at the public hearing held at a public meeting of Council on the 9th day of September, 2013, at 7:00 p.m., at City Hall and present protests, and

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

18. SPECIMEN BONDS: Delivered concurrently herewith is a true and accurate specimen of the Series 2013 A 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 Series 2013 A 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. CLEAN WATER ACT: The Project described in the Bond Ordinance complies with the Clean Water Act.

21. 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.

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

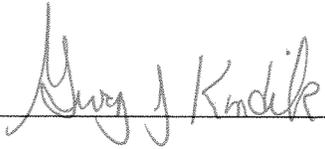
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WITNESS our signatures and the official seal of the CITY OF WEIRTON on this the day and year first above written.

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

  
\_\_\_\_\_

Mayor

  
\_\_\_\_\_

Clerk

  
\_\_\_\_\_

Counsel to Issuer

\_\_\_\_\_

Special PSC Counsel  
(Paragraph 15)

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

[CORPORATE SEAL]

SIGNATURE

OFFICIAL TITLE

\_\_\_\_\_

Mayor

\_\_\_\_\_

Clerk

\_\_\_\_\_

Counsel to Issuer

*Robert R. Rodicke*

Special PSC Counsel  
(Paragraph 15)

CITY OF WEIRTON

Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

CERTIFICATE AS TO USE OF PROCEEDS

The undersigned Mayor of the City of Weirton in Brooke County and Hancock County, West Virginia (the "Issuer"), being the official of the Issuer duly charged with the responsibility for the issuance of \$5,904,000 Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), of the Issuer, dated September 25, 2013 (the "Bonds" or the "Series 2013 A Bonds"), hereby certifies on the 25th day of September, 2013, 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 September 9, 2013, as supplemented by Supplemental Resolution duly adopted by the Issuer on September 9, 2013 (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 September 25, 2013, the date on which the Bonds are being physically delivered in exchange for an initial advance of \$1,153,404, being a portion of the principal amount of the Series 2013 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 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"), 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 2013 A Bonds were sold on September 25, 2013, to the Authority, pursuant to a Loan Agreement dated September 25, 2013, by and among the Issuer, the Authority and the West Virginia Department of Environmental Protection (the "DEP"), for an aggregate purchase price of \$5,904,000 (100% of par), at which time, the Issuer received \$1,153,404 from the Authority and the DEP, being the first advance of the principal amount of the Series 2013 A Bonds. No accrued interest has been or will be paid on the Series 2013 A Bonds. The balance of the principal amount of the Series 2013 A Bonds will be advanced to the Issuer as acquisition and construction of the Project progresses.

6. The Series 2013 A Bonds are being delivered simultaneously with the delivery of this certificate and are issued for the purposes of (i) paying a portion of the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of the Issuer (the "Project"); (ii) paying the Prior Notes; and (iii) 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 and the allocation of the net sale proceeds of the Bonds to expenditures of the Project shall commence immediately and shall proceed with due diligence to completion, and with the exception of proceeds deposited in the Series 2013 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 February 1, 2015. The acquisition and construction of the Project is expected to be completed by August 1, 2014.

8. The total Cost of the Project is estimated at \$5,978,537. Sources and uses of funds for the Project are as follows:

SOURCES

Proceeds of the Series 2013 A Bonds	\$5,904,000
Sanitary Board Contribution	<u>\$74,537</u>
Total Sources	<u>\$5,978,537</u>

USES

Costs of Acquisition and Construction of the Project	\$4,984,460
Pay Prior Notes	\$963,577
Costs of Issuance	<u>\$30,500</u>
Total Uses	<u>\$5,978,537</u>

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

- (1) Revenue Fund (established by Prior Ordinance);
- (2) Renewal and Replacement Fund (established by Prior Ordinance);
- (3) Series 2013 A Bonds Construction Trust Fund;
- (4) Series 2013 A Bonds Sinking Fund; and
- (5) Series 2013 A Bonds Reserve Account.

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

- (1) Proceeds of the Series 2013 A Bonds in the amount of \$-0- will be deposited with the Commission in the Series 2013 A Bonds Sinking Fund as capitalized interest.
- (2) Proceeds of the Series 2013 A Bonds in the amount of \$-0- will be deposited with the Commission in the Series 2013 A Bonds Reserve Account.
- (3) Proceeds of the Series 2013 A Bonds in the amount of \$963,577 will be deposited with United Bank, Inc. to pay in full the Prior Notes.
- (4) As the Issuer receives advances of the remaining monies derived from the sale of the Series 2013 A Bonds, such monies shall be deposited with the Depository Bank in the Series 2013 A Bonds Construction Trust Fund and applied solely to payment of the Costs of the Project and, until so expended, are hereby pledged as additional security for the Series 2013 A Bonds.

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

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

14. With the exception of the amount deposited in the Series 2013 A Bonds Reserve Account, if any, all of the proceeds of the Bonds will be expended on the Project within 17 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 public purpose or governmental bonds.

23. The Issuer has either (a) funded the Series 2013 A Bonds Reserve Account at the maximum amount of principal and interest which will mature and become due on the Series 2013 A Bonds in the then current or any succeeding year with the proceeds of the Series 2013 A Bonds, or (b) created the Series 2013 A Bonds Reserve Account which will be funded with equal payments made on a monthly basis over a 10-year period until such Series 2013 A Bonds Reserve Account holds an amount equal to the maximum amount of principal and interest which will mature and become due on the Series 2013 A Bonds in the then current or any succeeding year. Monies in the Series 2013 A Bonds Reserve Account and the Series 2013 A Bonds Sinking Fund will be used solely to pay principal of and interest on the Bonds and will not be available to pay Costs of the Project.

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

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

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

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

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

CITY OF WEIRTON

By:  \_\_\_\_\_  
Its: Mayor

949750.00013

CITY OF WEIRTON

Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

CERTIFICATE OF ENGINEER

I, Jonathan Carpenter, Registered Professional Engineer, West Virginia License No. 15425, of The Thrasher Group, Inc., Charleston, West Virginia, hereby certify this 25th day of September, 2013 as follows:

1. My firm is engineer for the acquisition and construction of certain extensions, additions, betterments and improvements (the "Project") to the sewerage system (the "System") of the City of Weirton (the "Issuer"), to be constructed in Hancock County, West Virginia, which acquisition and construction are being permanently 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 September 9, 2013, as supplemented by the Supplemental Resolution of the Issuer adopted September 9, 2013 (collectively, the "Bond Legislation"), the Loan Agreement for the Series 2013 A Bonds by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP"), dated September 25, 2013 (the "Loan Agreement").

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

3. To the best of my knowledge, information and belief, (i) within the limits and in accordance with the applicable and governing contractual requirements relating to the Project, the Project will be constructed in general accordance with the approved plans, specifications and designs prepared by my firm and approved by the DEP and the Authority and any change orders approved by the Issuer, the Authority, the DEP and all necessary governmental bodies; (ii) the schematic design for the Project began before July 1, 2012; (iii) the Project, as designed, is adequate for its intended purpose and has a useful life of at least 22 years, if properly constructed, operated and maintained, excepting anticipated replacements due to normal wear and tear; (iv) the Issuer has received bids for the acquisition and construction of the Project which are in an amount and otherwise compatible with the plan of financing set forth in the Schedule B attached hereto as Exhibit A and Daniel Guida, Esquire, counsel to the Issuer, will ascertain that all successful bidders have made required provisions for all insurance and performance bonds and such insurance policies or binders and such bonds will be verified for accuracy; (v) the successful bidders received any and all addenda to the original bid documents; (vi) 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; (vii) the bid documents relating to the Project reflect the Project as approved by the DEP and the bid forms provided to the bidders contain the critical operational components of the Project; (viii) the successful bids include prices for every item on such bid forms; (ix) the uniform bid procedures were followed; (x) the Issuer has obtained all permits required by the laws of the State of West Virginia and the United States necessary for the acquisition and construction of the

Project and operation of the System; (xi) the net proceeds of the Bonds, together with all other monies on deposit or to be simultaneously deposited and irrevocably pledged thereto and the proceeds of grants, if any, irrevocably committed therefor, are sufficient to pay the costs of acquisition and construction of the Project approved by the DEP; and (xii) attached hereto as Exhibit A is the final amended "Schedule B - Final Total Cost of Project, Sources of Funds and Cost of Financing" for the Project.

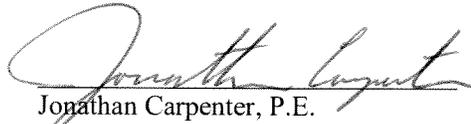
4. The Project will serve no new customers.

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

THE THRASHER GROUP, INC.

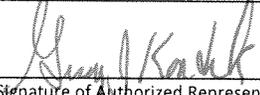
(SEAL)

A handwritten signature in cursive script that reads "Jonathan Carpenter".

Jonathan Carpenter, P.E.  
West Virginia License No. 15425

**POST-BID**  
**SCHEDULE B--TOTAL PROJECT**  
City of Weirton Sanitary Board - Fifth Street - 10" Gravity Sewer Line  
SEWER PROJECT - IJDC #2011S-1300, DEP CWSRF C-544528  
**COST OF PROJECT, SOURCES OF FUNDS AND COST OF FINANCING**  
09/05/13 - FINAL

A. Cost of Project	Total	United Bank Interim Loan	DEP CWSRF (3%, 20 yrs)	Sanitary Board
1. Construction				
a. Contract 1 (James White)	522,283	522,283	0	0
b. Contract 2	2,596,351	0	2,596,351	0
c. Contract 3	1,160,000	0	1,160,000	0
d. Contract 4	71,000	0	71,000	0
e. AH Equipment Company	2,662	2,662	0	0
f. Alex Paris Contracting	110,965	110,965	0	0
g. Robinson Pipe Cleaning	5,500	5,500	0	0
h. Construction Contingency	191,368	0	191,368	0
i. Future Contract - Generator & Misc WWTP	480,400	0	405,863	74,537
2. Technical Services				
a. Planning	40,000	40,000	0	0
b. Preliminary Design	70,000	70,000	0	0
c. Final Design	223,500	80,000	143,500	0
d. Bidding & Negotiation	20,000	5,000	15,000	0
e. Construction	90,000	10,000	80,000	0
f. Resident Project Representative	200,000	44,909	155,091	0
g. Post Construction	10,000	0	10,000	0
h. Special Services	2,300	2,300	0	0
i. Engineering Svcs for Generator	15,000	0	15,000	0
3. Legal & Administration				
a. Legal	40,000	27,781	12,219	0
b. Legal - Land & ROW	0	0	0	0
c. Accounting	25,000	17,231	7,769	0
d. Project Coordinator	25,000	3,738	21,262	0
4. Sites and Other Lands				
a. Sites and Lands	0	0	NA	0
b. Right-of-ways	0	0	NA	0
5. Miscellaneous				
a. Permits	30,000	4,500	25,500	0
6. Interim Financing				
a. United Bank Loan	0	0	961,869	0
b. Interest	1,708	0	1,708	0
c. Project Contingency	0	0	0	0
8. Sub-Total (lines 1 thru 7)	5,933,037	946,869	5,873,500	74,537
<b>B. Cost of Financing</b>				
9. Capitalized Interest	0	0	0	0
10. Other Costs				
a. Bond Counsel	45,000	15,000	30,000	0
b. Bank Registrar Fee	500	0	500	0
c. Funded Reserve	0	0	0	0
11. Total Cost of Financing	45,500	15,000	30,500	0
12. Total Project Cost (line 9 plus line 11)	5,978,537	961,869	5,904,000	74,537
<b>C. Sources of Funds</b>				
13. Federal Grants:	0		0	0
14. State Grants :	0		0	0
15. Other Grants:	0		0	0
16. Other Sources:	74,537		0	74,537
17. Total of Sources (lines 13 thru 16)	74,537		0	74,537
18. Size of Bond Issue	5,904,000		5,904,000	0

  
Signature of Authorized Representative

9/9/13  
Date

  
Thrasher Engineering

9/11/13  
Date



September 25, 2013

City of Weirton  
Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

City of Weirton  
Weirton, West Virginia

West Virginia Water Development Authority  
Charleston, West Virginia

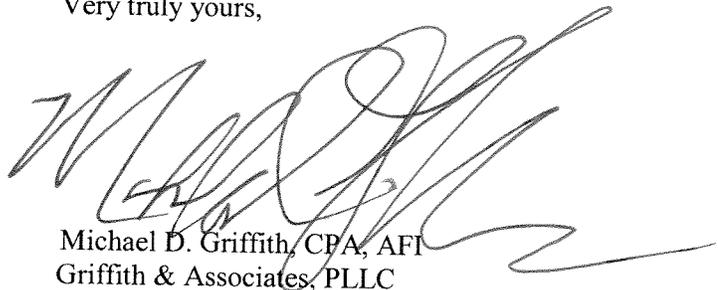
West Virginia Department of Environmental Protection  
Charleston, West Virginia

Ladies and Gentlemen:

Based upon the rates and charges set forth in the sewer rate ordinance of the City of Weirton (the "Issuer"), enacted November 7, 2011 and projected operation and maintenance expenses and anticipated customer usage as furnished to us by Thrasher Engineering, Inc., the Consulting Engineers to the Issuer, it is our opinion that such rates and charges will be sufficient to provide revenues which, together with other revenues of the sewerage system (the "System") of the Issuer, will pay all repair, operation and maintenance expenses of the System and leave a balance each year equal to at least 115% of the maximum amount required in any year for debt service on the Issuer's Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), issued in the principal amount of \$5,904,000 (the "Bonds"), and all other obligations secured by a lien on or payable from such revenues, including the Issuer's Sewer Revenue Bond, Series 2007 A (West Virginia SRF Program), dated April 11, 2007, issued in the original aggregate principal amount of \$4,199,404 (the "Series 2007 A Bonds" or the "Prior Bonds"), and that such rates and charges shall be sufficient to comply with the other requirements of the Loan Agreement.

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

Very truly yours,



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

MDG/dk

Michael D. Griffith, CPA, AFI  
[mgriffith@gcorpwv.com](mailto:mgriffith@gcorpwv.com)

950 Little Coal River Road Alum Creek, WV 25003  
Phone: (304) 756.3600 Facsimile: (304) 756.2911

## 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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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  $89^{\circ} 13'$  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  $80^{\circ} 35'$  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 sinuosities 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 Pennsylvania 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 Pennsylvania 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 former 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 former Weirton Heights city line and northwardly along the same line to its point of intersection with the center line of Pennsylvania Avenue; thence westwardly along the center line of Pennsylvania Avenue to the point of beginning being the intersection of Main Street and Pennsylvania Avenue. 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 Harmon 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 vicinity 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 southern 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 intersection 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 beginning which is the intersection of Pennsylvania Avenue and North 20th Street. The above comprises 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 violation 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 which 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 void 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 corporation 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 same 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 the traffic passing thereover.
5. Street names; renumbering of houses. To change the name of any street, avenue 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, sidewalks, 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 kept 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, mendicants, beggars, tramps, prostitutes, drunken or disorderly persons within the City, and to provide for their arrest and manner of punishment.
10. Bringing person or animal afflicted with contagious disease into the City. To prohibit by ordinance the bringing into the City of any person or animal afflicted with contagious or infectious disease, and to punish any violator of said ordinance who 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 houses 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 structures and plans and specifications thereof to be first submitted to the Building Inspector.
14. Construction, maintenance, etc., of ditches, drains, etc. To control the opening 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 unsafe 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 drug
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 corporation 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 exercise 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 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 ordinances or resolutions of the Council. The jurisdiction of all police officers shall extend to all parts of the City of Weirton, and to 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 Monday 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 participate 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 enjoyment 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 described 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 governing 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 immunities 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 VII  
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, on or before March 31 preceding such primary election date, a statement of his candidacy in substantially the following form:

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 eligibility 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

*Original Charter  
States 10 days prior*

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



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

OATH OF OFFICE

STATE OF WEST VIRGINIA  
COUNTY OF HANCOCK

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

“My name is Ron Jones and I have  
duly, regularly and properly been elected to the office of Councilman, Ward I  
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.

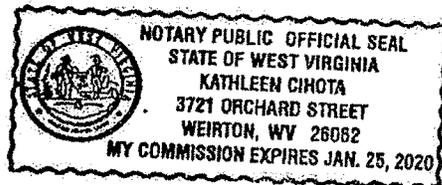
I will support the Constitution of the United States, the Constitution of the  
State of West Virginia, the Ordinances of the City of Weirton, and I will honestly  
discharge the duties of the said office to which I was elected to the best of my skill  
and judgment, so help me God.”

And further affiant saith not.

Ron Jones  
AFFIANT

Taken, subscribed and sworn to before me this Thirtieth day of June, 2011.

Kathleen Cihota



OATH OF OFFICE

STATE OF WEST VIRGINIA  
COUNTY OF HANCOCK

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

"My name is Charles R. Wright and I have  
duly, regularly and properly been elected to the office of Councilman, Ward II  
of the City of Weirton, West Virginia.

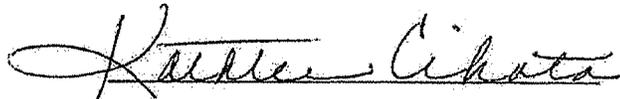
I possess, respectively, the qualifications prescribed by the Charter of the  
City of Weirton to hold such office and am not subject to any of the  
disqualifications prescribed in such Charter, aforesaid.

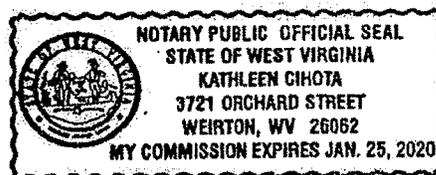
I will support the Constitution of the United States, the Constitution of the  
State of West Virginia, the Ordinances of the City of Weirton, and I will honestly  
discharge the duties of the said office to which I was elected to the best of my skill  
and judgment, so help me God."

And further affiant saith not.

  
AFFIANT

Taken, subscribed and sworn to before me this Thirtieth day of June, 2011.





OATH OF OFFICE

STATE OF WEST VIRGINIA  
COUNTY OF HANCOCK

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

"My name is Fred Marsh and I have  
duly, regularly and properly been 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.

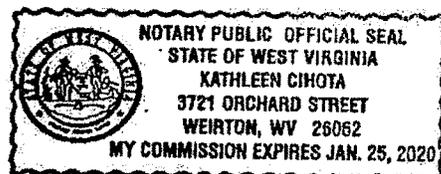
I will support the Constitution of the United States, the Constitution of the  
State of West Virginia, the Ordinances of the City of Weirton, and I will honestly  
discharge the duties of the said office to which I was elected to the best of my skill  
and judgment, so help me God."

And further affiant saith not.

Fred Marsh  
AFFIANT

Taken, subscribed and sworn to before me this Thirtieth day of June, 2011.

Kathleen Cihota



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 been 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.

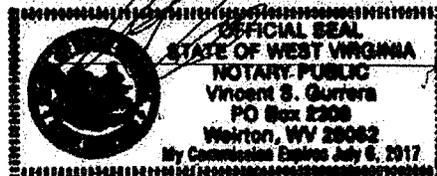
I will support the Constitution of the United States, the Constitution of the  
State of West Virginia, the Ordinances of the City of Weirton, and I will honestly  
discharge the duties of the said office to which I was elected to the best of my skill  
and judgment, so help me God."

And further affiant saith not.

  
AFFIANT

Taken, subscribed and sworn to before me this First 28<sup>th</sup> day of June, 2011.

*July 6, 2017*



OATH OF OFFICE

STATE OF WEST VIRGINIA  
COUNTY OF HANCOCK

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

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

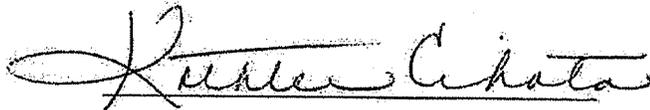
I possess, respectively, the qualifications prescribed by the Charter of the  
City of Weirton to hold such office and am not subject to any of the  
disqualifications prescribed in such Charter, aforesaid.

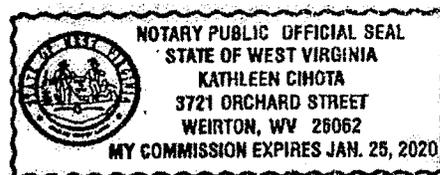
I will support the Constitution of the United States, the Constitution of the  
State of West Virginia, the Ordinances of the City of Weirton, and I will honestly  
discharge the duties of the said office to which I was elected to the best of my skill  
and judgment, so help me God."

And further affiant saith not.

  
AFFIANT

Taken, subscribed and sworn to before me this Thirtieth day of June, 2011.





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  
duly, regularly and properly been elected to the office of Councilman, Ward VI  
of the City of Weirton, West Virginia.

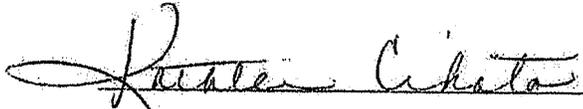
I possess, respectively, the qualifications prescribed by the Charter of the  
City of Weirton to hold such office and am not subject to any of the  
disqualifications prescribed in such Charter, aforesaid.

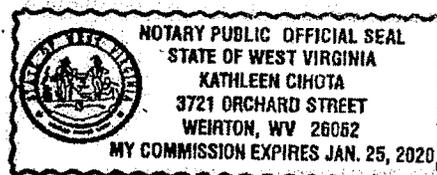
I will support the Constitution of the United States, the Constitution of the  
State of West Virginia, the Ordinances of the City of Weirton, and I will honestly  
discharge the duties of the said office to which I was elected to the best of my skill  
and judgment, so help me God."

And further affiant saith not.

  
\_\_\_\_\_  
AFFIANT

Taken, subscribed and sworn to before me this Thirtieth day of June, 2011.





OATH OF OFFICE

STATE OF WEST VIRGINIA  
COUNTY OF HANCOCK

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

"My name is Terry Weigel and I have  
duly, regularly and properly been 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.

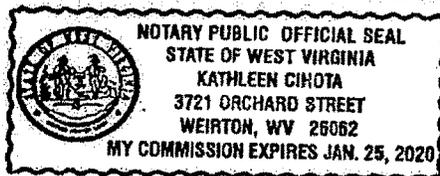
I will support the Constitution of the United States, the Constitution of the  
State of West Virginia, the Ordinances of the City of Weirton, and I will honestly  
discharge the duties of the said office to which I was elected to the best of my skill  
and judgment, so help me God."

And further affiant saith not.

Terry R. Weigel  
AFFLIANT

Taken, subscribed and sworn to before me this Thirtieth day of June, 2011.

Kathleen Cihota



OATH OF OFFICE

STATE OF WEST VIRGINIA  
COUNTY OF HANCOCK

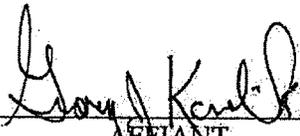
This day personally appeared before the undersigned authority,  
George Kondik who being by me first duly sworn, according  
to law, deposes and says:

“My name is George Kondik and I have  
duly, regularly and properly been 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.

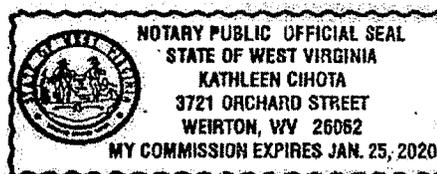
I will support the Constitution of the United States, the Constitution of the  
State of West Virginia, the Ordinances of the City of Weirton, and I will honestly  
discharge the duties of the said office to which I was elected to the best of my skill  
and judgment, so help me God.”

And further affiant saith not.

  
AFFIANT

Taken, subscribed and sworn to before me this Thirtieth day of June, 2011.





**ORDINANCE NO. 1709****AN ORDINANCE ESTABLISHING AND FIXING RATES,  
FEES AND CHARGES OF THE MUNICIPAL SANITARY BOARD  
OF THE CITY OF WEIRTON, WEST VIRGINIA**

WHEREAS, it is necessary for the City of Weirton to undertake improvements to its sewer system and comply with an administrative order; 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 sewer system, the City Council of the City of Weirton deems it advisable and necessary that its present sewer rates and charges for service provided by the City be increased in two phases.

THE CITY COUNCIL OF THE CITY OF WEIRTON HEREBY ORDAINS: The following two-phase increase in rates, fees and charges for sewer service provided by the City 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. 7, currently on file with the Public Service Commission of West Virginia:

**PHASE I****[Effective 45 Days From Passage of Ordinance]****APPLICABLE**

Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

**AVAILABILITY OF SERVICE**

Available for sanitary sewer service

**RATE (Based on metered amount of water supplied)**

All gallons used bi-monthly

\$3.61 per 1,000 gallons

**CUSTOMER CHARGE**

\$6.98 monthly

**UNMETERED CUSTOMER CHARGE**

\$32.52 bi-monthly (flat rate equivalent to 4,500 gallons of water usage per month)

**MINIMUM CHARGE**

No bill shall be rendered for less than \$12.95 bi-monthly plus the customer charge

#### DELAYED PAYMENT PENALTY

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

#### MONTHLY OR BI-MONTHLY BILLINGS

The above rates and charges may be adjusted to a monthly or bi-monthly basis providing no lower charges.

#### MULTIPLE OCCUPANCY

In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

#### SEWER CONNECTION CHARGE

The charge for an approved service connection to the sanitary system will be a flat two hundred fifty dollars (\$250) for all new taps to the system. Rules, regulations and other provisions governing the use of the sewage facilities shall be consistent with those stated in the tariff issued on January 30, 1964.

#### METHOD OF PAYMENT

Payment for services rendered may be made by Visa, Mastercard, Discover, and Telecheck, as well as cash or money order.

#### 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 due to any reason.

#### INDUSTRIAL SERVICE

The charge for the treatment of industrial wastes will be calculated on the basis of the following formula:

$$C_i = V_o V_i + B_o B_i + S_o S_i$$

$C_i$  = Charge to industrial users.

$V_o$  = Average unit cost of transport and treatment chargeable to volume, in dollars per gallon

$V_i$  = Volume of waste water from industrial users, in gallons per year

$B_o$  = Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD), in dollars per pound

- Bi = Weight of BOD from industrial users, in pounds per year
- So = Average unit cost of treatment (including sludge treatment) chargeable to total solids, in dollars per pound
- Si = Weight of total solids from industrial users, in pounds per year

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

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

Any industrial user listed on the Sanitary Board's NPDES Permit as having waste streams containing metals shall be charged a rate of \$5.00 per thousand gallons.

#### SEPTIC TANK HAULERS

Any person or company hauling approved domestic waste from septic tanks to the Waste Water Treatment Plant shall be charged \$15.00 per thousand gallons. All bills shall be net 30 and subject to a delayed penalty payment of 10%.

#### RECREATION VEHICLE CHARGE

All recreation vehicles disposing of waste generated from an RV shall be charged \$3.00 per unit.

#### APPLICABLE INSIDE AND OUTSIDE OF THE CORPORATE LIMITS OF THE CITY OF WEIRTON

Where the amount of sanitary sewage discharged into the Weirton treatment system by an industrial plant or industrial plants cannot be accurately determined by the use of the plant's water meter or meters, a special formula will be used whereby such plant or plants will pay to the Sanitary Board of the City a sewer charge calculated at sixty (60) gallons of water per each employee at the plant each working day.

**NO FREE SERVICES**

The City will not render or cause to be rendered any free services of any nature by the Sewer Facilities, nor will any preferential rates be established for users of the same class; and in the event the City or any department, agency, instrumentality, officer or employee thereof shall avail itself or themselves of the facilities or services provided by the Sewer Facilities, or any part thereof the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged the City, and any such department, agency, instrumentality, officer or employee thereof. Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges incurred by it. The revenues so received shall be deemed to be revenues derived from the operation of the Sewer Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Sewer Facilities.

**NO ALLOWANCE FOR LEAKS**

No allowance or adjustment in any bill for use of the Sewer Facilities shall be made for any leakage occurring on the customer's side of any water meter. However, if the leakage is the first leakage for a domestic customer, the customer's bill will be adjusted to eliminate payment for the estimated amount of leakage. The customer will be requested to make required repairs and will be advised that no further adjustment will be made for any future leakage.

**PHASE II**

**[Effective upon completion of the sewer system upgrade project  
or upon commencement of debt service, whichever first occurs]**

**APPLICABLE**

Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

**AVAILABILITY OF SERVICE**

Available for sanitary sewer service

**RATE** (Based on metered amount of water supplied)

All gallons used bi-monthly

\$4.19 per 1,000 gallons

**CUSTOMER CHARGE**

\$8.09 monthly

**UNMETERED CUSTOMER CHARGE**

\$37.70 bi-monthly (flat rate equivalent to 4,500 gallons of water usage per month)

MINIMUM CHARGE

No bill shall be rendered for less than \$15.01 bi-monthly plus the customer charge

DELAYED PAYMENT PENALTY

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

MONTHLY OR BI-MONTHLY BILLINGS

The above rates and charges may be adjusted to a monthly or bi-monthly basis providing no lower charges.

MULTIPLE OCCUPANCY

In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

SEWER CONNECTION CHARGE

The charge for an approved service connection to the sanitary system will be a flat two hundred fifty dollars (\$250) for all new taps to the system. Rules, regulations and other provisions governing the use of the sewage facilities shall be consistent with those stated in the tariff issued on January 30, 1964.

METHOD OF PAYMENT

Payment for services rendered may be made by Visa, Mastercard, Discover, and Telecheck, as well as cash or money order.

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 due to any reason.

INDUSTRIAL SERVICE

The charge for the treatment of industrial wastes will be calculated on the basis of the following formula:

$$Ci = VoVi + BoBi + SoSi$$

Ci = Charge to industrial users.

Vo = Average unit cost of transport and treatment chargeable to volume, in dollars per gallon

Vi = Volume of waste water from industrial users, in gallons per year

- Bo = Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD), in dollars per pound
- Bi = Weight of BOD from industrial users, in pounds per year
- So = Average unit cost of treatment (including sludge treatment) chargeable to total solids, in dollars per pound
- Si = Weight of total solids from industrial users, in pounds per year

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

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

Any industrial user listed on the Sanitary Board's NPDES Permit as having waste streams containing metals shall be charged a rate of \$5.00 per thousand gallons.

#### SEPTIC TANK HAULERS

Any person or company hauling approved domestic waste from septic tanks to the Waste Water Treatment Plant shall be charged \$15.00 per thousand gallons. All bills shall be net 30 and subject to a delayed penalty payment of 10%.

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All recreation vehicles disposing of waste generated from an RV shall be charged \$3.00 per unit.

#### APPLICABLE INSIDE AND OUTSIDE OF THE CORPORATE LIMITS OF THE CITY OF WEIRTON

Where the amount of sanitary sewage discharged into the Weirton treatment system by an industrial plant or industrial plants cannot be accurately determined by the use of the plant's water meter or meters, a special formula will be used whereby such

plant or plants will pay to the Sanitary Board of the City a sewer charge calculated at sixty (60) gallons of water per each employee at the plant each working day.

#### **NO FREE SERVICES**

The City will not render or cause to be rendered any free services of any nature by the Sewer Facilities, nor will any preferential rates be established for users of the same class; and in the event the City or any department, agency, instrumentality, officer or employee thereof shall avail itself or themselves of the facilities or services provided by the Sewer Facilities, or any part thereof the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged the City, and any such department, agency, instrumentality, officer or employee thereof. Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges incurred by it. The revenues so received shall be deemed to be revenues derived from the operation of the Sewer Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Sewer Facilities.

#### **NO ALLOWANCE FOR LEAKS**

No allowance or adjustment in any bill for use of the Sewer Facilities shall be made for any leakage occurring on the customer's side of any water meter. However, if the leakage is the first leakage for a domestic customer, the customer's bill will be adjusted to eliminate payment for the estimated amount of leakage. The customer will be requested to make required repairs and will be advised that no further adjustment will be made for any future leakage.

### **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 sewer system 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 **7th** day of **November, 2011**, at **6:45 p.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.

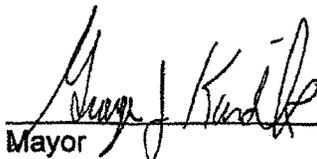
Further, said Notice shall advise the public that a copy of this ordinance is available for public inspection.

CITY OF WEIRTON

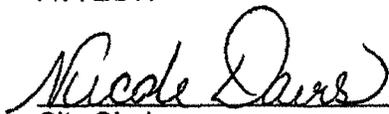
First Reading: October 11, 2011

Publication Date: October 21, 2011

Second Reading: November 7, 2011

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk



**City of Weirton**  
 200 Municipal Plaza  
 Weirton, WV 26062  
 Phone (304) 797-8500  
 ► More Phone Numbers  
 ► Contact us via E-mail

**The City of Weirton, West Virginia**

**City Council Meeting Minutes: October 11, 2011**

WEIRTON CITY COUNCIL

COUNCIL MEETING - REGULAR

TUESDAY, OCTOBER 11, 2011 7:30 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 11, 2011 7:30 P.M. in Council Chambers of the Weirton City Building.

Councilmembers in Attendance:

Councilmember Ron Jones	Ward 1 - Absent
Councilmember Chuck Wright	Ward 2
Councilmember Fred Marsh	Ward 3
Councilmember George Ash	Ward 4
Councilmember George Gaughenbaugh	Ward 5
Councilmember Dave Dalrymple	Ward 6
Councilmember Terry Weigel	Ward 7

City Officials in Attendance:

- John Brown Public Works Director
- Valerie Means City Manager
- Captain Shumate Fire
- Nicole Davis City Clerk
- A.D. Mastrantoni Water/Sewer
- Chief Marshall Police
- Thomas Maher, Jr. Finance Director
- Terry Weigel Parks and Recreation
- Rod Rosnick Inspections
- Rik Rekowski Library

Mayor Kondik led everyone in reciting the Pledge of Allegiance

**APPROVAL OF MINUTES**

A motion was made by Councilman Ash, second by Councilman Marsh to approve the minutes of the: September 12, 2011 - Regular Council Meeting  
 The motion passed by majority, 6/0.

**MAYOR'S AWARDS AND PROCLAMATIONS**

**CITIZEN'S REMARKS**

Bill Brogan: Water Drain  
 Mr. Brogan stated there was a water drain problem on his property on Hanlin Way.

Mike Serafine: WFFA L948  
 Mr. Serafine thanked council for its consideration for employee raises.

## COMMUNICATIONS

Ms. Means announced that Trick or Treat is going to be held October 31 from 6-8.

Motion was made by Councilman Marsh, second by Councilman Ash to convene into executive session.  
The motion passed, 6/0.

Motion was made by Councilman Marsh, second by Councilman Ash to come out of executive session.  
The motion passed, 6/0.

Mr. Guerra stated that sewer contracts and easements were discussed in executive session.

## OLD BUSINESS

N/A

## NEW BUSINESS

Resolution to authorize the city manger to enter into contract for the cleaning of carpets in the Weirton Municipal Building (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.  
The motion passed, 6/0.

Resolution to enter into contract for the purchase of fire incident reporting software (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.  
The motion passed, 6/0.

Resolution to authorize the purchase of advertisement for probationary firefighter testing (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.  
The motion passed, 6/0.

Resolution to enter into contract for consulting services for the City of Weirton Fire Department (Councilman Marsh)

Motion was made by Councilman Marsh, second by Councilman Ash.  
The motion passed, 6/0.

Resolution to give a contribution to the Greater Weirton Area Senior Center (City Manager)

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 6/0.

Ordinance authorizing the issuance by the city of Weirton in one or more series of not more than \$1,300,000 in aggregate principal amount of sewerage system bond anticipation notes, Series 2012A, for the purposes of temporarily financing the costs of design and construction of improvements and extensions to the existing public sewerage facilities of the city and costs of issuance of the notes; providing for the rights and remedies of and security for the registered owners of such notes; authorizing the sale and providing for the terms and provisions of such notes; and enacting other provisions with respect thereto (City Manager)

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.

Councilman Marsh inquired of this was going from Pennsylvania Ave. to the No. 1 Gate.

Mr. Mastrantoni stated that it was.

The motion passed, 6/0.

Ordinance modifying Ordinance #1313, as amended, establishing new minimum and maximum salaries of municipal employees of the various departments within the city of Weirton General Fund (Council)

Motion was made by Councilman Ash, second by Councilman Marsh.

The motion passed, 6/0.

Ordinance modifying Ordinance #1313, as amended, establishing new salaries of employees who are members of the Weirton Municipal Employees Union (WMEU), and authorizing the city manager to sign contracts necessary to place these changes into effect (Council)

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.

The motion passed, 6/0.

Ordinance modifying Ordinance #1313m as amended, establishing new salaries for police officers who are members of the fraternal order of police and for firefighters who are members of the Weirton Firefighters' Association, and authorizing the city manger to sign contacts necessary to place these changes into effect (Council)

Motion was made by Councilman Ash, second by Councilman Marsh.

The motion passed, 6/0.

Resolution to authorize revisions to the 2011-2012 general fund budgets (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.

Roll Call Vote:

Councilman Wright: Yes  
 Councilman Marsh: Yes  
 Councilman Ash: Yes  
 Councilman Gaughenbaugh: Yes  
 Councilman Dalrymple: Yes  
 Councilman Weigel: Yes  
 The motion passed, 6/0.

Ordinance establishing and fixing rates, fees, and charges of the Municipal Sanitary Board of the City of Weirton, West Virginia (City Manager)

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
 The motion passed, 6/0.

Ordinance modifying Ordinance #1313, as amended, establishing various part-time positions within the City of Weirton and establishing the minimum and maximum salaries of these positions of the various departments within the City of Weirton General Fund (Councilman Ash)

Motion was made by Councilman Ash, second by Councilman Marsh.  
 The motion passed, 6/0.

#### APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS N/A

#### ADMINISTRATIVE REPORTS:

##### PUBLIC WORKS-

Mr. Brown thanked council for supporting the salary increase. He also stated that the Fall Clean-Up went well and the final information on cost and tonnage will be completed by Friday.

##### FIRE-

Captain Shumate thanked council for supporting the salary increase. He also stated that the new probationary firefighter has started.

##### CODE-

Mr. Rosnick stated that he had nothing further to report.

##### POLICE-

Chief Marshall stated he had nothing further to report.

Councilman Ash congratulated Chief on the major drug bust and inquired when the department would be hiring a captain.

Ms. Davis interjected that a captain's test is scheduled at the end of the month.

##### LIBRARY-

Mr. Rekowski thanked council for supporting the salary increase. He also stated that there is a writing workshop as well as a public reception on Saturday.

##### WATER/SEWER-

Mr. Mastrantoni thanked council for their action with the sewage problem.

##### PARKS/RECREATION-

Councilman Weigel stated another project is going to be started at the community center. Renovations to the main entrance and the hallway area upstairs are being constructed.

##### FINANCE

Mr. Maher stated:

General Fund Cash Report for September, 2011

Beginning Cash Balance	\$1,919,159.36
Interest on Checking	\$848.12
Deposits	\$1,898,398.00
Draw-downs on investments	\$
Disbursements	\$(1,398,277.26)
Deposits to Investments	\$(1,000,000.00)

Ending Cash Balance	\$1,420,128.22
Beginning Investment Balance	\$1,463,725.25
Interest on Investments	\$
Withdrawals	\$
Ending Investment Balance	\$2,463,725.24
Petty Cash	\$800.00
Total Cash and Investments Available	\$3,884,653.46

Bills totaling \$17,191.20 need to be paid.

Mayor Kondik called for a motion to accept administrative reports from all departments and pay and unpaid bills. Motion was made by Councilman Ash, second by Councilman Wright. The motion passed, 6/0.

#### ADJOURNMENT

Mayor Kondik called for a motion to adjourn.

Motion was made by Councilman Dalrymple, second by Councilman Gaughenbaugh. The motion passed, 6/0.

With no further business before this October 11, 2011 regular session of the Weirton City Council meeting, the meeting adjourned after the closing prayer.  
Enter page content here.



**City of Weirton**  
 200 Municipal Plaza  
 Weirton, WV 26062  
 Phone (304) 797-8500  
 ► More Phone Numbers  
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The City of Weirton, West Virginia

## City Council Meeting Minutes: November 7, 2011

CITY OF WEIRTON

COUNCIL MEETING - REGULAR

MONDAY, NOVEMBER 7, 2011 7:30 P.M.

A regular meeting of the Common Council of the City of Weirton, Hancock and Brooke Counties, West Virginia was held on Monday, November 7, 2011 7:30 P.M. in Council Chambers of the Weirton City Building.

Councilmembers in Attendance:

Councilmember Ron Jones	Ward 1 - Absent
Councilmember Chuck Wright	Ward 2
Councilmember Fred Marsh	Ward 3
Councilmember George Ash	Ward 4
Councilmember George Gaughenbaugh	Ward 5
Councilmember Dave Dalrymple	Ward 6
Councilmember Terry Weigel	Ward 7

City Officials in Attendance:

Dave Smith Public Works  
 Valerie Means City Manager  
 Captain Shumate Fire  
 Nicole Davis City Clerk  
 A.D. Mastrantoni Water/Sewer  
 Chief Marshall Police  
 Thomas Maher, Jr. Finance Director  
 Terry Weigel Parks and Recreation  
 Rod Rosnick Inspections  
 Rik Rekowski Library

Mayor Kondik led everyone in reciting the Pledge of Allegiance.

APPROVAL OF MINUTES

A motion was made by Councilman Ash, second by Councilman Marsh to approve the minutes of the: October 11, 2011 – Regular Council Meeting  
 The motion passed by majority, 6/0.

MAYOR'S AWARDS AND PROCLAMATIONS

Mayor Kondik presented Frank Dorsch with a gold watch for his 47 years of service to the City.  
 Eric Harper from Boy Scout Troop 334 introduced the members of the troop and stated that they were here to observe the process of the council meeting.

CITIZEN'S REMARKS

Brian Lyautey: Downtown

Mr. Lyautey asked that a street sweeper come down more often to his neighborhood. He stated that the middle part of downtown has no businesses.

#### COMMUNICATIONS

Motion was made by Councilman Ash, second by Councilman Marsh to convene into executive session. The motion passed, 6/0.

Motion was made by Councilman Ash, second by Councilman Marsh to come out of executive session. The motion passed, 6/0.

Mr. Guerra stated that salary for personnel positions were discussed in executive session.

#### OLD BUSINESS

Ordinance No. 1705 authorizing the issuance by the City of Weirton in one or more series of not more than \$1,300,000 in aggregate principal amount of sewage system bond anticipation notes, Series 2012A, for the purposes of temporarily financing the costs of design and construction of improvements and extensions to the existing public sewerage facilities of the city and costs of issuance of the notes; providing for the rights and remedies of and security for the registered owners of such notes; authorizing the sale and providing for the terms and provisions of such notes; and enacting other provisions with respect thereto. (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh. The motion passed, 6/0.

Ordinance No. 1706 modifying Ordinance #1313, as amended, and establishing new minimum and maximum salaries of municipal employees of the various departments within the City of Weirton general fund. (Council)

Motion was made by Councilman Ash, second by Councilman Marsh.

Councilman Ash made a motion to amend the ordinance to include hazardous duty pay for the police and fire chiefs, second by Councilman Dalrymple.

The motion for the amendment passed, 6/0.

Councilman Ash made a motion to approve the ordinance as amended, second by Councilman Marsh.

The motion passed, 6/0.

Ordinance No. 1707 modifying Ordinance #1313, as amended, establishing new salaries of employees who are members of the Weirton Municipal Employees Union and authorizing the city manager to sign contracts necessary to place these changes into effect. (Council)

Motion was made by Councilman Ash, second by Councilman Marsh.

The motion passed, 6/0.

Ordinance No. 1708 modifying Ordinance #1313, as amended, establishing new salaries for police officers who are members of the fraternal order of police and for firefighters who are members of the Weirton Firefighters' Association and authorizing the city manager to sign contracts necessary to place these changes into effect. (Council)

Motion was made by Councilman Ash, second by Councilman Marsh.

Ms. Means inquired if these changes would take effect 30 days from this reading.

Mr. Guerra stated that it would.

The motion passed, 6/0.

Ordinance No. 1709 establishing and fixing rates, fees, and charges of the Municipal Sanitary Board of the City of Weirton, West Virginia. (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.

The motion passed, 6/0.

Ordinance No. 1710 modifying Ordinance #1313, as amended, establishing various part-time positions within the City of Weirton and establishing the minimum and maximum salaries of the positions of the various departments within the City of Weirton General Fund (Council)

Motion was made by Councilman Ash, second by Councilman Marsh.

The motion passed, 6/0.

#### NEW BUSINESS

Resolution to authorize the city manger to enter into contract for repairs to the Weirton Social Services Department van (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.

The motion passed, 6/0.

Resolution to authorize the purchase of a sanitation truck for the city of Weirton's Public Works Department (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.

The motion passed, 6/0.

Resolution to enter into contract for purchasing warning lights for Tower 2, Weirton Fire Department (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.  
The motion passed, 6/0.

Resolution to enter into agreement for renewal of health insurance coverage for the City of Weirton employees (City Manager)

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 6/0.

Resolution to authorize the city manager to accept a grant through the Department of Justice's bullet proof vest partnership program for the Weirton Police Department (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.  
The motion passed, 6/0.

Resolution to enter into two year contract for life insurance coverage for City of Weirton employees (City Manger)

Motion was made by Councilman Ash, second by Councilman Marsh.  
The motion passed, 6/0.

Resolution to enter into agreement for vision insurance coverage for City of Weirton employees (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.  
The motion passed, 6/0.

Resolution to enter into agreement for HRA direct pay health insurance coverage for the City of Weirton employees (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.  
The motion passed, 6/0.

Resolution to authorize a statement of support from the Weirton City Council for a Brooke-Hancock-Brownfield Assessment grant to develop jobs and opportunities on strategic development sites (City Manager)

Motion was made by Councilman Ash, second by Councilman Marsh.  
The motion passed, 6/0.

#### APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

##### WEIRTON ZONING BOARD

Bob Mrvos:

Motion was made by Councilman Gaughenbaugh, second by Councilman Wright.  
The motion passed, 6/0.

#### ADMINISTRATIVE REPORTS:

##### POLICE-

Chief Marshall stated that he had nothing further to report.

##### CODE-

Mr. Rosnick stated that he had nothing further to report.

##### PUBLIC WORKS-

Mr. Smith stated that the paving program for the city is complete.

##### WATER/SEWER-

Mr. Mastrantoni stated sanitary is addressing line situations as a result of the State St. slip and working with the Public Works department to stabilize the issue.

Councilman Weigel inquired if there were any new projects for water/sewer line replacements in the next few years.

Mr. Mastrantoni stated that the water board viewed the replacement of the 18 inch transmission main at the Weirton water treatment plant as an emergency. The water board has authorized the water department get a manifold system that would establish a new 18 inch interconnection to the existing 24 inch transmission main.

##### LIBRARY-

Mr. Rekowski stated that the Smithsonian exhibit is now being held at the library. November 14-19 is children's book week as well as fine forgiveness.

##### FIRE-

Captain Shumate stated he had nothing further to report.

Councilman Marsh inquired why the fire safety trailer was taken to Home Depot (in Robinson) when there are many businesses in the community that pay their municipal fees.

Captain Shumate stated that one of their voluntary division works there and asks that they participate for the past

3 or 4 years and every time we participate they make a donation. It doesn't conflict with anything they have scheduled.

PARKS/RECREATION-

Councilman Weigel thanked Public Works for their assistance in the completion of the garage at the old Cove Valley Site. The Millsop center has a project that requires the members to use the side entrance of the facility.

FINANCE

Mr. Maher stated:

General Fund Cash Report for October, 2011

Beginning Cash Balance	\$1,420,128.22
Interest on Checking	\$437.48
Deposits	\$1,049,523.17
Draw-downs on Investments	\$
Disbursement	\$(962,352.34)
Deposits to Investments	\$(700,000.00)
Ending Cash Balance	\$807,736.53
Beginning Investment Balance	\$2,463,731.52
Interest on Investment	\$
Interest Proceeds	\$997.26
Withdraws	\$
End Investment Balance	\$3,164,728.78
Petty Cash	\$800.00
Total Cash and Investments Available	\$3,973,265.31

Bills totaling \$10,004.11 need to be paid.

Mayor Kondik called for a motion to accept administrative reports from all departments and pay and unpaid bills. Motion was made by Councilman Marsh, second by Councilman Ash. The motion passed, 6/0.

ADJOURNMENT

Mayor Kondik called for a motion to adjourn.

Motion was made by Councilman Marsh, second by Councilman Wright. The motion passed, 6/0.

With no further business before this November 7, 2011 regular session of the Weirton City Council meeting, the meeting adjourned after the closing prayer.  
page content here.

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 Certify that the attached advertisement was duly published in said Newspaper for 2 successive week(s) in the issues of

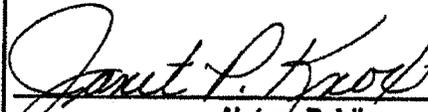
October 21-28, 2011  
Invoice # 2694

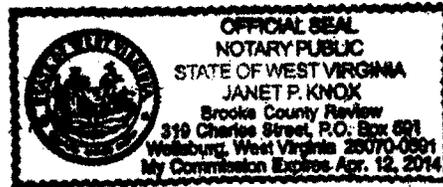
Given under my hand this 28<sup>th</sup> day of October, 2011.

  
Publisher of the Brooke County Review

Printer's Fee \$ 1238.09

Subscribed and sworn to this 28<sup>th</sup> day of October, 2011.

  
Notary Public



My commission expires 4/12/14.



## LEGAL ADVERTISEMENTS



### PUBLIC NOTICE OF PROPOSED ORDINANCE RELATING TO SEWER RATES, FEES AND CHARGES

Notice is hereby given that, on the 11th day of October, 2011, the CITY OF WEIRTON caused to be read an Ordinance proposing increased fees, rates and charges in lieu of the rates contained in its tariff P.S.C. W.Va. No. 7, currently on file with the Public Service Commission of West Virginia, for furnishing sewer service to customers in Brooke and Hancock Counties, West Virginia and is proposing the adoption of the same. The proposed ordinance reads:

#### ORDINANCE NO. 1709 AN ORDINANCE ESTABLISHING AND FIXING RATES, FEES AND CHARGES OF THE MUNICIPAL SANITARY BOARD OF THE CITY OF WEIRTON, WEST VIRGINIA

WHEREAS, it is necessary for the City of Weirton to undertake improvements to its sewer system and comply with an administrative order; 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 sewer system, the City Council of the City of Weirton deems it advisable and necessary that its present sewer rates and charges for service provided by the City be increased in two phases.

THE CITY COUNCIL OF THE CITY OF WEIRTON HEREBY ORDAINS: The following two-phase increase in rates, fees and charges for sewer service provided by the City 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. 7, currently on file with the Public Service Commission of West Virginia:

**PHASE I**  
[Effective 45 Days From Passage of Ordinance]

#### APPLICABLE

Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

#### AVAILABILITY OF SERVICE

Available for sanitary sewer service

**RATE** (Based on metered amount of water supplied)  
All gallons used bi-monthly

\$3.61 per 1,000 gallons

#### CUSTOMER CHARGE

\$6.98 monthly

#### UNMETERED CUSTOMER CHARGE

\$32.52 bi-monthly (flat rate equivalent to 4,500 gallons of water usage per month)

#### MINIMUM CHARGE

No bill shall be rendered for less than \$12.95 bi-monthly plus the customer charge

#### DELAYED PAYMENT PENALTY

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

#### MONTHLY OR BI-MONTHLY BILLINGS

The above rates and charges may be adjusted to a monthly or bi-monthly basis providing no lower charges.

#### MULTIPLE OCCUPANCY

In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

#### SEWER CONNECTION CHARGE

The charge for an approved service connection to the sanitary system will be a flat two hundred fifty dollars (\$250) for all new taps to the system. Rules, regulations and other provisions governing the use of the sewage facilities shall be consistent with those stated in the tariff issued on January 30, 1964.

#### METHOD OF PAYMENT

Payment for services rendered may be made by Visa, Mastercard, Discover, and Telecheck, as well as cash or money order.

#### 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 due to any reason.

#### MONTHLY OR BI-MONTHLY BILLINGS

The above rates and charges may be adjusted to a monthly or bi-monthly basis providing no lower charges.

#### MULTIPLE OCCUPANCY

In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

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#### 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 due to any reason.

#### INDUSTRIAL SERVICE

The charge for the treatment of industrial wastes will be calculated on the basis of the following formula:

$$CI = VoVI + BoBi + SoSi$$

CI = Charge to industrial users.

Vo = Average unit cost of transport and treatment chargeable to volume, in dollars per gallon

VI = Volume of waste water from industrial users, in gallons per year

Bo = Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD), in dollars per pound

Bi = Weight of BOD from industrial users, in pounds per year

So = Average unit cost of treatment (including sludge treatment) chargeable to total solids, in dollars per pound

Si = Weight of total solids from industrial users, in pounds per year

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

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

The charge for the treatment of industrial wastes will be calculated on the basis of the following formula:

$$CI = VoVi + BoBi + SoSi$$

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

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

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Any industrial user listed on the Sanitary Board's NPDES Permit as having waste streams containing metals shall be charged a rate of \$5.00 per thousand gallons.

#### SEPTIC TANK HAULERS

Any person or company hauling approved domestic waste from septic tanks to the Waste Water Treatment Plant shall be charged \$15.00 per thousand gallons. All bills shall be net 30 and subject to a delayed penalty payment of 10%.

#### RECREATION VEHICLE CHARGE

All recreation vehicles disposing of waste generated from an RV shall be charged \$3.00 per unit.

#### APPLICABLE INSIDE AND OUTSIDE OF THE CORPORATE LIMITS OF THE CITY OF WEIRTON

Where the amount of sanitary sewage discharged into the Weirton treatment system by an industrial plant or industrial plants cannot be accurately determined by the use of the plant's water meter or meters, a special formula will be used whereby such plant or plants will pay to the Sanitary Board of the City a sewer charge calculated at sixty (60) gallons of water per each employee at the plant each working day.

#### NO FREE SERVICES

The City will not render or cause to be rendered any free services of any nature by the Sewer Facilities, nor will any preferential rates be established for users of the same class; and in the event the City or any department, agency, instrumentality, officer, or employee thereof shall avail itself or themselves of the facilities or services provided by the Sewer Facilities, or any part thereof the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged the City, and any such department, agency, instrumentality, officer or employee thereof. Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges incurred by it. The revenues so received shall be deemed to be revenues derived from the operation of the Sewer Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Sewer Facilities.

#### NO ALLOWANCE FOR LEAKS

No allowance or adjustment in any bill for use of the Sewer Facilities shall be made for any leakage occurring on the customer's side of any water meter. However, if the leakage is the first leakage for a domestic customer, the customer's bill will be adjusted to eliminate payment for the estimated amount of leakage. The customer will be requested to make required repairs and will be advised that no further adjustment will be made for any future leakage.

#### PHASE II

[Effective upon completion of the sewer system upgrade project or upon commencement of debt service, whichever first occurs]

#### APPLICABLE

Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

#### AVAILABILITY OF SERVICE

Available for sanitary sewer service

RATE (Based on metered amount of water supplied)

All gallons used bi-monthly \$4.19 per 1,000 gallons

#### CUSTOMER CHARGE

\$5.09 monthly

#### UNMETERED CUSTOMER CHARGE

\$37.70 bi-monthly (flat rate equivalent to 4,500 gallons of water usage per month)

#### MINIMUM CHARGE

No bill shall be rendered for less than \$15.01 bi-monthly plus the customer charge

#### DELAYED PAYMENT PENALTY

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

Any industrial user listed on the Sanitary Board's NPDES Permit as having waste streams containing metals shall be charged a rate of \$5.00 per thousand gallons.

#### SEPTIC TANK HAULERS

Any person or company hauling approved domestic waste from septic tanks to the Waste Water Treatment Plant shall be charged \$15.00 per thousand gallons. All bills shall be net 30 and subject to a delayed penalty payment of 10%.

#### RECREATION VEHICLE CHARGE

All recreation vehicles disposing of waste generated from an RV shall be charged \$3.00 per unit.

#### APPLICABLE INSIDE AND OUTSIDE OF THE CORPORATE LIMITS OF THE CITY OF WEIRTON

Where the amount of sanitary sewage discharged into the Weirton treatment system by an industrial plant or industrial plants cannot be accurately determined by the use of the plant's water meter or meters, a special formula will be used whereby such plant or plants will pay to the Sanitary Board of the City a sewer charge calculated at sixty (60) gallons of water per each employee at the plant each working day.

#### NO FREE SERVICES

The City will not render or cause to be rendered any free services of any nature by the Sewer Facilities, nor will any preferential rates be established for users of the same class; and in the event the City or any department, agency, instrumentality, officer or employee thereof shall avail itself or themselves of the facilities or services provided by the Sewer Facilities, or any part thereof the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged the City, and any such department, agency, instrumentality, officer or employee thereof. Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges incurred by it. The revenues so received shall be deemed to be revenues derived from the operation of the Sewer Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Sewer Facilities.

#### NO ALLOWANCE FOR LEAKS

No allowance or adjustment in any bill for use of the Sewer Facilities shall be made for any leakage occurring on the customer's side of any water meter. However, if the leakage is the first leakage for a domestic customer, the customer's bill will be adjusted to eliminate payment for the estimated amount of leakage. The customer will be requested to make required repairs and will be advised that no further adjustment will be made for any future leakage.

#### 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 sewer system 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 7th day of November, 2011, at 6:46 p.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 OF WEIRTON

**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: 10-18, 25, 2011

Given under my hand this 25th day of October 2011

Lisa L. Boyer

////////////////////////////////////

Sworn to and subscribed before me on this 25th day of October, 2011 of, in and for **HANCOCK COUNTY, WEST VIRGINIA**

AMOUNT: \$625.64  
ACCT. #                     

NOTARY:



NANCY KAUFMANN  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 9, 2012

Nancy Kaufmann

**PUBLIC NOTICE OF PROPOSED ORDINANCE RELATING TO SEWER RATES, FEES AND CHARGES**

Notice is hereby given that, on the 11th day of October, 2011, the CITY OF WEIRTON caused to be read an Ordinance proposing increased fees, rates and charges in lieu of the rates contained in its tariff P.S.C. W. Va. No. 7, currently on file with the Public Service Commission of West Virginia, for furnishing sewer service to customers in Brooke and Hancock Counties, West Virginia and is proposing the adoption of the same. The proposed ordinance reads:

**ORDINANCE NO. 1709 AN ORDINANCE ESTABLISHING AND FIXING RATES, FEES AND CHARGES OF THE MUNICIPAL SANITARY BOARD OF THE CITY OF WEIRTON, WEST VIRGINIA**

WHEREAS, it is necessary for the City of Weirton to undertake improvements to its sewer system and comply with an administrative order; 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 sewer system, the City Council of the City of Weirton deems it advisable and necessary that its present sewer rates and charges for service provided by the City be increased in two phases.

**THE CITY COUNCIL OF THE CITY OF WEIRTON HEREBY ORDAINS:** The following two-phase increase in rates, fees and charges for sewer service provided by the City 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. 7, currently on file with the Public Service Commission of West Virginia:

**PHASE I [Effective 45 Days From Passage of Ordinance]**

**APPLICABLE**  
Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

**AVAILABILITY OF SERVICE**  
Available for sanitary sewer service of water supplied)

**RATE** (Based on metered amount of water supplied)  
All gallons used bi-monthly \$3.61 per 1,000 gallons

**CUSTOMER CHARGE**  
\$8.98 monthly

**UNMETERED CUSTOMER CHARGE**  
\$32.52 bi-monthly (flat rate equivalent to 4,500 gallons of water usage per month)

**MINIMUM CHARGE**  
No bill shall be rendered for less than \$12.95 bi-monthly plus the customer charge

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

**MONTHLY OR BI-MONTHLY BILLINGS**  
The above rates and charges may be adjusted to a monthly or bi-monthly basis providing no lower charges.

**MULTIPLE OCCUPANCY**  
In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

made as aforesaid.  
Any industrial user listed on the Sanitary Board's NPDES Permit as having waste streams containing metals shall be charged a rate of \$5.00 per thousand gallons.

**SEPTIC TANK HAULERS**  
Any person or company hauling approved domestic waste from septic tanks to the Waste Water Treatment Plant shall be charged \$15.00 per thousand gallons. All bills shall be net 30 and subject to a delayed penalty payment of 10%.

**RECREATION VEHICLE CHARGE**  
All recreation vehicles disposing of waste generated from an RV shall be charged \$3.00 per unit.

**APPLICABLE INSIDE AND OUTSIDE OF THE CORPORATE LIMITS OF THE CITY OF WEIRTON**

Where the amount of sanitary sewage discharged into the Weirton treatment system by an industrial plant or industrial plants cannot be accurately determined by the use of the plant's water meter or meters, a special formula will be used whereby such plant or plants will pay to the Sanitary Board of the City a sewer charge calculated at sixty (60) gallons of water per each employee at the plant each working day.

**NO FREE SERVICES**  
The City will not render or cause to be rendered any free services of any nature by the Sewer Facilities, nor will any preferential rates be established for users of the same class; and in the event the City or any department, agency, instrumentality, officer or employee thereof shall avail itself or themselves of the facilities or services provided by the Sewer Facilities, or any part thereof the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged the City, and any such department, agency, instrumentality, officer or employee thereof, Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges incurred by it. The revenues so received shall be deemed to be revenues derived from the operation of the Sewer Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Sewer Facilities.

**NO ALLOWANCE FOR LEAKS**  
No allowance or adjustment in any bill for use of the Sewer Facilities shall be made for any leakage occurring on the customer's side of any water meter. However, if the leakage is the first leakage for a domestic customer, the customer's bill will be adjusted to eliminate payment for the estimated amount of leakage. The customer will be requested to make required repairs and will be advised that no further adjustment will be made for any future leakage.

**PHASE II [Effective upon completion of the sewer system upgrade project or upon commencement of debt service, whichever first occurs]**

**APPLICABLE**  
Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

**AVAILABILITY OF SERVICE**  
Available for sanitary sewer service of water supplied) All gallons used bi-monthly - \$4.19 per 1,000 gallons

**CUSTOMER CHARGE**  
\$8.98 monthly

**UNMETERED CUSTOMER CHARGE**  
\$32.52 bi-monthly (flat rate equivalent to 4,500 gallons of water usage per month)

**MINIMUM CHARGE**  
No bill shall be rendered for less than \$12.95 bi-monthly plus the customer charge

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

**MONTHLY OR BI-MONTHLY BILLINGS**  
The above rates and charges may be adjusted to a monthly or bi-monthly basis providing no lower charges.

**MULTIPLE OCCUPANCY**  
In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

waste, and the cost of transport and treatment thereof, will be made. Waste containing materials which, in the judgment of the Sanitary Board, should not be introduced in the sewer system need not be handled by it. The results of this preliminary study will be used to determine the feasibility of the proposed sewer service and the charge therefore, based upon the formula set out above.

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

Any industrial user listed on the Sanitary Board's NPDES Permit as having waste streams containing metals shall be charged a rate of \$5.00 per thousand gallons.

**SEPTIC TANK HAULERS**  
Any person or company hauling approved domestic waste from septic tanks to the Waste Water Treatment Plant shall be charged \$15.00 per thousand gallons. All bills shall be net 30 and subject to a delayed penalty payment of 10%.

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All recreation vehicles disposing of waste generated from an RV shall be charged \$3.00 per unit.

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Where the amount of sanitary sewage discharged into the Weirton treatment system by an industrial plant or industrial plants cannot be accurately determined by the use of the plant's water meter or meters, a special formula will be used whereby such plant or plants will pay to the Sanitary Board of the City a sewer charge calculated at sixty (60) gallons of water per each employee at the plant each working day.

**NO FREE SERVICES**  
The City will not render or cause to be rendered any free services of any nature by the Sewer Facilities, nor will any preferential rates be established for users of the same class; and in the event the City or any department, agency, instrumentality, officer or employee thereof shall avail itself or themselves of the facilities or services provided by the Sewer Facilities, or any part thereof the same rates, fees, or charges applicable to other customers receiving like services under similar circumstances shall be charged the City, and any such department, agency, instrumentality, officer or employee thereof, Such charges shall be paid as they accrue, and the City shall transfer from its general funds sufficient sums to pay such charges incurred by it. The revenues so received shall be deemed to be revenues derived from the operation of the Sewer Facilities, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the Sewer Facilities.

**NO ALLOWANCE FOR LEAKS**  
No allowance or adjustment in any bill for use of the Sewer Facilities shall be made for any leakage occurring on the customer's side of any water meter. However, if the leakage is the first leakage for a domestic customer, the customer's bill will be adjusted to eliminate payment for the estimated amount of leakage. The customer will be requested to make required repairs and will be advised that no further adjustment will be made for any future leakage.

**PHASE II [Effective upon completion of the sewer system upgrade project or upon commencement of debt service, whichever first occurs]**

**APPLICABLE**  
Applicable in entire territory served inside and outside of the corporate limits of the City of Weirton

**AVAILABILITY OF SERVICE**  
Available for sanitary sewer service of water supplied) All gallons used bi-monthly - \$4.19 per 1,000 gallons

**CUSTOMER CHARGE**  
\$8.98 monthly

**UNMETERED CUSTOMER CHARGE**  
\$32.52 bi-monthly (flat rate equivalent to 4,500 gallons of water usage per month)

**MINIMUM CHARGE**  
No bill shall be rendered for less than \$12.95 bi-monthly plus the customer charge

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

**MONTHLY OR BI-MONTHLY BILLINGS**  
The above rates and charges may be adjusted to a monthly or bi-monthly basis providing no lower charges.

**MULTIPLE OCCUPANCY**  
In apartment buildings, shopping centers, mobile homes, mobile home courts, or other multiple occupancy situations, each unit shall be required to pay not less than the minimum bi-monthly charge provided above.

#### SEWER CONNECTION CHARGE

The charge for an approved service connection to the sanitary system will be a flat two hundred fifty dollars (\$250) for all new taps to the system. Rules, regulations, and other provisions governing the use of the sewage facilities shall be consistent with those stated in the tariff issued on January 30, 1984.

#### METHOD OF PAYMENT

Payment for services rendered may be made by Visa, Mastercard, Discover, and Telecheck, as well as cash or money order.

#### 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 due to any reason.

#### INDUSTRIAL SERVICE

The charge for the treatment of industrial wastes will be calculated on the basis of the following formula:

$$CI = VoVI + BoBI + SoSI$$

CI = Charge to Industrial users.

Vo = Average unit cost of transport and treatment chargeable to volume, in dollars per gallon

VI = Volume of waste water from industrial users, in gallons per year

Bo = Average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD), in dollars per pound

BI = Weight of BOD from industrial users, in pounds per year

So = Average unit cost of treatment (including sludge treatment) chargeable to total solids, in dollars per pound

SI = Weight of total solids from industrial users, in pounds per year.

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

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

#### CUSTOMER CHARGE

\$8.09 monthly

#### UNMETERED CUSTOMER CHARGE

\$37.70 bi-monthly (flat rate equivalent to 4,500 gallons of water usage per month)

#### MINIMUM CHARGE

No bill shall be rendered for less than \$15.01 bi-monthly plus the customer charge.

#### DELAYED PAYMENT PENALTY

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

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#### 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 sewer system 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 7th day of November, 2011, at 6:45 p.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 OF WEIRTON

10-18, 25, 2011 Adv.

**PUBLIC NOTICE OF CHANGE IN RATES BY MUNICIPALITIES**

NOTICE is hereby given that the City of Weirton, a municipality, on November 7, 2011, adopted an Ordinance increasing in two phases its rates, fees and charges for furnishing sewer service to 4,587 customers at Weirton, Brooke and Hancock Counties.

The Phase I proposed increased rates, fees and charges will become effective December 22, 2011, unless otherwise ordered by the Public Service Commission and will produce approximately \$439,842 annually in additional revenue, an increase of 22.5%. The average monthly bill for the various classes of customers will be changed as follows:

CLASS	(\$) INCREASE	INCREASE(%)
Residential (4,000 gal/Mo)	\$ 3.94	22.5 %
Commercial (10,000 gal/Mo)	\$ 7.92	22.5 %
Industrial (100,000 gal/Mo)	\$ 67.66	22.5 %
Resale (Varies Irregular)	Varies	Varies

The Phase II proposed increased rates, fees and charges will become effective upon completion of an upcoming sewer upgrade project, or upon commencement of debt service, which first occurs, unless otherwise ordered by the Public Service Commission and will produce approximately \$408,664 annually in additional revenue, an increase of 15.9% above the Phase I rates. The average monthly bill for the various classes of customers will be changed as follows:

CLASS	(\$) INCREASE	INCREASE(%)
Residential (4,000 gal/Mo)	\$ 3.43	15.9 %
Commercial (10,000 gal/Mo)	\$ 6.90	15.9 %
Industrial (100,000 gal/Mo)	\$ 59.01	15.9 %
Resale (Varies Irregular)	Varies	Varies

Sewer resale customers of the City of Weirton include Hancock County Public Service District and Brooke County Public Service District

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore, the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing. The Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges, by:

1. An customer approved by the changed rates or charges who presents to the Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility; or
2. Any customer who is served by a municipally operated public utility and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Commission a petition alleging discrimination 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 who 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, P. O. 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 Clerk Office City of Weirton 200 Municipal Plaza Weirton, West Virginia 26062	Sanitary Board City of Weirton 5800 Freedom Way Weirton, West Virginia 26062
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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.

CITY OF WEIRTON  
bc11111&111811

**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 Certify that the attached advertisement was duly published in said Newspaper for 2 successive week(s) in the issues of

11/14/11 11/18/11  
Invoice # 2731

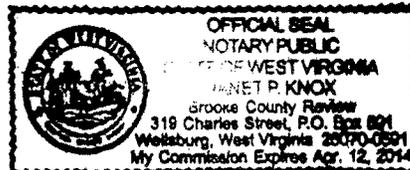
Given under my hand this 18<sup>th</sup> day of Nov, 2011.

*J.W. George Wallace*  
Publisher of the Brooke County Review

Printer's Fee \$ 280.54

Subscribed and sworn to this 18<sup>th</sup> day of Nov, 2011.

*Janet P. Knox*  
Notary Public



My commission expires 4/12/14.

**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: 11-11, 18, 2011

Given under my hand this 18th day of November 2011

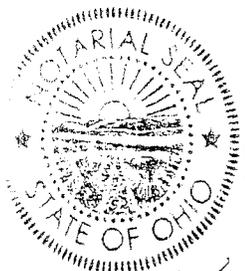
Lisa L. Boyer

////////////////////////////////////

Sworn to and subscribed before me on this 18th day of November, 2011 of, in and for **HANCOCK COUNTY, WEST VIRGINIA**

AMOUNT: \$155.22  
ACCT. # L00773

NOTARY:



NANCY KAUFMANN  
NOTARY PUBLIC - STATE OF OHIO  
MY COMMISSION EXPIRES JUNE 9, 2012

Nancy Kaufmann

**PUBLIC NOTICE OF CHANGE IN RATES BY MUNICIPALITIES**

NOTICE is hereby given that the City of Weirton, a municipality, on November 7, 2011, adopted an Ordinance increasing in two phases its rates, fees and charges for furnishing sewer service to approximately 4,587 customers at Weirton, Brooke and Hancock Counties. The Phase I proposed increased rates, fees and charges will become effective December 22, 2011, unless otherwise ordered by the Public Service Commission and will produce approximately \$439,842 annually in additional revenue, an increase of 22.5%. The average monthly bill for the various classes of customers will be changed as follows:

CLASS (\$)	Increase	Increase (%)
Residential (4,000 gal/Mo)	\$6.90	22.5%
Commercial (10,000 gal/Mo)	\$12.92	22.5%
Industrial (100,000 gal/Mo)	\$67.68	22.5%
Resale (Varies Irregular)	Varies	Varies

The Phase II proposed increased rates, fees and charges will become effective upon completion of an upcoming sewer upgrade project, or upon commencement of debt service, which first occurs, unless otherwise ordered by the Public Service Commission and will produce approximately \$408,664 annually in additional revenue, an increase of 15.9% above the Phase I rates. The average monthly bill for the various classes of customers will be changed as follows:

CLASS (\$)	Increase	Increase (%)
Residential (4,000 gal/Mo)	\$3.43	15.9%
Commercial (10,000 gal/Mo)	\$6.98	15.9%
Industrial (100,000 gal/Mo)	\$59.01	15.9%
Resale (Varies Irregular)	Varies	Varies

Sewer resale customers of the City of Weirton include Hancock County Public Service District and Brooke County Public Service District.

The increases shown are based on averages of all customers in the indicated class. Individual customers may receive increases that are greater or less than average. Furthermore the requested rates and charges are only a proposal and are subject to change (increases or decreases) by the Public Service Commission in its review of this filing. The Commission shall review and approve or modify the increased rates only upon the filing of a petition within thirty (30) days of the adoption of the ordinance changing said rates or charges, by:

1. Any customer aggrieved by the changed rates or charges who presents to the Commission a petition signed by not less than twenty-five percent of the customers served by such municipally operated public utility; or
2. Any customer who is served by a municipally operated public utility and who resides outside the corporate limits and who is affected by the change in said rates or charges and who presents to the Commission a petition alleging discrimination 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 who 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, P. O. Box 812, Charleston, West Virginia 25322

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 Clerk's Office  
City of Weirton  
200 Municipal Plaza  
Weirton, West Virginia 26062  
Sanitary Board  
City of Weirton  
5000 Freedom Way  
Weirton, West Virginia 26062

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.

CITY OF WEIRTON  
11-11, 18, 2011 Adv.

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.

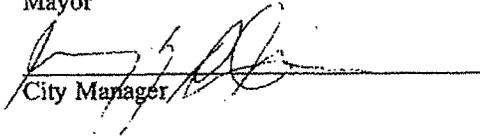
2. Special Meetings. A notice shall be posted by the City Clerk at the front door or bulletin board of the City Hall not less than 72 hours before a specialy scheduled meeting is to be held, stating the date, time, place and purpose for which such special meeting shall be held. If the special meeting 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:



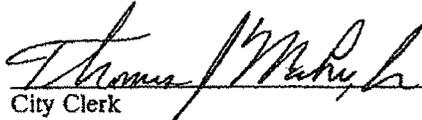
City Clerk

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]

  
\_\_\_\_\_  
City Clerk

04/06/06  
949750.00004

*Ordinance #97*

*Adopted May 21, 1956*

AN ORDINANCE APPOINTING A SANITARY BOARD TO ACQUIRE, CONSTRUCT, EQUIP, ADMINISTER, OPERATE AND MAINTAIN A SEWAGE COLLECTION, PURIFICATION, TREATMENT, AND DISPOSAL SYSTEM OR SYSTEMS WITHIN AND WITHOUT THE CITY OF WEIRTON; TO INVEST IN SUCH BOARD THE CUSTODY OF SUCH SYSTEM OR SYSTEMS AND TO FINANCE THE COST OF THE ACQUISITION, CONSTRUCTION, AND EXTENSION OF ALL SUCH WORKS BY THE ISSUANCE OF REVENUE BONDS AS PROVIDED BY ARTICLES 13 OF CHAPTER 16 OF THE CODE OF WEST VIRGINIA.

WHEREAS, IT IS THE DESIRE OF THE CITY OF WEIRTON TO OWN, ACQUIRE, CONSTRUCT, EQUIP, OPERATE, AND MAINTAIN A SEWAGE COLLECTION SYSTEM OR SYSTEMS, SEWAGE TREATMENT AND/OR PURIFICATION PLANT OR PLANTS, INTERCEPTING SEWERS, OUTFALL SEWERS, FORCE MAINS, PUMP STATIONS, ELEVATION STATION, AND ALL OTHER APPURTENANCES NECESSARY OR USEFUL AND CONVENIENT FOR THE COLLECTION, TREATMENT, PURIFICATION AND DISPOSAL IN A SANITARY MANNER OF THE LIQUID AND SOLID WASTES, NIGHT SOIL, AND INDUSTRIAL WASTES OF THE CITY OF WEIRTON AND/OR OF THE SANITARY DISTRICT, WHEREIN THE CITY OF WEIRTON FINANCE THE ACQUISITION, CONSTRUCTION, AND EXTENSION OF SUCH SYSTEM OR SYSTEMS, WORKS, AND APPURTENANCES BY THE ISSUE OF REVENUE BONDS AND TO PROVIDE FOR THE ESTABLISHMENT AND COLLECTION OF RATES FOR THE USE OF SUCH WORKS AND THE SERVICES THEREBY, ALL AS PROVIDED BY ARTICLES 13 OF CHAPTER 16 OF THE CODE OF WEST VIRGINIA, AS AMENDED;

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE CITY OF WEIRTON AS FOLLOWS:

SECTION 1. THERE IS HEREBY CREATED AND APPOINTED THE SANITARY BOARD OF THE CITY OF WEIRTON CONSISTING OF THE MAYOR OF THE CITY OF WEIRTON, PRESIDENT OF SAID BOARD, Mr. Fungist (L. G. G. N.), A REGISTERED PROFESSIONAL ENGINEER, WHO SHALL SERVE FOR A TERM OF THREE YEARS, AND Mr. Treat J. Giarrachi, A RESIDENT OF THE CITY OF WEIRTON, WHO SHALL SERVE FOR A TERM OF TWO YEARS, NEITHER OF SAID MEMBERS HAVING BEEN AN OFFICER OR EMPLOYEE OF THE CITY OF WEIRTON WITHIN A PERIOD OF ONE YEAR

PRIOR TO THE EFFECTIVE DATE OF THIS ORDINANCE.

SECTION 2. UPON THE EXPIRATION OF EACH OF THE TERMS OF SAID APPOINTEES OTHER THAN THE MAYOR AND OF EACH SUCCEEDING TERM, A SUCCESSOR SHALL BE APPOINTED BY THE COUNCIL FOR A FULL TERM OF THREE YEARS, BUT DURING THE CONSTRUCTION PERIOD OF THE WORKS CONSTRUCTED UNDER THE SUPERVISION AND DIRECTION OF SAID BOARD, ONE MEMBER THEREOF SHALL BE A REGISTERED PROFESSIONAL ENGINEER. THE CHAIRMAN OF THE BOARD SHALL ALWAYS BE THE THEN MAYOR OF THE CITY OF WEIRTON AND VACANCIES TO FILL UNEXPIRED TERMS SHALL BE FILLED BY THE COUNCIL.

SECTION 3. THE BOARD SHALL ELECT A VICE CHAIRMAN FROM ITS MEMBERS AND SHALL DESIGNATE A SECRETARY AND TREASURER (WHO MAY BE ONE AND THE SAME PERSON) WHO NEED NOT BE MEMBERS OF THE BOARD AND WHO SHALL HOLD OFFICE AT THE WILL OF THE BOARD.

EACH MEMBER OF THE BOARD SHALL RECEIVE A SALARY OF \$ 50.00 PER MONTH AND SHALL BE ENTITLED TO PAYMENT FOR HIS REASONABLE EXPENSES INCURRED IN THE PERFORMANCE OF HIS DUTIES.

THE SECRETARY AND TREASURER SHALL BE PAID SUCH REASONABLE COMPENSATION FOR SERVICES AS FROM TIME TO TIME MAY BE FIXED BY THE COUNCIL, AND THE TREASURER SHALL GIVE BOND WITH QUALIFIED CORPORATE SURETY IN THE AMOUNT OF \$5,000.00 OR SUCH OTHER AMOUNT AS THE COUNCIL SUBSEQUENTLY MAY REQUIRE, CONDITIONED FOR THE PROPER APPLICATION OF ALL MONIES RECEIVED BY HIM AS SUCH AND FOR THE FAITHFUL PERFORMANCE OF THE DUTIES OF HIS OFFICE.

ALL COMPENSATION AND ALL EXPENSES INCURRED BY SAID BOARD, ITS OFFICERS AND EMPLOYEES, SHALL BE PAID SOLELY FROM FUNDS AUTHORIZED TO BE COLLECTED AND RECEIVED BY THE BOARD AS PROVIDED BY SAID ARTICLE 13, CHAPTER 16 OF THE CODE OF WEST VIRGINIA.

SECTION 4. THE CONSTRUCTION, ACQUISITION, IMPROVEMENT,

EQUIPMENT, CUSTODY, OPERATION, MAINTENANCE, AND ADMINISTRATION OF ALL WORKS FOR THE COLLECTION, TREATMENT, OR DISPOSAL OF SEWAGE WITHIN THE CITY OF WEIRTON AND IN THE SANITARY DISTRICT WHICH SHALL BE ACQUIRED, CONSTRUCTED, OPERATED, OR MAINTAINED BY SAID BOARD, THE EMPLOYMENT OF ALL ENGINEERS, ARCHITECTS, INSPECTORS, SUPERINTENDENTS, COLLECTORS, ATTORNEYS, AND OTHER EMPLOYEES IN THE JUDGMENT OF THE BOARD NECESSARY TO THE EXECUTION OF ITS POWERS AND DUTIES AND THE COLLECTION OF ALL REVENUES FROM THE WORKS ACQUIRED, CONSTRUCTED, OPERATED, OR MAINTAINED BY IT SHALL BE UNDER THE SUPERVISION AND CONTROL OF THE BOARD.

SECTION 5. IN ADDITION TO THE AUTHORITY AND POWERS ENUMERATED HEREIN, THE BOARD CREATED BY THIS ORDINANCE SHALL BE INVESTED WITH ALL OTHER POWERS AND AUTHORITIES PROVIDED FOR SUCH BOARDS BY SAID ARTICLE 13, CHAPTER 16 OF THE CODE OF WEST VIRGINIA AS AMENDED OR TO BE AMENDED.

SECTION 6. THIS ORDINANCE SHALL TAKE EFFECT. After  
Adoption

First Reading - May 14

and Reading scheduled for  
Special Meeting May 21

Adopted!

CITY OF WEIRTON

Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

PETITION OF SANITARY BOARD

The Sanitary Board of the City of Weirton (the "City") hereby petitions the Council of the City to enact an ordinance directing that Sewer Revenue Bonds of the City be issued pursuant to the provisions of Chapter 16, Article 13 of the West Virginia Code of 1931, as amended, such bonds to be issued in one or more series in an aggregate amount not to exceed \$6,300,000 for the purpose of (i) paying the Prior Notes; (ii) financing the cost of acquisition and construction of certain extensions, additions, betterments and improvements to the existing sewerage system of the City, together with all necessary appurtenances; and (iii) paying the costs of issuance and related costs.

Dated: June 13, 2013.

SANITARY BOARD OF THE CITY OF WEIRTON

By: \_\_\_\_\_

  
Its: Chairman

# **WEIRTON CITY COUNCIL**

## **COUNCIL MEETING - REGULAR**

**MONDAY, JULY 8, 2013 7:30 PM**

A regular meeting of the Common Council of the City of Weirton, Hancock and Brooke Counties, West Virginia was held on Monday, July 8, 2013 at 7:30 P.M. in Council Chambers of the Weirton City Building.

### **Councilmembers in Attendance:**

George Ash	Councilmember Ward 4
Ronnie Jones	Councilmember Ward 1
Fred Marsh	Councilmember Ward 3
Chuck Wright	Councilmember Ward 2
David Dalrymple	Councilmember Ward 6
Terry Weigel	Councilmember Ward 7
George Gaughenbaugh	Councilmember Ward 5

### **City Officials in Attendance:**

Valerie Means	City Manager
Vince Gurrera	City Attorney
Nicole Davis	City Clerk
Thomas Maher, Jr.	Finance Director
Butch Mastrantoni	Water/Sewer
Bruce Marshall	Police Chief
Jerry Shumate	Fire Chief
John Serafini	Inspections
John Brown	Public Works
Terry Weigel	Parks and Recreation
Rick Rekowski	Library

**Mayor Kondik** led everyone in the reciting of the Pledge of Allegiance.

## **APPROVAL OF MINUTES**

A motion was made by Councilman Marsh, second by Councilman Ash to approve the minutes of the:

**June 10, 2013 – Regular Council Meeting**

The motion passed, 7/0.

## **MAYOR'S AWARDS AND PROCLAMATIONS:**

N/A

## **CITIZENS REMARKS:**

**Bill Zanieski: Human Rights Commission**

Mr. Zanieski stated, "the human rights commission has been meeting very infrequently and some members of the commission are no longer attending. There are not many complaints that pertain to what the commission was formed for and the phone messages left for the commission do not fall under the focus of the commission's power."

**Iris Himmelrick: Marland Heights Community Association**

Ms. Himmelrick reviewed the upcoming events in order to raise money for the project to keep Marland Heights pool open.

## **COMMUNICATIONS:**

Councilman Wright stated this past weekend was great and the Wheeling Symphony was the best he had ever heard.

## **OLD BUSINESS**

**Ordinance No. 1751 amending the text of the Unified Development Ordinance Table 1 (City Manager)**

Motion was made by Councilman Marsh, second by Councilman Ash.  
The motion passed, 7/0.

**Ordinance No. 1752, Amendment No. 759, to the Traffic Control Map, to install two (2) "No Parking between the hours of 7:00 AM to 5:00 PM During School Days" signs 100 feet, south from the current 15 foot yellow line at 241 Greenbrier Road (Councilman Marsh)**

Motion was made by Councilman Marsh, second by Councilman Ash.  
The motion passed, 7/0.

## **NEW BUSINESS**

### **Resolution authorizing 2014 per capita contribution to the Brooke-Hancock-Jefferson Metropolitan Planning Commission (City Manager)**

Motion was made by Councilman Ash, second by Councilman Jones.  
The motion passed, 6/1, with Councilman Dalrymple opposing.

### **Resolution authorizing payment of 2013-2014 West Virginia Municipal League dues (City Manager)**

Motion was made by Councilman Wright, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

### **Ordinance to paint a 90 foot yellow line on the west side of Locust Street (Councilman Jones)**

Motion was made by Councilman Jones, second by Councilman Ash.  
The motion passed, 7/0.

### **Ordinance to paint a 4 foot yellow line on either side of the driveway at 512 Locust Street (Councilman Jones)**

Motion was made by Councilman Jones, second by Councilman Ash.  
Councilman Ash made a motion, second by Councilman Jones, to change the term "either" to "each".  
The motion passed, 7/0.

### **Ordinance to paint a 4 foot yellow line on each side of the entrance to Lynn Court cul-de-sac (Councilman Weigel)**

Motion was made by Councilman Weigel, second by Councilman Ash.  
The motion passed, 7/0.

**Ordinance authorizing the payment of the prior notes and the acquisition and construction of certain extensions, additions, betterments and improvements to the existing public sewerage system of the City of Weirton of not more than \$6,300,000 on original aggregate principal amount of sewer revenue bonds, Series 2013 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 relation to the issuance of such bonds; approving, ratifying and confirming loan agreement relating**

**to such bonds; authorizing the sale and providing for the terms and provisions of such bonds and adopting other provisions relation thereto (Mayor)**

Motion was made by Councilman Wright, second by Councilman Jones.  
The motion passed, 7/0.

**Resolution to renew the City's annual support contract with ACCUFUND, Inc. for continued support, maintenance, and enhancement of the City's Accounting Software (City Manager)**

Motion was made by Councilman Marsh, second by Councilman Ash.  
The motion passed, 7/0.

**Resolution to enter into contract for the purchase of rescue saws for the Weirton Fire Department (City Manager)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

**Resolution to enter into agreement for the purchase of 16,000 G.V.W. flatbed trailer for the Public Works Department (City Manager)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

**Resolution to enter into agreement for the purchase of 2006 LEEBOY 7000 LD paver for the Public Works Department (City Manager)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

**Ordinance to install handicapped parking space at 4122 Washington Street (Councilman Ash)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
Councilman Ash requested the ordinance be read as an emergency.

Mayor Kondik called for a roll call vote:

Councilman Ash:	Yes
Councilman Gaughenbaugh:	Yes
Councilman Jones:	Yes
Councilman Weigel:	Yes
Councilman Marsh:	Yes
Councilman Dalrymple:	Yes
Councilman Wright:	Yes

The motion passed, 7/0.

**Resolution enter into contract for training seminar for the Weirton Fire Department (City Manager)**

Motion was made by Councilman Wright, second by Councilman Jones.  
The motion passed, 6/1, with Councilman Dalrymple opposing.

**Resolution to enter into contract for the purchase of two 2014 Ford Utility Police Interceptor vehicles and one 2014 Police Interceptor sedan for the Weirton Police Department utilizing state of West Virginia purchasing contract (City Manager)**

Motion was made by Councilman Marsh, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

**Resolution to place liens against real properties for costs incurred in demolition of unsafe properties pursuant to Ordinance 250 (Cove Road/City Manager)**

Motion was made by Councilman Ash, second by Councilman Jones.  
The motion passed, 7/0.

**APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS**

**Redevelopment Authority:**

**-Gerry Banketas**

Motion was made by Councilman Marsh, second by Councilman Jones.  
The motion passed, 7/0.

**ADMINISTRATIVE REPORTS:**

**PUBLIC WORKS-**

**Mr. Brown** only two trucks work with the existing trailer. The new trailer Council approved is self-propelled. The planters on Main and West Street have been completed and replaced with top soil, mulch and asphalt. The milling and paving of Ward 4 has been completed.

**LIBRARY-**

**Mr. Rekowski** stated the summer reading program has started. The Attorney General's office will be holding a town meeting at the library on July 18. The Teddy Bear Tea will be July 24. A marionette company was here the first week of July.

**INSPECTIONS-**

**Mr. Serafini** stated he had nothing further to report.

**POLICE-**

**Chief Marshall** stated he had nothing further to report.

**FIRE-**

**Chief Shumate** thanked public works for clearing the overgrowth behind County Road fire Station. Probationary firefighter Thomas Baumgardner will be receiving his permanent shield at a ceremony and invited all to attend.

**PARKS/RECREATION-**

**Councilman Weigel** stated the parade was a little longer than last year but everything went well.

**FINANCE-**

**Mr. Maher** stated:

General Fund Cash Report for June, 2013

Beginning Cash Balance:	\$ 794,961.14
Interest on Checking:	\$ 253.68
Deposits:	\$ 361,424.45
Draw-downs on Investment:	\$
Disbursements:	\$ (920,941.33)
Deposits to Investments:	\$
Ending Cash Balance:	\$ 235,588.36
Beginning Investment Balance:	\$ 1,119,245.95
Interest on Investments:	\$
Interest Proceeds:	\$
Deposits:	\$
Withdraws:	\$ 0.00
Ending Investment Balance:	\$ 1,119,244.96
Petty Cash:	\$ 800.00
Total Cash and Investments Available:	\$ 1,355,634.32

Mayor Kondik called for a motion to accept administrative reports from all departments. Motion was made by Councilman Marsh, second by Councilman Jones. The motion passed, 7/0.

**ADJOURNMENT**

Mayor Kondik called for a motion to adjourn. Motion was made by Councilman Marsh, second by Councilman Ash. The motion passed, 7/0.

# **WEIRTON CITY COUNCIL**

## **COUNCIL MEETING - REGULAR**

**MONDAY, AUGUST 12, 2013 7:30 PM**

A regular meeting of the Common Council of the City of Weirton, Hancock and Brooke Counties, West Virginia was held on Monday, August 12, 2013 at 7:30 P.M. in Council Chambers of the Weirton City Building.

### **Councilmembers in Attendance:**

George Ash	Councilmember Ward 4
Ronnie Jones	Councilmember Ward 1
Fred Marsh	Councilmember Ward 3
Chuck Wright	Councilmember Ward 2
David Dalrymple	Councilmember Ward 6
Terry Weigel	Councilmember Ward 7
George Gaughenbaugh	Councilmember Ward 5

### **City Officials in Attendance:**

Valerie Means	City Manager
Vince Gurrera	City Attorney
Nicole Davis	City Clerk
Thomas Maher, Jr.	Finance Director
Butch Mastrantoni	Water/Sewer
Bruce Marshall	Police Chief
Jerry Shumate	Fire Chief
Rod Rosnick	Inspections
John Brown	Public Works
Rick Rekowski	Library

**Mayor Kondik** led everyone in the reciting of the Pledge of Allegiance.

## **APPROVAL OF MINUTES**

A motion was made by Councilman Marsh, second by Councilman Ash to approve the minutes of the:

### **July 8, 2013 – Regular Council Meeting**

The motion passed, 7/0.

## **MAYOR'S AWARDS AND PROCLAMATIONS:**

Mayor Kondik stated we have two gentlemen in the audience that would like to present a couple of checks.

Senator Jack Yost and Senator Rocky Fitzsimmons presented Dennis Jones, president of the Museum and Cultural Center, a Governor's Participation Grant in the amount of \$9,000 for renovations to the Museum and Cultural Center.

Senator Fitzsimmons presented Councilman Weigel a check in the amount of \$10,000 for the Starvaggi Pool Project.

## **CITIZENS REMARKS:**

### **John Brown: Seneca St. Access**

Mr. Brown stated, "I have property on Seneca Street. At the end of Seneca there is a turn around and the property is for sale at this time. But they won't let anyone park there and I was wondering what the liability of the city is in annexing that turn around so that people can park and turn around that live on Seneca.

Attorney Gurrera stated, "My understanding is it's a privately owned property and the city is unable to do anything unless it wants to buy the property. I can contact the attorney of the property and discuss the possibility of selling."

### **Diane Pastoric: ICE Project**

Ms. Pastoric stated, "We are promoting the ICE Project which is an internationally recognized In Case of Emergency Project. We would like to do is have everyone ICE their phone. The purpose of this a lot of people have in case of emergency on their cell phone, but when you use this sticker, that shows the first responders that your contact has all of your medical information. I contacted WAARS and the fire departments and they are standing 100% in support of this."

### **Iris Himmelrick: Marland Heights Pool**

Ms. Himmelrick stated, "We started to today with the architectural firm to start going through the pool in preparation of the feasibility study. Plans are in place for our second annual Oldies in the Park Concert. We're also going to have a classic car show and all proceeds from the project will go to saving Marland Heights Pool project."

## **COMMUNICATIONS:**

Mayor Kondik stated, "Thank you for everyone who showed up at the Municipal League. It was very a knowledgeable session about home rule. We spent the whole day learning about the laws."

## **OLD BUSINESS:**

### **Ordinance No. 1754, Amendment No. 761, to the Traffic Control Map to paint a 90 foot yellow line on the west side of Locust Street (Councilman Jones)**

Motion was made by Councilman Jones, second by Councilman Ash.  
The motion passed, 7/0.

### **Ordinance No. 1755, Amendment No. 762, to the Traffic Control Map to paint a 4 foot yellow line on each side of the driveway at 512 Locust Street (Councilman Jones)**

Motion was made by Councilman Jones, second by Councilman Ash.  
The motion passed, 7/0.

### **Ordinance No. 1756, Amendment No. 763, to the Traffic Control Map to paint a 4 foot yellow line on each side of the entrance to the Lynn Court cul-de-sac (Councilman Weigel)**

Motion was made by Councilman Weigel, second by Councilman Ash.  
The motion passed, 7/0.

### **Ordinance No. 1757 authorizing the payment of the prior notes and the acquisition and construction of certain extensions, additions, betterments and improvements to the existing public sewerage system of the City of Weirton and the financing of the cost thereof, not otherwise provided through the issuance by the City of Weirton of not more than \$6,300,000 in original aggregate principal amount of sewer revenue bonds, Series 2013 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 loan agreement relation to such bonds; authorizing the sale and providing for the terms and provisions of such bonds and adopting other provisions relating thereto (Mayor)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

## **NEW BUSINESS:**

### **Resolution to enter into contract for the purchase of one 2014 Ford Explorer Interceptor for the Public Works Department (City Manager)**

Motion was made by Councilman Marsh, second by Councilman Ash.  
The motion passed, 7/0.

### **Resolution establishing signatory authority for the Mayor of the City of Weirton regarding the Weirton Sanitary Board's Collection Improvements Project (City Manager)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

### **Resolution to enter into contract for the purchase of road de-icing salt for the Public Works Department (City Manager)**

Motion was made by Councilman Marsh, second by Councilman Ash.  
The motion passed, 7/0.

### **Resolution to enter into contract for the purchase of one 2014 HINO 338 dump truck for the Public Works Street Department (City Manager)**

Motion was made by Councilman Marsh, second by Councilman Ash.

Councilman Dalrymple stated, "This is a WV assembled vehicle and also provides jobs for our fellow West Virginians. It's good to see that we're supporting the state's companies by purchasing this truck."

The motion passed, 7/0.

## **APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS:**

N/A

## **ADMINISTRATIVE REPORTS:**

### **PUBLIC WORKS-**

**Mr. Brown** stated 15,000 tons of salt was purchased last year. There is a carryover of 1100 tons. There is 1300 tons in the salt mine.

Councilman Gaughenbaugh asked if the paving project has been started.

Mr. Brown stated he has put a call in to the company but has yet to hear anything back.

Councilman Dalrymple suggested communicating by email.

Mr. Brown stated he has looked for other vendors but most do only small jobs.

### **LIBRARY-**

**Mr. Rekowski** stated the library is preparing for Labor Day and fall hours. He thanked Public Works for installing fluorescent bulbs. They are currently compiling the data

regarding the building to submit to Charleston.

**POLICE-**

**Chief Marshall** stated he had nothing further to report.

**INSPECTIONS-**

**Mr. Rosnick** stated he had nothing further to report.

**WATER/SEWER-**

**Mr. Mastrantoni** stated there is an August 15 meeting with the Mayor, City Manager, and Thrasher to sequence the sewer project.

**FIRE-**

**Chief Shumate** stated he had nothing further to report. Councilman Marsh asked what the status is of Tower 2. Chief Shumate stated it is located at headquarters.

**PARKS/RECREATION-**

**Councilman Weigel** stated this is the last week for Starvaggi Pool.

**FINANCE-**

**Mr. Maher** stated:

General Fund Cash Report for July, 2013

Beginning Cash Balance:	\$ 235,741.44
Interest on Checking:	\$ 88.57
Deposits:	\$ 1,699,553.76
Draw-downs on Investment:	\$
Disbursements:	\$ (1,228,062.04)
Deposits to Investments:	\$
Ending Cash Balance:	\$ 707,321.73
Beginning Investment Balance:	\$ 1,119,246.94
Interest on Investments:	\$ 3.08
Interest Proceeds:	\$ 1,008.22
Deposits:	\$
Withdraws:	\$ 0.00
Ending Investment Balance:	\$ 1,120,258.24
Petty Cash:	\$ 800.00
Total Cash and Investments Available:	\$ 1,828,379.97

Mayor Kondik called for a motion to accept administrative reports from all departments.  
Motion was made by Councilman Marsh, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

Mayor Kondik called for a motion to convene into executive session.  
Motion was made by Councilman Dalrymple, second by Councilman Marsh.  
The motion passed, 7/0.

Attorney Gurrera stated the Port Authority, upcoming lawsuits, and union negotiations were discussed in executive session.

### **ADJOURNMENT**

Mayor Kondik called for a motion to adjourn.  
Motion was made by Councilman Marsh, second by Councilman Ash.  
The motion passed, 7/0.

# **WEIRTON CITY COUNCIL**

## **COUNCIL MEETING - REGULAR**

**MONDAY, SEPTEMBER 9, 2013 7:30 PM**

A regular meeting of the Common Council of the City of Weirton, Hancock and Brooke Counties, West Virginia was held on Monday, September 9, 2013 at 7:30 P.M. in Council Chambers of the Weirton City Building.

### **Councilmembers in Attendance:**

George Ash	Councilmember Ward 4
Ronnie Jones	Councilmember Ward 1
Fred Marsh	Councilmember Ward 3
Chuck Wright	Councilmember Ward 2
David Dalrymple	Councilmember Ward 6
Terry Weigel	Councilmember Ward 7
George Gaughenbaugh	Councilmember Ward 5

### **City Officials in Attendance:**

Valerie Means	City Manager
Vince Gurrera	City Attorney
Nicole Davis	City Clerk
Thomas Maher, Jr.	Finance Director
Butch Mastrantoni	Water/Sewer
Bruce Marshall	Police Chief
Jerry Shumate	Fire Chief
Rod Rosnick	Inspections
John Brown	Public Works
Rik Rekowski	Library

Mayor Kondik opened the Public Hearing to take citizens comments regarding the Sewer Bond.

Ms. Davis advised there were no citizens' comments.

Mayor Kondik closed the Public Hearing and commenced with the regular Council Meeting.

**Mayor Kondik** led everyone in the reciting of the Pledge of Allegiance.

Mayor Kondik requested a moment of silence for the passing of Dan Wilson.

Councilman Dalrymple requested a moment of silence for the victims of 9/11.

### **APPROVAL OF MINUTES**

A motion was made by Councilman Marsh, second by Councilman Gaughenbaugh to approve the minutes of the:

#### **August 12, 2013 – Regular Council Meeting**

The motion passed, 7/0.

A motion was made by Councilman Marsh, second by Councilman Gaughenbaugh to approve the minutes of the:

#### **August 26, 2013 – Special Council Meeting**

The motion passed, 7/0.

### **MAYOR'S AWARDS AND PROCLAMATIONS:**

Mayor Kondik presented Chief Shumate with a proclamation declaring September "Fire Prevention Month".

### **CITIZENS REMARKS:**

#### **Gaston Blanc: Marland Heights Pool**

Mr. Blanc stated, "The dance that we had was a huge success, and the only problem was the people said we should have it once a month. We're going to have the car show on the 22<sup>nd</sup>, and what I would like to do, we've gotten a lot of response for this, I think cars are coming all the way from Pittsburgh. So we would like to do the overflow on Buckanon Drive so that would cut off traffic from the start of the parking lot to down by the corner. And all of the road we would like there...if traffic had to go through they could go through the parking lot. We can only get so many in there and we don't want to park on the grass. I don't think it would interfere with any residents because no one actually lives on the road. So if that's a problem with the city let me know because I'll have to make other arrangements."

### **COMMUNICATIONS:**

Mayor Kondik announced Halloween will be held October 31, 2013 from 6PM to 8PM.

Councilman Marsh stated there were 433 deer killed in West Virginia last year during the state wide urban hunts. 230 of those deer were killed in Weirton. He advised residents to be careful of deer in the road.

## **OLD BUSINESS:**

**Third reading of Ordinance No. 1757 authorizing the payment of the prior notes and the acquisition and construction of certain extensions, additions, betterments and improvements to the existing public sewerage system of the City of Weirton and the financing of the cost thereof, not otherwise provided through the issuance by the City of Weirton of not more than \$6,300,000 in original aggregate principal amount of sewer revenue bonds, Series 2013 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 loan agreement relation to such bonds; authorizing the sale and providing for the terms and provisions of such bonds and adopting other provisions relating thereto (Mayor)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

## **NEW BUSINESS:**

**Ordinance amending Article §149.04, paragraph (A), and Article §149.05, paragraph (B), of Ordinance No. 1010 concerning the Weirton Human Rights Commission (Councilman Ash)**

Motion was made by Councilman Ash, second by Councilman Jones.  
The motion passed, 7/0.

**Ordinance amending Article 331.01 of the code of the City of Weirton (City Attorney)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

**Resolution to amend the Weirton Residency requirements for Weirton City Employees (City Manager)**

Motion was made by Councilman Gaughenbaugh, second by Councilman Jones.  
Councilman Ash stated, "I don't believe the charter allows us to do this, but that's just my opinion. It specifically states that we have to be a resident...every councilmen must be a resident of their ward, the mayor must be a resident of the city and I was against it when they originally put it in and I'm against it now. I think this is wrong. Some of our employees, they're allowed to live out of the city limits but benefit from the \$50.00 service that the residents pay and get paid through the city of Weirton so they should live in the city of Weirton. I was against it then and I'm against it now so therefore I'll

just make a motion to revoke the entire thing. If I get second good if I don't I don't. I just want to everybody it's wrong in my opinion based on the charter."

There was no second to Councilman Ash's motion to revoke the resolution.

Councilman Marsh stated, "All of these exchanges belong to the city of Weirton?"

City Means stated, "They can be outside of the city limits, but the rule is you cannot live in another incorporated city. You can right outside of the city limits with that exchange, without being in another city, an unincorporated area."

Councilman Ash stated, "I can go to Chicago if I wanted to and get a cell phone as long as I live...and the cell phones are anything."

City Manager Means stated, "But these are not cell phones councilman. These are exchanges. These are the new Weirton area telephone exchanges, which are not cell phones. It has to do with the location of the exchange so your house has to be in the location of one of these exchanges."

Councilman Ash stated, "I would like to ask the city attorney if he could look at the charter..."

City Attorney Gurrera stated, "It has been upheld in the West Virginia supreme court. I know the supreme court is leaning towards this. It's archaic. It's really not good through their beliefs as to the how the law should be interpreted but they're..."

City Manager Means stated, "This has never been applied against appointees or councilmen. The charter states to appointees and council members."

The original motion passed, 5/2, with Councilmen Ash and Dalrymple opposing.

**Ordinance to install two "Handicapped Parking Sunday's Only" signs at 3432 West Street (Lutheran Church/Councilman Ash)**

Motion was made by Councilman Ash, second by Councilman Jones.

The motion passed, 7/0.

**Ordinance to paint a 40 foot yellow line on the north side of Powers Road, beginning at the curb, and ending at 129 Powers Road (Councilman Wright)**

Motion was made by Councilman Wright, second by Councilman Ash.

The motion passed, 7/0.

**Resolution to enter into contract for pump and running board mount repairs for Engine 4 for the Weirton Fire Department (City Manager)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.

The motion passed, 7/0.

**Resolution to authorize revisions to the 2013-2014 General Fund Budget (City Manager)**

Motion was made by Councilman Marsh, second by Councilman Gaughenbaugh.

Mayor Kondik requested a roll call vote:

Councilman Jones: Yes

Councilman Wright: Yes

Councilman Marsh: Yes  
Councilman Ash: Yes  
Councilman Gaughenbaugh: Yes  
Councilman Dalrymple: Yes  
Councilman Weigel: Yes  
The motion passed, 7/0.

**Resolution to authorize revisions to the 2013-2014 Coal Severance Fund Budget (City Manager)**

Motion was made by Councilman Ash, second by Councilman Marsh.

Mayor Kondik requested a roll call vote:

Councilman Weigel: Yes  
Councilman Dalrymple: Yes  
Councilman Gaughenbaugh: Yes  
Councilman Ash: Yes  
Councilman Marsh: Yes  
Councilman Wright: Yes  
Councilman Jones: Yes

The motion passed, 7/0.

**Ordinance amending Ordinance No. 1313, as amended, establishing new salaries of police officers who are members of the Fraternal Order of Police, Lodge #84 (City Council/Mayor)**

Motion was made by Councilman Marsh, second by Councilman Ash.

Councilman Weigel stated, "Throughout this process I expressed my concerns about going through with these without knowing numbers for liability insurance and health care insurance. I would have preferred to take this action later in the year when we would have those numbers and have a clear picture of where the whole budget is going to be for the rest of the year. That's not the case. Those numbers are not going to be available for at least another month, if not more. So therefore I'm going to support these. I appreciate the work being done by the teams that negotiated. They sat down and worked on contracts that hadn't been worked on in years. The employees agreed to concessions on those contracts and in return the city provided for some pay raises in those contracts. I think our police force and WMEU employees are underpaid. We've seen that the last time we tried to give a police test when we only had a total of 12 people sign up to take the test. It occurred at the same time Steubenville was giving a test and the rate difference of pay was significant."

Councilman Jones stated, "I agree with Terry and am going to support it. I talked with Valerie and I think we need to look at other employees too (for pay raises)."

The motion passed, 7/0.

**Ordinance amending Ordinance No. 1313, as amended, establishing new salaries of employees who are members of the Weirton Municipal Employee's Union (WMEU). (City Council/Mayor)**

Motion was made by Councilman Marsh, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

**Resolution to enter into contract for construction of South 11<sup>th</sup>/Heights St. sidewalk for the Safe Routes to School Grant Program (City Manager)**

Motion was made by Councilman Dalrymple, second by Councilman Ash.

Councilman Dalrymple stated, "This project has been in the works for almost three years, I believe. Once we got the grant, it's gone through various stages and as we move forward with it...at one point we almost lost it. We made changes and the administrative at the middle school and different personnel involved in the state of West Virginia caused a few snags along the way. But it's finally here tonight and there's a lot of people that put a lot of hard work, time, and effort in to this. They all know who they are. I'm going to go through that long list, but I do want to say that Beth Gaughan did a good job of keeping everything glued together throughout this whole project because, like I said, there were a few times I thought we were going to lose this really nice project for the city, but specifically for my ward and it's going to provide that sidewalk between Rider Mart, Heights St., onto South 11<sup>th</sup> and get those kids off of South 11<sup>th</sup> Street who walk there every day and will also benefit the people that live in that area. It is a really good project. The grant is a nice grant and it's fully funded through the state of West Virginia. There's no matching money that goes in to that."

The motion passed, 7/0.

**Resolution to place liens against real properties for costs incurred in demolition of unsafe properties pursuant to Ordinance 250 (Elm St./City Manager)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

**Supplemental resolution providing as to the principal amounts, dates, maturity dates, redemption provisions, interest rates, interest and principal payment dates, sale process and other terms of the sewer revenue bonds, SERIES 2013A (West Virginia SRF Program) of the City of Weirton; approving and ratifying the loan agreement relation 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 (Mayor)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

**Resolution to consider and act upon a proposed Draw Resolution providing for the payment of invoices relating to Sewer Bonds (Mayor)**

Motion was made by Councilman Ash, second by Councilman Gaughenbaugh.  
The motion passed, 7/0.

**Resolution to consider a Sweep Resolution pertaining to the automatic payment of bonds to the Municipal Bond Commission (Mayor)**

Motion was made by Councilman Ash, second by Councilman Jones.  
The motion passed, 7/0.

**APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS:**

Dawn Young: Human Rights Commission

Motion was made by Councilman Ash, second by Councilman Weigel.  
The motion passed, 7/0.

**ADMINISTRATIVE REPORTS:**

**PUBLIC WORKS-**

**Mr. Brown** stated the milling and paving started. 20 streets were completed in seven days. There are 15 streets left. He is working on the fall pick-up schedule; they will be one sanitation truck short.

Councilman Ash inquired about the findings of the sanitation committee regarding privatization.

Mr. Brown stated Dave Smith has been assigned to work on the committee.

Councilman Dalrymple inquired if the Heights Street issue has been addressed.

Mr. Brown stated the city once had a 50/50 with curbs and sidewalks and suggested re-implementing that program.

**LIBRARY-**

**Mr. Rekowski** stated September is national sign-up for a library card month. 900 E-Books were downloaded in the month of July. 800 E-Books were downloaded in the month of August. The Marionette Company will be performing Sleepy Hollow on October 15. It is National Literacy Month and 6 people achieved their GED on the library. Starting January of 2014 people will be able to take their GED's on line.

**WATER/SEWER-**

**Mr. Mastrantoni** thanked Council for their support of the Sewer Project.

Councilman Ash requested Mr. Mastrantoni to consult with Rod to take care of the problem at 3207 Elm Street.

**INSPECTIONS-**

**Mr. Rosnick** stated his department has filled the Part Time Code Official II position. Councilman Ash stated he wanted the code department to address the complaints at 3143 Orchard St. The councilman stated he wants to amend Ordinance No. 557 to increase the \$20.00 fine.

City Manager Means stated she believed the Disruptive Activity Ordinance is applicable to the complaints at the address.

Councilman Ash stated he would like to take the class so that he is able to write citations himself.

City Attorney Gurrera advised the Councilman he is unable to do that.

**POLICE-**

**Chief Marshall** thanked Council for supporting the salary ordinance.

**FIRE-**

**Chief Shumate** stated fire prevention starts in October.

**FINANCE-**

**Mr. Maher** stated:

General Fund Cash Report for August, 2013

Beginning Cash Balance:	\$ 235,741.44
Interest on Checking:	\$ 88.57
Deposits:	\$ 1,699,553.76
Draw-downs on Investment:	\$
Disbursements:	\$ (1,228,062.04)
Deposits to Investments:	\$
Ending Cash Balance:	\$ 707,321.73
Beginning Investment Balance:	\$ 1,119,246.94
Interest on Investments:	\$ 3.08
Interest Proceeds:	\$ 1,008.22
Deposits:	\$
Withdraws:	\$ 0.00
Ending Investment Balance:	\$ 1,120,258.24
Petty Cash:	\$ 800.00
Total Cash and Investments Available:	\$ 1,828,379.97

Mayor Kondik called for a motion to accept administrative reports from all departments. Motion was made by Councilman Marsh, second by Councilman Gaughenbaugh. The motion passed, 7/0.

Mayor Kondik called for a motion to convene into executive session. Motion was made by Councilman Dalrymple, second by Councilman Marsh. The motion passed, 7/0.

Attorney Gurrera stated the Port Authority, upcoming lawsuits, and union negotiations were discussed in executive session.

### **ADJOURNMENT**

Mayor Kondik called for a motion to adjourn. Motion was made by Councilman Marsh, second by Councilman Ash. The motion passed, 7/0.

CERTIFICATE OF PUBLICATION  
**The Brooke County Review**  
Brooke County  
Wellsburg, West Virginia

**NOTICE OF PUBLIC HEARING ON THE  
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, September 9, 2013, at 7:00 pm at the City of Weirton, City Hall, 200 Municipal Plaza, Weirton, West Virginia, and at such hearing any person interested may appear before the City and present protests, and all protests and suggestions shall be heard by the City and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING THE PAYMENT OF THE PRIOR NOTES AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF WEIRTON OF NOT MORE THAN \$6,300,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2013 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 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 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 to (i) to pay the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); (ii) to pay the Prior Notes; and (iii) to pay certain costs of issuance of the Bonds and related costs. The Bonds are payable solely from the Net Revenues of the system of the City. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

The above-entitled Ordinance was adopted by the Council of the City of Weirton on August 12, 2013. A certified copy of the aboveentitled Ordinance is on file with the City for review by interested parties during regular office hours.

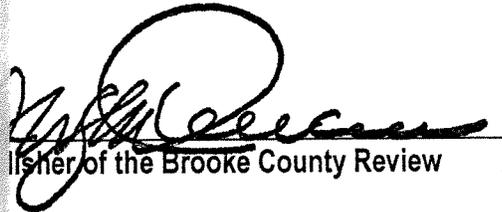
Following the public hearing, the City intends to enact the Ordinance upon final reading.  
Dated: August 23, 2013

bcr083013&090613

I, J.W. George Wallace, publisher of the Brooke Review, a newspaper of general in Brooke County, West Virginia, in Wellsburg, hereby Certify that the advertisement was duly published in paper for 2 successive week(s) e(s) of

9/6/13

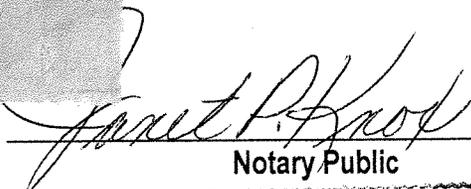
per my hand this 6<sup>th</sup> day of September 2013.

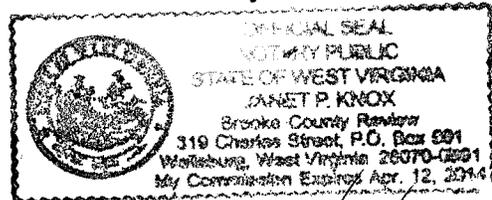
  
Publisher of the Brooke County Review

Fee \$ 149.08

3815

and sworn to this 6<sup>th</sup> day of September 2013.

  
Notary Public



My commission expires 4/12/14

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: 8-30; 9-6, 2013

Given under my hand this 6th day of September 2013

Lisa L. Boyer



Sworn to and subscribed before me on this 6th day of September, 2013 of, in and for **HANCOCK COUNTY, WEST VIRGINIA**

AMOUNT: \$106.14  
ACCT.# L00791

NOTARY:



NANCY KAUFMANN  
NOTARY PUBLIC  
STATE OF OHIO  
MY COMMISSION EXPIRES  
JUNE 9, 2017

Nancy Kaufmann

**NOTICE OF PUBLIC HEARING  
ON THE 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, September 9, 2013, at 7:00 pm at the City of Weirton, City Hall, 200 Municipal Plaza, Weirton, West Virginia, and at such hearing any person interested may appear before the City and present protests, and all protests and suggestions shall be heard by the City and it shall then take such actions as it shall deem proper in the premises upon an Ordinance entitled:

ORDINANCE AUTHORIZING THE PAYMENT OF THE PRIOR NOTES AND THE ACQUISITION AND CONSTRUCTION OF CERTAIN EXTENSIONS, ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF WEIRTON OF NOT MORE THAN \$6,300,000 IN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2013 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 LOAN AGREEMENT RELATING TO SUCH BONDS; AUTHORIZING THE SALE AND PROVIDING FOR THE TERMS AND PROVISION OF SUCH BONDS AND ADOPTING OTHER PROVISIONS RELATING THERETO.

The above-quoted title of the Ordinance describes generally the contents thereof and the purposes of the Bonds contemplated thereby. The City contemplates the issuance of the Bonds described in the Ordinance. The proceeds of the Bonds will be used to (i) to pay the costs of acquisition and construction of certain extensions, additions, betterments and improvements to the existing public sewerage system of the Issuer (the "Project"); (ii) to pay the Prior Notes; and (iii) to pay certain costs of issuance of the Bonds and related costs. The Bonds are payable solely from the Net Revenues of the system of the City. No taxes may at any time be levied for the payment of the Bonds or the interest thereon.

The above-entitled Ordinance was adopted by the Council of the City of Weirton on August 12, 2013. A certified copy of the above-entitled Ordinance is on file with the City for review by interested parties during regular office hours.

Following the public hearing, the City intends to enact the Ordinance upon final reading.

Dated: August 23, 2013

/s/ George Kondik, Mayor

8-30; 9-6, 2013 Adv.

**WV MUNICIPAL BOND COMMISSION**

State Lottery Building  
900 Pennsylvania Avenue, Suite 1117  
Charleston, WV 25302  
(304) 558-3971

**NEW ISSUE REPORT FORM**

Date of Report: 9/25/2013

ISSUE: City of Weirton  
Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program)

ADDRESS: 200 Municipal Plaza, Weirton, West Virginia 26062 COUNTY: Brooke & Hancock

PURPOSE OF ISSUE:

New Money: X  
Refunding: \_\_\_\_\_

REFUNDS ISSUE(S) DATED: NA

ISSUE DATE: 9/25/2013

CLOSING DATE: 9/25/2013

ISSUE AMOUNT: \$5,904,000

RATE: 2.0% interest; 1.0% admin fee

1ST DEBT SERVICE DUE: 9/1/2015

1ST PRINCIPAL DUE 9/1/2015

1ST DEBT SERVICE AMOUNT \$89,723

PAYING AGENT: Municipal Bond Commission

BOND COUNSEL:

Firm: Steptoe & Johnson PLLC  
Contact: John Stump, Esquire  
Phone: (304) 353.8196

UNDERWRITERS COUNSEL

Firm: Jackson Kelly, PLLC  
Contact: Samme Gee, Esquire  
Phone: (304) 340-1318

CLOSING BANK:

Bank: United Bank, Inc.  
Contact: Donna  
Phone: 304.723.2000

ESCROW TRUSTEE:

Firm: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_

KNOWLEDGEABLE ISSUER CONTACT

Contact: George Kondik  
Position: Mayor  
Phone: 304.797.8501

OTHER:

Agency: West Virginia Department of Environmental Protection  
Contact: Rosalie Brodersen  
Position: Program Manager  
Phone: 304.926.0499 x 1608

DEPOSITS TO MBC AT CLOSE

By: \_\_\_\_\_ Wire \_\_\_\_\_  
\_\_\_\_\_ Check \_\_\_\_\_  
Accrued Interest: \$ \_\_\_\_\_  
Capitalized Interest: \$ \_\_\_\_\_  
Reserve Account: \$ \_\_\_\_\_  
Other: \$ \_\_\_\_\_

REFUNDS & TRANSFERS BY MBC AT CLOSE

By: \_\_\_\_\_ Wire \_\_\_\_\_  
\_\_\_\_\_ Check \_\_\_\_\_  
\_\_\_\_\_ IGT \_\_\_\_\_  
To Escrow Trustee \$ \_\_\_\_\_  
To Issuer \$ \_\_\_\_\_  
To Cons. Invest. Fund \$ \_\_\_\_\_  
To Other: \_\_\_\_\_ \$ \_\_\_\_\_

NOTES: The Series 2013 A Bonds Reserve Account will be funded over 10 years.  
\_\_\_\_\_  
\_\_\_\_\_

FOR MUNICIPAL BOND COMMISSION USE ONLY:

DOCUMENTS REQUIRED: \_\_\_\_\_  
TRANSFERS REQUIRED: \_\_\_\_\_  
\_\_\_\_\_

CITY OF WEIRTON

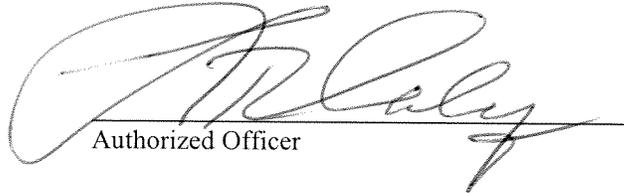
Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

ACCEPTANCE OF APPOINTMENT AS DEPOSITORY BANK

United Bank, Inc., Weirton, West Virginia, hereby accepts appointment as Depository Bank in connection with a Bond Ordinance of the City of Weirton (the "Issuer") enacted by the Issuer on September 9, 2013, and a Supplemental Resolution of the Issuer adopted by the Issuer on September 9, 2013 (collectively, the "Bond Legislation"), authorizing issuance of the Issuer's Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), dated September 25, 2013, in the principal amount of \$5,904,000 (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 25th day of September, 2013.

UNITED BANK, INC.

  
Authorized Officer

CITY OF WEIRTON

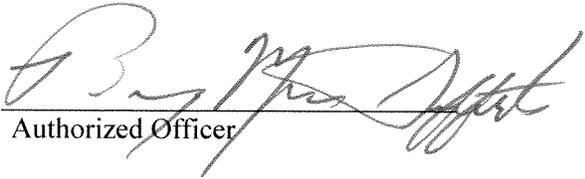
Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

ACCEPTANCE OF DUTIES AS REGISTRAR

The Huntington National Bank, Charleston, West Virginia, hereby accepts appointment as Registrar in connection with the City of Weirton Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), dated September 25, 2013, in the aggregate principal amount of \$5,904,000 (the "Series 2013 A Bonds"), and agrees to perform all duties of Registrar in connection with the Series 2013 A Bonds, all as set forth in the Bond Legislation authorizing issuance of the Series 2013 A Bonds.

WITNESS my signature on this 25th day of September, 2013.

THE HUNTINGTON NATIONAL BANK

By:   
Its: Authorized Officer

CITY OF WEIRTON

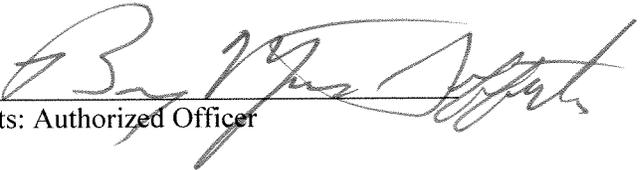
Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

CERTIFICATE OF REGISTRATION OF BONDS

The Huntington National Bank, Charleston, West Virginia, as Registrar under the Bond Legislation and Registrar's Agreement providing for the above-captioned Bonds of the City of Weirton (the "Issuer"), hereby certifies that on the date hereof, the single, fully registered Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), of the Issuer, dated September 25, 2013, in the principal amount of \$5,904,000, numbered AR-1, was registered as to principal and interest in the name of "West Virginia Water Development Authority" in the books of the Issuer kept for that purpose at our office, by a duly authorized officer on behalf of the Registrar.

WITNESS my signature on this 25th day of September, 2013.

THE HUNTINGTON NATIONAL BANK

By:   
Its: Authorized Officer

CITY OF WEIRTON

Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

REGISTRAR'S AGREEMENT

THIS REGISTRAR'S AGREEMENT, dated as of the 25th day of September, 2013, by and between the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia (the "Issuer"), and HUNTINGTON NATIONAL BANK, Charleston, West Virginia (the "Registrar").

WHEREAS, the Issuer has, contemporaneously with the execution hereof, issued and sold its \$5,904,000 principal amount of Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), in fully registered form (the "Series 2013 A Bonds"), pursuant to a Bond Ordinance of the Issuer duly enacted September 9, 2013, and a Supplemental Resolution of the Issuer duly adopted Sept 9, 2013 (collectively, the "Bond Legislation");

WHEREAS, capitalized words and terms used in this Registrar's Agreement and not otherwise defined herein shall have the respective meanings given them in the Bond Legislation, a copy of which is attached as EXHIBIT A hereto and incorporated herein by reference;

WHEREAS, the Bond Legislation provides for an appointment by the Issuer of a Registrar for the Series 2013 A Bonds; and

WHEREAS, the Issuer desires to appoint, and by the Bond Legislation and this Registrar's Agreement does appoint, the Registrar to act as Registrar under the Bond Legislation and to take certain other actions hereinafter set forth;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. Upon the execution of this Registrar's Agreement by the Issuer and the Registrar and during the term hereof, the Registrar does accept and shall have and carry out the powers and duties of Registrar for the Series 2013 A Bonds, all as set forth in the Bond Legislation, such duties including, among other things, the duties to authenticate, register and deliver the Series 2013 A Bonds upon original issuance and when properly presented for exchange or transfer, and shall do so with the intention of maintaining the exemption of interest, if any, on the Series 2013 A Bonds from federal income taxation, in accordance with any rules and regulations promulgated by the United States Treasury Department or by the Municipal Securities Rulemaking Board or similar regulatory bodies as the Issuer advises it of and with generally accepted industry standards.

2. The Registrar agrees to furnish the Issuer with appropriate records of all transactions carried out by it as Registrar and to furnish the Issuer with the names and specimen

signatures of the Registrar's authorized officers for the purposes of acting as the Registrar and with such other information and reports as the Issuer may from time to time reasonably require.

3. The Registrar shall have no responsibility or liability for any action taken by it at the specific direction of the Issuer.

4. As compensation for acting as Registrar pursuant to this Registrar's Agreement, the Issuer hereby agrees to pay to the Registrar the compensation for services rendered as provided in the annexed schedule.

5. It is intended that this Registrar's Agreement shall carry out and implement provisions of the Bond Legislation with respect to the Registrar. In the event of any conflict between the terms of this Registrar's Agreement and the Bond Legislation, the terms of the Bond Legislation shall govern.

6. The Issuer and the Registrar each warrants and represents that it is duly authorized and empowered to execute and enter into this Registrar's Agreement and that neither such execution nor the performance of its duties hereunder or under the Bond Legislation will violate any order, decree or agreement to which it is a party or by which it is bound.

7. This Registrar's Agreement may be terminated by either party upon 60 days' written notice sent by registered or certified mail to the other party, at the following respective addresses:

ISSUER:  
City of Weirton  
500 Freedom Way Street  
Weirton, West Virginia 26062  
Attention: Mayor

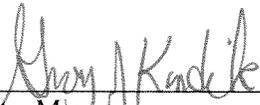
REGISTRAR:  
Huntington National Bank  
1 Huntington Square  
Charleston, West Virginia 25301  
Attention: Corporate Trust Department

8. The Registrar is hereby requested and authorized to authenticate and deliver the Series 2013 A Bonds in accordance with the Bond Legislation.

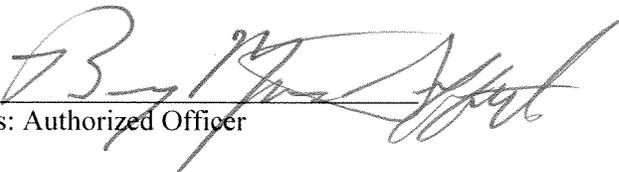
[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have respectively caused this Registrar's Agreement to be signed in their names and on their behalf, all as of the day and year first above-written.

CITY OF WEIRTON

By:  \_\_\_\_\_  
Its: Mayor

HUNTINGTON NATIONAL BANK

By:  \_\_\_\_\_  
Its: Authorized Officer

949750.00013

EXHIBIT A

Bond Legislation included in bond transcript as Documents No. 1 and No. 2

SCHEDULE OF COMPENSATION

(See Attached)



STATEMENT OF REGISTRAR'S FEES  
Invoice Date September 25, 2013

**City of Weirton**  
**Account Number 6089001809**

City of Weirton  
Sewer Revenue Bonds, Series 2013 A  
c/o Katy Mallory  
Steptoe & Johnson, PLLC  
P.O. Box 1588  
Charleston, WV 25326-1588

SUMMARY OF ACCOUNT

\*\*\*\*\*

FEE CALCULATION FOR September, 2013

\*\*\*\*\*

TOTAL AMOUNT	\$ 500.00
<b>TOTAL DUE</b>	<b><u>\$ 500.00</u></b>

**MAIL CHECK TO:**  
**THE HUNTINGTON NATIONAL BANK**  
**ATTN: BARRY GRIFFITH – WE3013**  
**PO BOX 633**  
**CHARLESTON, WV 25322-0633**

**PLEASE INCLUDE A COPY OF THIS INVOICE WITH YOUR PAYMENT**

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT  
Barry Morgan Griffith at (304) 348-5035



## CLOSING MEMORANDUM

**To: Financing Team**  
**From: John C. Stump, Esquire**  
**Date: September 25, 2013**  
**Re: City of Weirton**  
**Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program)**

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**1. DISBURSEMENTS TO THE CITY OF WEIRTON**

Payor: West Virginia Department of Environmental Protection  
Amount: \$189,827  
Form: Wire  
Payee: City of Weirton, 200 Municipal Plaza, Weirton, WV 26062  
Bank: United Bank, Inc.  
Routing No. 0519-0039-5  
Account No. 0064228893  
Contact: Donna Cooper 304.723.2000  
Account: Series 2013 A Bonds Construction Trust Fund

**2. DISBURSEMENTS TO THE UNITED BANK, INC**

Payor: West Virginia Department of Environmental Protection  
Amount: \$963,577  
Form: Wire  
Bank: United Bank, Inc., 514 Market Street, Parkersburg, WV 26101  
Routing No. 0519-0039-5  
Account No. 14199800000330  
Account Title: Commercial In Process  
Reference: City of Weirton / Payoff  
Acct# 19401753-91090  
Contact: Donna Cooper 304.723.2000  
Purpose: Pay Sewerage System Bond Anticipation Note, Series 2012 A

949750.00013



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west virginia department of environmental protection

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

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

September 12, 2013

Mr. A.D. Mastrantoni, Utility Director  
City of Weirton Sanitary Board  
200 Municipal Plaza  
Weirton, WV 26062

RE: Weirton – 5<sup>th</sup> St PS & CS Imp  
SRF No. C-544528  
Payment Request

Dear Mr. Mastrantoni:

The CWSRF bond closing has been scheduled for September 25, 2013.

The 1<sup>st</sup> payment reimbursement request in the amount of \$1,153,404 has been approved by this office. A wire transfer to the construction account at United Bank, Inc. in the amount of \$189,827 will be made available on that same date. A wire transfer to United Bank, Inc. interim financing account in the amount of \$963,577 will also be made. The bank's Receipt and Release form should be sent to Steptoe & Johnson and a copy to this office.

Enclosed is a copy of the RF-91 payment request form that was processed by our office.

Should you have any questions please do not hesitate to contact Carrie Grimm at 304/926-0499 extension #1605 or [Carrie.L.Grimm@wv.gov](mailto:Carrie.L.Grimm@wv.gov).

Sincerely,

Rosalie Brodersen  
Management Section Manager  
Clean Water SRF Program

RB/cg

cc: Ms. Barbara Zimnox, BHJ (w/enc)  
Ms. Samme Gee, Jackson Kelly  
Mr. John Stump, Steptoe Johnson

Promoting a healthy environment.

SRF PAYMENT REQUISITION FORM

- 1. LOAN RECIPIENT/VENDOR:
  - NAME: Weirton ✓
  - ADDRESS: 500 Freedom Way ✓  
Weirton WV 26062
  - FEIN: 556007975 ✓
  - DUNS: 030130561 ✓
- 2. SRF #: C-544528 ✓
- 3. INVOICE NUMBER: 1
- 4. PERIOD COVERED BY THIS REQUEST (MO/DAY/YR)
  - FROM: (MO/DAY/YR) 4/1/10
  - TO: (MO/DAY/YR) 8/15/13
- 5. % PHYSICAL CONSTRUCTION COMPLETION 6%

CLASSIFICATION	A) APPROVED BUDGET	B) PREVIOUS APPROVED	C) THIS REQUEST	D) TOTAL COLUMNS B&C	E) AGENCY USE ONLY
					SRF
1) CONSTRUCTION					
Contract #2	\$ 2,596,351				
Contract #3	\$ 1,160,000				
Contract #4	\$ 71,000				
2) Future Contracts	\$ 405,863				
3) ENGINEERING					
a. Design	\$ 143,500		\$ 143,500	\$ 143,500	143,500
b. Bidding	\$ 15,000		\$ 15,000	\$ 15,000	15,000
c. Const Basic	\$ 80,000				
d. Inspection	\$ 155,091				
e. Post Construction	\$ 10,000				
f. Future Engineering	\$ 15,000				
4) Legal	\$ 12,219				
5) Accounting	\$ 7,769				
6) Project Coordinator	\$ 21,262		\$ 827	\$ 827	827
7) Permits	\$ 25,500				
8) Contingency	\$ 191,368				
9) Loan Repayment/Int	\$ 963,577		\$ 963,577	\$ 963,577	963,577
10) Closing Costs	\$ 30,500		\$ 30,500	\$ 30,500	30,500
11) SUBTOTAL	\$ 5,904,000	\$ -	\$ 1,153,404	\$ 1,153,404	1,153,404
12) LESS PREVIOUSLY PAID				\$ -	-00
13) INVOICE AMOUNT				\$ 1,153,404	1,153,404

14) <u>Mary Kendrick</u> 9-9-13 AUTHORIZED SIGNATURE DATE	15) _____ PERSON PREPARING FORM SIGNATURE DATE
_____ TYPED OR PRINTED NAME AND TITLE	_____ TYPED OR PRINTED NAME AND TITLE

AGENCY USE ONLY:

THIS REQUEST APPROVED BY: <u>Cara Dini</u> 9/11/13 PROJECT REVIEWER DATE	WV DEPARTMENT OF ENVIRONMENTAL PROTECTION <u>R Brodersen</u> 9/13/13 AUTHORIZED OFFICER DATE
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DEBIT CONFIRMATION

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Transaction Reference Number: 2013092500002491  
Value Date: 09/25/2013  
Account Number: 17  
Account Name: STATE OF WEST VIRGINIA  
OFFICE OF THE ST TREASURER MAIN AC  
122 STATE CAPITOL ROOM E  
CHARLESTON WV 25305  
Reference Number: 0925E3QP021C000326  
Transaction Posting Time: 2013/09/25 09:39:19

---

Amount: 189,827.00 Currency: US Dollar

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Debit Party Information: 17/  
STATE OF WEST VIRGINIA  
OFFICE OF THE ST TREASURER MAIN AC  
122 STATE CAPITOL ROOM E  
CHARLESTON WV 25305

Sender's Reference: 3383793WTQP

Credit Party Information: 95  
UNITED BANK, INC.  
CHARLESTON, WV

Beneficiary Party Information: 93  
CITY OF WEIRTON SANITARY BD  
5000 FREEDOM WAY  
WEIRTON WV  
26062

Originator to Beneficiary Information: SERIES 2013A BONDS CONSTRUCTION TRU  
ST FUNDCONTACT: DONNA COOPER 304 72  
3-2000

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DEBIT CONFIRMATION

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Transaction Reference Number: 2013092500002507  
Value Date: 09/25/2013  
Account Number: 17  
Account Name: STATE OF WEST VIRGINIA  
OFFICE OF THE ST TREASURER MAIN AC  
122 STATE CAPITOL ROOM E  
CHARLESTON WV 25305  
Reference Number: 0925E3QP021C000331  
Transaction Posting Time: 2013/09/25 09:40:12

---

Amount: 963,577.00 Currency: US Dollar

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Debit Party Information: 17/  
STATE OF WEST VIRGINIA  
OFFICE OF THE ST TREASURER MAIN AC  
122 STATE CAPITOL ROOM E  
CHARLESTON WV 25305

Sender's Reference: 3383826WTQP

Credit Party Information: .95  
UNITED BANK, INC.  
CHARLESTON, WV

Beneficiary Party Information: .330  
UNITED BANK INC COMMERCIAL IN PROCE  
514 MARKET STREET  
PARKERSBURG WV  
26101

Originator to Beneficiary Information: CITY OF WEIRTON/PAYOFF ACCT.  
53-91090 ATTN:DCCOOPERTO PAY SEWERA  
GE SYSTEM BND ANTICIPATION NOTE SER  
2013A

State of West Virginia  
 WATER DEVELOPMENT AUTHORITY  
 1009 Bullitt Street, Charleston, WV 25301  
 (304)414-6500 - (304)414-0865 (Fax)  
 Internet: [www.wvda.org](http://www.wvda.org) - Email: [contact@wvda.org](mailto:contact@wvda.org)

Date 9/24/13 Time 1:00 LGA City of Weirton Program CU

NAME	COMPANY, AGENCY, OR ORGANIZATION	TELEPHONE	FAX	E-MAIL
Sheila Miller	WDA	304-414-6500	304-414-0865	smiller@wvda.org
John Stump	Stump Johnson PLLC	304.353.8196	304.353.8181	john.stump@stump-johnson.com
Rose Brodersen	WV DEP	304926 0499x1608	304926 0496	rosalie.m.brodersen@wvdep.gov
Shamme Gore	Jackson Kelly PLLC	304340 1318	304 340 1272	sgore@jaskkelly.com

The Authority requests that they following information concerning the individual who will be responsible for sending Debt Service Payments to the Municipal Bond Commission be provided. (If that individual is in attendance, he/she should also sign above.) Please Print:

Name Butch Mastrototoni, Utilities Director Telephone 1.304.797.8550 E-Mail admast@weirtonutilities.com  
 Address 125 E. Bellevue Dr., Weirton WV 26062

REMINER: As a participant in this program, the Local Governmental Agency (LGA) agrees and is required to submit annually to the WDA a copy of its audited financial statements and a copy of its adopted budget. Also, pursuant to the Loan Agreement and the Non-Arbitrage Certificate (both of which are contained in the bond transcript) you are to provide annually to the WDA a rebate calculation certificate or an exception opinion showing whether a rebate amount is due to the US Government under arbitrage requirements in Section 148(f) of the US Internal Revenue Code 1986 as amended.



west virginia department of environmental protection

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

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

July 23, 2012

Mr. A.D. Mastrantoni, Utilities Director  
City of Weirton Sanitary Board  
5000 Freedom Way  
Weirton, WV 26062

RE: City of Weirton  
Fifth Street Lift Station and  
Collection System Improvements  
SRF No. C-544528

Dear Mr. Mastrantoni:

The plans and specifications for the above referenced project are hereby approved.

This approval DOES NOT constitute authority to advertise for bids. You will be advised by separate letter from this agency as to when such an advertisement can be initiated.

Please be advised it will be necessary to issue an addendum to the contract documents prior to opening of bids to include the current State and Federal Labor Wage Determinations. This and all addenda and revisions to the contract documents must be sent electronically to this office for approval and issued to plan holders five (5) days prior to bid opening. Failure to submit addenda in a timely manner will automatically nullify approval to open bids. Any addenda issued inside the five (5) day period prior to the bid opening must include an automatic extension to the bid opening date of a minimum of seven (7) days.

If any questions arise, please contact Mike Warwick, P.E., at (304) 926-0499, ext.1597.

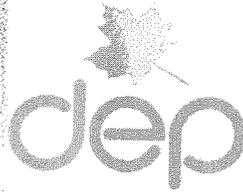
Sincerely,

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

KE/mw

cc: Jonathan Carpenter, P.E., Thrasher Engineering

Promoting a healthy environment.



west virginia department of environmental protection

Division of Water and Waste Management  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304  
Phone: (304) 926-0495  
Fax: (304) 926-0463

Earl Ray Tomblin, Governor  
Randy C. Huffman, Cabinet Secretary  
[www.dep.wv.gov](http://www.dep.wv.gov)

August 29, 2013

Mr. Richard P. Ohalek  
City of Weirton  
5000 Freedom Way  
Weirton, WV 26062

CERTIFIED RETURN RECEIPT REQUESTED

Re: WV/NPDES Permit Modification  
WV0023108-C, Brooke County

Dear Mr. Ohalek:

This serves as Modification No. 3 of your existing WV/NPDES Water Pollution Control Permit No. WV0023108 issued the 15<sup>th</sup> day of October 2010.

After review and consideration of the information accompanying WV/NPDES Water Pollution Control Permit No. WV0023108 and after consideration of the information submitted with Permit Modification Application No. WV0023108-C, dated the 13<sup>th</sup> day of May 2013, and other relevant information, the subject Permit is hereby modified to incorporate the following:

1. The permittee may acquire, construct, install, operate and maintain an additional 4.22 miles of sixteen (16) inch diameter force main (replacing approximately one mile 14 inch force main) from the 5<sup>th</sup> Street Lift Station to the Weirton WWTP; and an additional approximately 2,822 linear feet of ten (10) inch diameter gravity sewer line.
2. The wastewater collection system upgrades shall be constructed in accordance with the plans and specifications, approved the 6<sup>th</sup> day of March 2013, and any approved addenda, thereto, prepared by Thrasher Engineering, Inc.; 300 Association Drive; Charleston, WV 25311; entitled "Weirton Sanitary Board; 5<sup>th</sup> Street Improvement Project; Brooke County, West Virginia" for Contract 2 – Sewer Force Main, Contract 3 – Existing Pump Station Upgrade, and Contract 4 – Odor Control System.

City of Weirton  
Modification No. 3  
Page 2 of 2

This Modification in no way relieves the permittee of its obligation to comply with all terms and conditions of its WV/NPDES Permit No. WV0023108 and shall not constitute an affirmative defense in any enforcement action brought against the permittee.

All other terms and conditions of the subject WV/NPDES Water Pollution Control Permit shall remain unchanged and in effect. Should you have any questions, please contact Ryan K. McGlothen, P.E. of this office at 304-926-0499 extension 1092.

Sincerely,



Scott G. Mandirola  
Director

SGM:rm

cc: E.E. Inspector  
E.E. Inspector Supervisor  
EPA Region 3

## **SWEEP RESOLUTION**

**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 monthly debt service payments on the Bonds by check to the West Virginia Municipal Bond Commission (the "MBC") which in turn pays the owners of the Bonds and deposits funds in the reserve accounts;

**WHEREAS**, the MBC may accept such monthly payments by electronic funds transfer thereby eliminating delay in payments and lost checks;

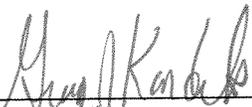
**WHEREAS**, Pursuant to Chapter 13, Article 3, Section 5a, the MBC has established fees for its services (the "MBC Fee");

**WHEREAS**, the Issuer find and determines that it is in the best interest of the Issuer, its citizens and the owners of the Bonds that the monthly debt service and reserve fund payments be made by electronic transfer with the State Treasurer **sweeping** the Issuer's account.

### **NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

- 1) The monthly debt service payments on the Bonds, as set forth in Exhibit A, shall be made to the MBC by electronic transfer by the State Treasurer from the accounts set forth in Exhibit A in such form and at such directions as are provided by the MBC.
- 2) The Mayor / Chairman is 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 September, 2013.

  
\_\_\_\_\_  
Authorized Representative

CITY OF WEIRTON

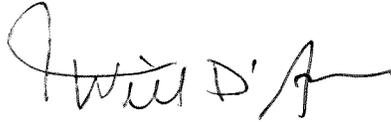
Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

RECEIPT AND RELEASE

The undersigned duly authorized representative of United Bank, Inc, Weirton, West Virginia (the "Bank"), Holder of the City of Weirton Sewerage System Bond Anticipation Note, Series 2012 A, dated September 27, 2012, issued in the original aggregate principal amount of \$1,300,000 (the "Series 2012 A Notes"), hereby certifies and declares that on the date hereof, the Bank received on behalf of the City of Weirton (the "Issuer") the sum of \$963,577 and that such sum is sufficient to pay in full the entire outstanding principal of and all interest accrued on the Series 2012 A Notes to the date hereof and to discharge all liens, pledges and encumbrances securing the Series 2012 A Notes.

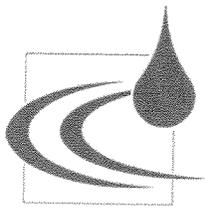
Dated this 25th day of September, 2013.

UNITED BANK, INC.



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Authorized Officer



WEST VIRGINIA

**Water Development Authority**

*Celebrating 39 Years of Service 1974 - 2013*

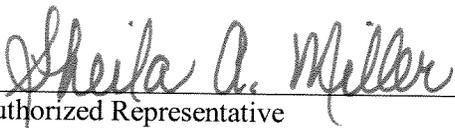
September 25, 2013

City of Weirton  
Sewer Revenue Bonds, Series 2013 A  
(West Virginia SRF Program)

TO WHOM IT MAY CONCERN:

In reliance upon the certificate of Griffith & Associates, PLLC, independent certified public accountants, and an opinion of Steptoe & Johnson PLLC, as bond counsel, that the coverage and parity tests have been met, the undersigned duly authorized representative of the West Virginia Water Development Authority (the "WDA"), the Registered Owner of the Series 2007 A Bonds, hereinafter defined and described, hereby consents to the issuance of the Sewer Revenue Bonds, Series 2013 A (West Virginia SRF Program), in the aggregate principal amount of \$5,904,000 (the "Series 2013 A Bonds") by the City of Weirton (the "Issuer"), under the terms of the Bond Ordinance authorizing the Series 2013 A Bonds, on a parity, with respect to liens, pledge and source of and security for payment, with the Issuer's Sewer Revenue Bond, Series 2007 A (West Virginia SRF Program), dated April 11, 2007, issued in the original aggregate principal amount of \$4,199,404 (the "Series 2007 A Bonds").

WEST VIRGINIA WATER DEVELOPMENT  
AUTHORITY

  
\_\_\_\_\_  
Authorized Representative

949750.00013

**CITY OF WEIRTON  
SEWER REVENUE BONDS, SERIES 2007 A  
(WEST VIRGINIA SRF PROGRAM)**

**BOND ORDINANCE**

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	FORM OF BOND

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SIGNATURES  
CERTIFICATION  
EXHIBIT A

CITY OF WEIRTON

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$5,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2007 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 16, Article 13 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 Hancock County and Brooke County of said State.

B. The Issuer presently owns and operates a public sewerage system. However, it is deemed necessary and desirable for the health and welfare of the inhabitants of the Issuer that there be acquired and constructed certain additions, betterments and improvements to the existing public sewerage system of the Issuer, consisting of the enhancement of the wastewater treatment plant's sludge processing capabilities, together with all appurtenant facilities (collectively, the "Project"), which constitute properties for the collection, transportation, treatment, purification, or disposal of liquid or solid wastes, residential sewage or industrial waste (the existing public sewerage system of the Issuer, the Project and any further additions, betterments and improvements thereto are herein called the "System"), in accordance with the plans and specifications prepared by the Consulting Engineers, which plans and specifications have heretofore been filed with the Issuer.

C. It is deemed necessary for the Issuer to issue its Sewer Revenue Bonds, Series 2007 A (West Virginia SRF Program), in the total aggregate principal amount of not more than \$5,000,000 (the "Series 2007 A Bonds"), initially to be represented by a single bond, to permanently finance a portion of the costs of 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 and eligible under the SRF Program; amounts which may be deposited in the Series 2007 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, discount; initial fees for the services of registrars, paying agents, depositories or trustees or other costs in connection with the sale of the Series 2007 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 2007 A Bonds or the repayment of indebtedness incurred by the Issuer for such purposes shall be deemed Costs of the Project, as hereinafter defined.

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

E. It is in the best interests of the Issuer that its Series 2007 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 Department of Environmental Protection (the "DEP"), in form satisfactory to the Issuer, the Authority, and the DEP (the "Loan Agreement"), to be approved hereby if not previously approved by resolution of the Issuer.

F. There are no outstanding bonds or obligations of the Issuer which will rank either prior to, on a parity with or junior and subordinate to the Series 2007 A

Bonds as to liens, pledge, source of and security for payment or are secured by revenues or assets of the System.

G. 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 to make all payments into all funds, accounts and other payments provided for herein.

H. The Issuer has complied with all requirements of West Virginia law and the Loan Agreement relating to authorization of the acquisition and construction of the Project and the operation of the System and issuance of the Series 2007 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 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 2007 A Bonds or such final order will not be subject to appeal.

I. Pursuant to the Act, the Issuer has heretofore established a Sanitary Board, and the Sanitary Board has petitioned the Governing Body to issue the Series 2007 A Bonds for the purposes set forth herein.

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

Section 1.03. Bond Legislation Constitutes Contract. In consideration of the acceptance of the Series 2007 A 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 Series 2007 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, and by reason of priority of issuance or otherwise, except as expressly provided therein and herein.

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

"Act" means, collectively, Chapter 16, Article 13 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 2007 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 DEP under the Act.

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

"Board" means the Sanitary Board of the Issuer.

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

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

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

"Bonds" means the Series 2007 A Bonds and, where appropriate, any bonds on a parity therewith subsequently authorized to be issued hereunder or by another ordinance of the Issuer.

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

"Closing Date" means the date upon which there is an exchange of the Series 2007 A Bonds for all or a portion of the proceeds of the Series 2007 A Bonds from the Authority and the DEP.

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

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

"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 1.02D hereof to be a part of the cost of acquisition and construction of the Project.

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

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

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

"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 any and all grants received by the Issuer for the payment of a portion of the costs of acquiring and constructing the Project.

"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 into, or to be entered into, by and among the Issuer, the Authority and the DEP, providing for the purchase of the Series 2007 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 2007 A Bonds, plus accrued interest and premium, if any, less original issue discount, if any, and less proceeds, if any, deposited in the Series 2007 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 2007 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, 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, the SRF Administrative Fee, fees and expenses of the Authority, fiscal agents, the Depository Bank, the Registrar and the Paying Agent (all as herein defined), other than those capitalized as part of the costs, payments to pension or retirement funds, taxes and such other reasonable operating costs and expenses as should normally and regularly be included under generally accepted accounting principles; provided, that "Operating Expenses" does not include payments on account of the principal of or redemption premium, if any, or interest on the Bonds, charges for depreciation, losses from the sale or other disposition of, or from any decrease in the value of, capital assets, amortization of debt discount or such miscellaneous deductions as are applicable to prior accounting periods.

"Outstanding," when used with reference to 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 at or prior to said date; (ii) any Bond for the payment of which monies, equal to its principal amount and redemption premium, if applicable, with interest to the date of maturity or redemption shall be in trust hereunder and set aside for such payment (whether upon or prior to maturity); (iii) any Bond deemed to have been paid as provided in Article X hereof; and (iv) for purposes of consents or other action by a specified percentage of Bondholders of the 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 other entity or authority designated as such for the Series 2007 A Bonds in the Supplemental Resolution, with the written consent of the Authority and the DEP.

"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 6C of the West Virginia Code of 1931, as amended; and

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

"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 Section 5.01 hereof.

"Revenue Fund" means the Revenue Fund created by Section 5.01 hereof.

"Series 2007 A Bonds" means Sewer Revenue Bonds, Series 2007 A (West Virginia SRF Program), of the Issuer, authorized by this Bond Legislation.

"Series 2007 A Bonds Construction Trust Fund" means the Series 2007 A Bonds Construction Trust Fund established by Section 5.01 hereof.

"Series 2007 A Bonds Reserve Account" means the Series 2007 A Bonds Reserve Account established by Section 5.02 hereof.

"Series 2007 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 2007 A Bonds in the then current or any succeeding year.

"Series 2007 A Bonds Sinking Fund" means the Series 2007 A Bonds Sinking Fund established by Section 5.02 hereof.

"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 2007 A Bonds; provided, that any matter intended by this Ordinance to be included in the Supplemental Resolution with respect to the Series 2007 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 or any other obligation of the Issuer, including, without limitation, the Renewal and Replacement Fund, the Sinking Funds and the Reserve Accounts.

"System" means, collectively, the complete existing municipal sewage treatment and collection system of the Issuer, as presently existing in its entirety or any integral part thereof, and shall include the Project and any and all additions, betterments and improvements thereto hereafter acquired or constructed for the 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.

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 \$\_\_\_\_\_, 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 2007 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 DEP.

The cost of the Project is estimated not to exceed \$\_\_\_\_\_, of which approximately \$\_\_\_\_\_ will be obtained from proceeds of the Series 2007 A Bonds and approximately \$\_\_\_\_\_ will be obtained from Issuer contribution.

### ARTICLE III

#### AUTHORIZATION, TERMS, EXECUTION, REGISTRATION AND SALE OF BONDS; AUTHORIZATION AND EXECUTION OF BOND PURCHASE AGREEMENT

Section 3.01. Authorization of Bonds. For the purposes of capitalizing interest (if any) on the Series 2007 A Bonds, funding a reserve account for the Series 2007 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 2007 A Bonds of the Issuer. The Series 2007 A Bonds shall be issued as a single bond, designated "Sewer Revenue Bond, Series 2007 A (West Virginia SRF Program)", in the principal amount of not more than \$\_\_\_\_\_ and shall have such terms as set forth hereinafter and in the Supplemental Resolution. The proceeds of the Series 2007 A Bonds remaining after funding of the Series 2007 A Bonds Reserve Account (if funded from Bond proceeds) and capitalizing interest on the Series 2007 A Bonds, if any, shall be deposited in or credited to the Series 2007 A Bonds 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 2007 A Bonds shall be issued in such principal amounts; shall bear interest 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 2007 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 2007 A Bonds shall be paid by check or draft of the Paying Agent or its agent, mailed to the Registered Owner thereof at the address as it appears on the books of the Bond Registrar, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner thereof.

Unless otherwise provided by the Supplemental Resolution, the Series 2007 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 2007 A Bonds, and shall mature in principal installments, all as provided in the Supplemental Resolution. The Series 2007 A Bonds shall be exchangeable at the option and expense of the Registered Owner for another fully registered Bond or Bonds of the same series in aggregate principal amount equal to the amount of said Bonds then Outstanding and being exchanged, with principal installments or maturities, as applicable, corresponding to the dates of payment of principal installments of said Bonds; provided, that the Authority shall not be obligated to pay any expenses of such exchange.

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

Section 3.03. Execution of Bonds. The Series 2007 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 2007 A Bonds shall cease to be such officer of the Issuer before the Series 2007 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 2007 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 2007 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 2007 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 2007 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 2007 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 2007 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 Series 2007 A Bonds.

The registered Series 2007 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 2007 A Bonds or transferring the registered Series 2007 A Bonds are exercised, all Series 2007 A Bonds shall be delivered in accordance with the provisions of this Bond Legislation. All Series 2007 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 2007 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 2007 A Bonds during the period commencing on the 15th day of the month next preceding an interest payment date on the Series 2007 A Bonds or, in the case of any proposed redemption of Series 2007 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 2007 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 2007 A Bonds shall not, in any event, be or constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Net Revenues derived from the operation of the System as herein provided. No Holder or Holders of the Series 2007 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2007 A Bonds or the interest thereon.

Section 3.08. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of all Series 2007 A Bonds shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the operation of the System. Such Net Revenues in an amount sufficient to pay the principal of and interest on and other payments for the Series 2007 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 to such payments as the same become due.

Section 3.09. Delivery of Bonds. The Issuer shall execute and deliver the Series 2007 A Bonds to the Bond Registrar, and the Bond Registrar shall authenticate, register and deliver the Series 2007 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 2007 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 2007 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 2007 A Bonds.

Section 3.10. Form of Bonds. The text of the Series 2007 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  
SEWER REVENUE BOND, SERIES 2007 A  
(WEST VIRGINIA SRF PROGRAM)

No. AR-\_\_\_\_\_

\$\_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia in Hancock and Brooke 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 \_\_\_\_\_ 1,200 \_\_\_\_\_, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference. With interest on each installment at the rate per annum on said EXHIBIT B. The interest and SRF Administrative fee (as defined in the hereinafter describe Bond Legislation) on this Bond shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing \_\_\_\_\_, 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 15<sup>th</sup> day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

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

Agreement") by and among the Issuer, the Authority and the DEP, dated \_\_\_\_\_, 2007.

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 sewerage system of the Issuer (the "Project"); (ii) funding the Series 2007 A Reserve Account; and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage 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 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on \_\_\_\_\_, 2007, and a Supplemental Resolution duly adopted by the Issuer on \_\_\_\_\_, 2007 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

There are no outstanding bonds or obligations secured by the revenues or assets of the System.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2007 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Net Revenues, the monies in the Series 2007 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 on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that so long as there exists in the Series 2007 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 any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%.

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

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance 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 Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

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

IN WITNESS WHEREOF, THE CITY OF 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 as of the day and year first above-written.

[SEAL]

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

(Form of)

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2007 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: \_\_\_\_\_, 2007.

THE HUNTINGTON NATIONAL BANK,  
as Registrar

By: \_\_\_\_\_  
Its: 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 Ratification of Execution of Loan Agreement. The Series 2007 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 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. The Loan Agreement, including all schedules and exhibits attached thereto, are hereby approved and incorporated into this Bond Legislation.

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

ARTICLE IV

[RESERVED]

## ARTICLE V

### FUNDS AND ACCOUNTS; SYSTEM REVENUES AND APPLICATION THEREOF

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

- (1) Revenue Fund;
- (2) Renewal and Replacement Fund; and
- (3) Series 2007 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 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 2007 A Bonds Sinking Fund; and
- (2) The Series 2007 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 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. All revenues at any time on deposit in the Revenue Fund shall be disposed of only in the following manner order of priority:

- (1) The Issuer shall first, each month, pay from the Revenue Fund the current Operating Expenses of the System.
- (2) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing 3 months prior to the first date of payment of interest of the Series 2007 A Bonds, for deposit in the Series 2007 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of interest which will mature and become due on the Series 2007 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 2007 A

Bonds Sinking Fund and the next quarterly interest payment date is less than 3 months, then such monthly payments shall be increased proportionately to provide, 1 month prior to the next quarterly interest payment date, the required amount of interest coming due on such date.

(3) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2007 A Bonds, for deposit in the Series 2007 A Bonds Sinking Fund, an amount equal to 1/3rd of the amount of principal which will mature and become due on the Series 2007 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 2007 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.

(4) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Commission, commencing 3 months prior to the first date of payment of principal of the Series 2007 A Bonds, if not fully funded upon issuance of the Series 2007 A Bonds, for deposit in the Series 2007 A Bonds Reserve Account, an amount equal to 1/120th of the Series 2007 A Bonds Reserve Requirement; provided that, no further payments shall be made into the Series 2007 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 2007 A Bonds Reserve Requirement.

(5) The Issuer shall next, on the first day of each month, transfer from the Revenue Fund and remit to the Depository Bank for deposit in 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, repairs, improvements

or extensions to the System; provided, that any deficiencies in any Reserve Account (except to the extent such deficiency exists because the required payments into such account have not, as of the date of determination of a deficiency, funded such account to the maximum extent required hereof) shall be promptly eliminated with monies from the Renewal and Replacement Fund.

Monies in the Series 2007 A Bonds Sinking Fund shall be used only for the purposes of paying principal of and interest, on the Series 2007 A Bonds as the same shall become due. Monies in the Series 2007 A Bonds Reserve Account shall be used only for the purposes of paying principal of and interest on the Series 2007 A Bonds as the same shall come due, when other monies in the Series 2007 A Bonds Sinking Fund are insufficient therefor, and for no other purpose.

All investment earnings on monies in the Series 2007 A Bonds Sinking Fund and the Series 2007 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 2007 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 due on the Series 2007 A Bonds and then to the next ensuing principal payment due thereon.

Any withdrawals from the Series 2007 A Bonds Reserve Account which result in a reduction in the balance of the Series 2007 A Bonds Reserve Account to below the Series 2007 A Bonds Reserve Requirement shall be subsequently restored from the first Net Revenues available after all required payments have been made in full in the priority as set forth above.

As and when additional Bonds ranking on a parity with the Series 2007 A Bonds are issued, provision shall be made for additional payments into the respective sinking fund sufficient to pay the interest on such additional parity Bonds and accomplish retirement thereof at maturity and to accumulate a balance in the respective reserve account in an amount equal to the requirement therefor.

The Issuer shall not be required to make any further payments into the Series 2007 A Bonds Sinking Fund or into the Series 2007 A Bonds Reserve Account therein when the aggregate amount of funds therein are at least equal to the aggregate principal amount of the Series 2007 A Bonds issued pursuant to this Bond Legislation then Outstanding and all interest to accrue until the maturity thereof.

Principal, interest or reserve payments, whether for a deficiency or otherwise, shall be made with respect to the Series 2007 A Bonds, all in accordance with the principal amount then Outstanding.

The Commission is hereby designated as the fiscal agent for the administration of the Series 2007 A Bonds Sinking Fund and the Series 2007 A Bonds Reserve Account created hereunder, and all required amounts shall be remitted to the Commission from the Revenue Fund by the Issuer at the times provided herein. If required by the Authority at anytime, the Issuer shall make the necessary arrangements whereby required payments into the Series 2007 A Bonds Sinking Fund and the Series 2007 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 2007 A Bonds Sinking Fund and the Series 2007 A Bonds Reserve Account shall be invested and reinvested by the Commission in accordance with Section 8.01 hereof.

The Series 2007 A Bonds Sinking Fund, including the Series 2007 A Bonds Reserve Account therein, shall be used solely and only for, and are hereby pledged for, the purpose of servicing the Series 2007 A Bonds under the conditions and restrictions set forth herein.

B. The Issuer shall, on the first day of each month (if the first day is not a business day, then the first business day of each month), deposit with the Commission the required interest, principal and reserve account payments with respect to the Series 2007 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, on the first day of each month (if the first day is not a business day, then the first business day of each month) deposit with the Commission, the SRF Administrative Fee as set forth in the 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 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 sum insured by the maximum amounts insured by FDIC in all funds and accounts shall at all times be secured, to the full extent thereof in excess of such insured sum, by Qualified Investments as shall be eligible as security for deposits of state and municipal funds under the laws of the State.

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

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

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

J. All Tap Fees shall be deposited by the Issuer, as received, in the Series 2007 A Bonds 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 monies received from the sale of the Series 2007 A Bonds, the following amounts shall be first deducted and deposited in the order set forth below:

A. From the proceeds of the Series 2007 A Bonds, there shall be deposited with the Commission in the Series 2007 A Bonds Sinking Fund, the amount, if any, set forth in the Supplemental Resolution as capitalized interest.

B. Next, from the proceeds of the Series 2007 A Bonds, there shall be deposited with the Commission in the Series 2007 A Bonds Reserve Account, the amount, if any, set forth in the Supplemental Resolution for funding of the Series 2007 A Bonds Reserve Account.

C. As the Issuer receives advances of the remaining monies derived from the sale of the Series 2007 A Bonds, such monies shall be deposited with the Depository Bank in the 2007 A Bonds Construction Trust Fund and applied solely to payment of Costs of the Project in the manner set forth in Section 6.02 hereof, and until expended, are hereby pledged as additional security for the Series 2007 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 2007 A Bonds shall be expended as directed by the DEP.

Section 6.02. Disbursements From the Series 2007 A Bonds 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 2007 A Bonds will be expended and the disbursement procedures of such proceeds, including an estimated monthly draw schedule. Payments for Costs of the Project shall be made monthly.

Except as provided in Section 6.01 hereof, disbursements from the Series 2007 A Bonds Construction Trust Fund shall be made only after submission to, and approved from, the Authority and the DEP of the following:

- (1) a completed and signed "Payment Requisition Form," a form of which is attached to the Loan Agreement, in compliance with the construction schedule; and

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

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

(B) Each item for which the payment is proposed to be made is or was necessary in connection with the Project and constitutes a Cost of the 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 2007 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 2007 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 2007 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 2007 A Bonds or the interest thereon is Outstanding and unpaid.

Section 7.02. Bonds not to be Indebtedness of the Issuer. The Series 2007 A Bonds shall not be nor constitute a corporate 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 2007 A Bonds shall ever have the right to compel the exercise of the taxing power of the Issuer to pay the Series 2007 A Bonds or the interest, thereon.

Section 7.03. Bonds Secured by Pledge of Net Revenues. The payment of the debt service of the Series 2007 A Bonds shall be secured forthwith equally and ratably by a first lien on the Net Revenues derived from the System. The Net Revenues in an amount sufficient to pay the principal of and interest, on the Series 2007 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. 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 and approved and described in the sewer rate ordinance of the Issuer enacted September 12, 2005, which rates are incorporated herein by reference as a part hereof.

So long as the Series 2007 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 2007 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 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 Series 2007 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 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 2007 A Bonds, immediately be remitted to the Commission for deposit in the Series 2007 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 2007 A Bonds. Any balance remaining after the payment of the Bonds and the 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 duly adopted, 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 a professional engineer 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 in accordance with the laws of the State. The proceeds of any such sale shall be remitted by the Issuer to the Commission for deposit in the Renewal and Replacement Fund. The payment of such proceeds into the Renewal and Replacement Fund shall not reduce the amounts required to be paid into such 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 the Bonds then Outstanding. The Issuer shall prepare the form of such approval and consent for execution by the then Holders of the Bonds for the disposition of the proceeds of the sale, lease or other disposition of such properties of the System.

Section 7.06. Issuance of Other Obligations Payable Out of Revenues and General Covenant Against Encumbrances. Except as provided for in Section 7.07 hereof, the Issuer shall not issue any 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 2007 A Bonds. All obligations issued by the Issuer after the issuance of the Series 2007 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 2007 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 2007 A Bonds, and the interest thereon, upon any of the income and revenues of the System pledged for payment of the Series 2007 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 Project, or any other obligations related to the Project or the System.

Section 7.07. Parity Bonds. No Parity Bonds, payable out of the revenues of the System, shall be issued after the issuance of the Series 2007 A Bonds pursuant to this Bond Legislation, without the prior written consent of the Authority, the DEP and 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 2007 A Bonds.

No such Parity Bonds shall be issued except for the purpose of financing the costs of design, acquisition or construction of additions, extensions, betterments or improvements to the System or refunding any outstanding Bonds, 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 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 Bonds then Outstanding;
- (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 issuance of such Parity Bonds, and shall not exceed the amount to be stated in a certificate of the Independent Certified Public Accountants, which shall be filed in the office of the City Clerk prior to the issuance of such Parity Bonds.

The Net Revenues actually derived from the System during the 12-consecutive month period hereinabove referred to may be adjusted by adding to such Net Revenues such additional Net Revenues which would have been received, in the opinion of the Independent Certified Public Accountants, as stated in a certificate, on account of increased rates, rentals, fees and charges for the System enacted by the Issuer, the time for appeal of which 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 Net Revenues of the System and their source of and security for payment from said Net 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 lien of the Series 2007 A 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 2007 A Bonds.

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 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 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 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 and maintenance 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 Governing Body. 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 Authority and the DEP, or any other original purchaser of the Series 2007 A Bonds, and shall mail in each year to any Holder or Holders of the Series 2007 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 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 2007 A Bonds and shall submit said report to the Authority and the DEP, or any other original purchaser of the Series 2007 A Bonds. Such audit report submitted to the Authority and the DEP shall include a statement that the Issuer is in compliance with the terms and provisions of the Act, the Loan Agreement and this Bond Legislation and that the revenues of the System are adequate to meet the Issuer's Operating Expenses and debt service and reserve requirements.

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

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

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

Section 7.09. Rates. Prior to the issuance of the Series 2007 A Bonds, 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 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 (i) to provide for all Operating Expenses of the System and (ii) to leave a balance each year equal to at least 115% of the maximum amount required in any year for payment of principal of and interest on the Series 2007 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2007 A Bonds; provided that, in the event the amounts equal to or in excess of the reserve requirements are on deposit respectively in the Series 2007 A Bonds Reserve Account and any Reserve Accounts for obligations on a parity with the Series 2007 A 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 Series 2007 A Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Series 2007 A 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 hereof.

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 DEP and 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 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 within 30 days of adoption to the Authority and the DEP and to any Holder of the 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 the DEP, the Authority 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 DEP and the Authority 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 engineering services satisfactory to the Authority and the DEP covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that construction conforms to the plans, specifications and designs prepared by the Consulting Engineers, which have been approved by all necessary governmental bodies. Such engineer shall certify to the Authority and 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 shall at all times provide operation and maintenance of the System in compliance with all state and federal standards.

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

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

Section 7.14. 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 2007 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 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, if the facilities of the System are or will be located in designated special flood or mudslide-prone areas and to the extent available at reasonable cost to the Issuer.

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

(6) FIDELITY BONDS will be provided as to every officer, member and employee of the Issuer or the Board 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 DEP and the Issuer shall verify such insurance prior to commencement of construction. In the event the Loan Agreement so requires, such insurance shall be made payable to the order of the Authority, the Issuer, the prime contractor and all subcontractors, as their interests may appear.

Section 7.16. Mandatory Connections. The mandatory use of the System is essential and necessary for the protection and preservation of the public health, comfort, safety, convenience and welfare of the inhabitants and residents of, and the economy of, the

Issuer and in order to assure the rendering harmless of sewage and water-borne waste matter produced or arising within the territory served by the System. Accordingly, every owner, tenant or occupant of any house, dwelling or building located near the System, where sewage will flow by gravity or be transported by such other methods approved by the State Department of Health from such house, dwelling or building into the System, to the extent permitted by the laws of the State and the rules and regulations of the Public Service Commission of West Virginia, shall connect with and use the System and shall cease the use of all other means for the collection, treatment and disposal of sewage and waste matters from such house, dwelling or building where there is such gravity flow or transportation by such other method approved by the State Department of Health and such house, dwelling or building can be adequately served by the System, and every such owner, tenant or occupant shall, after a 30-day notice of the availability of the System, pay the rates and charges established therefor.

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

Section 7.17. Completion and Operation 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 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 has obtained all approvals for the issuance of the Series 2007 A Bonds required by State law, with all 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 DEP with copies of all documents submitted to the Authority.

The Issuer shall also comply with all applicable laws, rules and regulations issued by the Authority, 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 2007 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 2007 A Bonds during the term thereof is, under the terms of the Series 2007 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 2007 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 2007 A Bonds during the term thereof is, under the terms of the Series 2007 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 2007 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 2007 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 the lesser of 5% or \$5,000,000 of the Net Proceeds of the Series 2007 A Bonds are used, directly or indirectly, to make or finance a loan (other than loans constituting Nonpurpose Investments) to persons other than state or local government units.

C. **FEDERAL GUARANTEE PROHIBITION.** The Issuer shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Series 2007 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 2007 A Bonds and the interest thereon, including, without limitation, the information return required under Section 149(e) of the Code.

E. **FURTHER ACTIONS.** The Issuer will take any and all actions that may be required of it (including, without limitation, those deemed necessary by the Authority) so that the interest on the Series 2007 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. 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).

Section 7.21. Contracts; Public Releases. A. The Issuer shall, simultaneously with the delivery of the Series 2007 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 DEP for written approval. The Issuer shall obtain the written approval of the DEP before expending any proceeds of the Series 2007 A Bonds held in "contingency" as set forth in the Schedule attached to the Certificate of the Consulting Engineer. The Issuer shall also obtain the written approval of the DEP before expending any proceeds of the Series 2007 A Bonds made available due to bid or construction or project underruns.

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

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

The Depository Bank shall keep complete and accurate records of all funds, accounts and investments, and shall distribute to the Issuer, at least once each year, or more often as reasonably requested by the Issuer, a summary of such funds, accounts and investment earnings. The Issuer shall retain all such records and any additional records with respect to such funds, accounts and investment earnings so long as any of the Series 2007 A Bonds are Outstanding and as long thereafter as necessary to assure the exclusion of interest on the Series 2007 A Bonds from gross income for federal income tax purposes.

Section 8.02.      Arbitrage and Tax Exemption. The Issuer covenants that (i) it shall not take, or permit or suffer to be taken, any action with respect to the gross or other proceeds of the Series 2007 A Bonds which would cause the Series 2007 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 2007 A Bonds) so that the interest on the Series 2007 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. Tax Certificate and Rebate. The Issuer shall deliver a certificate of arbitrage, a tax certificate or other similar certificate to be prepared by nationally recognized bond counsel or tax counsel relating to payment of arbitrage rebate and other tax matters as a condition to issuance of the Series 2007 A Bonds. In addition, the Issuer covenants to comply with all Regulations from time to time in effect and applicable to the Series 2007 A Bonds as may be necessary in order to fully comply with Section 148(f) of the Code, and covenants to take such actions, and refrain from taking such actions, as may be necessary to fully comply with such Section 148(f) of the Code and such Regulations, regardless of whether such actions may be contrary to any of the provisions of this Bond Legislation.

The Issuer covenants to calculate, annually, the rebatable arbitrage, determined in accordance with Section 148(f) of the Code. Upon completion of each such annual calculation, unless otherwise agreed by the Authority, the Issuer shall deposit, or cause to be deposited, in the Rebate Fund such sums as are necessary to cause the aggregate amount on deposit in the Rebate Fund to equal the sum determined to be subject to rebate to the United States, which, notwithstanding anything herein to the contrary, shall be paid from investment earnings on the underlying fund or account established hereunder and on which such rebatable arbitrage was earned or from other lawfully available sources. Notwithstanding anything herein to the contrary, the Rebate Fund shall be held free and clear of any lien or pledge hereunder and shall be used only for payment of rebatable arbitrage to the United States. The Issuer shall pay, or cause to be paid, to the United States, from the Rebate Fund, the rebatable arbitrage in accordance with Section 148(f) of the Code and such Regulations. In the event that there are any amounts remaining in the Rebate Fund following all such payments required by the preceding sentence, the Depository Bank shall pay said amounts to the Issuer to be used for any lawful purpose of the System. The Issuer shall remit payments to the United States in the time and at the address prescribed by the Regulations as the same may be from time to time in effect with such reports and statements as may be prescribed by such Regulations. In the event that, for any reason, amounts in the Rebate Fund are insufficient to make the payments to the United States which are required, the Issuer shall assure that such payments are made by the Issuer to the United States, on a timely basis, from any funds lawfully available therefor. In addition, the Issuer shall cooperate with the Authority in preparing rebate calculations and in all other respects in connection with rebates and hereby consents to the performance of all matters in connection with such rebates by the Authority at the expense of the Issuer. The Issuer may provide for the employment of independent attorneys, accountants or consultants compensated on such reasonable basis as the Issuer may deem appropriate in order to assure compliance with this Section 8.03. The Issuer shall keep and retain, or cause to be kept and retained, records of the determinations made pursuant to this Section 8.03 in accordance with the requirements of Section 148(f) of the Code and such Regulations. In the event the Issuer fails to make such rebates as required, the Issuer shall pay the required rebate amount, any and all penalties and other amounts, from lawfully available sources, and obtain a waiver from the Internal Revenue Service, if necessary, and take any other actions necessary, in order to

maintain the exclusion of interest on the Series 2007 A Bonds from gross income for federal income tax purposes.

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 and certificate with respect thereto or, if the Issuer qualifies for the small governmental issue exception to rebate, or any other exception thereto, then the Issuer shall submit to the Authority a certificate stating that it is exempt from such rebate provisions and that no event has occurred to its knowledge during the Bond Year which would make the Series 2007 A Bonds subject to rebate. The Issuer shall also furnish to the Authority, at any time, such additional information relating to rebate as may be reasonably requested by the Authority including information with respect to earnings on all funds constituting "gross proceeds" of the Series 2007 A Bonds (as such term "gross proceeds" is defined in the Code).

## ARTICLE IX

### DEFAULT AND REMEDIES

Section 9.01.      Events of Default. Each of the following events shall constitute an "Event of Default" with respect to the Series 2007 A Bonds:

(1) If default occurs in the due and punctual payment of the principal of or interest on the Series 2007 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 2007 A Bonds set forth in this Bond Legislation, any supplemental resolution or in the Series 2007 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, the Registrar, the 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.

Section 9.03.      Appointment of Receiver. Any Registered Owner of a Bond may, by proper legal action, compel the performance of the duties of the Issuer under the Bond Legislation and the Act, including, the completion of the Project and after commencement of operation of the System, the making and collection of sufficient rates and charges for services rendered by the System and segregation of the revenues therefrom and the application thereof. If there be any Event of Default with respect to such Bonds, any Registered Owner of a Bond shall, in addition to all other remedies or rights, have the right by appropriate legal proceedings to obtain the appointment of a receiver to administer the System or to complete the acquisition and construction of the Project on behalf of the Issuer,

with power to charge rates, rentals, fees and other charges sufficient to provide for the payment of Operating Expenses of the System, the payment of the Bonds and interest and the deposits into the funds and accounts hereby established, and to apply such rates, rentals, fees, charges or other revenues in conformity with the provisions of this Bond Legislation and the Act.

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

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

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

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

ARTICLE X

PAYMENT 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 2007 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 the pledge of Net Revenues and other monies and securities pledged under this Bond Legislation and all covenants, agreements and other obligations of the Issuer to the Registered Owners of the Series 2007 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 Series 2007 A Bonds from gross income for federal income tax purposes.

## ARTICLE XI

### MISCELLANEOUS

Section 11.01. Amendment or Modification of Bond Legislation. Prior to issuance of the Series 2007 A Bonds, this Ordinance may be amended or supplemented in any way by the Supplemental Resolution. Following issuance of the Series 2007 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 2007 A Bonds, shall be made without the consent in writing of the Registered Owners of the Series 2007 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 respective Registered Owner thereof. No amendment or modification shall be made that would reduce the percentage of the principal amount of the Series 2007 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 exclusion of interest on the Series 2007 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 2007 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 2007 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.

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

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

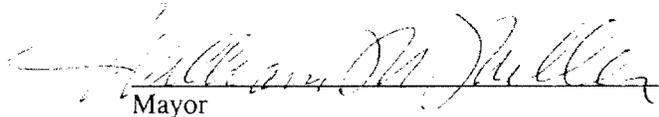
Section 11.07. Effective Date. This Ordinance shall take effect immediately following the public hearing and final reading hereof.

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 2007 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: - February 12, 2007

Passed on Second Reading: - March 12, 2007

Passed on Final Reading  
Following Public  
Hearing: - April 9, 2007

  
Mayor

CERTIFICATION

Certified a true copy of an Ordinance duly enacted by the Council of the City of Weirton on the 9<sup>th</sup> day of April 2007.

Dated: April 11, 2007.

[SEAL]

  
City Clerk

10.26.06  
949750.00003

EXHIBIT A

Loan Agreement included in bond transcript as Document 3.

CITY OF WEIRTON

Sewer Revenue Bonds, Series 2007 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 SEWER REVENUE BONDS, SERIES 2007 A (WEST VIRGINIA SRF 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 adopted and enacted a bond ordinance, effective April 9, 2007 (the "Bond Ordinance"), entitled:

ORDINANCE AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF ADDITIONS, BETTERMENTS AND IMPROVEMENTS TO THE EXISTING PUBLIC SEWERAGE SYSTEM OF THE CITY OF WEIRTON AND THE FINANCING OF THE COST THEREOF, NOT OTHERWISE PROVIDED, THROUGH THE ISSUANCE BY THE CITY OF NOT MORE THAN \$5,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF SEWER REVENUE BONDS, SERIES 2007 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 Sewer Revenue Bonds, Series 2007 A (West Virginia SRF Program), of the Issuer, in an aggregate principal amount not to exceed \$5,000,000 (the "Bonds" or the "Series 2007 A Bonds");

WHEREAS, the Bond Ordinance has authorized the execution and delivery of the loan agreement relating to the Series 2007 A Bonds, including all schedules and exhibits attached thereto, by and among the Issuer, the West Virginia Water Development Authority (the "Authority") and the West Virginia Department of Environmental Protection (the "DEP") (the "Loan Agreement"), all in accordance with Chapter 16, Article 13 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 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 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 and there are hereby authorized and ordered to be issued the Sewer Revenue Bonds, Series 2007 A (West Virginia SRF Program), of the Issuer, originally represented by a single Bond, numbered AR-1, in the principal amount of \$4,199,404. The Series 2007 A Bonds shall be dated the date of delivery thereof, shall finally mature March 1, 2028, and shall bear interest at the rate of 2%. The principal and interest of the Series 2007 A Bonds shall be payable quarterly, on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2008, and maturing March 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 2007 A Bonds. The Series 2007 A Bonds shall be subject to redemption upon the written consent of the Authority and the DEP, and upon payment of the redemption premium, if any, and otherwise in compliance with the Loan Agreement, so long as the Authority shall be the registered owner of the Series 2007 A Bonds. The Issuer does hereby approve and shall pay the SRF Administrative Fee equal to 1% of the principal amount of the Series 2007 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 the performance of the obligations contained therein, on behalf of the Issuer, are hereby authorized, directed, ratified and approved. The Issuer hereby affirms all covenants and representations made in the Loan Agreement and in the applications to the DEP and the Authority. The price of the 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 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, Weirton, West Virginia, to serve as Depository Bank under the Bond Ordinance.

Section 7. Series 2007 A Bonds proceeds in the amount of \$-0- shall be deposited in the Series 2007 A Bonds Sinking Fund, as capitalized interest.

Section 8. Series 2007 A Bonds proceeds in the amount of \$255,276 shall be deposited in the Series 2007 A Bonds Reserve Account.

Section 9. The balance of the proceeds of the Series 2007 A Bonds shall be deposited in or credited to the Series 2007 A Bond Construction Trust Fund as received from the DEP from time to time for payment of the costs of the Project, including, without limitation, costs of issuance of the Bonds and related costs.

Section 10. The Mayor and the City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates required or desirable in connection with the Bonds hereby and by the Bond Ordinance approved and provided for, to the end that the Bonds may be delivered on or about April 11, 2007, 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 does hereby approve and authorize all contracts relating to the financing, acquisition and construction of the Project.

Section 13. The Issuer hereby determines to invest all monies in the funds and accounts established by the Bond Ordinance held by the Depository Bank until expended, in repurchase agreements or time accounts, secured by a pledge of Government Obligations, and therefore, the Issuer hereby directs the Depository Bank to take such actions as may be necessary to cause such monies to be invested in such repurchase agreements or time accounts until further directed in writing by the Issuer. Monies in the Series 2007 A Bonds Sinking Fund and the Series 2007 A Bonds Reserve Account shall be invested by the West Virginia Municipal Bond Commission in the West Virginia Consolidated Fund.

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

Adopted this 9th day of April, 2007.

By: William D. Miller  
Its: Mayor

CERTIFICATION

Certified a true copy of a Supplemental Resolution duly adopted by the Council of the City of Weirton on the 9th day of April, 2007.

Dated: April 11, 2007.

[SEAL]

  
City Clerk

03.14.07  
949750.00003

SPECIMEN

UNITED STATES OF AMERICA  
STATE OF WEST VIRGINIA  
CITY OF WEIRTON  
SEWER REVENUE BOND, SERIES 2007 A  
(WEST VIRGINIA SRF PROGRAM)

No. AR-1

\$4,199,404

KNOW ALL MEN BY THESE PRESENTS: That on this 11th day of April, 2007, the CITY OF WEIRTON, a municipal corporation and political subdivision of the State of West Virginia in Hancock and Brooke 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 FOUR MILLION ONE HUNDRED NINETY-NINE THOUSAND FOUR HUNDRED AND FOUR DOLLARS (\$4,199,404), or such lesser amount as shall have been advanced to the Issuer hereunder and not previously repaid, as set forth in the "Record of Advances" attached as EXHIBIT A hereto and incorporated herein by reference, in quarterly installments on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2008, as set forth on the "Debt Service Schedule" attached as EXHIBIT B hereto and incorporated herein by reference with interest on each installment at the rate per annum on said EXHIBIT B. The interest and SRF Administrative fee (as defined in the hereinafter describe Bond Legislation) on this Bond shall be payable quarterly on March 1, June 1, September 1 and December 1 of each year, commencing June 1, 2008, as set forth on EXHIBIT B attached hereto.

Principal installments of this Bond are payable in any coin or currency which, on the respective dates of payment of such installments, is legal tender for the payment of public and private debts under the laws of the United States of America, at the office of the West Virginia Municipal Bond Commission, Charleston, West Virginia (the "Paying Agent"). 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 15<sup>th</sup> day of the month next preceding an interest payment date, or by such other method as shall be mutually agreeable so long as the Authority is the Registered Owner hereof.

This Bond may be redeemed prior to its stated date of maturity in whole or in part, but only with the express written consent of the Authority and the West Virginia Department of Environmental Protection (the "DEP"), and upon the terms and conditions prescribed by, and otherwise in compliance with, the Loan Agreement (the "Loan Agreement") by and among the Issuer, the Authority and the DEP, dated April 10, 2007.

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 sewerage system of the Issuer (the "Project"); (ii) funding the Series 2007 A Reserve Account; and (iii) to pay certain costs of issuance of the Bonds of this Series (the "Bonds") and related costs. The existing public sewerage 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 16, Article 13 and Chapter 22C, Article 2 of the West Virginia Code of 1931, as amended (collectively, the "Act"), a Bond Ordinance duly enacted by the Issuer on April 9, 2007, and a Supplemental Resolution duly adopted by the Issuer on April 9, 2007 (collectively, the "Bond Legislation"), and is subject to all the terms and conditions thereof. The Bond Legislation provides for the issuance of additional bonds under certain conditions, and such bonds would be entitled to be paid and secured equally and ratably from and by the funds and revenues and other security provided for the Bonds under the Bond Legislation.

There are no outstanding bonds or obligations secured by the revenues or assets of the System.

This Bond is payable only from and secured by a pledge of the Net Revenues (as defined in the Bond Legislation) to be derived from the operation of the System and from monies in the Reserve Account created under the Bond Legislation for the Bonds (the "Series 2007 A Bonds Reserve Account"), and unexpended proceeds of the Bonds. Such Net Revenues shall be sufficient to pay the principal of and interest on all bonds which may be issued pursuant to the Act and which shall be set aside as a special fund hereby pledged for such purpose. This Bond does not constitute a corporate indebtedness of the Issuer within the meaning of any constitutional or statutory provisions or limitations, nor shall the Issuer be obligated to pay the same or the interest hereon, except from said special fund provided from the Net Revenues, the monies in the Series 2007 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 on the Bonds and all other obligations secured by a lien on or payable from such revenues on a parity with the Bonds; provided however, that so long as there exists in the Series 2007 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 any other obligations outstanding on a parity with the Bonds, an amount at least equal to the requirement therefor, such percentage may be reduced to 110%. The Issuer has entered into certain further covenants with the registered owners of the Bonds for the terms of which reference is made to the Bond Legislation. Remedies provided the

registered owners of the Bonds are exclusively as provided in the Bond Legislation, to which reference is here made for a detailed description thereof.

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

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

All money received from the sale of this Bond, after reimbursement and repayment of all amounts advanced for preliminary expenses as provided by law and the Bond Legislation, shall be applied solely to payment of the costs of the Project and costs of issuance 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 Net Revenues of the System has been pledged to and will be set aside into said special fund by the Issuer for the prompt payment of the principal of and interest on this Bond.

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

[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 as of the day and year first above-written.

[SEAL]

*William D. Miller*  
\_\_\_\_\_  
Mayor

*[Signature]*  
\_\_\_\_\_  
City Manager

ATTEST:

*Thomas [Signature]*  
\_\_\_\_\_  
City Clerk

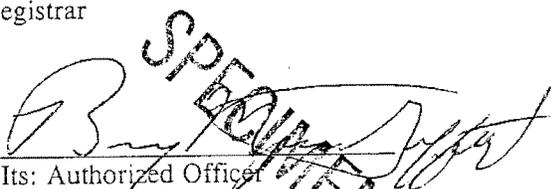
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of the Series 2007 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 11, 2007.

THE HUNTINGTON NATIONAL BANK,  
as Registrar

By:

  
Its: Authorized Officer

SPECIMEN

EXHIBIT A

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) \$613,595	April 11, 2007	(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

\$4,199,404

City of Weirton

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

Closing Date: April 11, 2007

Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I
06/01/2007	-	-	-	-
09/01/2007	-	-	-	-
12/01/2007	-	-	-	-
03/01/2008	-	-	-	-
06/01/2008	42,821.00	2.000%	20,997.02	63,818.02
09/01/2008	43,036.00	2.000%	20,782.92	63,818.92
12/01/2008	43,251.00	2.000%	20,567.74	63,818.74
03/01/2009	43,467.00	2.000%	20,351.48	63,818.48
06/01/2009	43,684.00	2.000%	20,134.15	63,818.15
09/01/2009	43,903.00	2.000%	19,915.73	63,818.73
12/01/2009	44,122.00	2.000%	19,696.21	63,818.21
03/01/2010	44,343.00	2.000%	19,475.60	63,818.60
06/01/2010	44,565.00	2.000%	19,253.89	63,818.89
09/01/2010	44,787.00	2.000%	19,031.06	63,818.06
12/01/2010	45,011.00	2.000%	18,807.13	63,818.13
03/01/2011	45,236.00	2.000%	18,582.07	63,818.07
06/01/2011	45,463.00	2.000%	18,355.89	63,818.89
09/01/2011	45,690.00	2.000%	18,128.58	63,818.58
12/01/2011	45,918.00	2.000%	17,900.13	63,818.13
03/01/2012	46,148.00	2.000%	17,670.54	63,818.54
06/01/2012	46,379.00	2.000%	17,439.80	63,818.80
09/01/2012	46,611.00	2.000%	17,207.90	63,818.90
12/01/2012	46,844.00	2.000%	16,974.85	63,818.85
03/01/2013	47,078.00	2.000%	16,740.63	63,818.63
06/01/2013	47,313.00	2.000%	16,505.24	63,818.24
09/01/2013	47,550.00	2.000%	16,268.67	63,818.67
12/01/2013	47,788.00	2.000%	16,030.92	63,818.92
03/01/2014	48,026.00	2.000%	15,791.98	63,817.98
06/01/2014	48,267.00	2.000%	15,551.85	63,818.85
09/01/2014	48,508.00	2.000%	15,310.52	63,818.52
12/01/2014	48,750.00	2.000%	15,067.98	63,817.98
03/01/2015	48,994.00	2.000%	14,824.23	63,818.23
06/01/2015	49,239.00	2.000%	14,579.26	63,818.26
09/01/2015	49,485.00	2.000%	14,333.06	63,818.06
12/01/2015	49,733.00	2.000%	14,085.64	63,818.64
03/01/2016	49,982.00	2.000%	13,836.97	63,818.97
06/01/2016	50,231.00	2.000%	13,587.06	63,818.06
09/01/2016	50,483.00	2.000%	13,335.91	63,818.91
12/01/2016	50,735.00	2.000%	13,083.49	63,818.49
03/01/2017	50,989.00	2.000%	12,829.82	63,818.82
06/01/2017	51,244.00	2.000%	12,574.87	63,818.87
09/01/2017	51,500.00	2.000%	12,318.65	63,818.65
12/01/2017	51,757.00	2.000%	12,061.15	63,818.15
03/01/2018	52,016.00	2.000%	11,802.37	63,818.37

\$4,199,404

City of Weirton

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

Closing Date: April 11, 2007

Debt Service Schedule

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I
06/01/2018	52,276.00	2.000%	11,542.29	63,818.29
09/01/2018	52,538.00	2.000%	11,280.91	63,818.91
12/01/2018	52,800.00	2.000%	11,018.22	63,818.22
03/01/2019	53,064.00	2.000%	10,754.22	63,818.22
06/01/2019	53,330.00	2.000%	10,488.90	63,818.90
09/01/2019	53,596.00	2.000%	10,222.25	63,818.25
12/01/2019	53,864.00	2.000%	9,954.27	63,818.27
03/01/2020	54,134.00	2.000%	9,684.95	63,818.95
06/01/2020	54,404.00	2.000%	9,414.28	63,818.28
09/01/2020	54,676.00	2.000%	9,142.26	63,818.26
12/01/2020	54,950.00	2.000%	8,868.88	63,818.88
03/01/2021	55,224.00	2.000%	8,594.13	63,818.13
06/01/2021	55,500.00	2.000%	8,318.01	63,818.01
09/01/2021	55,778.00	2.000%	8,040.51	63,818.51
12/01/2021	56,057.00	2.000%	7,761.62	63,818.62
03/01/2022	56,337.00	2.000%	7,481.33	63,818.33
06/01/2022	56,619.00	2.000%	7,199.65	63,818.65
09/01/2022	56,902.00	2.000%	6,916.55	63,818.55
12/01/2022	57,186.00	2.000%	6,632.04	63,818.04
03/01/2023	57,472.00	2.000%	6,346.11	63,818.11
06/01/2023	57,760.00	2.000%	6,058.75	63,818.75
09/01/2023	58,049.00	2.000%	5,769.95	63,818.95
12/01/2023	58,339.00	2.000%	5,479.71	63,818.71
03/01/2024	58,630.00	2.000%	5,188.01	63,818.01
06/01/2024	58,924.00	2.000%	4,894.86	63,818.86
09/01/2024	59,218.00	2.000%	4,600.24	63,818.24
12/01/2024	59,514.00	2.000%	4,304.15	63,818.15
03/01/2025	59,812.00	2.000%	4,006.58	63,818.58
06/01/2025	60,111.00	2.000%	3,707.52	63,818.52
09/01/2025	60,412.00	2.000%	3,406.97	63,818.97
12/01/2025	60,714.00	2.000%	3,104.91	63,818.91
03/01/2026	61,017.00	2.000%	2,801.34	63,818.34
06/01/2026	61,322.00	2.000%	2,496.25	63,818.25
09/01/2026	61,629.00	2.000%	2,189.64	63,818.64
12/01/2026	61,937.00	2.000%	1,881.50	63,818.50
03/01/2027	62,247.00	2.000%	1,571.81	63,818.81
06/01/2027	62,558.00	2.000%	1,260.58	63,818.58
09/01/2027	62,871.00	2.000%	947.79	63,818.79
12/01/2027	63,185.00	2.000%	633.43	63,818.43
03/01/2028	63,501.00	2.000%	317.51	63,818.51
<b>Total</b>	<b>\$4,199,404.00</b>	<b>-</b>	<b>\$906,075.84</b>	<b>\$5,105,479.84 *</b>

\*Plus \$5,662.98 one-percent administrative fee paid quarterly. Total fee over life of loan is \$453,038.40.

\$4,199,404  
City of Weirton  
20 Years, 2% Interest Rate, 1% Administrative Fee  
Closing Date: April 11, 2007

## Debt Service Schedule

Part 3 of 3

### Yield Statistics

Accrued Interest from 04/10/2007 to 04/10/2007	(74,889.37)
Bond Year Dollars	\$49,048.25
Average Life	11.680 Years
Average Coupon	1.8473154%
Net Interest Cost (NIC)	1.8473154%
True Interest Cost (TIC)	2.0070039%
Bond Yield for Arbitrage Purposes	2.0070039%
All Inclusive Cost (AIC)	2.9216004%
<b>IRS Form 8038</b>	
Net Interest Cost	2.0000005%
Weighted Average Maturity	11.680 Years

(Form of)

ASSIGNMENT

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

Dated: \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

In the presence of:

\_\_\_\_\_